

PROTECTING AND EMPOWERING  
ASSISTED MOTHERHOOD JOURNEYS WITH  
**CHOLA SURROGATE AND OOCYTE  
DONOR INSURANCE**



INTRODUCING  
**CHOLA SURROGATE AND  
OOCYTE DONOR PROTECTOR**

REACH US THROUGH WHATSAPP



**7305234433**



# POLICY WORDINGS

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# **POLICY WORDINGS**

# CHOLA SURROGATE AND OOCYTE DONOR PROTECTOR

UIN: CHOHLIP24093V012324

## POLICY WORDINGS

### 1. PREAMBLE

This policy is a contract of insurance issued by Cholamandalam MS General Insurance Company Limited (hereinafter called the 'Company') to the proposer mentioned in the schedule to cover the person(s) named in the schedule (hereinafter called the 'Insured Person'). The policy is based on the statements and declaration provided in the proposal form by the proposer and is subject to receipt of the requisite premium.

The term You/ Your / Insured/ Insured Person in this document refers to all the Individual members who will be treated as Insured beneficiary and the term Proposer /Policy Holder in this document refers to Person 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 specially designed for:

A. Covering woman who agrees to bear a child through Surrogacy from the implantation of embryo in her womb as per The Surrogacy (Regulation) Act, 2021 and The Surrogacy (Regulation) Rules, 2022 and any subsequent additions / modifications to the Act / Rules

or

B. Covering woman who agrees to be a Oocyte Donor for the intending couple or woman as per The Assisted Reproductive Technology (Regulation) Act, 2021 and The Assisted Reproductive Technology (Regulation) Rules, 2022 and any subsequent additions / modifications to the Act / Rules

It is a Condition Precedent that this cover can be availed only on mandatory submission of the following listed documents:

#### **Document to be submitted by the Intending Couple / Woman proposing for insurance to cover Surrogate Mother**

1. Certificate of recommendation from the National Assisted Reproductive Technology and Surrogacy Board and
2. Certificate of essentiality issued by the appropriate authority constituted as per section 35 of The Surrogacy (Regulation) Act, 2021; and
3. Certificate of a medical indication in favor of either or both members of the intending couple or indenting woman necessitating gestational surrogacy from a District Medical Board and
4. Eligibility certificate issued in favor of the Intending couple or woman by the appropriate authority, constituted as per section 35 of The Surrogacy (Regulation) Act, 2021.

#### **Documents to be submitted by the Surrogate Mother**

1. Eligibility certificate issued in favour of the Surrogate Mother by the appropriate authority, constituted as per section 35 of The Surrogacy (Regulation) Act, 2021 and
2. Certificate of medical and psychological fitness of the Surrogate Mother for surrogacy and surrogacy procedures from a registered medical practitioner.

### **Documents to be submitted by the Oocyte Donor**

1. Form 13 – Consent form for the Donor of Oocytes as prescribed in The Assisted Reproductive Technology (Regulation) Rules, 2022.

## **2. OPERATIVE CLAUSE**

If anytime during the policy period, the insured is required to be hospitalized for the reasons listed below, following Medical Advice of a duly qualified and Registered Medical Practitioner, the Company shall indemnify Medically Necessary Treatment charges towards the coverage mentioned in the terms of cover.

- A. Surrogate Mother - Complications arising out of pregnancy during surrogacy and post-partum delivery or
- B. Oocyte Donor - Complications arising out of oocyte retrieval provided further that,
  - i. The treatment is undergone in Registered Clinics, Hospitals and under the supervision of the Registered Medical Practitioners as per the respective Act / Rules.
  - ii. Any amount payable under the policy shall be subject to the terms of coverage (including any co-pay, sub limits), exclusions, conditions and definitions contained herein.
  - iii. Maximum liability of the Company under all such Claims for the entire policy period, shall be the Sum Insured opted and mentioned in the Policy Schedule.

## **3. DEFINITIONS**

The terms defined below and at other junctures in the Policy Wording have the meanings ascribed to them wherever they appear in the Policy and where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same:

1. **Associated Medical Expenses** means medical expenses such as Professional fees, OT charges, Procedure charges, etc., which vary based on the room category occupied by the insured person whilst undergoing treatment in some of the hospitals. If Policy Holder chooses a higher room category above the eligibility defined in policy, then proportionate deduction will apply on the Associated Medical Expenses in addition to the difference in room rent. Such associated medical expenses do not include Cost of pharmacy and consumables, Cost of implants and medical devices and Cost of diagnostics.
2. **Appropriate Authority** means the appropriate authority appointed under Section 35 of The Surrogacy Regulation Act 2021.
3. **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).
4. **Altruistic Surrogacy** means the surrogacy in which no charges, expenses, fees, remuneration or monetary incentive of whatever nature, except the medical expenses and such other prescribed expenses incurred on surrogate mother and the insurance coverage for the surrogate mother, are given to the surrogate mother or her dependents or her representative;
5. **Age** means completed years on your last birthday as per the English Calendar regardless of the actual time of birth, at the time of commencement of Policy Period.
6. **\*AYUSH Treatment** refers to hospitalisation treatments given under Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systems.

