

## Sections

1. Customer Information Sheet
2. Schedule of Benefits
3. Coverages
4. Definitions
5. Exclusions
6. General Conditions
7. Grievances

**Section 1 : Customer Information Sheet**

S No	Title	Description	Policy Clause Number
1	Product Name	Approved Brand Name	Chola MS Critical Healthline Insurance
2	What am I covered for	Fixed Benefit on diagnosis of the listed illness	Section 3 Coverages
3	What are the Major exclusions in the policy	Any Critical Illness arising on account of or in connection with any pre-existing disease	Section 5 – 5.2
		Treatment arising from or traceable to pregnancy, childbirth postpartum complications including but not limited to caesarian section, birth defects and congenital anomalies	Section 5 General Exclusion 5.3-5.3.2
		Intentional self Injury and / or the use or misuse of intoxicating drugs and / or alcohol  Refer policy wordings for detailed list of exclusions	Section 5 General Exclusion 5.3-5.3.11
4	Waiting period	Initial Waiting period: 90 days for all illness (not applicable on (renewal and for accidents	Section 5 Waiting Period 5.1
		Pre-existing diseases: not covered	Section 5 -5.2
5	Payout basis	Reimbursement for covered illness upto specified limits	Section 6 General condition 6.4
6	Cost sharing	In case of a claim, this policy requires you to share the following costs Cost exceeding the following sub-limit -	Not applicable

7	Renewal Conditions	The policy is ordinarily renewable till lifetime, unless on grounds of moral hazard, misrepresentation, fraud or non-cooperation by the Insured	Section 6 General condition 6.8
		Other terms and conditions of renewal	Section 6 General condition 6.8
8	Renewal Benefits	increase in the Insured's %__ annual limit for every claim free year	Not Applicable
9	Cancellation	This policy would be cancelled, and no claim or refund would be :due to the Insured if Insured/Proposer - has not correctly disclosed details about Insured's current and past health status OR Insured has otherwise - encouraged or participated in any fraudulent claims under the policy	Section 6 General condition 6.10
10	Nomination	As per the Health Insurance Regulations, all proposal forms will be provided with nomination facility to the Policyholder to receive money secured by the Policy in the event of death. In case the nominee is a minor, then the Policyholder can appoint the person to receive the money secured by the policy in the event of the Policyholder's death during .the minority of the nominee Policy will contain an acknowledgement of having registered the nomination. Any subsequent cancellation by the Policyholder or change in nomination will be duly .acknowledged	Section 6 General condition 6.11

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

We issue this insurance policy to You and/or Your Family based on the information provided by You / Proposer in the proposal form and premium paid by You/ Proposer. This insurance is subject to the following terms and conditions. This policy covers Your Family on Individual Sum Insured basis. The method of coverage and the Sum Insured that has been opted by you is mentioned in the Policy Schedule. The term **You/ Your / Insured Person /Insured/ Policyholder/ Proposer** in this document refers to **You and all the Insured persons** covered under this policy. The term **Insurer/ Us/ our/ Company** in this document refers to **Cholamandalam MS General Insurance Company Limited**.

## Section 2 : SCHEDULE OF BENEFITS

Benefits in the table below should be read in conjunction with Section 3 Coverages and Section 4 Definitions

