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#### **CHOLA GROUP EMI PROTECT**

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We issue this Group 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 terms and conditions mentioned herein. The method of coverage and the Benefit Limits that has been opted is indicated in the Policy Schedule/Policy 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/ Organisation 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 and individual certificate may be issued to the beneficiaries.

The Coverage and Sum Insured opted by the Group Manager, as mentioned in the Policy Schedule/Certificate will be applicable to all the Individual beneficiaries. No option will be given to Individual beneficiary under the group to vary the coverage and Sum Insured.

## **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:

### A. STANDARD DEFINITIONS:

- **1. Accident / Accidental mean** a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- **2. Any one illness** means continuous period of illness and includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment was taken.
- **3. Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- **4. Congenital Anomaly** means a condition 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.
- 5. Day care treatment means medical treatment and/or surgical procedure which is
  - a. undertaken under general or local anaesthesia in a hospital / day care centre in less than 24 hours because of technological advancement and
  - b. which would have otherwise required Hospitalisation of more than 24 hours

Treatment normally taken on an out-patient basis is not included in the scope of this definition.

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- **6. Dental treatment** means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and surgery.
- **7. 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.
- **8. 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.
- 9. 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:
  - has qualified nursing staff under its employment round the clock;
  - 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;
  - has qualified medical practitioner(s) in charge round the clock;
  - has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - maintains daily records of patients and makes these accessible to the insurance company's authorized personnel
- **10. Hospitalization** means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.
- **11. Illness**means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
  - a. **Acute condition** is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
  - b. **Chronic condition** is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires rehabilitation for the patient or for the patient to be specially trained to cope with it—it continues indefinitely—it recurs or is likely to recur.
- **12. Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
- **13. In Patient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event

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- 14. Intensive Care Unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require lifesupport facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- **15. ICU Charges** (Intensive Care Unit) charges means the amount charged by a Hospital towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges
- **16. Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- 17. Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- **18. 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 its scope and jurisdiction of license.
  - The registered 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.
- **19. Medically necessary Treatment** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
  - a. is required for the medical management of the illness or injury suffered by Insured;
  - b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - c. must have been prescribed by a medical practitioner;
  - d. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- **20. Migration** means the right accorded to health insurance policyholders (including all members under family cover and members of group health insurance policy), to transfer the credit gained for pre-existing conditions and time bound exclusions, with the same insurer.
- **21. Notification of claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
- 22. Pre-existing Disease means any condition, ailment, injury or disease:

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- a) That is/are diagnosed by a physician within 48 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 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.
- **23. Qualified Nurse** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
- **24. 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 preexisting diseases, time-bound exclusions and for all waiting periods.
- **25. Surgery** or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner
- **26. Unproven/Experimental treatment** means the treatment including drug Experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

# B. Specific Definitions

- **27.** Acquired Immune Deficiency Syndrome (AIDS) means the meaning assigned to it by the World Health Organization and shall include Human Immune deficiency Virus (HIV), Encephalopathy (dementia) HIV Wasting Syndrome and ARC (AIDS Related Condition
- **28. AYUSH Treatment** refers to the medical and / or hospitalisation treatments given under 'Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systems'.
- **29. 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
- 30. Bank means a Banking Company which transacts the business of Banking in India
- 31. Claims Team means the Claims administration team within Chola MS General Insurance Company
- **32. Commencement Date** means the commencement date of this Policy as specified in the **Policy Schedule/Certificate.**
- **33.** 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

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- **34.** Diagnostic Test means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition
- **35. EMI or EMI Amount** means and includes the amount of monthly payment required to repay the principal amount of Loan and Interest by the Insured Person as set forth in the amortization chart referred to in the loan agreement (or any amendments thereto) between the Bank/Financial Institution and the Insured person prior to the date of occurrence of the Insured Event under this Policy. For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.
- **36. 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.
- **37. Excluded hospital** means any hospital which is excluded from the hospital list of the company, due to fraud or moral hazard or misrepresentation indulged by the hospital.
- **38. 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.
- **39. 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.
- 40. Insured Event means any event specifically mentioned as covered under this Policy.
- **41. 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.
- **42. Policy period** means the period between the commencement date and earlier of
  - a. The Expiry Date specified in the Schedule/Certificate
  - b. The date of cancellation of this Policy by either Policy holder or Insurer in accordance with General Condition (7.3.28) below.
- **43. 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 the Schedule shall also be a part of the Certificate.

