

### **CHOLA CRITICARE** CHOHLGP21289V012021 Policy Wordings

# **POLICY SECTIONS:**

Section 1: Definitions

Section 2: Persons who can be covered

# Section 3: Policy Coverage

- Section 4: Waiting Periods & General Exclusions
- Section 5: General Conditions
- Section 6: Grievance Redressal Mechanism



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

Master Policy will be issued in the name of Group Manager/Policy Holder and Individual Certificate may be issued to the beneficiaries.

The Sum Insured will be opted by the Group Manager and will be applicable to the members covered under the policy.

### **SECTION 1: 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:

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 or the date of commencement of cover in case of midterm inclusion.

Bank means a banking Company which transacts the business of banking in India

**Break in policy** means the period of gap that occurs at the end of the existing policy term/installment premium due date, when the premium due for renewal on a given policy or installment premium due is not paid on or before the premium renewal date or grace period.

**Commencement Date** means the commencement date of the coverage under this Policy as specified in the Policy Certificate

**Critical Illness** means an illness or condition as defined in the Policy that occurs or manifests itself during the Policy Period as a first incidence.

**Condition Precedent** shall mean a Policy term or condition upon which our liability under the Policy is conditional upon.

**Congenital Anomaly** means a condition(s) which is present since birth, which is abnormal with reference to form, structure or position.



- a) **Internal Congenital Anomaly:** Congenital anomaly which is not in the visible and accessible parts of the body.
- b) **External Congenital Anomaly:** Congenital anomaly which is in the visible and accessible parts of the body.

**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.

**Date of Diagnosis** For the purpose of this Policy, the date of diagnosis of the Insured illness is the date on which the consultant/Medical Practitioner certifies the diagnosis of the first occurrence of Insured illness. Provided, the date is not earlier than the date of diagnostic report based on which the final diagnosis is arrived at by the consultant/Medical Practitioner.

**Diagnosis** means the identification of a disease/illness/medical condition made by a Medical Practitioner supported by clinical, radiological and histological, histopathological and laboratory evidence and also surgical evidence wherever applicable, acceptable to us.

**Diagnostic Test** means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition.

**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.

**Enrolment / 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

**Financial Institution** shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.

**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 employee welfare associations, co-operative society's, Group policies being taken by Government bodies for certain identifiable groups, credit/debit card/kisan credit card holders insured through the card issuance company, customers of a particular business, professional associations, borrowers/depositors of a bank, customers of a bank or aggregators, or members of any similar group being administered by a group administration wherein Insurance is being provided as an add-on benefit.

**Grace period** means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received. The grace period for payment of the premium for all



#### CHOLA CRITICARE CHOHLGP21289V012021

Policy Wordings

types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases

**Hospital** means any institution established for inpatient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- a. has qualified nursing staff under its employment round the clock;
- b. has at least 10 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;
- c. has qualified medical practitioner(s) in charge round the clock;
- d. has a fully equipped operation theatre of its own where surgical procedures are carried out;
- e. maintains daily records of patients and makes these accessible to the insurance Company's authorized personnel

**Loan** means the sum of money lent at interest or otherwise to the Insured by any Bank/Financial Institution as identified by the Loan Account Number referred to in the Policy Schedule/Certificate of Insurance of this Policy. If the Loan amount pertains to Assets, it shall mean to include Assets in India Only.

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

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

**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 the scope and jurisdiction of license. The registered Medical practitioner should not be the Insured or Close Family Members of the Insured. For the purpose of this definition, **Close Family Members** would mean and include the Insured person's Spouse, children (including adopted and step children), Parents, brother, sister, father in law, mother in law, sister in law, brother in law, son in law, daughter in law, uncle, aunt, grandfather, grandmother, grandson, granddaughter, nephew, and niece.

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

### Pre-existing Disease(PED) means any condition, ailment, injury or disease:

- a) That is/are diagnosed by a physician within 36 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 36 months prior to the effective date of the policy issued by the insurer or its reinstatement.