7. **\*AYUSH Hospital** is a healthcare facility where in medical/surgical/para-surgical treatment procedures and interventions are carried out by AYUSH Medical Practitioner(s) comprising of any of the following:
  - i. Central or State Government AYUSH Hospital or
  - ii. Teaching hospital attached to AYUSH College recognised by the Central Government /Central Council of Indian Medicine/Central Council for Homeopathy ; or
  - iii. AYSUH hospital ,standalone or co-located with in-patient healthcare facility of any recognised system of medicine ,registered with local authorities ,wherever applicable, and is under the supervision of a qualified registered AYUSH Medical Practitioner and must comply with the following criterion :
    - a) Having at least 5 in-patient beds;
    - b) Having qualified AYUSH Medical Practitioner in charge round the clock;
    - c) Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
    - d) Maintaining daily records of the patients and making them accessible to insurance company's authorized representative.
8. **Cashless Facility** means a facility extended by the Insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the Insurer to the extent pre-authorization approved.
9. **Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
10. **Congenital Anomaly** means a condition which is present since birth, which is abnormal with reference to form, structure or position.
 

**Internal Congenital Anomaly:** Congenital anomaly which is not in the visible and accessible parts of the body.

**External Congenital Anomaly:** Congenital anomaly which is in the visible and accessible parts of the body.
11. **Claims Team** means the Claims administration team within Chola MS General Insurance Company.
12. **Commencement Date** means the commencement date of this Policy as specified in the Policy Schedule.
13. **Couple** means the legally married Indian man and woman above the age of 21 years and 18 years respectively;
14. **Day Care Treatment** means medical treatment and/or surgical procedure which is
  - a. Undertaken under general or local anaesthesia in a hospital / day care centre in less than 24 hours because of technological advancement and
  - b. Which would have otherwise required Hospitalisation of more than 24 hours Treatment normally taken on an out-patient basis is not included in the scope of this definition.
15. **Diagnosis** means the identification of a disease/illness/medical condition made by a Medical Practitioner supported by clinical, radiological and histological, histo-pathological and laboratory evidence and also surgical evidence wherever applicable, acceptable to us.
16. **Diagnostic Test** means investigations such as X-ray or blood tests to find the cause of your symptoms and medical condition.

17. **Disclosure to Information Norm:** 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.
18. **Emergency Care** means management for an illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.
19. **Endorsement** means written evidence of change to the insurance Policy including but not limited to increase or decrease in the policy period, extent and nature of the cover agreed by the Company in writing.
20. **Excluded Hospital** means any hospital which is excluded from the hospital list of the company, due to fraud or moral hazard or misrepresentation indulged by the hospital.
21. **Gestational Surrogacy** means a practice whereby a surrogate mother carries a child for the intending couple through implantation of embryo in her womb and the child is not genetically related to the surrogate mother;
22. **Gynecologist** means a medical post graduate in gynecology and obstetrics and should have record of performing 50 ovum pickup procedures and at least three years of working experience in an ART clinic under supervision of a trained ART specialist or A medical post-graduate in gynecology and obstetrics with super specialist Doctorate of Medicine/ Fellowship in reproductive medicine with experience not less than three years of working I an Assisted Reproductive Technology clinic.
23. **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:
  - i. has qualified nursing staff under its employment round the clock;
  - ii. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
  - iii. has qualified medical practitioner(s) in charge round the clock;
  - iv. has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - v. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel
24. **Hospitalization** means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures / treatments, where such admission could be for a period of less than 24consecutive hours.
25. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
  - a. **Acute Condition** is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
  - b. **Chronic Condition** is defined as a disease, illness, or injury that has one or more of the following characteristics: It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests it needs ongoing or long-term control or relief of symptoms it requires rehabilitation for the patient or for the patient to be specially trained to cope with it it continues indefinitely it recurs or is likely to recur.



26. **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.
27. **In Patient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
28. **Intensive Care Unit** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
29. **ICU Charges** (Intensive Care Unit) charges means the amount charged by a Hospital towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensive charges.
30. **Identification or ID card** means the card issued to you by us.
31. **Implantation** means the attachment and subsequent penetration by the zona-free blastocyst, which starts five to seven days following fertilisation;
32. **Inception Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule.
33. **Intending Couple** means a couple who have a medical indication necessitating gestational surrogacy and who intend to become parents through surrogacy;
34. **Intending Woman** means an Indian woman who is a widow or divorcee between the age of 35 to 45 years and who intends to avail the surrogacy;
35. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
36. **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
37. **Medically necessary Treatment** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
- a. Is required for the medical management of the illness or injury suffered by Insured;
  - b. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - c. Must have been prescribed by a medical practitioner;
  - d. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
38. **Membership Number** means an identification number of every insured person for our In-house Claims administration team. Membership number will be mentioned in the health card provided to each insured person.
39. **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.
40. **Network Provider/ Hospital** means Hospitals or health care providers enlisted by an insurer, TPA or jointly by an Insurer and TPA to provide medical services to an insured by a cashless

facility. The list is available with the insurer and subject to amendment from time to time.

41. **Non- Network** means any hospital, day care centre or other provider that is not part of the network.
42. **Notification of Claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
43. **OPD Treatment** means the one in which the Insured visits a clinic/ hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
44. **Pre-existing Disease means any condition, ailment, injury or disease:**
  - a. That is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer; or
  - b. For which medical advice or treatment was recommended by, or received from, a physician, not more than 36 months prior to the date of commencement of the policy.
45. **Portability** means the right accorded to individual health insurance policyholders (including all members under family cover), to transfer the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another insurer.
46. **Policy Period** means the period between the commencement date and earlier of
  - a. The Expiry Date specified in the Policy Schedule
  - b. The date of cancellation of this Policy by either Policyholder or Insurer in accordance with General Condition (5.7) below.
47. **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.
48. **Proposal Form** The form in which the details of the insured person are obtained for a Health Insurance Policy. This also includes information obtained over phone or on the Internet and stored on any electronic media and forms basis of issuance of the policy.
49. **Proposer** means the person who has signed in the proposal form and named in the Policy Schedule.
50. **Oocyte** means naturally ovulating oocyte in the female genetic tract
51. **Qualified Nurse** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
52. **Registered Medical Practitioner** means a medical practitioner who possesses any recognized medical qualification as defined in clause (h) of section 2 of the Indian Medical Council Act, 1956 and whose name has been entered in a State Medical Register;
53. **Retrieval** means a procedure of removing oocytes from the ovaries of a woman;
54. **Reasonable and Customary Charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness/injury involved.
55. **Renewal** means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.
56. **Room Rent** means the amount charged by a hospital towards Room and Boarding expenses and shall include the associated medical expenses.

