

Chola Group Cancer Care Insurance Policy

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

This policy will be issued as a group policy to the policy holder and individual certificate may be issued to the beneficiaries.

A. PERSONS WHO CAN BE INSURED

- This Insurance is available to persons aged between 03 months and 65 years (Completed age) at the commencement date of this policy.
- Coverage under this policy is available for Primary Member of the Group, Spouse and Children of the Primary Insured upto the age of 65 years at the time of entry into the policy.
- The Primary Insured should be minimum 18 years on the Commencement date of the policy.

B. POLICY COVERAGE

This Insurance shall pay Lumpsum benefit on diagnosis / treatment of Cancer as specifically mentioned in the policy, subject to the policy being in force and as per the terms and conditions set out here in.

COVER	BENEFIT
Benefit 1. Cancer Diagnosis Benefit	
a. CiS or Early Stage Cancer	20% of Sum Insured
b. Major Stage Cancer	100% of Sum Insured less any claims paid against CiS or early stage cancer
Benefit 2. Cancer Treatment Benefit	
a. Surgery for CiS or Early Stage Cancer	10% of Sum Insured
b. Surgery for Major Stage Cancer	30% of Sum Insured less any claims paid for surgery for CiS or Early Stage Cancer.
Benefit 3. Cancer Therapy Benefit	
a. Chemo / Radiotherapy benefit	20% of Sum Insured
SURVIVAL PERIOD	
Survival Period	7 days from the date of diagnosis
WAITING PERIOD	
Initial Waiting Period	180 days
SUM INSURED OPTIONS	
Sum Insured	Minimum Sum Insured of Rs.10,00,000/- lakhs upto a Maximum of Rs.20,00,000/- in multiples of Rs.1,00,000/-

Note:

- a. The benefit payable under Benefit 2 and 3 is over and above the claim payable under Benefit 1.
- b. The total benefit payable under Benefit 1, 2 and 3 shall not exceed 150% of Sum Insured

BENEFIT 1 - CANCER DIAGNOSIS BENEFIT:

1.1. Carcinoma-in-situ (CiS) or Early Stage Cancer:

The policy will pay a Lumpsum benefit of 20% of Sum Insured, if the Insured is diagnosed to be suffering from **Carcinoma –in-situ or Malignant cancer** (early stage malignant cancer) as defined in the policy during the policy period.

1.1.a. Specific Conditions

1. This benefit will not be paid for the same organ twice during the lifetime of the Insured.
2. This coverage is available to the first occurrence of CiS only.

1.1.b. Specific Exclusions

1. Carcinoma-in-situ for all organs except skin and prostate would be covered
2. All CiS of the skin and prostate is specifically excluded

1.2. Major Stage Cancer:

The policy will pay a maximum lifetime Lumpsum benefit of 100% of Sum Insured, if the Insured is diagnosed to be suffering from Major Stage Cancer as defined in the policy during the policy period. The benefit payable will be equal to Sum Insured less any payment made under CiS or Early Stage Cancer Diagnosis Benefit.

1.3 Conditions applicable to Cancer Diagnosis Benefit:

- a. This diagnosis benefit will stand terminated on payment of 100% of Sum Insured under Cancer Diagnosis Benefit

Survival Period: Survival period of 7 days would be applicable from the date of diagnosis of a condition to be eligible for this benefit. The insured has to survive for a period of 7 days after the “full histopathological diagnosis” of the cancer, including staging and grading. We will not be liable for payment of any claim in the scenario where the insured person expires within the survival period

BENEFIT 2 - CANCER SURGERY BENEFIT:

2.1. Surgery for CiS or Early Stage Cancer:

The policy will pay a Lumpsum benefit of 10% of Sum Insured for every surgery for CiS or Early Stage Cancer undergone by the Insured as advised by the Medical Practitioner in the specified Medical speciality during the policy period subject to a limit of 30% of Sum Insured.

This benefit will not be paid for the same organ twice during the lifetime of the Insured.

2.1.a. Specific Exclusions

1. Carcinoma-in-situ for all organs except skin and prostate would be covered
2. All CiS of the skin and prostate is specifically excluded

2.2 Surgery for Major Stage Cancer:

The policy will pay a Lumpsum benefit of 30% of Sum Insured, for Major Stage Cancer Surgery undergone by the Insured as advised by the Medical Practitioner in the specified Medical speciality during the policy period. The benefit payable will be equal to 30% of Sum Insured less any payment made under Surgery for CiS or Early Stage Surgery Benefit.