**Policy** means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the Insured Person, what is excluded from the cover and the terms and conditions on which the policy is issued to the Insured person

**Policy Period/Policy Term** means the period between the commencement date specified in the Policy Certificate in respect of any Insured person and earlier of

- a. the expiry date specified in the Policy Certificate and
- b. The date of cancellation of this Policy by either Policyholder or Insured or Insurer in accordance with General Condition (5.20) below.
- c. On claim payment of 100% of sum insured during the lifetime of the Insured

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

**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.

**Sum Insured** means the amount shown in the Policy Schedule/Certificate which shall be our maximum liability for each Insured Person for any and all benefits claimed for during the Policy Period

Survival Period means the period after an Insured event that the Insured person has to survive before a claim becomes valid.

**Waiting period** means a period from the inception of this Policy during which specified diseases/treatments are not covered. On Completion of the period, diseases/treatments shall be covered provided the Policy has been continuously renewed without any break

#### List of Critical Illness and their definitions

#### **1. CANCER OF SPECIFIED SEVERITY**

I. A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

II. The following are excluded –

i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.



# CHOLA CRITICARE

CHOHLGP21289V012021

Policy Wordings

ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;

iii. Malignant melanoma that has not caused invasion beyond the epidermis;

iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0

v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;

vi. Chronic lymphocytic leukaemia less than RAI stage 3

vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,

viii.All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

### 2. MYOCARDIAL INFARCTION

(First Heart Attack of specific severity)

I. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)

ii. New characteristic electrocardiogram changes

iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

II. The following are excluded:

i. Other acute Coronary Syndromes

ii. Any type of angina pectoris

iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

### **3. OPEN CHEST CABG**

I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

II. The following are excluded:

i. Angioplasty and/or any other intra-arterial procedures

### 4. OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES

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

### 5. MAJOR ORGAN /BONE MARROW TRANSPLANT



#### CHOLA CRITICARE CHOHLGP21289V012021

Policy Wordings

I. The actual undergoing of a transplant of:

i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or

ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

II. The following are excluded:

i. Other stem-cell transplants

ii. Where only islets of langerhans are transplanted

### 6. PERMANENT PARALYSIS OF LIMBS

I. Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

### 7. MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS

I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:

i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and

ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

II. Neurological damage due to SLE is excluded.

### 8. MOTOR NEURON DISEASE WITH PERMANENT SYMPTOMS

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

### 9. CREUTZFELDT-JAKOB DISEASE (CJD)

Creutzfeldt-Jacob disease is an incurable brain infection that causes rapidly progressive deterioration of mental function and movement. A Registered Doctor who is a neurologist must make a definite diagnosis of Creutzfeldt-Jacob disease based on clinical assessment, EEG and imaging. There must be objective neurological abnormalities on exam along with severe progressive dementia.

Mental functioning would mean functions /processes such as perception, introspection, belief, imagination reasoning which we can do with our minds.

### **10. BENIGN BRAIN TUMOR**

I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.



# CHOLA CRITICARE

CHOHLGP21289V012021

Policy Wordings

II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or

ii. Undergone surgical resection or radiation therapy to treat the brain tumor.

III. The following conditions are **excluded**:

Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

### **11. FULMINANT VIRAL HEPATITIS**

A sub-massive to massive necrosis of the liver by any virus, leading precipitously to liver failure This diagnosis must be supported by all of the following:

- a. rapid decreasing of liver size; and
- b. necrosis involving entire lobules, leaving only a collapsed reticular framework; and
- c. rapid deterioration of liver function tests; and
- d. deepening jaundice; and
- e. hepatic encephalopathy.

Acute Hepatitis infection or carrier status alone does not meet the diagnostic criteria.