57. **Surgery** or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner
58. **Sum Insured** means the amount shown in the policy schedule which shall be our maximum liability under the policy for the entire Policy Period mentioned on the Policy Schedule, for the Insured Person.
59. **Surrogacy** means a practice whereby one woman bears and gives birth to a child for an intending couple with the intention of handing over such child to the intending couple after the birth;
60. **Surrogacy Clinic** means surrogacy clinic, center or laboratory, conducting assisted reproductive technology services, in-vitro fertilization services, genetic counseling center, genetic laboratory, Assisted Reproductive Technology Banks conducting surrogacy procedure or any clinical establishment, by whatsoever name called, conducting surrogacy procedures in any form;
61. **Surrogacy Procedures** means all gynecological, obstetrical or medical procedures, techniques, tests, practices or services involving handling of human gametes and human embryo in surrogacy;
62. **Surrogate Mother** means a woman who agrees to bear a child (who is genetically related to the intending couple or intending woman) through surrogacy from the implantation of embryo in her womb and fulfills the conditions as provided in sub-clause (b) of clause (iii) of section 4 of 'THE SURROGACY (REGULATION) ACT, 2021.
63. **Unproven/Experimental Treatment** means the treatment including drug Experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

## 4. ELIGIBILITY

### Eligibility for a Proposer:

1. The Intending Couple or Intending Woman is eligible to propose for an insurance cover in favour of the Surrogate mother or Oocyte Donor
  - i. "intending couple" means a couple who have a medical indication necessitating gestational surrogacy and who intend to become parents through surrogacy;
  - ii. "intending woman" means an Indian woman who is a widow or divorcee between the age of 35 to 45 years and who intends to avail the surrogacy;
2. The intending couple/woman proposing to cover the surrogate mother, should fulfil the following conditions:
  - i. The intending couple should be married and between the age of 23 to 50 years in case of female and between 26 to 55 years in case of male on the day of certification;
  - ii. The intending couple/woman have not had any surviving child biologically or through adoption or through surrogacy earlier: Provided that nothing contained in this item shall affect the intending couple who have a child and who is mentally or physically challenged or suffers from life threatening disorder or fatal illness with no permanent cure and approved by the appropriate authority with due medical certificate from a District Medical Board;
3. Medical indications necessitating gestational surrogacy - A woman may opt for surrogacy if; -

- a. She has no uterus or missing uterus or abnormal uterus (like hypoplastic uterus or intrauterine adhesions or thin endometrium or small uni-cornuate uterus, T-shaped uterus) or if the uterus is surgically removed due to any medical conditions such as gynecological cancer;
  - b. Intended parent or woman who has repeatedly failed to conceive after multiple In vitro fertilization or Intracytoplasmic sperm injection attempts. (Recurrent implantation failure);
  - c. Multiple pregnancy losses resulting from an unexplained medical reason. Unexplained graft rejection due to exaggerated immune response;
  - d. Any illness that makes it impossible for woman to carry a pregnancy to viability or pregnancy that is life threatening
4. Proposer shall not be eligible for coverage under the policy.
  5. An intended couple or intended woman shall not have the service of more than one surrogate at any given time.
  6. An intended couple/Woman shall not have simultaneous transfer of embryos in the woman and in a surrogate.

**Who can be Insured:**

1. Surrogate Mother between the age of 25 to 35 years
2. Female Oocyte donor between the age of 23 to 35 years

\*Age mentioned above refers to completed age at the commencement date of this policy

**Specific conditions applicable to the Insured:**

1. The Insured Person shall be eligible only once in her entire lifetime to avail the coverage for Surrogacy or Oocyte retrieval.
2. **Surrogate Mother** should be
  - i. A married woman having a child of her own and between the age of 25 to 35 years on the day of implantation of embryo in her womb and willing woman to act as a surrogate mother and undergo surrogacy procedures as per the provisions of the Surrogacy Act.
  - ii. Should not provide her own gametes for the purpose of surrogacy
  - iii. Should not act as a surrogate mother more than once in her lifetime
  - iv. Should possess a certificate of medical and psychological fitness for surrogacy and surrogacy procedures from a registered medical practitioner
  - v. Number of attempts of surrogacy procedures: The number of attempts of any surrogacy procedure on the surrogate mother shall not be more than 3 times during the policy period.
  - vi. Only Indian citizens shall have a right to act as a surrogate, and no ART bank/ART clinics shall receive or send an Indian for surrogacy abroad
  - vii. Any woman agreeing to act as a surrogate shall be duty-bound not to engage in any act that would harm the foetus during pregnancy and the child after birth, until the time the child is handed over to the designated person(s).
  - viii. Number of embryos to be implanted in the uterus of the surrogate mother. The gynaecologist shall transfer one embryo in the uterus of a surrogate mother during a treatment cycle: Provided that only in special circumstances up to three embryos may be transferred.

3. **Oocyte Donor** should be
  - i. a woman between 23 to 35 years of age and
  - ii. shall donate oocytes only once in her life time.

