

Chola spe Cs ARE Insurance

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We issue this insurance policy to You based on the information provided by You / Proposer in the proposal form and premium paid by You/ Proposer. This insurance is subject to the following terms and conditions. The method of coverage and the Sum Insured that has been opted by you is mentioned in the Policy Schedule. The term **You/ Your / Insured/ Insured Person** in this document refers to the Individuals / Individual group members who will be treated as Insured beneficiary and who has purchased spectacle insurance and the term **Proposer /Policy Holder/ Group Manager / Group Organizer** in this document refers to Person/ Organisation who has signed in the proposal form if in physical form or who has provided the details in electronic 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. Coverage

1. **Sum Insured:** The actual cost of spectacle is the Sum Insured under this policy. The sum insured under this policy can be upto maximum of Rs 25000.
2. **Type of Coverages:** If your Spectacles are accidentally damaged whilst in your possession during the Policy Period, this policy provides you the:
 - a. **Repair cover:** This covers the cost of fixing or mending of the spectacles in order to bring it back to the working conditions. We will deduct 5% of the overall claim amount subject to minimum of Rs 50. This deductible is applicable to each and every claim.
 - b. **Replacement Cover:** If the spectacles are damaged beyond repair or the cost of the repair is more than 75% of the sum insured, We will indemnify you to the extent of Sum Insured, for buying of new spectacles, subject to the deductible as mentioned below.

3. **Deductible for Replacement:** The following rates of deductible will apply subject to minimum of Rs 50. This deductible is applicable to each and every claim.

Duration of policy since inception	Deductible %
Not exceeding 3 months	10%
Exceeding 3 months but not exceeding 6 months	20%
Exceeding 6 months but not exceeding 12 months	25%

2. Definitions

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

1. **Accidental Damage** means damage or breakage of spectacles that occurs suddenly as result of a sudden, unforeseen and involuntary event caused by external and visible and violent means.
2. **Accessories** means spectacle chains / cord, lens cleaner, spectacle cases, sun clips / flip ups, etc
3. **Cosmetic Repair** means to improvise the look and feel of the spectacle which is in working condition, like replacing the frame without any damage, antiglare coating and the like.
4. **Deductible** means an amount / a percentage of overall admissible claims that will be deducted from each and every claim.
5. **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

6. **Inception Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule.
7. **Policy** is the complete set of documents consisting of the Proposal, Policy Wording, Schedule and Endorsements and Attachments, if any.
8. **Policy Period** is the period between the – inception date and the earlier of:
 - a. The expiry date specified in the Schedule, and
 - b. The date of exhaustion of the Sum Insured under the policy
 - c. The date of cancellation of this Policy by either Policyholder or Insurer in accordance with the terms and conditions of the policy.
9. **Proof of purchase** is the original purchase receipt/ bill/ invoice provided at the point of sale. It provides details of the Spectacles purchased and provides proof of ownership
10. **Proposal Form** is the form in which the details of the insured and his spectacles are obtained. This also includes information obtained over phone or on the internet and stored in any electronic media.
11. **Schedule** means that portion of the Policy which sets out Your personal details, the details of the Spectacle, the period and sum insured. Any Annexure or Endorsement to the Schedule shall also be a part of the Schedule.
12. **Spectacles** means the prescriptive vision corrective glasses/ prescriptive vision corrective sunglasses/Sunglasses / clear lens glasses or non prescription glasses, with the frames purchased by You as new at the time of the initial purchase of this insurance, as per Your original purchase receipt/bill/ invoice and as specified in the policy schedule. Contact lenses are not part of this insurance.
13. **Sports Glasses** are comprised of frames and lenses that are designed to be shatterproof and to take an impact that would otherwise strike the eyes or the surrounding area. Sports glass often feature polycarbonate lenses and the arms that rest on the ears are often made from rubber that will prevent the glass from moving. And are specifically designed for sports activities like swimming, diving, racing, etc
14. **Sum Insured** means the spectacle cost/invoice value. Chola MS maximum liability is limited to the sum insured in the policy period. Sum Insured is fixed before the commencement of the policy and is also mentioned in the Schedule.
15. **Repair** means fixing or mending of the spectacles in order to bring it back to the working conditions. For example, Bridge solder or replace, New temples, Temple tips, Lens rim solder or replace, Rim screw drill out rethread, New pads new arm or soldier repair, Spring Hinge repair or replacement, Lug or barrel solder or replace and Joint solder or replace.
16. **Replacement** means that if the spectacles are damaged beyond repair or the cost of the repair is more than 75% of the sum insured, Chola MS will indemnify you to the extent of Sum Insured, for buying of new spectacles.
17. **Warranty:** A written guarantee, issued to the purchaser of an article by its manufacturer, promising to repair or replace it if necessary within a specified period of purchase of the product.