2.3. Conditions applicable to Cancer Surgery Benefit:

The Surgery benefit will stand exhausted on payment of a maximum lifetime Lumpsum benefit of 30% of Sum Insured under Cancer Surgery Benefit

BENEFIT 3 - CANCER THERAPY BENEFIT:

3.1. Chemo/Radio Therapy Benefit:

The policy will pay a maximum lifetime Lumpsum benefit of 20% of Sum Insured towards Chemotherapy /Radiotherapy undergone by the Insured as advised by the Medical Practitioner in the specified Medical speciality as part of treatment for the Cancer diagnosed during the Policy Period.

This benefit can be claimed after the first session of undergoing the defined Chemotherapy /Radiotherapy by the Insured.

3.2. Conditions applicable to Cancer Therapy Benefit:

This benefit is payable only once during the lifetime of the Insured.

C. DEFINITIONS

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

1. **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)
2. **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
3. **Alternative treatments** are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context
4. **Carcinoma-in-situ(CiS)** means the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and/or destruction of surrounding tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane.

The diagnosis of the Carcinoma in situ must always be supported by a histopathological report. Furthermore, the diagnosis of Carcinoma in situ must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard.

In the case of the cervix uteri, Pap smear alone is not acceptable and should be accompanied with cone biopsy or colposcopy with the cervical biopsy report clearly indicating presence of CIS. Clinical diagnosis of Cervical Intraepithelial Neoplasia (CIN) classification, which reports CIN I, CIN II and CIN III does not meet the required definition and are specifically excluded.

All CIS of the skin and prostate are specifically excluded.

5. **Chemotherapy** means a kind of cancer treatment that uses drugs to destroy cancer cells, stop cancer cells from spreading or slow the growth of cancer cells.

For the purpose of this definition, drug classification system in the latest version of Guidelines for ATC (Anatomical Therapeutic Chemical) Classification and DDD (Defined Daily Doses) assignment published by World Health Organisation is used.

The following groups and sub-groups of drugs in the ATC classification system are covered:

- L01: Antineoplastic Agents;
- L02: Endocrine therapy
- L03AB: Interferons
- L03AC: Interleukins.

The following conditions are excluded:

- Drugs used only for palliation of symptoms
- Drugs still in trial stage or drugs not approved by DCGI (Drug Controller General of India) or CDSCO (Central Drug Standard Control Organization)
- Use of drugs which is inconsistent with commonly accepted clinical guidelines.

6. **Claims Team** means the Claims administration team within Chola MS General Insurance Company
7. **Condition Precedent** shall mean a policy term or condition upon which our liability under the policy is conditional upon.
8. **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
9. **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
10. **Diagnostic Test** means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition
11. **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.
12. **Early Stage Cancer** shall mean first ever diagnosis with the presence of one of the following malignant conditions:
- Tumour of the thyroid histologically classified as T1N0M0 according to the TNM classification;
 - Prostate tumour should be histologically described as TNM Classification T1a or T1b or T1c are of another equivalent or lesser classification.
 - Chronic lymphocytic leukaemia classified as RAI Stage I or II;
 - Basal cell and squamous skin cancer that has spread to distant organs beyond the skin,
 - Hodgkin's lymphoma Stage I by the Cotswold's classification staging system.

- All tumours of the urinary bladder histologically classified as T1N0M0 (TNM Classification)

The Diagnosis must be based on histopathological features and confirmed by a Pathologist. Premalignant lesions and conditions, unless listed above, are excluded.

13. **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.
14. **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 pre-existing diseases. Coverage is not available for the period for which no premium is received.
15. **Hospital** means any institution established for inpatient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
 - a. has qualified nursing staff under its employment round the clock;
 - b. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
 - c. has qualified medical practitioner(s) in charge round the clock;
 - d. has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - e. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel
16. **Hospitalisation** 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 24 consecutive hours.
17. **Major Stage Cancer** A malignant tumour characterized 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 leukaemia, lymphoma and sarcoma.

The following are excluded –

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

- a. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond.
- b. Malignant melanoma that has not caused invasion beyond the epidermis.
- c. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to atleast clinical TNM classification T2NoMo
- d. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- e. Chronic lymphocytic leukaemia less than RAI stage 3
- f. Non-invasive papillary cancer of the bladder histologically described as TaN0M) or of a lesser classification
- g. All Gastro-Intestinal Stromal Tumours histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs
- h. All tumours in the presence of HIV infection