**Type of Sum Insured:** Sum Insured shall be offered on Individual basis.

**Policy Tenure:**

Insured	Policy Tenure	Policy Commencement
Surrogate Mother	36 Months	Policy shall commence from the date of realization of premium and acceptance of the proposal by the Company, whichever is later. The policy will be issued for a period of three continuous years
Oocyte Donor	12 Months	Policy shall commence from the date of realization of premium and acceptance of the proposal by the Company, whichever is later. The policy will be issued for a period of one year
<b>Specific Condition:</b> <ol style="list-style-type: none"> <li>1. Policy should be availed before commencement of the Surrogacy Procedures or oocyte retrieval</li> <li>2. Policy shall not be renewable at the end of the respective policy period</li> </ol>		

## 5. COVERAGE:

**\*In-patient Hospitalisation Expenses:**

This Policy shall indemnify the Reasonable and Customary Medical Expenses incurred for In-patient hospitalization including AYUSH treatment as defined in the policy of the Insured Person, towards:

- a. Complications arising out of pregnancy including Medical Termination of Pregnancy (in case of life threatening medical condition to the surrogate mother as authorised by the appropriate authority) and also covering post- partum delivery complications for the Surrogate mother resulting from Altruistic Surrogacy or
- b. Complications arising due to oocyte retrieval with respect to the Oocyte donor under different heads mentioned below, during the **Policy Period** upto the **Sum Insured** as mentioned in the **Policy Schedule** (other than any sub-limits specified in the policy), subject to terms, conditions and exclusions mentioned in the Policy.
  - i. Room Rent, Boarding, Nursing expenses as provided by the Hospital/Nursing Home upto 1% of Sum Insured subject to maximum of Rs 5,000/- per day
  - ii. Intensive Care Unit (ICU) expenses upto 2% of Sum Insured subject to maximum of Rs 10,000/- per day.
  - iii. Surgeon, Anesthetist, Medical Practitioner, Consultants ,Specialist Fees upto 30% of Sum Insured per claim, whether paid directly to the treating doctor /surgeon or to the hospital
  - iv. Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines and Drugs, costs towards diagnostics, diagnostic imaging modalities and such similar other expenses.
  - v. Expenses incurred on road Ambulance subject to a maximum of Rs 2,000/- per hospitalization

- vi. Proportionate Deduction: In case of admission to a room exceeding the limits as mentioned in the point no. (i), the reimbursement of all other expenses incurred at the Hospital, with the exception of cost of pharmacy/medicines, consumables, implants, medical devices & diagnostics, shall be payable in the same proportion as the admissible rate per day bears to the actual rate per day of room rent charges

## 6. GENERAL EXCLUSIONS:

This policy shall not be liable to make any payment under the policy towards any claim in connection with or in respect of

### 1. Investigation & Evaluation – Code – Excl04:

- a. Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded
- b. Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded.

### 2. Rest Cure, rehabilitation and respite care – code – Excl05:

- a. Expenses related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes:
  - i. Custodial care either at home or in a nursing facility for personal care such as help with activities of daily living such as bathing, dressing, moving around either by skilled nurses or assistant or non-skilled persons.
  - ii. Any services for people who are terminally ill to address physical, social, emotional and spiritual needs.

- 3. Cosmetic or plastic Surgery: Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s) or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner. **Code – Excl08**

- 4. Hazardous or Adventure sports: Expenses related to any treatment, necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving. **Code – Excl09**

- 5. Breach of law: Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent. **Code – Excl 10**

- 6. **Excluded Providers: Code-Excl11:** Expenses incurred towards treatment in any hospital or by any Medical Practitioner or any other provider specifically excluded by the Insurer and disclosed in its website/notified to the policyholders are not admissible. However, in case of life threatening situations following an accident, expenses upto the stage of stabilization are payable but not the complete claim.

- 7. Treatment for Alcoholism, drug or substance abuse or any addictive condition and consequences thereof. **Excl12**

- 8. Treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons. **Code-Excl13**

- 9. Dietary supplements and substances that can be purchased without prescription, including but not limited to vitamins, minerals and organic substances unless prescribed by a medical

practitioner as part of hospitalisation claim or day care procedure. **Code – Excl14**

10. **Unproven Treatments:** Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness. **Code – Excl16**
11. Any illness, sickness or disease other than complications arising out of pregnancy and post-partum delivery for the surrogate mother or complications arising out of oocyte retrieval for the oocyte donor.
12. Medical Expenses incurred towards:
  - a. Normal delivery or caesarean section of the Surrogate Mother
  - b. The New Born Baby through Surrogacy to the Surrogate Mother
  - c. Complication of Pregnancy to the Surrogate Mother, which is for other than 'Altruistic Surrogacy' and / or for the second Surrogacy and / or if the Surrogate Mother donates her own gametes
  - d. Miscarriage (including miscarriage due to accident) except in case of life threatening medical condition to the surrogate mother, during the policy period of the Surrogate Mother
  - e. Complications arising due to oocyte retrieval, if the insured is donating for the second time
  - f. Treatment of any pre-existing condition/disease of the Insured including its complications
  - g. **Day Care Treatments** / Procedures administered to the Insured
  - h. Treatment taken on OPD basis by the Insured
  - i. Pre and Post Hospitalisation of the Insured
13. Complications of pregnancy resulting from:
  - i. The Surrogacy procedure conducted in a Clinic which is not registered as per the provisions of The Surrogacy (Regulation) Act, 2021
  - ii. Surrogacy which is for commercial purposes or for commercialization of surrogacy or surrogacy procedures
  - iii. Surrogacy which is for producing children for sale, prostitution or any other form of exploitation
14. Any claim arising due to non-compliance of the provisions stated in the respective Surrogacy law, The Surrogacy (Regulation) Act, 2021, The Surrogacy (Regulation) Rules, 2022, the Assisted Reproductive Technology Law, The Assisted Reproductive Technology (Regulation) Act, 2021, The Assisted Reproductive Technology (Regulation) Rules, 2022 and any subsequent additions / modifications to the Law / Act / Rules.
15. War or any act of war, invasion, acts of foreign enemies, hostilities whether war be declared or not, civil war, revolution, insurrection, mutiny, martial law.
16. Intentional self-injury or attempted suicide whether sane or insane.
17. All expenses caused by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
18. Any travel or transportation costs or expenses excluding ambulance charges.
19. Vaccination or inoculation of any kind