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- **44. Policy** means your statements in the proposal/enrolment form (which are the basis of this policy), this policy wording (including endorsements, if any) and the Policy Schedule/Certificate (as the same may be amended from time to time)
- **45. Primary Member** is the main member of the group who has legal relationship with the Proposer.
- **46. Proposal Form / Enrolment Form** is 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
- **47. Sum Insured** means the amount shown in the **Policy Schedule/Certificate** which shall be our maximum liability under section 3 of the policy. In relation to individual policy it is our maximum liability for each Insured Person for any and all benefits claimed for during the policy period and in relation to a Family Floater it is our maximum liability for any and all claims made by You and all of Your Dependents during the Policy Period. This is the actual coverage amount over and above the deductible opted by you.
- **48. Survival Period** means a period as provided in the Policy document which is calculated from the date of diagnosis of the covered critical illness/s, for which the insured person has to survive after the diagnosis of the covered critical illness/s. We will not be liable for the payment of any claim in the scenario where the insured person expires within the survival period
- **49. 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.

## 50. List of Critical Illness and their definitions

# 1. Cancer of Specified Severity

A malignant tumor characterised by the uncontrolled growth & 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.

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 behaviour, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 and CIN-3
- 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 TaNOMO 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;
- ix. All tumours in the presence of HIV infection

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## 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.

#### 3. Myocardial Infarction (First Heart Attack - of Specified 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.

#### 4. 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

# 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

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

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### 7. Major Organ /Bone Marrow Transplant

- 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

## 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

## 9. Aorta Graft Surgery

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 cover the definition of "Aorta" shall mean the thoracic and abdominal aorta but not its branches. The Insured Person understands and agrees that we will not cover:

- Surgery performed using only minimally invasive or intra arterial techniques.
- Angioplasty and all other intra arterial, catheter based techniques, "keyhole" or laser procedures.

Aorta graft surgery benefit covers Surgery to the aorta wherein part of it is removed and replaced with a graft.

#### 10. Primary (Idiopathic) Pulmonary Hypertension

- I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or Specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
- II. The NYHA Classification of Cardiac Impairment are as follows:
  - i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
  - ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present event at rest.
- III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

# 11. Parkinson's Disease

The unequivocal diagnosis of progressive degenerative idiopathic Parkinson's disease by a consultant Neurologist acceptable to us. 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

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c. inability of the Insured Person to perform at least 3 of the 6 activities of daily living as listed below (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) 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:** Parkinson's disease secondary to drug and/or alcohol abuse is 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 2 - PERSONS WHO CAN BE COVERED**

• This Insurance is available to Borrower or Co-Borrower aged between 18 Years and 70 years (Completed age) at the commencement date of this policy.

#### **SECTION 3 - POLICY TENURE**

This policy shall be offered for a term of 1/2/3/4/5 years not exceeding the loan tenure

#### **SECTION 5 - COVERAGE**

Any amount payable under the Policy shall be subject to the terms of coverage, exclusions, conditions and definitions contained herein.

# **OPTION 1: EMI PROTECT FOR HOSPITALISATION:**

This Policy shall pay the number of EMI's as mentioned in the Policy Schedule/Certificate, if the Insured Person suffers an Illness or Injury during the Policy Period and which solely and directly requires the Insured Person to be continuously hospitalized as an Inpatient for the number of days as mentioned in the Policy Schedule/Certificate.

## A. WAITING PERIODS APPLICABLE TO EMI PROTECT FOR HOSPITALISATION:

## 1. Pre-Existing Diseases - Code- Excl01

- a) Expenses related to the treatment of a pre-existing Disease (PED) and its direct complications shall be excluded until the expiry of 48 months of continuous coverage after the date of inception of the first policy with insurer.
- b) In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.
- c) If the Insured Person is continuously covered without any break as defined under the portability norms of the extant IRDAI (Health Insurance) Regulations, then waiting period for the same would be reduced to the extent of prior coverage.

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d) Coverage under the policy after the expiry of 48 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by Insurer.

## 2. Specified disease/procedure waiting period- Code- Excl02

- a) Expenses related to the treatment of the listed Conditions, surgeries/treatments shall be excluded until the expiry of 24 months of continuous coverage after the date of inception of the first policy with us. This exclusion shall not be applicable for claims arising due to an accident.
- b) In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.
- c) If any of the specified disease/procedure falls under the waiting period specified for pre-Existing diseases, then the longer of the two waiting periods shall apply.
- d) The waiting period for listed conditions shall apply even if contracted after the policy or declared and accepted without a specific exclusion.
- e) If the Insured Person is continuously covered without any break as defined under the applicable norms on portability stipulated by IRDAI, then waiting period for the same would be reduced to the extent of prior coverage.
- f) List of specific diseases/procedures
- a. Congenital Internal Anomaly
- b. Varicose veins and Varicose Ulcers
- c. Rheumatism and arthritis of any kind
- d. Treatment of diseases on ears/ tonsils /adenoids /paranasal sinuses / Deviated Nasal Septum
- e. Stones in the Urinary and Biliary systems
- f. Gastric or Duodenal Ulcer
- g. Any type of benign Cyst/ Nodules/ Polyps/ Tumours/ Breast Lumps
- h. Intervertebral Disc Prolapse, and Degenerative Disc / vertebral Disorders
- i. Cataract
- j. Benign Prostatic Hypertrophy
- k. Myomectomy, Hysterectomy unless because of malignancy
- I. Dilatation and curettage (D&C)
- m. Anal Fistula, Fissure and Piles
- n. All types of Hernia
- o. Hydrocele
- p. Chronic Renal Failure
- q. Joint replacement Surgery unless because of accident