18. **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.
19. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription
20. **Medical Practitioner** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
The registered 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, Insured/Policyholder himself or an agent of the Insured, Insurance agent, business partner(s) or employer/employee of the Insured.
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 Condition** means a cancer condition (primary or metastatic) , precancerous condition or related condition(s) for which there were signs or symptoms, and/or were diagnosed, and/or for which medical advice/treatment was received within 48 months prior to the first policy issued by the Insurer and renewed continuously thereafter.
23. **Primary Insured** is a main member of the Group and who has legal relationship with the Proposer.
24. **Policy** means the policy schedule (including endorsements if any), the terms and conditions in this document, any annexure thereto (as amended from time to time) and your statements in the Proposal form.
25. **Policy period** means the period between the commencement date and earlier of
 - a. The Expiry Date specified in the Schedule /Policy Certificate
 - b. The date of cancellation of this Policy by either Policyholder/Insured or Insurer in accordance with General Condition (E.12) below.
 - c. Exhaustion of 150% of Sum Insured during the lifetime of Insured by claim payment
26. **Policy Certificate** 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.
27. **Proposal Form** means the form in which the details of the insured person are obtained for Chola Group Cancer Care 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. Any initial or subsequent Proposal / Declaration made by the Policyholder/ Insured Person is deemed to be attached and shall form a part of this Policy
28. **Proposer** means the person who has signed in the proposal form and named in the Policy Schedule. He may or may not be insured under the policy

29. **Radiotherapy** is a cancer treatment given by a specialist for therapeutic radiology or radiation oncology that uses high doses of radiation to kill cancer cells and stop them from spreading. Radiotherapy can be prescribed through external beam radiation therapy, internal radiation therapy or radioisotope therapy.
30. **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
31. **Sum Insured** means the amount shown in the Policy Certificate which shall be our maximum liability for each Insured Person for any and all benefits claimed for during the Annual Period.
32. **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 or prolongation of life, performed in a hospital or day care centre by a medical practitioner.
33. **Survival Period** means a period as provided in the policy document which is calculated from the date of diagnosis of the covered cancer/s, for which the insured person has to survive after the diagnosis of the covered cancer/s. We will not be liable for the payment of any claim in the scenario where the insured person expires within the survival period
34. **Waiting period** refers to the period during which we shall not be liable to make any payment for any claim for which insured had shown signs and symptoms related to Cancer (directly or indirectly) or has been diagnosed of Cancer within 180 days from the commencement date of the policy.

Any Claim due to or arising out of signs or the symptoms of the disease and / or condition which has occurred and / or manifested during the Waiting Period shall be excluded from coverage for the entire policy period including renewals.

1. Waiting Periods

A waiting period of 180 days will be applicable to all claims from the commencement date of the **policy**. This exclusion does not apply for subsequent renewals with the **Company** without a break or renewals within the grace period of 30 days from the Risk End Date of earlier policy.

We shall not be liable to make any payment for any claim for which insured had shown signs and symptoms related to Cancer (directly or indirectly) or has been diagnosed of Cancer within 180 days from the commencement date of the policy.

Any Claim due to or arising out of signs or the symptoms of the disease and / or condition which has occurred and / or manifested during the Waiting Period shall be excluded from coverage for the entire policy period including renewals

2. General Exclusion

The Company will not pay for any claim in respect of any cancer directly or indirectly for, caused by, arising from or in any way attributable to:

1. Any cancer arising on account of or in connections with Pre-existing Disease / Condition as defined in the policy.

2. Any sexually transmitted diseases or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (III LB III) or lymphadenopathy Associated Virus (LAV) or the mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
3. Any congenital external conditions or anomalies.
4. Occupational disease
5. Intoxication by alcohol, narcotics, or drugs not prescribed by a Registered Medical Practitioner.
6. Unreasonable failure to seek or follow medical advice.
7. An intentional or self-inflicted act.
8. 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.
9. 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.
10. 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.
11. Nuclear fusion, nuclear fission, nuclear waste or any radioactive or ionising radiation.
12. Nuclear, biological or chemical contamination (NBC).
13. Any Non-Allopathic or Alternative treatment.

E. GENERAL CONDITIONS

1. Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure of any material, particular in the proposal form, personal statement, declaration or other connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

The Insured is under obligation to inform the Insurer in writing on the changes to his health status affecting any claim.

2. Observance of Terms & Conditions

It is a condition precedent to our liability that the insured person shall comply in all respects with the terms and conditions of this Policy in so far as they require anything to be done or complied with by the Insured Person(s) or his/her dependent.

3. Change of Address / Contact details

It is in the **Insured person's** interest to intimate us if there is any change in residential address and phone numbers.