20. Durable medical equipment (including but not limited to wheelchairs, crutches, artificial limbs and the like), (namely that equipment used externally from the human body which can withstand repeated use; is not designed to be disposable; is used to serve a medical purpose; is generally not useful in the absence of an **Illness** or Injury and is usable outside of a Hospital) unless required for the treatment of **Illness** or Accidental Bodily Injury.
21. Any internal and external **Congenital Anomaly**, diseases or defects.
22. Independent personal comfort and convenience items or services which are non-medical in nature and are charged separately unless they form part of the room rent.
23. Treatment rendered by a Registered Medical Practitioner which is outside his discipline or the discipline for which he is licensed;
24. Treatments rendered by a Medical Practitioner who shares the same residence as an Insured Person or who is a member of the Insured Person's family like 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.
25. Treatment other than Allopathy and \*AYUSH
26. Voluntary Termination of Pregnancy
27. Non-medical Expenses incurred during Hospitalisation. The list of such Non-medical Expenses is placed at Annexure 1– List 1 – Items for which coverage is not available in the policy'.

## 7. GENERAL CONDITIONS

### 1. **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 policy holder.

(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).

### 2. **Condition Precedent to Admission of Liability:**

The terms and conditions of the policy must be fulfilled by the insured person for the Company to make any payment for claim(s) arising under the policy.

### 3. **Claim Settlement (provision for Penal interest):**

- i. 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.
- ii. In the 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.
- iii. 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.
- iv. 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)

**4. Complete Discharge:**

Any payment to the policyholder, insured person or his/ her nominees or his/ her legal representative or assignee or to the Hospital, as the case may be, for any benefit under the policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

**5. Multiple policies**

1. In case of multiple policies taken by an Insured during a period from the same or one or more insurers to indemnify treatment costs, the insured person shall have the right to require settlement of his/her claim in terms of any of his/her policies. In all such cases the insurer if chosen by the policyholder shall be treated as the Primary Insurer and shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
2. Insured person having multiple policies shall also have the right to prefer claims under this policies for the amounts disallowed under any other policy/policies, even if the sum insured is not exhausted. Then the Insurer(s) shall independently settle claim subject to the terms and conditions of this policy.
3. If the amount claimed exceeds the sum insured under a single policy, the Primary Insurer shall seek the details of other available policies of the policyholder and shall coordinate with other Insurers to ensure settlement of the balance amount as per the policy conditions.
4. Where the insured person has policies from more than one insurer to cover the same risk on an indemnity basis, the insured person shall only be indemnified the treatment costs in accordance with the terms and conditions of the chosen policy.

**6. Fraud**

If any claim made by the insured person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the insured person or anyone acting on his/her behalf to obtain any benefit under this policy, all benefits under this policy and the premium paid shall be forfeited.

Any amount already paid against claims made under this policy but which are found fraudulent later shall be repaid by all recipient(s)/policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the insurer.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the insured person or by his agent or the hospital/doctor/any other pay acting on behalf of the insured person, with intent to deceive the insurer or to induce the insurer to issue an insurance policy:

- a. The suggestion, as a fact of that which is not true and which the insured person does not believe to be true;
- b. The active concealment of a fact by the insured person having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specially declares to be fraudulent

The Company shall not repudiate the claim and / or forfeit the policy benefits on the ground of Fraud, if the insured person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer.

## **7. Cancellation of Policy**

- i. The policyholder may cancel this policy at any time during the term, by giving 7 days written notice in writing and in such an event, the Company shall
  - a. Refund proportionate premium for the unexpired policy period, if the term of policy upto one year and there is no claim(s) made during the policy period
  - b. Refund premium for the unexpired policy period, in respect of policies with term more than 1 year and risk coverage for such policy years has not commenced

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by the insured person under the policy.

- ii. The Company may cancel the policy at any time on grounds of misrepresentation, non-disclosure of material facts, and fraud by the insured person by giving 15 days written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

## **8. Migration**

Migration shall not allowed under the policy

## **9. Portability**

Portability shall not allowed under the policy

## **10. Renewal of Policy**

Policy shall not be available for Renewal on expiry

## **11. Possibility of Revision of Terms of the Policy including the Premium Rates:**

The Company, with prior approval of the Product Management Committee of the Company, may revise or modify the terms of the policy including the premium rates. The insured person shall be notified three months before the changes are effected.

## **12. Free Look Period:**

Every policyholder of new individual health insurance policies, except for those policies with tenure of less than a year, shall be provided a free look period of 30 days beginning from the date of receipt of policy document, whether received electronically or otherwise, to review the terms and conditions of such policy and to return the same if not acceptable.

Free Look Period shall not be applicable on renewals or at the time of porting/migrating the policy.