### **12. SURGERY TO AORTA**

The actual undergoing of major surgery to repair or correct aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. Surgery performed using only minimally invasive or intra-arterial techniques are excluded. Angioplasty and all other intra-arterial, catheter based techniques, "keyhole" or laser procedures, traumatic injury of the aorta and congenital narrowing of the aorta are excluded

### SECTION 2: PERSONS WHO CAN BE COVERED

- This Insurance is available to the Group Members aged between 18 months and 65 years (Completed age) at the commencement date of this policy.
- Family of the Group Members are not eligible for coverage under this policy.
- Policy shall be offered for a term of one year for all types of Groups.
- Where policy is issued to Credit Linked customer segment, policy may be issued for a term of more than one year, i.e. 2/3/4/5 years upto the loan period not exceeding the maximum of 5 years.
- The policy can be renewed till the closure of the loan for credit linked customers

### **SECTION 3: POLICY COVERAGE**

If at any time during the currency of this Policy, the Insured Person is diagnosed as suffering from a Critical Illness listed and defined in the Policy, the first occurrence of which manifests itself during the Policy Period mentioned in the **Policy Certificate**, the Company shall pay a Lumpsum Benefit equal to the Sum



Insured specified in the **Policy Certificate** provided that the critical illness is diagnosed after 90 days of commencement of the Policy.

For the purpose of this cover, Covered Critical Illness shall mean any one of the critical illness listed and defined in the Policy.

List of Critical Illness Covered	
1. Cancer of Specified Severity	
2. Myocardial Infarction (First Heart Attack of specific Severity)	
3. Open Chest CABG	
4. Open Heart Replacement or Repair of Heart Valves	
5. Major Organ /Bone Marrow Transplant	
6. Permanent Paralysis Of Limbs	
7. Multiple Sclerosis With Persisting Symptoms	
8. Motor Neuron Disease with permanent symptoms	
9. Creutzfeldt Jakob Disease	
10. Benign Brain Tumor	
11. Fulminant Hepatitis	
12. Aorta Graft Surgery	

### Survival period:

Survival period of 30/NIL days would be applicable from the date of diagnosis of a condition to be eligible for this benefit. The insured has to survive for a period of 30/NIL days from the date of diagnosis to be eligible for the benefit under the policy. We will not be liable for payment of any claim in the scenario where the insured person expires within the survival period.

#### **Specific Condition:**

Benefit under this policy is payable in respect of the first incidence of one of the specified illnesses and thereafter the policy terminates immediately and shall not be renewable for the Insured person for whom the claim was paid.

### SECTION 4: WAITING PERIODS & GENERAL EXCLUSIONS

1. **Waiting Period:** Any Critical Illness diagnosed within the first 90 days from the date of commencement of the Policy is excluded.

### 2. General Exclusions:

This Policy does not provide for any loss resulting in whole or in part from, or expenses incurred in respect of:

- **1.** Any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician, or was diagnosed or was contracted before the inception date of the policy with Us.
- 2. Any illness, sickness or disease other than those specified as Critical Illness under this Policy



- 3. In the event of the death of the Insured Person within the stipulated survival period;
- 4. Any Critical Illness based on certification/diagnosis/treatment from persons not registered as Medical Practitioners, or from a Medical Practitioner who is practising outside the discipline that he is licensed for, or any diagnosis or treatment that is not scientifically recognised or Unproven / Experimental Treatment, or is not medically necessary or any kind of self-medication and its complications;
- 5. Any pre-existing disease/condition or any complication arising there from;
- 6. loss sustained or contracted in consequence of the Insured Person being under the influence of alcohol, substance, intoxicant, drugs unless administered on the advice of a physician or hallucinogen;
- 7. Narcotics used by the Insured Person unless taken as prescribed by a registered Medical Practitioner
- 8. intentionally self-inflicted injury, suicide or any attempt thereof or acts of self-destruction;
- **9.** any loss caused by or arising from or attributable to a foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), civil war, public defense, rebellion, revolution, insurrection, military or usurped power;
- **10.** any loss caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack;
- 11. Any external congenital diseases, defects or anomalies.
- **12.** Insured Persons whilst engaging in a speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports in so for as they involve the training for or participation in competitions or professional sports, or involving a naval, military or air force operation;
- **13.** Loss caused by participation of the Insured Person in any flying activity, except as a bona fide, farepaying passenger of a recognised airline on regular routes and on a schedule timetable
- **14.** loss arising or resulting from the Insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion with criminal intent;

### **SECTION 5: GENERAL CONDITIONS**

#### 1. Condition precedent to Admission of Liability:

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 his/her dependent.