#### 3. 30-day waiting period- Code- Excl03

- a) Expenses related to the treatment of any illness within 30 days from the first policy commencement date shall be excluded except claims arising due to an accident, provided the same are covered.
- b) This exclusion shall not, however, apply if the Insured Person has Continuous Coverage for more than twelve months.
- c) The within referred waiting period is made applicable to the enhanced sum insured in the event of granting higher sum insured subsequently.

## **B. EXCLUSIONS APPLICABLE TO EMI PROTECT FOR HOSPITALISATION:**

The Company shall not be liable under this Policy for any claim in connection with or in respect of hospitalisation towards:

# STANDARD EXCLUSIONS:

# Investigation & Evaluation- Code- Excl04

a) Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded.

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#### **CHOLA GROUP EMI PROTECT**

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b) Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded.

### Rest Cure, rehabilitation and respite care- Code- Excl05

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

#### Obesity/ Weight Control: Code- Excl06

Expenses related to the surgical treatment of obesity that does not fulfil all the below conditions:

- 1) Surgery to be conducted is upon the advice of the Doctor
- 2) The surgery/Procedure conducted should be supported by clinical protocols
- 3) The member has to be 18 years of age or older and
- 4) Body Mass Index (BMI);
- a) greater than or equal to 40 or
- b) greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:
- i. Obesity-related cardiomyopathy
- ii. Coronary heart disease
- iii. Severe Sleep Apnea
- iv. Uncontrolled Type2 Diabetes

# Change-of-Gender treatments: Code- Excl07

Expenses related to any treatment, including surgical management, to change characteristics of the body to those of the opposite sex.

## Cosmetic or plastic Surgery: Code- Excl08

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

#### Hazardous or Adventure sports: Code- Excl09

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

## Breach of law: Code- Excl10

Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.

#### Excluded Providers: Code- Excl11

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

(Explanation: Details of excluded providers shall be provided with the policy document. Insurers to use various means of communication to notify the policyholders, such as e-mail, SMS about the updated list being uploaded in the website.)

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

#### Excl12

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

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Dietary supplements and substances that can be purchased without prescription, including but not limited to Vitamins, minerals and organic substances unless prescribed by a medical practitioner as part of hospitalization claim or day care procedure. **Code- Excl14** 

**Refractive Error:** Code- Excl15 Expenses related to the treatment for correction of eye sight due to refractive error less than 7.5 dioptres.

#### **Unproven Treatments: Code- Excl16**

Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.

### Sterility and Infertility: Code- Excl17

Expenses related to sterility and infertility. This includes:

- (i) Any type of contraception, sterilization
- (ii) Assisted Reproduction services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
- (iii) Gestational Surrogacy
- (iv) Reversal of sterilization

#### Maternity: Code Excl18

- i. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy;
- ii. Expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

#### **SPECIFIC EXCLUSIONS:**

- 1. Hospitalisation, if applicable for the following treatments:
  - a. Circumcisions (unless necessitated by illness or injury and forming part of treatment).
  - b. Vaccination or inoculation unless forming a part of post-animal bite treatment.
  - c. Sexually transmitted disease or illness.
  - d. Durable medical equipment (including but not limited to wheelchairs, crutches, artificial limbs and the like), (namely that equipment used externally from the human body which can withstand repeated use; is not designed to be disposable; is used to serve a medical purpose; is generally not useful in the absence of a Illness or Injury and is usable outside of a Hospital) unless required for the treatment of Illness or Accidental Bodily Injury. The Items as mentioned above may be amended as per the schedule of benefits being attached to the policy.
  - e. Any external congenital diseases, defects or anomalies.
  - f. Any dental treatment or surgery of a corrective, cosmetic or aesthetic nature unless it requires hospitalisation and is carried out under general anesthesia and is necessitated by Illness or Accidental Bodily Injury.
  - g. Any expenses incurred towards hearing aids, eyeglasses or contact lenses
  - h. Treatment rendered by a Medical Practitioner which is outside his discipline or the discipline for which he is licensed; treatments rendered by a Medical Practitioner who shares the same residence as an Insured Person or who is a member of the Insured Person's family like, spouse, daughter, son, father, mother, father-in-law, mother-in-law & siblings
  - i. Claims arising out of the treatment / operation undertaken to cure impotence or to improve potency.
  - j. Oral Chemotherapy
  - k. Treatment as a result of natural Perils like avalanche, earthquake, volcanic eruptions.
  - I. Naturopathy Treatments
  - m. Any Non-Allopathic or Alternative treatment

# **OPTION 2: EMI PROTECT FOR CRITICAL ILLNESS:**

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#### **CHOLA GROUP EMI PROTECT**

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This Policy shall pay the number of EMI's as mentioned in the Policy Schedule/Certificate, in the event of Insured being diagnosed with any one of the Critical illness as listed and defined in the Policy for the first time in his lifetime, during the policy period

**A. SURVIVAL PERIOD:** Survival Period is not applicable under EMI Protect for Critical Illness. Wherever there is a mention of survival period it denotes nil survival days.