If the insured has not made any claim during the Free Look Period, the insured shall be entitled to

- i. A refund of premium paid less any expenses incurred by the company on medical examination of the insured person and the stamp duty charges, where the risk has not commenced or
- ii. Where the risk has already commenced and the option of return of the policy is exercised by the insured person, a deduction towards the proportionate risk premium for period of cover, expenses if any incurred by the Company on medical examination of the policyholder and stamp duty charges or
- iii. Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period, expenses if any incurred by the Company on medical examination of the policyholder and stamp duty charges.

**13. Nomination:**

The policyholder is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made. In the event of death of the policyholder, the Company will pay the nominee (as named in the Policy Schedule/ Policy Certificate/Endorsement (if any)) and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the policy.

**14. 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.

**15. 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 Policy 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 Policy Schedule.

**16. Transfer**

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

**17. 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.

**18. 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.

**19. Territorial Limits**

The Insurer's liability to make any payment under the policy shall be to make payment within India and in Indian Rupees only for medical services or procedures rendered in or undertaken within India.

**20. Withdrawal of Policy:**

In the likelihood of this product being withdrawn in future, the Company will intimate the insured person about the same 90 days prior to expiry of the policy.

**21. Conditions When A Claim Arises****A. HOSPITALISATION CLAIM:**

- a. Claim Procedure If the Insured happens to suffer and get hospitalized for treatment of any complication arising out of pregnancy or Postpartum delivery complication in respect of Surrogate Mother or complications arising due to oocyte retrieval in respect of oocyte donor, which gives rise to or may give rise to a claim, then it is a condition precedent to our liability that the Insured or Proposer shall immediately:
  - a. Give us intimation of the claim irrespective of notice provided to any other insurer for

the same illness in case you are holding multiple insurance policies.

- b. Expeditiously give or arrange for us to be provided with any and all information and documentation in respect of the claim and/or our liability for it that may be requested by the us.

Type of hospitalization	Turn Around Time	
Cashless - Admission in Network Hospital	Planned Hospitalization: pre-authorization has to be obtained 72 hours prior to the date of planned admission	Emergency Hospitalization: within 48 hours of an emergency admission
Reimbursement - Admission in Non - Network Hospital (E mail: customercare@cholams.murugappa.com) or phone (@ Toll free no. 1800-208-9100)	Planned Hospitalization - Claim intimation has to be given to us on email or at the Toll free Number within 48 hours for planned hospitalization	Emergency Hospitalization: Claim intimation has to be given to us on email or at the Toll free Number within 24 hours of an emergency hospitalization

- b. **Procedure for Cashless Facility:** Obtain our pre-authorization for the medical treatment in any of our Network Hospitals as well as identified list of hospitals by GIC for common empanelment through anywhere cashless facility by mentioning the Membership Number / Policy Number. Insured can view or download the updated Network Hospitals from the Company's website [www.cholainsurance.com](http://www.cholainsurance.com) as well as Chola MS mobile application and access any of our network hospitals to avail cashless facility.

In case of planned admission, pre-authorization has to be obtained 72 hours prior to the date of admission and within 48 hours of an emergency admission. Pre-authorization request shall, if we are satisfied as to the validity of the claim, specify:

1. The treatment authorized;
2. The place at which it has been authorized, and
3. Any other conditions applicable to either.

c. **Procedure for submission of Reimbursement Claims:**

1. Upon Hospitalization, the insured Person or his/her dependents or the proposer shall provide us with fully particularized details of the quantum of any claim to be reimbursed and any and all other information and documentation in respect of the claim and/or our liability for it sought by our In-House Claims team at the earliest possible opportunity not exceeding 30 days from date of discharge.
2. We shall be under no obligation to pay or arrange to make payment for any claim until and unless it is satisfied as to the validity and quantum of Your claim.
3. The Insured shall obtain and furnish to the Company all copy of bills, receipts and any other documentation upon which a claim is based. `Except in cases where a fraud is suspected, ordinarily no document not listed in the policy terms and conditions shall be deemed 'necessary'. The expenses towards doctors' fees for any additional medical examination required by us, at the time of claim shall be borne by us.
4. We shall only make payment (unless already paid direct to the service provider/ hospital) to the Proposer or the Nominee mentioned in the Policy Schedule
5. Proposer / Insured hereby acknowledge and agree that the payment of any claim by

or on behalf of us shall not constitute on the part of us any guarantee or assurance as to the quality or effectiveness of any medical treatment obtained by You, it being agreed and recognized by You that we are not in any way responsible or liable for the availability or quality of any service (medical or otherwise) rendered by any institution (including a Network Hospital) whether pre-authorized or not.

**d. Claim Documentation:**

Following documents are to be submitted for processing of the claim along with the duly filled & signed claim form by the Proposer / nominee in addition to the documents listed in the table:

- i. KYC of the Insured and KYC of the nominee / legal heir in case of death claim under the policy.
- ii. Account details with proof for NEFT of the Insured and of nominee / legal heir in case of death claim under the policy i.e. cancelled cheque, passbook copy has to be submitted with the below listed claim documents.
- iii. Proof of identity and residence of the beneficiary for claims exceeding Rs 1 Lakh

Covers	Documents
In-Patient Hospitalization Expenses	<p>Original Discharge summary in the hospital letter head with the seal and sign of the doctor with complete details of diagnosis, treatment given, treatment advised etc.</p> <ul style="list-style-type: none"> <li>- Original Main bill from the hospital with cost wise break up</li> <li>- Original payment receipt (Receipt should have Serial No)</li> <li>- Original investigation reports (such as X Ray, Lab Reports, Scan reports etc.) These are required for supporting the ailment, hence all reports taken prior / at the time or after the hospitalization are required.</li> <li>- All pharmacy bills should be accompanied with relevant prescriptions. Bills should contain date and patient name. If pharmacy is charged in the Main Hospital bill, then proper itemized break up of those medicines should be obtained from the hospital.</li> <li>- Implant stickers or invoice where ever applicable</li> <li>- In case of Road traffic accident (RTA), copy of FIR and/ or Medico legal Certificate (MLC) would be required.</li> </ul>

There is no TPA tie –up envisaged for this product. Any arrangement in future will be disclosed in the Policy to the Policyholders.