	Chola MS Standard Critical Healthline	Chola MS Advanced Critical Healthline
Critical Illnesses covered	<ol style="list-style-type: none"> <li>1. Cancer of Specified Severity</li> <li>2. Stroke Resulting In Permanent Symptoms</li> <li>3. First Heart Attack – Of Specified Severity</li> <li>4. Open Chest CABG</li> <li>5. Kidney Failure Requiring Regular Dialysis</li> <li>6. Multiple Sclerosis With Persisting Symptoms</li> <li>7. Major Organ /Bone Marrow Transplant</li> <li>8. Permanent Paralysis Of Limbs</li> <li>9. Surgery to Aorta</li> <li>10. Primary Pulmonary hypertension</li> </ol>	<ol style="list-style-type: none"> <li>1. Cancer of Specified Severity</li> <li>2. Stroke Resulting In Permanent Symptoms</li> <li>3. First Heart Attack – Of Specified Severity</li> <li>4. Open Chest CABG</li> <li>5. Kidney Failure Requiring Regular Dialysis</li> <li>6. Multiple Sclerosis With Persisting Symptoms</li> <li>7. Major Organ /Bone Marrow Transplant</li> <li>8. Permanent Paralysis Of Limbs</li> <li>9. Surgery to Aorta</li> <li>10. Primary Pulmonary hypertension</li> <li>11. Parkinson's Disease</li> <li>12. Motor Neuron Disease With Permanent Symptoms</li> </ol>
Sum Insured in Lakhs	1/3/5/10	1/3/5/10
Entry Age	5 years to 65 years	5 years to 65 years
Survival Period after diagnosis	30 Days	30 Days

Waiting periods for availing benefits from first purchase	90 days of commencement of policy	90 days of commencement of policy
Emergency Ambulance	Not Covered	Rs.1000 per insured per policy yr

The benefit applicable to you will depend on Plan and Sum Insured opted by you as shown in your policy schedule

### Section 3 : COVERAGES

If the Insured is diagnosed as suffering from a Critical Illness the first occurrence of which manifests itself during the Policy Period, and if the Insured survives for a minimum of 30 days from the date of diagnosis, the Company shall pay a Critical Illness Benefit.

### Section 4 : DEFINITIONS

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

1. **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
2. **Claims Team** means the Claims administration team within Chola MS General Insurance Company
3. **Condition Precedent** shall mean a policy term or condition upon which our liability under the policy is valid.
4. **Congenital Anomaly** refers to a condition(s) which is present since birth, which is abnormal with reference to form, structure or position.
  - a. **Internal Congenital Anomaly:** Which is not in the visible and accessible parts of the body
  - b. **External Congenital Anomaly:** Which is in the visible and accessible parts of the body
5. **Date of Diagnosis:** For the purpose of this policy, the date of diagnosis of the insured illness is the date on which the consultant/doctor 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/doctor
6. **Dependents** refer to family members listed below, who is financially dependent on the Primary Insured or proposer and does not have his / her independent sources of income. Spouse and dependent children.
7. **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

8. **Diagnostic Test** means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition
9. **Disclosure to information norm:** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
10. **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
11. **Grace period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of *preexisting diseases*. Coverage is not available for the period for which no premium is received.
12. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
  - a. **Acute condition** means 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** means 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 your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
13. **Inception Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule
14. **Medical Practitioner/Doctor** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

The registered practitioner should not be the insured or close family members.
15. **Notification of claim** is the process of notifying a claim to the insurer by specifying the timelines as well as the address / telephone number to which it should be notified
16. **Policy** means the policy schedule (including endorsements if any), the terms and conditions in this document, any annexure thereto (as amended from time to time) and your statements in the Proposal form.

17. **Policy period** means the period between the inception date and earlier of
- a. The Expiry Date specified in the Schedule
  - b. The date of cancellation of this Policy by either Policyholder or Insurer in accordance with Section 6 - General Condition 6.9 below.
18. **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.
19. **Pre-Existing Diseases** means any condition, ailment or injury or related conditions for which the insured had signs or symptoms and/or were diagnosed and/or received medical advice/treatment, within 48 months prior to inception of his / her first policy issued by the insurer.
20. **Portability** means transfer by an individual health insurance policy holder (including family cover) to the credit gained for pre-existing conditions and time bound exclusions if he/she chooses to switch from one insurer to another insurer.
21. **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
22. **Proposer** means the person who has signed in the proposal form and named in the Schedule. He may or may not be insured under the policy
23. **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
24. **Schedule of Benefits** means the table of benefits, with the limit of Sum Insured under each benefit, that will be paid by us as per the plan opted by you.
25. **Sum Insured** means the amount shown in the policy schedule which shall be our maximum liability for each Insured Person for any and all benefits claimed for during the policy period.
26. **Waiting period** refers to the period during which we shall not be liable to make any payment for any claim for treatment. This is not applicable if caused directly due to an accident during the policy period.
27. **List of Critical Illness and their definitions**