#### 2. 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 minimize its financial consequences

#### 3. Consideration:

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

#### 4. Disclosure to information:



In the event of misrepresentation, mis-description or non-disclosure of any material fact by the Insured person(s)/Policy Holder, the policy shall be void and all premium paid hereon shall be forfeited to the Company and no claim shall be payable under the policy.

### 5. Change of Address / Contact details:

It is in the **Insured Person's/Policy holder's** interest to intimate us if there is any change in contact address and phone numbers.

#### 6. Moratorium Period:

After completion of sixty continuous months of coverage (including portability and migration) in health insurance policy, no policy and claim shall be contestable by the insurer on grounds of non-disclosure, misrepresentation, except on grounds of established fraud. This period of sixty continuous months is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy. Wherever the sum insured is enhanced, completion of sixty continuous months would be applicable from the date of enhancement of sums insured only on the enhanced limits.

#### 7. Notice and Communication:

- i. Any notice ,direction ,instruction or any other communication related to the Policy should be made in writing
- ii. Such communication shall be sent to the address of the Company or through any other electronic modes specified in the Policy Schedule/Certificate
- iii. The Company shall communicate to the Insured Person/Policy Holder at the address or through any other electronic mode mentioned in the schedule/certificate

#### 8. Transfer:

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

#### 9. Nomination:

The Insured person is entitled at the inception of the policy and at the time of renewal 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 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.

#### 10. Fraud:

If any claim made by the insured person/Policy holder, 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 shall be forfeited.



### CHOLA CRITICARE CHOHLGP21289V012021

Policy Wordings

Any amount already paid against claims which are found fraudulent later under this policy shall be repaid by all person(s) named in the policy schedule/certificate, who shall be jointly and severally liable for such repayment.

For the purpose of this clause, the expression "fraud" means the following acts committed by the Insured person/policy holder or his agent, 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/Policy holder does not believe to be true
- b) The active concealment of a fact by the Insured person/policy holder having knowledge or belief of the fact
- c) Any other act fitted to deceive
- d) Any such act or omission as the law specially declares to be fraudulent

The company shall not repudiate the policy on ground of fraud, if any insured person/beneficiary/policy holder can prove that the misstatement was true to best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

### 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 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.

#### **13. Territorial Limits:**

The Insurer's liability to make any payment towards illness shall be to make payment within India.

#### 14. Assignment:

The policy can be assigned subject to applicable laws.

### **15. i. Claim Notification:**

- a. It shall be a condition precedent for any claim to be made by the **Insured** Person under this policy or for liability attaching to us hereunder that claim intimation is provided to the Insurer within 30 days from the date of diagnosis by telephone through toll free number (**1800-208-9100**) or in writing by email (customercare@cholams.murugappa.com) / letter). The intimation should contain the following information:
  - Insured details (Name /Age/Gender)
  - Contact no & E-Mail ID.



### CHOLA CRITICARE CHOHLGP21289V012021 Policy Wordings

- Certificate Number.
- Illness contracted
- Ailment
- b. The insured / claimant shall provide the Insurer with details of the claim to be paid as listed below under claim documentation of the policy within 30 days of completion of the survival period. Failure to furnish such details within such time as required shall not invalidate or reduce the claim, if the Insured person is able to satisfy the Company that it is was not reasonably possible to do so within such time.
- c. The Insurer 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 of the Insured Person's claim, and may for these purposes require the Insured Person to be examined by a medical advisor nominated by the Insurer as often as and to the extent that either considers to be reasonably necessary.
- d. The insured shall obtain and furnish to the Company copy of all bills, receipts and 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'.