### **B. WAITING PERIOD APPLICABLE TO EMI PROTECT FOR CRITICAL ILLNESS:**

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

#### C. EXCLUSIONS APPLICABLE TO EMI PROTECT FOR CRITICAL ILLNESS:

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 treatment, or advice was recommended by or received from a Medical practitioner or was diagnosed before the inception date of the Policy cover with Us.
- 2. Any Pre-existing illness, sickness or disease other than those specified as Critical Illness under this Policy
- **3.** Any Critical Illness directly caused due to treatment for Alcoholism, drug unless prescribed by a Medical Practitioner or substance abuse or any addictive condition and consequences thereof.
- 4. Narcotics used by the Insured Person unless taken as prescribed by a registered Medical Practitioner.
- **5.** Any Critical Illness directly caused due to intentional self-injury, suicide or attempted suicide, whether the person is medically sane or insane.
- **6.** Any Critical Illness directly 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.
- **7.** Any Critical Illness 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.
- **8.** Working in underground mines, tunneling or involving electrical installations with high tension supply, or as race jockeys or circus personnel.
- **9.** Congenital external diseases, defects or anomalies or in consequence thereof.
- 10. Any Critical Illness directly caused by any treatment necessitated due to participation as a professional in hazardous or adventure sport, including but not limited to, para jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep sea diving and selfie accident.
- **11.** Participation by the Insured Person in any flying activity, except as a bona fide, fare paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- 12. Any Critical Illness directly caused by Medical treatment traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy. Any Critical Illness directly due to miscarriages (unless due to an accident) and lawful medical termination of pregnancy during the policy period.
- **13.** Any Critical Illness directly caused by any unproven/ experimental treatment, service and supplies for or in connection with any treatment. Unproven/ experimental treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.
- **14.** Any Critical Illness based on certification/diagnosis/treatment from persons not registered as Medical Practitioners, or from a Medical Practitioner who is practicing outside the discipline that he/ she is licensed for.

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- **15.** Any Critical Illness directly caused due to any treatment, including surgical management, to change characteristics of the body to those of opposite sex.
- **16.** Any Critical Illness directly caused due to cosmetic or plastic surgery or any treatment to change the appearance unless for reconstruction following an Accident, Burn(s), or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
- 17. Any Critical Illness directly caused due to surgical treatment of obesity that does not fulfil all the below conditions:
  - a. Surgery to be conducted is upon the advice of the Doctor
  - b. The Surgery / Procedure conducted should be supported by clinical protocols
  - c. The member has to be 18 years of age or older and
  - d. Body Mass Index (BMI):
    - greater than or equal to 40 or
    - greater than or equal to 35 in conjunction with any of the following severe comorbidities following failure of less invasive methods of weight loss:
      - i. Obesity related cardiomyopathy
      - ii. Coronary heart disease
      - iii. Severe Sleep Apnea
      - iv. Uncontrolled Type 2 Diabetes despite optimal therapy
- **18.** Any Critical Illness directly caused by treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.
- **19.** Any Critical Illness directly caused by sterility and infertility. This includes:
  - a. Any type of contraception, sterilization
  - b. Assisted Reproductive services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
  - c. Gestational Surrogacy
  - d. Reversal of sterilization

## **OPTION 3: EMI PROTECT FOR PERSONAL ACCIDENT:**

This Policy shall pay the number of EMI's as mentioned in the Policy Schedule/Certificate, in the event of Permanent Total disability (PTD) suffered by the Insured solely and directly attributable to the accidental injuries sustained by the Insured during the Policy period and within 365 days from the date of Accident.

### A. DEFINITION OF PERMANENT TOTAL DISABILITY FOR THE PURPOSE OF THIS COVER:

1. **Permanent Total Disability (PTD)**, shall mean either of the following:

	Permanent Total Disablement
1.	Permanent Total loss of sight in both eyes
2.	Permanent Total loss of both hands above wrist
3.	Permanent Total loss of both feet above ankle
4.	Permanent Total loss of sight of one eve and one hand above wrist or one foot above ankle

## **B. LIMITATIONS APPLICABLE TO PERMANENT TOTAL DISABILITY:**

No claim shall be payable under this section in case of any PTD for which medical care, treatment or advice was recommended by or received from a Doctor or from which the Insured suffered or which was present before the commencement of the Policy Period.