3. Exclusions

This Policy does not cover expenses arising from

1. Loss or theft of the Spectacles.
2. Any claim arising from willful act.
3. Cosmetic repairs, scratching, discoloration, wear and tear or gradual deterioration of the Spectacle, from whatever cause.
4. Any defects for which the manufacturer or supplier is liable.
5. A claim resulting from improper handling, dismantling, fitting, adjustment, repair, alteration or replacement carried out by anyone other than manufactures and/or the agents (retail franchisee) of manufactures.
6. Overheating or due to chemical reactions.
7. Replacement of the Spectacles due to a change in your prescription.

8. Any damage caused by placing or using the Spectacle in a location or environment that is not in accordance with the manufacturer's instructions.
9. Sport glasses, accessories & jewellery shall not be covered.
10. Any spectacles that is covered under the warranty issued by the manufacturer of spectacles.
11. Transferring of interest in this Policy to anyone else is not allowed.

4. General Conditions

1. **Cancellation:** We may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact by sending notice in writing by Registered A/D to you at your last known address at least 30 days in advance in which case we shall refund pro-rata premium for the unexpired portion of the policy on the date of cancellation, provided no claim has occurred upto the date of cancellation.
You may at any time cancel this policy in entirety and in such event, we shall allow refund of premium less premium at Company's short period rate table given below provided no claim has occurred upto the date of cancellation.

Short period scales – Annual Policies

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

2. **Automatic Termination:** The cover shall terminate immediately on the earliest of the following occurrence:
 - a) On the expiration date shown on the schedule, if the policy is not renewed

with us before the expiry of the existing policy.

- b) On exhaustion of the Sum Insured mentioned in the policy schedule.
- c) The date of cancellation of this Policy by either Policyholder or Insurer in accordance with the terms and conditions of the policy

3. **Observance of Terms & Conditions:** It is a condition precedent to our liability that you 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

4. Due Care

You 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 minimize its financial consequences

5. 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.

6. Authority to Obtain Records

We reserve the right to obtain information and documents required for issuance of policy or processing of claims. We will preserve the confidentiality of any documentation and information that comes into the possession as we preserve our own information, and will only use it for lawful business purposes.

7. Change of address

You must inform us in writing of any change in your address. This is to ensure better service in terms of communication and any failure to do so shall not amount to non-adherence to policy conditions so long as the changed address is within India.

8. Notification

Any and all notices and declarations for your attention shall be in writing and shall be

delivered to your address as respectively specified in the Schedule.

Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company, through which this insurance is affected. However Initial notification of claim can be made by telephone.

9. Mis-description

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

10. Geographical Area

This policy pays for any accidental damage resulting in insured contingencies occurring anywhere in the world. Payment for all admissible claims will be made in Indian Rupees

11. 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.

12. Entire Contract

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

13. Arbitration

If any difference arises as to the quantum to be paid under this policy (liability otherwise admitted) such difference shall be referred to arbitration and to a sole arbitrator to be appointed in accordance with Arbitration and Conciliation Act, 1996, within a period of 30 days of either we or the Insured Person giving notice in this regard. The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all

reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.

It is agreed condition precedent to any right to action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained. In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of Chennai Courts.

14. 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.

15. Contribution: In the event of any loss, damage, liability or expenses covered by this policy there shall be any other insurance covering the same loss, damage, liability or expenses whether effected by the insured or not, this policy shall pay only so much of the excess of such loss, damage, liability or expenses as is not recoverable under such other insurance, subject always to the limitations of this policy.

16. Fraud: If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the insured or any one acting on the insured's behalf to obtain any benefit under this policy, all benefits under the policy shall be forfeited.