### **15.ii. Claim Documentation:**

Following documents are to be submitted within 30 days from the date of diagnosis for processing of the claim along with the duly filled & signed claim form by the insured / nominee:

- KYC of the nominee / legal heir in case of death claim and KYC of the Insured for other claim under the policy.
- Account details with proof for NEFT of the nominee / legal heir in case of death claim and of the insured for other claims under the policy i.e. cancelled cheque, passbook copy has to be submitted with the below listed claim documents.
  - **a.** Detailed attending physician's report / consultation papers mentioning the past medical and surgical history of the patient with duration of the ailment and confirming the diagnosis / Diagnosis Certificate from Specialist.
  - **b.** All supporting lab reports supporting the diagnosis of the critical illness along with the relevant histological classification / stage (histo pathological, imaging or any other reports).
  - c. Detailed discharge summary / Operation theatre notes wherever hospitalization occurred.
  - **d.** Copy of FIR / MLC in case of road traffic accident injuries resulting in critical illness defined above.
  - e. Proof of identity and residence of the Insured.

The documents should be sent to: 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



#### CHOLA CRITICARE CHOHLGP21289V012021

OHLGP21289V0120 Policy Wordings

Customer Care Toll Free No: 1800-208-9100 E-Mail: <u>customercare@cholams.murugappa.com</u>

### 15.iii. Claim Settlement:

- i. We shall settle claims, including its rejection, within thirty days of the receipt of last `necessary' document.
- ii. However, where the circumstances of a claim warrant an investigation in the opinion of the insurer, 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, Insurer shall settle the claim within 45 days from the date of receipt of last necessary document.
- iii. In case of delay in the payment, the Company shall be liable to pay penal interest at a rate which is 2% above the Bank rate prevalent at the beginning of the financial year in which the claim is reviewed.
- iv. There is no TPA tie –up envisaged for this product. Any arrangement in future will be disclosed in the Policy to the Policy holders
- v. Any claim payable under the policy will be in Indian Rupees Only.

### **15.iv. 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 wherever deemed necessary 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.

### **15.v.** Authority to Obtain Records:

The Insured Person must procure and cooperate with us in procuring any medical records and information from the hospital relating to the treatment/diagnosis 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

### **16. Renewal of Policy:**

a. We agree to renew your policy except on grounds of moral hazard, misrepresentation, fraud or non-cooperation by the Insured.

b. This policy can be renewed subject to payment of premium prior to expiry of the policy and not later than 30 days grace period posts the expiry of the policy. We condone the delay and renew the policy with continuity benefits.

c. The claims if any occurring during the period of break in insurance shall not be payable under the renewed policy



d. If a claim was paid during the policy period for any one of the covered critical illness, then this policy stands terminated and shall not be subsequently renewed.

e. Policies issued for Credit Linked Customers can be renewed till the closure of the loan.

### **17. Enhancement of Sum Insured:**

Sum Insured can be enhanced only at the time of renewal subject to reported claim status and health condition of the insured. If the Insured Person/Policy holder decides to increase the sum insured at the time of renewal, the Sum Insured revision is subject to written application and our acceptance. The coverage for the increased sum insured shall be as if a new policy is issued for the additional sum insured. The additional Sum Insured will be available subject to applicable waiting periods under the policy.

### **18. Product Withdrawal:**

This product may be withdrawn from the market subject to the approval from the Product Management Committee of the Company with reasons for withdrawal. We will intimate the Insured person/Policy holder in writing about such withdrawal atleast three months prior to the renewal date. The Insured person/policy holder will have the option to migrate to another policy with similar covers if available with the company.

#### **19. Product Revision:**

Any revision or modification in a policy subject to the approval from the Product Management Committee of the Company 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.

### 20. Cancellation of cover:

This policy may be cancelled by us on account of misrepresentation, fraud, and non-disclosure of material facts or non-cooperation of the insured person / policy holder by giving 15 days written notice delivered to, or mailed to the Insured persons'/policy holder's last address as shown in the records. The Policy shall be void in case of misrepresentation, fraud or non-disclosure of material facts and all premium paid hereon shall be forfeited to the Company and no claim shall be payable under the policy. Upon cancellation of the policy by us on account of non-cooperation, the Insured Person/policy holder shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation subject to no claim under the policy.