### C. EXCLUSIONS APPLICABLE TO EMI PROTECT FOR PERSONAL ACCIDENT:

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The Company shall not be liable to make any payments under this Policy in respect of:

- (i) Any claim for disablement of the insured person, directly or indirectly due to War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.
- (ii) Any claim for disablement of Insured Person
- a. from intentional self-injury unless in self-defense or to save life, suicide or attempted suicide;
- b. whilst under the influence of intoxicating liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury / accident though under influence of intoxication.
- c. whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world. [Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine;]
- d. arising or resulting from the Insured Person committing any breach of law with criminal intent.
- (iii)Any claim for disablement of Insured Person due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.
- (iv) Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
  - A. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.
  - B. Nuclear weapons material
  - C. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - D. Nuclear, chemical and biological terrorism
- (v) Any loss arising out of the Insured Person's actual or attempted commission of or willful participation in an illegal act or any violation or attempted violation of the law.

# **OPTION 4: EMI PROTECT FOR LOSS OF JOB:**

This Policy shall pay the number of EMI's as mentioned in the Policy Schedule/Certificate, in respect of the Loan account number as stated in the Policy Certificate, on occurrence of **Loss of Job** as defined under this Policy, in relation to the Insured, after the commencement of Loss of Job till the reinstatement of employment with the same employer or new employer or on payment of the maximum no. of EMI's opted, whichever is earlier.

### A. DEFINITION APPLICABLE TO EMI PROTECT FOR LOSS OF JOB:

**Loss of Job** means involuntary termination from employment of the insured or his/her permanent dismissal or temporary suspension from employment imposed on him/her by the employer during the policy period due to Permanent Total Disability occurring due to an accident or first time diagnosis of any of the listed Critical illness, during the policy period.

### B. SPECIFIC CONDITIONS APPLICABLE TO EMI PROTECT FOR LOSS OF JOB:

The coverage under EMI Protect for Loss of Job is subject to the following conditions;

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- i. The Insured should be a salaried employee
- ii. Insured shall be a permanent employee of the organization working on a full time basis and such employment has been in force for a continuous period of 12 months.
- iii. Insured shall pay the EMI on a Regular basis
- iv. Submission of Sanctioned letter and Repayment Track Record or Bank account statement reflecting EMI or Loan account statement
- v. A claim under this Policy cover shall become admissible provided the period of termination, dismissal or temporary suspension from employment of the Insured shall not be less than 30 consecutive days.
- vi. This would be a onetime payment at the end of the continuous period of unemployment of 3 months for which claim has been made and is admissible under the Policy.
- vii. Upon payment of such claim under this Add-on cover, the cover will cease to exist.
- viii. In cases where loan amount is bifurcated between borrower and co-borrower for the purpose of arriving at the Sum Insured, EMI payable in the event of a claim shall be based on the Sum Insured applicable for each Insured Person.

## C. SPECIFIC EXCLUSIONS APPLICABLE TO EMI PROTECT FOR LOSS OF JOB:

- a. The Company shall not be liable to make any payment under this Policy in the event of termination, dismissal or temporary suspension from employment of the Insured being attributed to any dishonesty or fraud or poor performance on the part of the Insured or his willful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured by the employer.
- b. The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
  - i. Self employed persons;
  - ii. Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
  - iii. Any voluntary unemployment
  - iv. Unemployment at the time of inception of the Policy or arising within the first 90 days of inception of the Policy Period except in case of Permanent Total Disability
  - v. Unemployment due to downsizing, cost cutting closure.
  - vi. Retrenchment and Lay offs
- c. Any unemployment from a job under which no salary or any remuneration is provided to the Insured
- d. Any suspension from employment on account of any pending enquiry being conducted by the employer/Public Authority
- e. Any unemployment due to resignation, retirement whether voluntary or otherwise
- f. Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.
- g. Second unemployment during the Policy Period.
- h. Survival period: Survival period for Critical Illness is NIL under this Policy

## SECTION 6 - GENERAL EXCLUSIONS APPLICABLE TO THE POLICY:

The Company shall not be liable under this Policy for any claim in connection with or in respect of hospitalisation towards:

- i. War or any act of war, invasion, act of foreign enemy, civil war, public defence, rebellion, revolution, insurrection, military or usurped acts, nuclear weapons/materials, chemical and biological weapons, ionising radiation.
- ii. Any Insured Person's participation or involvement in naval, military or air force operation, racing, diving, aviation, scuba diving, parachuting, hang-gliding, rock or mountain climbing
- iii. Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent
- iv. Intentional self-injury or attempted suicide while sane or insane

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v. Any claim incurred after date of proposal/enrolment form and before issuance of policy/Certificate of Insurance where there is change in health status of the member and the same is not communicated to us

### SECTION 7 - SPECIFIC CONDITIONS APPLICBLE TO THE POLICY:

- 1. The Group Manager shall have an option to choose any one or all the covers under the Policy
- 2. The company's liability to make payment shall be once under each of the cover opted and mentioned in the Policy Schedule/Certificate, on occurrence of the Insured Event under the respective cover.
- 3. On payment of such claim, the respective cover shall stand terminated and other covers, if any opted shall continue under the Policy.