#### 27.1 **Cancer of Specified Severity**

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

The following are excluded –

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

#### **27.2 Stroke Resulting In Permanent Symptoms**

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

The following are excluded:

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

#### **27.3 First Heart Attack - of Specified Severity**

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

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



The following are excluded:

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

#### **27.4 Open Chest CABG**

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

Excluded are:

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

#### **27.5 Kidney Failure Requiring Regular Dialysis**

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

#### **27.6 Multiple Sclerosis With Persisting Symptoms**

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

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

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

#### **27.7 Major Organ /Bone Marrow Transplant**

The actual undergoing of a transplant of:

One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted

from irreversible end-stage failure of the relevant organ, or Human bone marrow using haematopoietic stem cells The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:

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

#### **27.8 Permanent Paralysis of Limbs**

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

#### **27.9 Surgery to Aorta**

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

#### **27.10 Primary Pulmonary Hypertension**

The diagnosis by a Physician of primary pulmonary hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent irreversible physical impairment to the degree of at least class 3 of the New York Heart Association Classification of cardiac impairment and resulting in the Insured being unable to perform his usual occupation.

#### **27.11 Parkinson's Disease**

The unequivocal diagnosis of progressive degenerative idiopathic Parkinson's disease by a consultant Neurologist. This diagnosis must be supported by all of the following conditions:

- a. The disease cannot be controlled with medication;
- b. Signs of progressive impairment; and
- c. Inability of the insured to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Living" for a continuous period of at least 6 months

Activities of Daily Living:

- I. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;

- II. Dressing: the ability to put on, take-off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- III. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa
- IV. Mobility: the ability to move indoors from room to room on level surfaces;
- V. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- VI. Feeding: the ability to feed oneself once food has been prepared and made available.

**Exclusions:** Drug induced or toxic causes of Parkinsonism are excluded

### **27.12 Motor Neuron Disease with Permanent Symptoms**

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

## **Section 5 : EXCLUSIONS**

### **5.1 Waiting Periods**

Any Critical Illness diagnosed within the first 90 days from the date of commencement of the Policy is excluded. This exclusion shall not apply to an Insured in case of continuous renewal with us. This exclusion shall also not be applicable if the insured was covered under a benefit policy from any other insurer in India covering the same health condition/s and under the same terms as are being covered under this policy during the previous 12 continuous months, provided the renewal is continuous or the policy is renewed within 30 days of expiry of the previous policy

### **5.2 Pre-Existing Disease (PED)**

Any Critical Illness arising on account of or in connection with any pre-existing disease.

### **5.3 General Exclusion**

**5.3.1** sexually transmitted diseases or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (III LB III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.

~~5.1.2~~ Treatment arising from or traceable to pregnancy, childbirth postpartum complications including but not limited to caesarian section, birth defects and congenital anomalies

~~5.1.3~~ Occupational diseases.

~~5.1.4~~ whether war be declared or not, invasion, act of foreign enemy, hostilities, civil war, insurrection, terrorism or terrorist acts or activities, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil.

~~5.1.5~~ Riot, mob violence, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.

~~5.1.6~~ Naval or military operations of the armed forces or air force and participation in operations requiring the use of arms or which are ordered by military authorities for combat terrorists, rebels or like.

~~5.1.7~~ Insured person's participation in any hazardous activities including but not limited to scuba diving, motor racing, parachuting, hang gliding, rock / mountain climbing and the like whether voluntary or paid.

~~5.1.8~~ natural peril (including but not limited to storm, tempest, avalanche, earthquake, volcanic eruptions, hurricane, or any other kind of natural hazard).

