

POLICY WORDINGS

Whereas the Named Insured has made a proposal to Cholamandalam MS General Insurance Company Limited (hereinafter referred to as the "Company") Which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, the Company agrees, subject to the following terms, exclusions, definitions, limitations, and conditions, to make payment as is provided herein.

SECTION A: OPERATIVE PART

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 B: DEFINITIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural or to the female wherever the context so permits:

1. **Consultant** means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license, expert in the field of medicine for which he carries the status of a consultant, and who is not related to the Insured or the Named Insured by blood or marriage.
2. **Critical Illness** means an illness, sickness or a disease or a corrective measure as specified in Section C of this Policy.
3. **Sum Insured / Critical Illness Benefit** means the amount specified in the Schedule, which is the maximum amount for which the Company may be liable to make payment for any Critical Illness.
4. **Insured** means the persons, or a person within a category, named in the Schedule and the dependents of such named persons provided that an Insured has attained the age of 5 years and is not older than 65 years of age at the commencement of the Policy Period.
5. **Named Insured** means the person or organization named in the Schedule.
6. **Doctor** means a person who holds a medical degree from a recognised institution and is currently licensed or registered by the Medical Council of the respective State of India, so long as he acts within the scope of the license or registration granted to him.
7. **Policy** means the proposal, the Schedule, the Policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period
8. **Policy Period** means the date between the commencement date specified in the Schedule and, in respect of any Insured, the earlier of (a) the expiry date specified in the Schedule and (b) the occurrence of an event of Critical Illness and admission of claim by the insurer.
9. **Schedule** means the Policy Schedule, and any annexure to it, attached to and forming part of this Policy.
10. **Pre-existing diseases:** Any condition, ailment or injury or related condition(s) for which insured person had signs or symptoms, and / or were diagnosed, and / or received medical advice/ treatment.
11. **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.

SECTION C: CRITICAL ILLNESSES

1) Cancer Of Specified Severity

A malignant tumor 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:

- (1) Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, cervical dysplasia CIN-1, CIN -2 & CIN-3.
- (2) Any skin cancer other than invasive malignant melanoma
- (3) 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.....
- (4) Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
- (5) Chronic lymphocytic leukaemia less than RAI stage 3
- (6) Microcarcinoma of the bladder
- (7) All tumours in the presence of HIV infection.

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:

- (1) Transient Ischemic Attacks (TIA)
- (2) Traumatic injury of the brain
- (3) Vascular disease affecting only the eye or optic nerve or vestibular functions.

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:

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

The following are excluded:

- (1) Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
- (2) Other acute Coronary Syndromes
- (3) Any type of angina pectoris

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.

The following are excluded

- (1) Angioplasty and/or any other intra-arterial procedures
- (2) Any key-hole or laser surgery.

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.

6) Multiple Sclerosis with Persisting Symptoms

The definite occurrence of multiple sclerosis.

The diagnosis must be supported by all of the following:

- (1) Investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
- (2) 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
- (3) 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.

7) Major Organ/Bone Marrow Transplant

The actual undergoing of a transplant of:

- (1) One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- (2) Human bone marrow using hematopoietic stem cells

The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:

- (1) Other stem-cell transplants
- (2) Where only islets of langerhans are transplanted

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 6 months.

9) Surgery of 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.

10) Primary Pulmonary Arterial 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.

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:

- (1) The disease cannot be controlled with medication;
- (2) Signs of progressive impairment; and
- (3) 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:

- (1) 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;
- (2) Dressing: the ability to put on, take-off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (3) Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa
- (4) Mobility: the ability to move indoors from room to room on level surfaces;
- (5) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (6) Feeding: the ability to feed oneself once food has been prepared and made available.

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

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 D: EXCLUSIONS

No payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following

1. Any Critical Illness arising on account of or in connection with any pre-existing disease.
2. 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 conditions 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 15 days of expiry of the previous policy.
3. Any sexually transmitted diseases or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HIV 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.
4. Treatment arising from or traceable to pregnancy, childbirth postpartum complications including but not limited to caesarian section, birth defects and congenital anomalies
5. Occupational diseases.
6. War, 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 commotion, 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.
7. 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.
8. 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.
9. Any natural peril (including but not limited to storm, tempest, avalanche, earthquake, volcanic eruptions, hurricane, or any other kind of natural hazard).
10. Radioactive contamination

11. Consequential 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
12. Intentional self injury and / or the use or misuse of intoxicating drugs and / or alcohol.