The insured person / policy holder may also cancel the policy at any time in which event, the company shall be entitled to retain premium at Short Period Scale for the expired portion on the date of cancellation. Any excess premium available with us after adjustment at Short Period Scale as provided herein below shall be refunded to the Insured Person / Policy holder provided no claim has been made under the policy.

	Short period Scale - Rate of Premium to be retained			ned	
Period on Risk (in Months)	1 Year Policy Term	2 Year Policy Term	3 Year Policy Term	4 Year Policy Term	5 Year Policy Term
1	8%	4%	3%	2%	2%
2	17%	8%	6%	4%	3%



## CHOLA CRITICARE CHOHLGP21289V012021

3	25%	13%	8%	6%	5%
4	33%	17%	11%	8%	7%
5	42%	21%	14%	10%	8%
6	50%	25%	17%	13%	10%
7	58%	29%	19%	15%	12%
8	67%	33%	22%	17%	13%
9	75%	38%	25%	19%	15%
10	83%	42%	28%	21%	17%
11	92%	46%	31%	23%	18%
12	100%	50%	33%	25%	20%
13		54%	36%	27%	22%
14		58%	39%	29%	23%
15		63%	42%	31%	25%
16		67%	44%	33%	27%
17		71%	47%	35%	28%
18		75%	50%	38%	30%
19		79%	53%	40%	32%
20		83%	56%	42%	33%
21		88%	58%	44%	35%
22		92%	61%	46%	37%
23		96%	64%	48%	38%
24		100%	67%	50%	40%
25			69%	52%	42%
26			72%	54%	43%
27			75%	56%	45%
28			78%	58%	47%
29			81%	60%	48%
30			83%	63%	50%
31			86%	65%	52%
32			89%	67%	53%
33			92%	69%	55%
34			94%	71%	57%
35			97%	73%	58%
36			100%	75%	60%
37				77%	62%
38				79%	63%



#### CHOLA CRITICARE CHOHLGP21289V012021 Policy Wordings

39		81%	65%
40		83%	67%
41		85%	68%
42		88%	70%
43		90%	72%
44		92%	73%
45		94%	75%
46		96%	77%
47		98%	78%
48		100%	80%
49			82%
50			83%
51			85%
52			87%
53			88%
54			90%
55			92%
56			93%
57			95%
58			97%
59			98%
60			100%

### 21. Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

### **22.** Automatic Termination

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

• Upon the demise of the Insured person, 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 payment of an admissible claim and settlement of 100% of Sum Insured specified in the Policy Certificate.

### 23. Disclaimer



It is also hereby further expressly agreed and declared that if we shall disclaim liability to You for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of law or pending reference before Ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 24. Multiple policies

On occurrence of the insured event, the Insured Person or his Nominee can claim from all Insurers under all policies.

### SECTION 6: GRIEVANCE REDRESSAL MECHANISM

#### 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 9100

E-Mail : 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 <u>customercare@cholams.murugappa.com</u> to register your complaint.
- In Case of Senior Citizen please write to <u>seniorcitizensupport@cholams.murugappa.com</u> 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 <u>Nodalescalation@cholams.murugappa.com</u> (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 <u>GRO@cholams.murugappa.com</u> (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 <u>https://www.cioins.co.in/Ombudsman</u> to get details on Insurance Ombudsman Offices.

Office Details	Jurisdiction of Office
AHMEDABAD - Shri Kuldip Singh,	Gujarat,
Office of the Insurance Ombudsman,	Dadra & Nagar Haveli,
Jeevan Prakash Building, 6th floor,	Daman and Diu.