~~5.1.9~~ Radioactive contamination

~~5.1.10~~ Sequential losses of any kind, be by the way of loss of profit, loss of business, loss of opportunity, business interruption, market loss or otherwise, or any claim arising out of loss of a pure financial nature such as loss of goodwill or any legal liability of any kind whatsoever

~~5.1.11~~ Intentional self Injury and / or the use or misuse of intoxicating drugs and / or alcohol

## **Section 6 : GENERAL CONDITIONS**

### **6.1 Observance of Terms & Conditions**

It is a condition precedent to our liability that the insured person shall comply in all respects with the terms and conditions of this Policy in so far as they require anything to be done or complied with by You or Your dependent.

### **6.2 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 minimise its financial consequences

### 6.3 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.

### 6.4 Claim Procedure

#### ~~6.4.1~~ Claims Intimation

An intimation of claim needs to be sent to the company within 4 weeks of first diagnosis of the said disease along with the following details

- 1.1 Insured details (name/address/age/sex/contact no)
- 1.2 Policy Number
- 1.3 Named illness contracted
- 1.4 Copy of First Consultation paper

This claim intimation can be done over telephone / fax through toll free 1800-425-2200 or in writing to address mentioned herein.

Such intimation is required to be given by the insured under this policy separately irrespective of the fact of insured having given any intimation of illness under any other insurance policy either with same Insurer or with any other Insurer.

#### ~~6.4.2~~ Claim Submission

Upon completion of the survival period and also disease specific waiting periods to check for permanent' impact of the critical illness, the insured would need to submit the claim form along with the following original documents within 90 days of completion of the waiting/ survival periods

- 1.1 Detailed attending physician's report mentioning the past medical and surgical history of the patient with duration and confirming the diagnosis
- 1.2 All supporting reports to prove diagnosis of the critical illness (pathological, imaging or any other reports)
- 1.3 First consultation paper
- 1.4 Proof of identity and residence of the beneficiary for claims exceeding Rs 1 Lakh
- 1.5 Upon acceptance of the offer of claim settlement by the Insured, the claim amount will be settled by the Company within 7 days from the date of acceptance of the offer by the Insured. In case of delay in the payment, the Company shall be liable to pay interest at the rate stipulated by IRDA from time to time.
- 1.6 There is no TPA tie-up envisaged for this product. Any arrangement in future will be disclosed in the Policy to the Policyholders

If Insured is unable to produce the original bills, etc. from the insurer, if any, who has issued indemnity policy covering the same hospitalisation, copies of such documents duly certified by such insurer shall be submitted as may be required by this Insurer

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

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

## **6.5 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

## **6.6 Transfer**

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

## **6.7 Free Look Period**

You shall be allowed a period of 15 days from the date of receipt of this policy to review the terms and conditions of the policy and to return the same if not acceptable.

The Insured can return the policy within 15 days of its receipt if he/she is not satisfied with its coverage or terms and conditions. In such a case the policy will be cancelled from date of cancellation request received at Insurer's office provided no claim is reported and considered. Refund of premium would be after retaining charges towards medical tests, stamp duty charges and pro-rata premium from the risk start date till date of cancellation.