Chola MS customer support operates 24 /7 basis and the contact details are as followed for any queries / grievances:

Toll Free Phone No : 1800-208-9100

E-Mail : [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

Address of Chola MS Health Claims Office:

**Cholamandalam MS General Insurance Company Limited**

**Chola MS HELP – Health Claims Department**

New No.2, Old No. 234, Parry House,  
3rd Floor, N. S. C. Bose Road  
Chennai - 600001  
Customer Care Toll Free No: 1800-208-9100  
Mail: [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

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

It is essential and imperative that any loss or claim under the policy has to be intimated within the timelines 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.

## **23. Authority to Obtain Records**

The insured must procure and cooperate with us in procuring any medical records and information from the hospital relating to the treatment for which claim has been lodged. If required, the Insured Person should give consent to us to obtain Medical records / opinion from the Hospital directly relating to the treatment for which claim has been made. If required the Insured / Insured Person must agree to be examined by a Medical Practitioner of Company's choice at our expense.

## **24. Automatic Termination**

This policy shall terminate immediately on the earlier of the following events irrespective of the expiry date mentioned in the policy schedule

- Upon the demise of the Surrogate Mother or Oocyte Donor, in which case the Company will refund premium calculated on pro-rata basis for the unexpired period subject there being no claim under the policy.
- Upon exhaustion of the Sum Insured.

## **25. 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.

# **8. GRIEVANCES REDRESSAL MECHANISM**

Mechanism for Grievance Redressal:-

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

Website : [www.cholainsurance.com](http://www.cholainsurance.com)

Toll free : 1800 208 9100

E-Mail : [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

Courier : Manager, Customer Care, Chola MS General Insurance Company Limited  
Hari Nivas Towers First Floor, #163, Thambu Chetty Street,  
Parry's Corner, Chennai -600001

### Procedure of Grievance Redressal

- Please write to [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com) to register your complaint.
- In Case of Senior Citizen please write to [seniorcitizensupport@cholams.murugappa.com](mailto:seniorcitizensupport@cholams.murugappa.com) or call our Toll free @ 1800 208 9100 ( for Health products )
- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turn around time for resolution and complaint registration details.
- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

### Escalation Matrix

- In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer – [Nodalescalation@cholams.murugappa.com](mailto:Nodalescalation@cholams.murugappa.com) (Quoting the previous Service request number)
- In case you are still unhappy with the response or have not received a response within 7 working days, you may escalate the same to our Chief Grievance Officer - [GRO@cholams.murugappa.com](mailto:GRO@cholams.murugappa.com) (Quoting the previous Service request number)
- If after having followed the above steps and your issue still remain unresolved, you may approach the Insurance Ombudsman for Redressal. Login to <https://www.cioins.co.in/Ombudsman> to get details on Insurance Ombudsman Offices.

Office Details	Jurisdiction of Office
AHMEDABAD - Shri Kuldip Singh, Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU – Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078. Tel.: 080 - 26652048   26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.

<p><b>BHOPAL-</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in</p>	<p>Madhya Pradesh, Chhattisgarh.</p>
<p><b>BHUBANESHWAR</b> - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar - 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in</p>	<p>Orissa.</p>
<p><b>CHANDIGARH</b> - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in</p>	<p>Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jam- mu &amp; Kashmir, Ladakh &amp; Chandigarh.</p>
<p><b>CHENNAI</b> - Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI -600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: ,bimalokpal.chennai@ecoi.co.in</p>	<p>Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).</p>
<p><b>DELHI</b> - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in</p>	<p>Delhi &amp; Following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh</p>
<p><b>GUWAHATI-</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>



<p>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. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry</p>
<p>JAIPUR - Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@ecoi.co.in</p>	<p>Rajasthan.</p>
<p>ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry.</p>
<p>KOLKATA- Shri P.K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R.Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in</p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p>LUCKNOW -Shri Justice Anil Kumar Srivas- tava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p>	<p>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.</p>

<p>MUMBAI - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p>NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 I 2514253 Email: bimalokpal.noida@ecoi.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, 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.</p>
<p>PATNA- Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune- 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

**ANNEXURE 1** (attached to and forming part of policy wordings)

LIST I – ITEMS FOR WHICH COVERAGE IS NOT AVAILABLE IN THE POLICY	
S. No.	Item
1	BABY FOOD
2	BABY UTILITIES CHARGES
3	BEAUTY SERVICES
4	BELTS / BRACES
5	BUDS

6	COLD PACK / HOT PACK
7	CARRY BAGS
8	EMAIL / INTERNET CHARGES
9	FOOD CHARGES (OTHER THAN PATIENT'S DIET PROVIDED BY HOSPITAL)
10	LEGGINGS
11	LAUNDRY CHARGES
12	MINERAL WATER
13	SANITARY PAD
14	TELEPHONE CHARGES
15	GUEST SERVICES
16	CREPE BANDAGE
17	DIAPER OF ANY TYPE
18	EYELET COLLAR
19	SLINGS
20	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES
21	SERVICES CHARGES WHERE NURSING CHARGE ALSO CHARGED
22	TELEVISION CHARGES
23	SURCHARGES
24	ATTENDANT CHARGES
25	EXTRA DIET OF PATIENT (OTHER THAN THAT WHICH FORMS PART OF BED CHARGE)
26	BIRTH CERTIFICATE
27	CERTIFICATE CHARGES
28	COURIER CHARGES
29	CONVEYANCE CHARGES
30	MEDICAL CERTIFICATE
31	MEDICAL RECORDS
32	PHOTOCOPIES CHARGES
33	MORTUARY CHARGES
34	WALKING AIDS CHARGES
35	OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL)
36	SPACER
37	SPIROMETRE
38	NEBULIZER KIT
39	STEAM INHALER
40	ARMSLING