#### CHOLA CRITICARE CHOHLGP21289V012021

Tilak Marg, Relief Road,	
Ahmedabad - 380 001.	
Tel.: 079 - 25501201/02/05/06	
Email: bimalokpal.ahmedabad@ecoi.co.in	
BENGALURU –	Karnataka.
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 I 26652049	
Email: <u>bimalokpal.bengaluru@ecoi.co.in</u>	
BHOPAL-	Madhya Pradesh,
Office of the Insurance Ombudsman,	Chhattisgarh.
Janak Vihar Complex, 2nd Floor,	Simauiogum.
6, Malviya Nagar, Opp. Airtel Office,	
Near New Market,	
Bhopal - 462 003.	
Tel.: 0755 - 2769201 / 2769202	
Fax: 0755 - 2769203	
Email: <u>bimalokpal.bhopal@ecoi.co.in</u>	
BHUBANESHWAR - Shri Suresh Chandra Panda	Origan
	Orissa.
Office of the Insurance Ombudsman,	
62, Forest park,	
Bhubaneshwar - 751 009.	
Tel.: 0674 - 2596461 /2596455	
Fax: 0674 - 2596429	
Email: <u>bimalokpal.bhubaneswar@ecoi.co.in</u>	
CHANDIGARH -	Punjab,
Office of the Insurance Ombudsman,	Haryana(excluding Gurugram, Faridabad, Sonepat and
S.C.O. No. 101, 102 & 103, 2nd Floor,	Bahadurgarh)
Batra Building, Sector 17 - D,	Himachal Pradesh, Union Territories of Jammu &
Chandigarh - 160 017.	Kashmir,
Tel.: 0172 - 2706196 / 2706468	Ladakh & Chandigarh.
Fax: 0172 - 2708274	
Email: <u>bimalokpal.chandigarh@ecoi.co.in</u>	
CHENNAI -	Tamil Nadu, Tamil Nadu
Office of the Insurance Ombudsman,	PuducherryTown and
Fatima Akhtar Court, 4th Floor, 453,	Karaikal (which are part of Puducherry).
Anna Salai, Teynampet,	
CHENNAI -600 018.	
Tel.: 044 - 24333668 / 24335284	
Fax: 044 - 24333664	
Email: <u>bimalokpal.chennai@ecoi.co.in</u>	
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# CHOLA CRITICARE

CHOHLGP21289V012021

DELHI - Shri Sudhir Krishna	Delhi &
Office of the Insurance Ombudsman,	Following Districts of Haryana - Gurugram, Faridabad,
2/2 A, Universal Insurance Building,	Sonepat & Bahadurgarh.
Asaf Ali Road,	
New Delhi - 110 002.	
Tel.: 011 - 23232481/23213504	
Email: <u>bimalokpal.delhi@ecoi.co.in</u>	
GUWAHATI-	Assam,
Office of the Insurance Ombudsman,	Meghalaya,
Jeevan Nivesh, 5th Floor,	Manipur,
Nr. Panbazar over bridge, S.S. Road,	Mizoram,
Guwahati - 781001(ASSAM).	Arunachal Pradesh,
Tel.: 0361 - 2632204 / 2602205	Nagaland and Tripura.
Email: <u>bimalokpal.guwahati@ecoi.co.in</u>	
HYDERABAD-	Andhra Pradesh,
Office of the Insurance Ombudsman,	Telangana,
6-2-46, 1st floor, "Moin Court",	Yanam and
Lane Opp. Saleem Function Palace,	part of Union Territory of Puducherry
A.C. Guards, Lakdi-Ka-Pool,	
Hyderabad - 500 004.	
Tel.: 040 - 23312122	
Fax: 040 - 23376599	
Email: <u>bimalokpal.hyderabad@ecoi.co.in</u>	
JAIPUR -	Rajasthan.
Office of the Insurance Ombudsman,	
Jeevan Nidhi - II Bldg., Gr. Floor,	
Bhawani Singh Marg,	
Jaipur - 302 005.	
Tel.: 0141 - 2740363	
Email: <u>bimalokpal.jaipur@ecoi.co.in</u>	
ERNAKULAM - Ms. Poonam Bodra	Kerala,
Office of the Insurance Ombudsman,	Lakshadweep,
2nd Floor, Pulinat Bldg.,	Mahe-a part of Pondicherry.
Opp. Cochin Shipyard, M. G. Road,	
Ernakulam - 682 015.	
Tel.: 0484 - 2358759 / 2359338	
Fax: 0484 - 2359336	
Email: <u>bimalokpal.ernakulam@ecoi.co.in</u>	
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# CHOLA CRITICARE