## **6.8 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 for a period of 12 months subject to payment of premium prior to expiry of the policy and not later than 30 days grace period posts the expiry of the policy. 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. Sum insured can be enhanced only at the time of renewal subject to reported claim status and health condition of the insured. If you decide to increase the sum insured at the time of renewal, subject to our acceptance, then 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 90 days waiting period as per exclusions 5.1.
- e. The Company reserve its rights to revise the premium from time to time subject to approval of Authority.
- f. In case the policy was purchased through any bank or such Institution selling insurance on our behalf the policy can be renewed through the same channel or directly in case the said channel is discontinued at the time of renewal. Insured shall not stand to lose any benefit in case of such direct renewals for which otherwise the Insured is entitled to.
- g. When an insured Person is added to this Policy either by way of endorsement or at the time of renewal the pre-existing disease clause, exclusion and waiting periods will be applicable to that insured considering such policy period as the first policy with us.
- h. This product may be withdrawn from the market by informing the Authority giving details of the product and the reasons for withdrawal. We will intimate the Insured person in writing about such withdrawal atleast 30 days prior to the renewal date. The Insured person will have the option to purchase another policy with similar covers if available with the company. This will be subject to portability conditions laid down by IRDA.
- i. Any revision or modification in a policy subject to the approval from the Authority shall be notified to each policy holder at least three months prior to the date when such revision or modification comes into effect. The notice shall set out the reasons for such revision or modification.
- j. If a claim was paid during this policy period for any one of the covered critical illness, then this policy stands terminated and shall not be subsequently renewed

## 6.9 Portability

On renewal from any other Indian insurer's Individual / Family floater indemnity health insurance policy with similar type of cover with same Sum insured, Continuation of benefits would be ensured for the following.

- a. **90 days Waiting Period:** A waiting period of 90 days would be considered to have been served if You were insured continuously and without interruption for at least 1 year under another Indian insurer's individual health / Family Health insurance policy

for the reimbursement of medical costs for inpatient treatment in a hospital.

In case of a difference in Sum insured between old policy and new policy, it would be treated as in Section 6.8- d) above.

### 6.10 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 by giving 15 days written notice delivered to, or mailed to the Insured persons' last address as shown in the records. On such cancellation by us, the insured person shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation.

The insured person may also cancel the policy at any time in which event, 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 except for those Insured Person(s) for whom a claim has been paid or is payable in the current policy..

Cancellation after risk start date	Rate as % of premium collected excluding service taxes
0 to 15 days	70.00%
16 to 45 days	64.00%
46 to 75 days	57.75%
76 to 105 days	51.25%
106 to 135 days	44.50%
136 to 165 days	37.50%
166 to 195 days	30.50%
196 to 225 days	23.25%
226 to 255 days	15.75%
256 to 285 days	8.00%
> 285 days	0.00%

### 6.11 Nomination:

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



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

#### **6.12 Notification**

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

#### **6.13 Arbitration**

- a. Any dispute or difference between the Insurer and the Insured Person or the Policyholder will be resolved in accordance with Arbitration & Conciliation Act 1996 or any modification or amendment of it. The arbitration proceedings shall be conducted in the English language and the venue will be in Chennai.
- b. It is agreed as a condition precedent to any right of action or suit on this Policy that a final arbitration award shall be first obtained.
- c. If this arbitration clause is held to be invalid in whole or in part, then all disputes shall be referred to the exclusive jurisdiction of Chennai Courts.

#### **6.14 Fraud**

If You and or Your dependent shall:

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

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

#### **6.15 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.

## **6.16 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.

## **6.17 Misdescription**

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

## **6.18 Territorial Limits**

The Insurer's liability to make any payment towards illness or accidental injury shall be to make payment within India and in Indian Rupees only for medical services or procedures rendered in or undertaken within India.

## **6.19 Delay in intimation of claim**

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

## **6.20 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.

## **6.21 Change of occupation**

The insured would submit a written intimation to the company on change of nature of job if any during the policy period.

## **6.22 Automatic Termination**

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

- Upon the demise of the covered person, in which case we will refund premium

calculated on pro-rata basis for the unexpired period subject there being no claim under the policy.

- Upon payment of the full amount towards claim for any / more of the covered perils under the policy

### **6.23 Cost of pre-insurance health checkup**

Based on acceptance of the proposal and issuance of policy, we would reimburse to the insured 50% of the cost of examinations as per the plan selected. This will be provided as refund of expenses for pre-policy health check-up to the proposer after policy issuance.

Original receipt for medical tests undergone is required to be submitted to us for reimbursement. This has to be claimed within 30 days of approval of policy.