### **SECTION 8 - GENERAL CONDITIONS:**

#### A. STANDARD GENERAL TERMS AND CLAUSES:

#### 1. Disclosure of Information:

The Policy shall be void and all premium paid thereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact by the policy holder.

(Explanation: 'Material facts' for the purpose of this policy shall mean all relevant information sought by the Company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk).

# 2. Condition Precedent to Admission of Liability:

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

# 3. Claim Settlement (provision for Penal Interest):

- i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
- iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document- In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.
- iv. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2o/o above the bank rate from the date of receipt of last necessary document to the date of payment of claim.
  - (Explanation: "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due)

## 4. Complete Discharge:

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

## 6. Fraud

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

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

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

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

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

#### 7. Cancellation of cover

The Policyholder may cancel this policy by giving 15 days' written notice and in such an event, the Company shall refund premium for the unexpired policy period as detailed below.

Daviad an Diele (in	Short period Scale - Rate of Premium to be retained				
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%
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%

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# CHOHLGP22183V012122 Policy Wordings

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%
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55				92%

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56		93%
57		95%
58		97%
59		98%
60		100%

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

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

### 7. Migration

The insured person will have the option to migrate the policy to other health insurance products / plans offered by the company by applying for migration of the policy atleast 30 days before the policy renewal date as per IRDAI guidelines on Migration. If such person is presently covered and has been continuously covered without any lapses under any health insurance product / plan offered by the company, the insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on migration.

For Detailed Guidelines on migration, kindly refer the link: www.cholainsurance.com

# 8. Renewal of Policy

The policy shall ordinarily be renewable except on grounds of fraud, misrepresentation by the insured person.

- i. The Company shall endeavor to give notice for renewal. However, the Company is not under obligation to give any notice for renewal.
- ii. Renewal shall not be denied on the ground that the insured person had made a claim or claims in the preceding policy years.
- iii. Request for renewal along with requisite premium shall be received by the Company before the end of the policy period.
- iv. At the end of the policy period, the policy shall terminate and can be renewed within the Grace Period of 30 days to maintain continuity of benefits without break in policy. Coverage is not available during the grace period. v. No loading shall apply on renewals based on individual claims experience

#### 9. Withdrawal of Policy:

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

Insured Person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period, as per IRDAI guidelines, provided the policy has been maintained without a break.

## 10. Moratorium Period:

After completion of eight continuous years under the policy no look back to be applied. This period of eight years is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of 8 continuous years would be applicable from date of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no health insurance claim shall be

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contestable except for proven fraud and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments, deductibles as per the policy contract.

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

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

#### 12. Nomination:

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

### **B. SPECIFIC TERMS AND CONDITIONS**

#### 13. 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.

## 14. Notification

- **a.** Any and all notices and declarations for the attention of the Insurer shall be in writing and shall be delivered to the Insurer's address as specified in the Policy Schedule/Certificate.
- **b.** Any and all notices and declarations for the attention of the Policy holder or any or all of the insured Persons shall be in writing and shall be sent to the Policy holder's/Primary Insured's address as specified in the Schedule/Certificate.

## 15. Transfer

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

## 16. 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.

#### 17. 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**.

# 18. Territorial Limits

The Insurer's liability to make any payment under this Policy shall be for the Insured events within India and in Indian Rupees only. The coverage under EMI protect for Personal Accident is applicable worldwide.

#### 19. Assignment

The policy can be assigned subject to applicable laws.

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- **20. 1. Claim Procedure:** If the Insured Person happens to suffer Accidental Bodily Injury or is diagnosed with an Illness or losses his job, which gives rise to or may give rise to a claim, then it is a condition precedent to our liability that the insured Person shall immediately:
- a. Give us notice of the claim within 7 days of the happening of the event irrespective of notice provided to any other insurer in case you are holding multiple insurance policies
- b. Expeditiously give or arrange for us to be provided with any and all information and documentation in respect of the claim and/or our liability for it that may be requested by us
- c. Upon Hospitalisation, the insured Person or his/her dependents shall provide us with all information and documentation in respect of the claim and/or our liability for it as sought by our In-House Claims team at the earliest possible opportunity not exceeding 30 days from date of discharge.