SECTION E: General Conditions

1. Due Observance

The due observance and compliance with the terms, provisions, warranties and conditions of this policy in so far as they relate to anything to be done or complied with by the insured and / or named insured shall be a condition precedent to the company's liability under this policy.

2. Duties and Obligations

The insured would submit a written intimation to the company on change of nature of job if any during the policy period. It is a condition precedent to the company's liability to make any payment under this policy, that upon diagnosis of the event of Critical illness

- i) The Insured or the Named Insured shall immediately and in any event within 4 weeks provide the company with written intimation of the claim.
- ii) The Insured or the Named Insured shall expeditiously provide the company with or arrange for the company to be provided with or any and all information or Documentation in respect of the Critical Illness by the hospital, the claim or the company's liability hereunder that may be requested, and the insured shall submit himself for the examination by the company's medical advisors as often as may be considered necessary by the company including at the time of making a claim. The expenses towards doctors' fees for such medical examination at the time of claim shall be borne by the Insurer.

3. Claim 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

- i) Insured details (name/address/age/sex/contact no)
- ii) Policy Number
- iii) Named illness contracted
- iv) 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.

4. 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

- i) Detailed attending physician's report mentioning the past medical and surgical history of the patient with duration and confirming the diagnosis
- ii) All supporting reports to prove diagnosis of the critical illness (pathological, imaging or any other reports)
- iii) First consultation paper 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.

5. Notifications and declarations

- i) Any and all notices and declarations for the attention of the company shall be submitted in writing and shall be delivered to the address specified in the schedule
- ii) All notices and declarations for the attention of the Insured or the named Insured be posted and addressed to the Named Insured's address as stated in the schedule
- iii) The Insurer and the Named Insured agree that the Named Insured shall also act on behalf of all Insured as to :
 - a) The giving or receiving of any notice or declaration under or in respect of this policy (including notice of cancellation), and
 - b) The payment of the premiums and the receipt of any return premium, and
 - c) The acceptance of any endorsement to this policy.

6. Cancellation

This policy may be cancelled by the Company at any time on account of misrepresentation, fraud, non-disclosure of material facts or non cooperation of the insured by giving 15 days written notice delivered, to the Insured, or mailed to his last address as shown in the records. On such cancellation by The Company the Insured shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation.

The Insured may also cancel the policy at any time in which event the Company shall be liable to refund premium as per the Short Period Scale table shown below. Any excess premium available with the Company after calculation as per Short Period Scale as provided herein below shall be refunded to the Insured provided no claim has occurred up to the date of cancellation. In case of claim having been made by the Insured no premium will be refunded, in the event of cancellation by the Insured.

Short period scale

Cancellation after Risk start date	Refund 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%

7. Automatic Termination:

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

- i) Upon the demise of the insured person , in which case the insurer will refund the premium calculated on pro rata basis for the unexpired period subject to there being no claim under the policy
- ii) Upon payment of the full amount towards claim for any / more of the covered perils under the policy

8. Arbitration

- i) Any dispute or difference between the Insurer and any Insured or the Proposer 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.
- ii) It is agreed a condition precedent to any right of action or suit on this Policy that a final arbitration award shall be first obtained.
- iii) 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 the Indian Courts.

9. Fraud

If the Insured or any of them shall make or advance any claim knowing the same to be false or fraudulent in amount or otherwise then this Policy shall be void in relation to that Insured, all claims or payments due shall be forfeited and all payments made shall be repaid by that Insured in full by the Insured and/or the Proposer who shall be jointly and severally liable for the same.

10. 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.

11. Misstatement

If the Insured has misstated his age, all amount payable under this policy shall be adjusted to the coverage amount that would have been purchased for the premium paid.

In the event the Insured has misstated his age and if according to Insured's correct age, the coverage provided by the policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then Insurer's Liability during the policy period shall be limited to the refund, subject to deduction of cancellation charges by the Insurer, upon written request from the Insured, for the period not covered by the policy.

12. Company's Liability:

Company's liability in respect of all claims admitted during the period of insurance shall not exceed the sum insured shown in the policy schedule. In cases where Insured person is covered under more than one benefit based Insurance policy covering the critical illnesses insured under this policy with the Insurer, the amount payable shall be the maximum sum insured under any single policy. In cases where the insured is covered for more than one policy, the Company will refund any duplicated premium which may have been paid by or on behalf of insured

13. Contribution and Subrogation

Since this policy is purely benefit based and does not have an indemnity component, Contribution and Subrogation are not applicable to this policy.