### **6.24 Two Policy Period**

If the claim event falls within two policy periods, the claims shall be paid taking into consideration the available sum insured in the two policy periods. Such eligible claim amount to be payable to the insured shall be reduced to the extent of premium to be received for the renewal / due date of premium of this health policy if not received earlier.

### **6.25 Any one illness / relapse period :**

If the hospitalization is continuous and the illness relapses within 45 days from the date of last consultation with the Hospital / Nursing Home where treatment was taken will be treated as same illness.

## **Section 7 : G R I E V A N C E S**

### **Mechanism for Grievance Redressal:-**

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

A separate Channel will be established to address the issues relating to **Senior Citizen's** Health Insurance related claims and grievances and will be intimated to the policy holders

Cholamandalam MS General Insurance Company Limited

Customer services

Address: H.O: Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001.

Toll free: 1800 200 5544

SMS: "CHOLA" to 56677\* (premium SMS charges apply)

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

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

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

Sl. No	Office of the Ombudsman	Name of the Ombudsman and Contact Details	Areas of Jurisdiction
1	AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 Ph(O) 079-27546150, 27546139 Fax: 079-27546142 E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
2	BHOPAL	Office of the Insurance Ombudsman 1st Floor, 117, Zone-II, Above D.M. Motors Pvt. Ltd. Maharana Pratap Nagar, Chhattisgarh BHOPAL - 462 011 Ph(O): 0755-2769200, 2769202, 2769201, Fax: 0755-2769203 E-mail: bimalokpalbhopal@airtel- broadband.in	Madhya Pradesh & Chhattisgarh
3	BHUBANESWAR	Office of the Insurance Ombudsman 62 Forest Park BHUBANESHWAR - 751009 Ph (0): 0674-2535220,2533798 Fax: 0674-2531607 E-mail: ioobbsr@dataone.in	Orissa
4	CHANDIGARH	Office of the Insurance Ombudsman S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160017 (O) 0172-2706196, 2705861 EPBX: 0172-2706468 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh

5	CHENNAI	Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Flr., No 453(old no 312 ), Anna Salai, Teynampet, CHENNAI -600 018 (0) 044-24333678, 24333668 Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
6	DELHI	Office of the Insurance Ombudsman 2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road,,NEW DELHI - 110 002 (0) 011-23239611, 23237539, 23237532 Fax: 011-23230858 E-mail : iobdelraj@rediffmail.com	Delhi & Rajasthan
7	GUWAHATI	Office of the Insurance Ombudsman Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021 (0) 0361-2413525, EPBX: 0361- 2415430 Arunachal Pradesh, Fax: 0361-2414051 E-mail: omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
8	HYDERABAD	Office of the Insurance Ombudsman 6-2-46, 1st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. (0) 040-23325325, 23312122, 65504123, Fax: 040-23376599 E-mail: hyd2_insombud@sanchar- net.in	Andhra Pradesh Karnataka and UT of Yanam - a part of the UT of Pondicherry

9	KOCHI	Office of the Insurance Ombudsman 2nd Fir., CC 27/ 2603 Pulinat Building Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 (0) 0484-2358734, 2359338, 2358759 Fax: 0484-2359336 E-mail: ombudsmankochi@yahoo.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe - a Part of UT of Pondicherry
10	KOLKATA	Office of the Insurance Ombudsman North British Bldg. 29, N. S. Road, 3rd Fir., KOLKATA - 700 001. (0) 033-22134869, 22134867, 22134866 Fax: 033-22134868 E-mail : iombkol@vsnl.net	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
11	LUCKNOW	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (0) 0522-2201188, 2231330, 2231331 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
12	MUMBAI	Office of the Insurance Ombudsman 3rd Flr., Jeevan Seva Annexe, S.v. Road, Santa Cruz (W) MUMBAI - 400 054 022-26106928, 26106360 EPBX: 022-6106889 Fax: 022-26106052 Email: ombudsman@vsnl.net	Maharashtra, Goa