### 20.2 List of claim documents to be submitted

Following documents are to be submitted within 30 days from the date of discharge from the hospital or from the date of loss of job along with the duly filled & signed claim form by the insured / nominee in addition to the documents listed in the table:

- 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.
- Bank / Loan account Statement Showing the Regular EMI Payment for the past 6 Months

Cover	Claim Document			
EMI Protect for Hospitalisation	<ul> <li>Report of the attending Doctor confirming the line of treatment</li> <li>Admit / Discharge card</li> <li>Investigation reports such as X-rays, Lab test etc</li> <li>Police report wherever necessary</li> <li>Hospital Payment Receipt</li> </ul>			
EMI Protect for Critical Illness	<ul> <li>Medical Certificate and investigation report confirming diagnosis of the Critical Illness</li> <li>Previous and subsequent consultation prescriptions</li> </ul>			
EMI Protect for Personal Accident	<ul> <li>Original treating Medical Practitioner's certificate describing the disablement</li> <li>Original Discharge summary from the Hospital</li> <li>Disability certificate issued by treating Medical Practitioner</li> <li>Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable.</li> </ul>			
EMI Protect for Loss of Job	<ul> <li>Doctor and Lab report confirming the Critical illness / Permanent total disability</li> <li>Appointment Letter of the insured confirming his permanent Employment (and should not be under Probation period)</li> <li>Past 6 Months Salary Slip</li> <li>Certificate from the employer confirming the reason for Dismissal/Temporary Suspension</li> </ul>			

## The documents should be sent to:

"Health Claims Department, Cholamandalam MS General Insurance Company Limited, New No.319, Old No.154, Shaw Wallace Building,

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2nd Floor, Thambu Chetty Street, Parry's Corner,

Chennai - 600001

Customer Care Toll Free No: 1800-208-9100

Any claim payable under the Policy will be in Indian Rupees only.

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

## 21. Complete Discharge:

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

### 22. Validity of the Cover:

The Policy for the Insured will terminate at the earliest of the following occurrence

- the expiry date mentioned in the Policy schedule/Policy Certificate
- In case of death of the Insured
- Any claim paid upto sum Insured under the Policy
- The date of cancellation of this Policy by either Policy holder or Insurer in accordance with the terms and conditions of the Base policy.

# **SECTION 9 - GRIEVANCES REDRESSAL MECHANISM**

#### Mechanism for Grievance Redressal:-

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

Website: www.cholainsurance.com

Toll free: 1800 208 9100

E-Mail: customercare@cholams.murugappa.com

Fax : 044 -4044 5550

Courier: Cholamandalam MS General Insurance Company Limited, Customer services,

Head Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001

In case of any dissatisfaction, you may represent the same to our Customer Service Team E-mail - <a href="Customercare@cholams.murugappa.com">Customercare@cholams.murugappa.com</a>

In case you are still unhappy with the response or have not received a response within 10 days, you may escalate the same to our Nodal Desk E-mail - <a href="Modalescalation@cholams.murugappa.com">Modalescalation@cholams.murugappa.com</a></a>

If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at <a href="mailto:GRO@cholams.murugappa.com">GRO@cholams.murugappa.com</a>

For details of grievance officer, kindly refer the link www.cholainsurance.com

If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

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If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management system https://igms.irda.gov.in/

Areas of Jurisdiction	Office of the Insurance Ombudsman		
Gujarat, UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, 2 <sup>nd</sup> floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380014 Tel.: 079-27546150/27546139, Fax: 079-27546142, Email:		
Karnataka	<u>bimalokpal.ahmedabad@ecoi.co.in</u> Office of the Insurance Ombudsman, Jeevansoudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24 <sup>th</sup> Main Road, JP		
	Nagar, 1 <sup>st</sup> Phase, Bengaluru 560078. Tel.: 080-26652048/26652049, Email: bimalokpal.bengaluru@ecoi.co.in		
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, Janakvihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462003. Tel.: 0755-2769201/2769202, Fax.: 0755-2769203, Email.: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>		
Odisha	Office of the Insurance Ombudsman, 62, Foresh Partk, Bhubhaneshwar – 750009. Tel.: 0674-2596461/2586455. Fax.: 0674-2596429. Email.: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>		
Punjab, Haryana, Himachal Pradesh, Jammu and Kashmir, UT of Chandigarh	Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103, 2 <sup>nd</sup> Floor, Batra Building, Sector 17-D, Chandigarh – 160017. Tel.: 0172-2706196/2706468. Fax.: 0172-2708274, Email.: bimalokpal.chandigarh@ecoi.co.in		
Tamilnadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Office of the Insurance Ombudsman,Fatima Akhtar Court, 4 <sup>th</sup> Floor, 453, Anna Salai, Teynampet, Chennai 600 018. Tel. 044 – 24333668/24335284. Fax. 044-24333664, Email.: bimalokpal.chennai@ecoi.co.in		
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110002. Tel. 011-23239633/23237532, Fax.011-23230858, Email.: bimalokpal.delhi@ecoi.co.in		
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, JeevanNivesh, 5 <sup>th</sup> Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205, Fax.: 0361-2732937, Email.: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>		
Andhra Pradesh, Telangana and UT of Yanam-a part of the UT of Pondicherry	Office of the Insurance Ombudsman, 6-2-46, 1st Floor, "Moin court", Lane Opp., Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, Hyderabad — 500004. Tel.: 040-65504123/23312122, Fax.: 040-23376599, Email.: bimalokpal.hyderabad@ecoi.co.in		
Rajasthan	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg, Gr. Fllor, Bhawani Singh Marg, Jaipur – 302005. Tel.: 0141-2740363, Email.: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>		