17. Indemnity :

The company may at its option reinstate, replace or repair the spectacles damaged or any part thereof instead of paying the amount of damage or may join with any other insurer in so doing but the company shall not be bound to reinstate exactly or completely but only as circumstances permit and in

reasonably sufficient manner and in no case shall the company be bound to expend more in reinstatement than it would have chosen to reinstate such spectacles as it was at the time of occurrence of such loss or damage not more than the sum insured by the company thereon.

18. Observation of Terms and Conditions :

The due observance and fulfillment of the terms, conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the insured shall be a condition precedent to any liability of the company to make any payment under this policy.

5. Claims Procedure

1. Procedure for Making a Claim

In the event of a claim, give us notice within 48 hours of discovering the incident and give full details of the incident. Complete the claim form and return to us at the earliest but not later than 30 days from the date of discovering the incident along with the following documents:

- Completed claim form
- Retained damaged parts (mandatory)

We will assess your claim, and providing your claim is valid, we will indemnify the cost of replacement or repair of the Spectacle, as per policy terms and conditions.

2. Limit of liability

Our maximum limit of liability in any event shall not exceed the sum insured as mentioned in the policy schedule subject to deductible.

3. Payment of Claims

All Claims under this policy shall be payable in Indian currency. Any claim paid by us and received by you will discharge us from any further payment for the same claim

4. Delay in intimation of claim

It is essential and imperative that any 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 and to recover the salvage, if any may not only delay the claim settlement but also may result in claim getting rejected on merits.

6. Grievances

Grievance Mechanism

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

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**

WEBSITE: www.cholainsurance.com

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

Sl. No	Office of the Ombudsman	Name of the Ombudsman and Contact Details	Areas of Jurisdiction
1	AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014, Ph(O) 079-27546150, 27546139 Fax: 079-27546142, E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
2	BHOPAL	Office of the Insurance Ombudsman, 1st Floor, 117, Zone-II, Above D.M. Motors Pvt. Ltd, Maharana Pratap Nagar, Chhattisgarh, BHOPAL - 462 011, Ph(O): 0755-2769200, 2769202, 2769201, Fax: 0755-2769203, E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
3	BHUBANESWAR	Office of the Insurance Ombudsman, 62 Forest Park, BHUBANESHWAR – 751009, Ph (0): 0674-2535220,2533798, Fax: 0674-2531607, E-mail: ioobbsr@dataone.in	Orissa
4	CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH – 160017, (0) 0172-2706196, 2705861, EPBX: 0172-2706468, Fax: 0172-2708274, E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
5	CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, No 453(old no 312), Anna Salai, Teynampet, CHENNAI -600 018, (0) 044-24333678, 24333668, Fax: 044-24333664, E-mail: insombud@md4.vsnl.net.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
6	DELHI	Office of the Insurance Ombudsman, 2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002, (0) 011-23239611, 23237539, 23237532, Fax: 011-23230858 E-mail : jobdelraj@rediffmail.com	Delhi & Rajasthan
7	GUWAHATI	Office of the Insurance Ombudsman, Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021, (0) 0361-2413525, EPBX: 0361-2415430, Arunachal Pradesh, Fax: 0361-2414051 E-mail: omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
8	HYDERABAD	Office of the Insurance Ombudsman 6-2-46, 1st Floor, Moin Court, Lane, Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. (0) 040-23325325, 23312122, 65504123, Fax: 040-23376599, E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh Karnataka and UT of Yanam - a part of the UT of Pondicherry
9	KOCHI	Office of the Insurance Ombudsman 2nd Floor, CC 27/ 2603, Pulinat Building Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015, (0) 0484-2358734, 2359338, 2358759, Fax: 0484-2359336 E-mail: ombudsmankochi@yahoo.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe - a Part of UT of Pondicherry
10	KOLKATA	Office of the Insurance Ombudsman North British Building, 29, N. S. Road, 3rd Floor, KOLKATA -700 001., (0) 033-22134869, 22134867, 22134866, Fax: 033-22134868, E-mail : iombkol@vsnl.net	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
11	LUCKNOW	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (0) 0522-2201188, 2231330, 2231331, Fax: 0522-2231310 E-mail: joblko@sancharnet.in	Uttar Pradesh and Uttaranchal
12	MUMBAI	Office of the Insurance Ombudsman 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054 022-26106928, 26106360, EPBX: 022-6106889, Fax: 022-26106052, Email: ombudsman@vsnl.net	Maharashtra, Goa