14. Renewal

Renewal of policy would be offered to the insured unless on grounds of moral hazard, misrepresentation, and fraud by the insured and would be subject to no claim being made on the policy during the previous year and payment of the renewal premium made prior to expiry of the policy and not later than 15 days post the expiry of the policy. The claims if any occurring during the period of break in insurance shall not be payable under the renewed policy.

If the policy is renewed for enhanced sum insured, then coverage for additional sum insured shall be as if a new policy has been issued for the additional sum insured. In other words, all policy conditions shall apply to the enhanced sum insured as if the same is covered under a fresh policy.

The company may from time to time review the product and revise the premium rates/terms and conditions based on Company's experience and to factor increasing costs. Such Increase would not be more than 47.5% over the rates previously charged, as approved by the appropriate Authority. At the time of renewal the prevailing premium rates / terms and conditions would prevail.

In case the policy was purchased by the insured through any bank or such Institution selling insurance on our behalf, these policies can be renewed either 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 he is otherwise entitled.

If the Insured was covered by a group policy with similar cover and if the cover is terminated due to Insured ceasing to be a member of such group, then Insured can take a new individual cover without any break / with a break not exceeding 15 days of such termination of cover to avail the benefits of continuity which would accrue if the Insured was covered by an individual policy.

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.

15. Redressal of Grievance

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.

Cholamandalam MS General Insurance Company

Customer services

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

Toll free : 1800 200 5544

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

E-MAIL : customercare@cholams.murugappa.com

WEBSITE : www.cholainsurance.com

If you have not received any reply from us within one month 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, Nr. C.U. Shah College,5, Navyug Colony, Ashram Road,AHMEDABAD - 380 014. Ph(O) 079-27546150, 27546139 Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli,Daman and Diu
2	BHOPAL	Office of the Insurance Ombudsman 1st Floor, 117, Zone-II, Above D.M. Motors Pvt. Ltd.Maharana Pratap Nagar, Chhattisgarh BHOPAL - 462 011. Ph(O): 0755-2769200, 2769202, 2769201. Fax: 0755-2769203 E-mail: bimalokpalbhopal @airtelbroadband.in	Madhya Pradesh &Chhattisgarh
3	BHUBANESWAR	Office of the Insurance Ombudsman 62 Forest Park BHUBANESHWAR - 751009. Ph: (0): 0674-2535220,2533798 Fax: 0674-2531607 E-mail: ioobbsr@dataone.in	Orissa
4	CHANDIGARH	Office of the Insurance Ombudsman S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160017. Ph: (0) 0172-2706196, 2705861 EPBX: 0172-2706468 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
5	CHENNAI	Office of the Insurance Ombudsman Fatima Akhtar Court,4th Flr., No 453 (old no 312),Anna Salai, Teynampet, CHENNAI -600 018, Ph: (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, 23237532Fax: 011-23230858 E-mail : iobdelraj@rediffmail.com	Delhi & Rajasthan

7	GUWAHATI	Office of the Insurance OmbudsmanAquarius, Bhaskar Nagar,R.G. Baruah Rd., GUWAHATI - 781 021 (0) 0361-2413525, EPBX: 0361-2415430 Fax: 0361-2414051 E-mail: omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Pradesh,Nagaland and Tripura
8	HYDERABAD	Office of the Insurance Ombudsman6-2-46, 1st Floor, Moin Court, LaneOpp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. Ph: (0) 040-23325325, 23312122, 65504123 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in	Andhra PradeshKarnataka and UT of Yanam - a part of the UT of Pondicherry
9	KOCHI	Office of the Insurance Ombudsman 2nd Fir., CC 27/ 2603Pulinat Building Opp. Cochin Shipyard,M.G. Road, ERNAKULAM - 682 015 Ph: (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. Ph: (0) 033-22134869, 22134867, 22134866Fax: 033-22134868 E-mail : iombkol@vsnl.net	West Bengal, Bihar,Jharkhand and UT of Andaman & NicobarIslands, Sikkim
11	LUCKNOW	Office of the Insurance OmbudsmanJeevan, Bhawan, Phase 2,6th Floor, Nawal Kishore Rd., Hazartganj,LUCKNOW - 226 001 Ph: (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 Ph: 022-26106928, 26106360 EPBX: 022-6106889 Fax: 022-26106052 Email: ombudsman@vsnl.net	Maharashtra, Goa