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Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2 <sup>nd</sup> Floor, Pulinat Bldg., Opp. Cohin Shipyard, M. G. Road, Ernakulam – 682015, Tel.: 0484-2358759/2359338, Fax.: 0484-2359336, Email.: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	Office of the Insurance Ombudsman, Hindustan Bldg, Annexe, 4 <sup>th</sup> Floor, 4, C.R. Avenue, Kolkata – 700072. Tel. 033-22124339/22124340. Fax. 033-22124341, Email.: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>
Districts of Uttar Pradesh, Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 6 <sup>th</sup> Floor, Jeevanbhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow – 226001. Tel.: 0522-2231330/2231331. Fax.: 0522-2331310. Email: bimalokpal.lucknow@ecoi.co.in  Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevanseva Annexe, S.V. Road, Santacruz (W), Mumbai – 400054. Tel.: 022-26106552/26106960. Fax: 022-26106052. Email: bimalokpal.mumbai@ecoi.co.in
State of Uttaranchal and the following districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Baudam, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur,	Office of the Insurance Ombudsman, Bhagwansahai Palace, 4 <sup>th</sup> floor, Main Road, Naya Bans, Sector 15, Distt: gautambhuddh Nagar, U.P – 201301. Tel.: 0120-2514250/2514251/2514253. Email.: bimalokpal.noida@ecoi.co.in
Bihar, Jharkhand	Office of the Insurance Ombudsman, 1 <sup>st</sup> Fllor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800006, Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Office of the Insurance Ombudsman, JeevanDarshan Bldg, 3 <sup>rd</sup> floor, C.T.S. No.s 195 to198, N.C. Kelkar Road, Narayan Peth, Pune-411030 Tel: 020-32341320, Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>

# **ENDORSEMENT APPLICABLE TO THE POLICY:**

Notwithstanding anything to the contrary contained in the Policy, In consideration of payment of additional premium, the policy is extended to cover the optional benefits listed below upto the sum limits shown within the Policy Schedule/Certificate.

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## **Endorsement no. 1 – MATERNITY Extension under EMI Protect for Hospitalisation:**

In consideration of payment of additional premium, it is hereby understood and agreed that 'Option 1-EMI Protect for Hospitalisation will extend to pay the no. of EMI's, if the Insured Person is hospitalised for the number of days as mentioned in the Policy Schedule/Certificate for Delivery (including Caesarean section) or the lawful medical termination of pregnancy from day one of the policy, (without threat to mother or child's life) during the policy period limited to first two deliveries or terminations or either one of each during the lifetime of the Insured.

### **Definition applicable for Maternity Benefit:**

Maternity expenses: Maternity expenses means;

- a) medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization);
- b) expenses towards lawful medical termination of pregnancy during the policy period.

For the purpose of this endorsement, Standard Exclusion no.15 Maternity: Code – Excl18 under EMI Protect for Hospitalisation, shall stand deleted.

## **Endorsement no. 2 - Waiver of Initial Waiting Period of 30 days:**

In Consideration of payment of additional premium, it is hereby understood and agreed that the Waiting Period applicable for claims arising due to illness and falling within the 30 days from the first policy commencement date under 'Option 1- EMI Protect for Hospitalisation' shall stand waived.

This is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

## <u>Endorsement no. 3 – Waiver of Specific Waiting Period for listed illness:</u>

In Consideration of payment of additional premium, it is hereby understood and agreed that the Waiting Period of 24 months applicable for the illness listed under Waiting Period A.2 of 'Option 1 – EMI Protect for Hospitalisation' shall stand reduced to 12orNIL months as opted and mentioned on the Policy Schedule/Certificate.

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

# **Endorsement no. 4 – Waiver of Pre-existing Disease/Condition:**

In Consideration of payment of additional premium, it is hereby understood and agreed that the Waiting Period of 48 months applicable for claims due to Pre-existing Disease/Condition as per waiting period A.2 of 'Option 1 – EMI Protect for Hospitalisation', shall be reduced to 36 or 24 or 12 or NIL Months as opted and mentioned on the Policy Schedule / Certificate.

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.