41	THERMOMETER
42	CERVICAL COLLAR
43	SPLINT
44	DIABETIC FOOT WEAR
45	KNEE BRACES (LONG/SHORT/HINGED)
46	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER
47	LUMBO SACRAL BELT
48	NIMBUS BED OR WATER OR AIR BED CHARGES
49	AMBULANCE COLLAR
50	AMBULANCE EQUIPMENT
51	ABDOMINAL BINDER
52	PRIVATE NURSES CHARGES – SPECIAL NURSING CHARGES
53	SUGAR FREE TABLETS
54	CREAMS POWDER LOTIONS (TOILETRIES ARE NOT PAYABLE, ONLY PRESCRIBED MEDICAL PHARMACEUTICALS PAYABLE)
55	ECG ELECTRODES
56	GLOVES
57	NEBULIZATION KIT
58	ANY KIT WITH NO DETAILS MENTIONED (DELIVERY KIT, ORTHO KIT, RECOVERY KIT, ETC)
59	KIDNEY TRAY
60	MASK
61	OUNCE GLASS
62	OXYGEN MASK
63	PELVIC TRACTION BELT
64	PAN CAN
65	TROLLEY COVER
66	UROMETER, URINE JUG
67	AMBULANCE
68	VASOFIX SAFETY

LIST II – ITEMS THAT ARE TO BE SUBSUMED INTO ROOM CHARGES	
S. No.	Item
1	BABY CHARGES (UNLESS SPECIFIED/INDICATED)
2	HAND WASH

3	SHOE COVER
4	CAPS
5	CRADLE CHARGES
6	COMB
7	EAU0DE-COLOGNE/ROOM FRESHNERS
8	FOOT COVER
9	GOWN
10	SLIPPERS
11	TISSUE PAPER
12	TOOTH PASTE
13	TOOTH BRUSH
14	BED PAN
15	FACE MASK
16	FLEXI MASK
17	HAND HOLDER
18	SPUTUM CUP
19	DISINFECTANT LOTIONS
20	LUXURY TAX
21	HVAC
22	HOUSE KEEPING CHARGES
23	AIR CONDITIONER CHARGES
24	IM IV INJECTION CHARGES
25	CLEAN SHEET
26	BLANKET/WARMER BLANKET
27	ADMISSION KIT
28	DIABETIC CHART CHARGES
29	DOCUMENTATION CHARGES / ADMINISTRATIVE EXPENSE
30	DISCHARGE PROCEDURE CHARGES
31	DAILY CHART CHARGES
32	ENTRANCE PASS / VISITORS PASS CHARGES
33	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE
34	FILE OPENING CHARGES
35	INCIDENTAL EXPENSES / MISC. CHARGES (NOT EXPLAINED)
36	PATIENT IDENTIFICATION BAND / NAME TAG
37	PULSE OXYMETER CHARGES

<b>LIST III – ITEMS THAT ARE TO BE SUBSUMED INTO PROCEDURE CHARGES</b>	
<b>S. No.</b>	<b>Item</b>
1	HAIR REMOVAL CREAM
2	DISPOSABLE RAZORS CHARGES (FOR SITE PREPARATIONS)
3	EYE PAD
4	EYE SHEILD
5	CAMERA COVER
6	DVD, CD, CHARGES
7	GAUSE SOFT
8	GAUZE
9	WARD AND THEATRE BOOKING CHARGES
10	ARTHROSCOPY AND ENDOSCOPY INSTRUMENTS
11	MICROSCOPE COVER
12	SURGICAL BLADES, HARMONIC SCALPEL, SHAVER
13	SURGICAL DRILL
14	EYE KIT
15	EYE DRAPE
16	X-RAY FILM
17	BOYLES APPARATUS CHARGES
18	COTTON
19	COTTON BANDAGE
20	SURGICAL TAPE
21	APRON
22	TORNIQUET
23	ORTHOBUNDLE, GYNAEC BUNDLE

<b>LIST IV – ITEMS THAT ARE TO BE SUBSUMED INTO COSTS OF TREATMENT</b>	
<b>S. No.</b>	<b>Item</b>
1	ADMISSION / REGISTRATION CHARGES
2	HOSPITALISATION FOR EVALUATION / DIAGNOSTIC PURPOSE
3	URINE CONTAINER
4	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES
5	BIPAP MACHINE
6	CPAP / CAPD EQUIPMENTS
7	INFUSION PUMP – COST

8	HYDROGEN PEROXIDE\SPIRIT\DISINFECTANTS ETC
9	NUTRITION PLANNING CHARGES – DIETICIAN CHARGES – DIET CHARGES
10	HIV KIT
11	ANTISEPTIC MOUTHWASH
12	LOZENGES
13	MOUTH PAINT
14	VACCINATION CHARGES
15	ALCOHOLT SWABES
16	SCRUB SOLUTION/STERILLIUM
17	GLUCOMETER & STRIPS
18	URINE BAG

\*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31<sup>st</sup> January, 2024  
Sub: Guidelines on providing AYUSH coverage in Health Insurance policies.







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**DIVYANG BIMA, CHOLA MS**

\*SMS charges as applicable

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**Prohibition of rebates 41.** (1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

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