CHOHLGP21289V012021

KOLKATA- Shri P.K. Rath	West Densel
Office of the Insurance Ombudsman,	West Bengal, Sikkim,
Hindustan Bldg. Annexe, 4th Floor,	Andaman & Nicobar Islands.
4, C.R.Avenue,	Anuaman & Nicobar Islands.
4, C.K.Avenue, KOLKATA - 700 072.	
Tel.: 033 - 22124339 / 22124340	
Fax: 033 - 22124341	
Email: <u>bimalokpal.kolkata@ecoi.co.in</u>	
LUCKNOW -Shri Justice Anil Kumar Srivastava	Districts of Uttar Pradesh :
Office of the Insurance Ombudsman,	Laitpur, Jhansi, Mahoba, Hamirpur, Banda,
6th Floor, Jeevan Bhawan, Phase-II,	Chitrakoot, Allahabad, Mirzapur, Sonbhabdra,
Nawal Kishore Road, Hazratganj,	Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur,
Lucknow - 226 001.	Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur,
Tel.: 0522 - 2231330 / 2231331	Bahraich, Barabanki, Raebareli, Sravasti, Gonda,
Fax: 0522 - 2231310	Faizabad, Amethi, Kaushambi, Balrampur, Basti,
Email: <u>bimalokpal.lucknow@ecoi.co.in</u>	Ambedkarnagar, Sultanpur, Maharajgang,
	Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur,
	Deoria, Mau, Ghazipur, Chandauli, Ballia,
MUMBAI -	Sidharathnagar. Goa,
Office of the Insurance Ombudsman,	
3rd Floor, Jeevan Seva Annexe,	Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
S. V. Road, Santacruz (W),	excluding Navi Munibal & Thane.
S. V. Road, Santacruz (W), Mumbai - 400 054.	
Tel.: 69038821/23/24/25/26/27/28/28/29/30/31	
Fax: 022 - 26106052	
Email: <u>bimalokpal.mumbai@ecoi.co.in</u>	
NOIDA - Shri Chandra Shekhar Prasad	State of Uttaranchal and the following Districts of
Office of the Insurance Ombudsman,	Uttar Pradesh:
Bhagwan Sahai Palace	Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun,
4th Floor, Main Road,	Bulandshehar, Etah, Kanooj, Mainpuri, Mathura,
Naya Bans, Sector 15,	Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit,
Distt: Gautam Buddh Nagar,	Etawah, Farrukhabad, Firozbad, Gautambodhanagar,
U.P-201301.	Ghaziabad, Hardoi, Shahjahanpur, Hapur, ShamIi,
Tel.: 0120-2514252 I 2514253	Rampur, Kashganj, Sambhal, Amroha, Hathras,
Email: <u>bimalokpal.noida@ecoi.co.in</u>	Kanshiramnagar, Saharanpur.



#### CHOLA CRITICARE CHOHLGP21289V012021

PATNA- Shri N. K. Singh	Bihar, Jharkhand.
Office of the Insurance Ombudsman,	
1st Floor, Kalpana Arcade Building,	
Bazar Samiti Road,	
Bahadurpur,	
Patna 800 006.	
Tel.: 0612-2680952	
Email: <u>bimalokpal.patna@ecoi.co.in</u>	
PUNE - Shri Vinay Sah	Maharashtra,
Office of the Insurance Ombudsman,	Area of Navi Mumbai and Thane excluding Mumbai
Jeevan Darshan Bldg., 3rd Floor,	Metropolitan Region.
C.T.S. No.s. 195 to 198,	
N.C. Kelkar Road, Narayan Peth,	
Pune- 411 030.	
Tel.: 020-41312555	
Email: <u>bimalokpal.pune@ecoi.co.in</u>	