4. Claim Procedure

4.1 Claim Intimation

An intimation of claim needs to be sent to the Insurer within 15 days of first diagnosis of the said disease along with the following details

- Insured details (name/address/age/gender/contact no/email id)
- Policy Number
- Date of Diagnosis with details

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

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

Toll Free Phone No : **1800-200-5544**
Toll Free FAX No : **1800-425 -22 00**
E-Mail : help@cholams.murugappa.com

Address of Chola MS Health Claims Office:
Cholamandalam MS General Insurance Company Limited
Chola MS HELP – Health Claims Department
New No.319, Old No.154, Shaw Wallace Building,
2nd Floor, Thambu Chetty Street, Parry's Corner,
Chennai – 600001”
Customer Care Toll Free No: 1800-200-5544

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.

4.2 Claim Submission

Upon completion of the survival period, the insured would need to submit the duly filled in and signed claim form along with the following original documents within 30 days of completion of survival period.

Benefit 1. Cancer Diagnosis Benefit

- a. Detailed attending physician's report mentioning the past medical and surgical history of the patient with duration of the ailment and confirming the diagnosis/Diagnosis Certificate from Specialist
- b. All supporting lab reports to prove diagnosis of Cancer along with relevant histological classification/stage (pathological, imaging or any other reports)
- c. Proof of identity and residence of the insured.

Benefit 2. Cancer Treatment Benefit

- a. Detailed discharge summary confirming the given treatment/surgery
- b. Detailed attending physician's report mentioning the past medical and surgical history of the patient with duration of the ailment and confirming the diagnosis/Diagnosis Certificate from Specialist
- c. All supporting lab reports to prove diagnosis of Cancer along with relevant histological classification/stage (pathological, imaging or any other reports)
- d. Proof of identity and residence of the insured.

Benefit 3. Cancer Therapy Benefit

- a. Detailed discharge summary confirming the given treatment (Chemo/Radiotherapy)
- b. Detailed attending physician's report mentioning the past medical and surgical history of the patient with duration of the ailment and confirming the diagnosis/Diagnosis Certificate from Specialist
- c. All supporting lab reports to prove diagnosis of Cancer along with relevant histological classification/stage (pathological, imaging or any other reports)

- d. Proof of identity and residence of the insured.

Note:

- Bank details along with Original cancelled cheque to be submitted to enable claim payment through NEFT
- Claim form may be downloaded from our Company's website or collected from the local Regional office / Head Office.

4.3 Claim Settlement:

- We shall settle claims, including its rejection, within thirty days of the receipt of last 'necessary' document.
- In case of delay in the payment, the Company shall be liable to pay penal interest at a rate which is 2% above the Bank rate prevalent at the beginning of the financial year in which the claim is reviewed.
- There is no TPA tie –up envisaged for this product. Any arrangement in future will be disclosed in the Policy to the Policyholders.

5. Delay in intimation of claim

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

6. Authority to Obtain Records

The insured must procure and cooperate with us in procuring any medical records and information from the hospital relating to the treatment for which claim has been lodged. If required, the Insured Person should give consent to us to obtain Medical records / opinion from the Hospital directly relating to the treatment for which claim has been made.

If required the Insured / Insured Person must agree to be examined by a Medical Practitioner of Company's choice at our expense

7. Transfer

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

8. Renewal of Policy

- a. We agree to renew the policy except on grounds of moral hazard, misrepresentation, fraud or non-cooperation by the Insured/Policy Holder.
- b. This policy can be renewed subject to payment of premium prior to expiry of the policy and not later than 30 days grace period posts the expiry of the policy. We condone the delay and renew the policy with continuity benefits. However, no coverage shall be available during the grace period of 30 days. A Policy that is sought to be renewed after the Grace period of 30 days will be underwritten as a fresh policy at the discretion of us.
- c. The claims if any occurring during the period of break in insurance shall not be payable under the renewed policy.

- d. Once a lifetime maximum benefit of 150% of Sum Insured is paid under the policy, the policy shall not be renewed subsequently.
- e. The Company reserve its rights to revise the premium from time to time subject to approval of IRDA.
- f. In case the policy was purchased through any bank or such Institution selling insurance on our behalf the policy can be renewed through the same channel or directly in case the said channel is discontinued at the time of renewal. Insured shall not stand to lose any benefit in case of such direct renewals for which otherwise the Insured is entitled to.
- g. When an insured Person is added to this Policy either by way of endorsement or at the time of renewal the pre-existing disease clause, exclusion and waiting periods will be applicable to that insured considering such policy period as the first policy with us.
- h. This product may be withdrawn from the market by informing the Authority giving details of the product and the reasons for withdrawal. We will intimate the Insured person/Policy holder in writing about such withdrawal three months prior to the renewal date. The Insured person/Policy holder will have the option to migrate to another policy with similar covers if available with the company. This will be subject to portability conditions laid down by IRDA.
- i. Any revision or modification in a policy subject to the approval from the Authority shall be notified to each policy holder at least three months prior to the date when such revision or modification comes into effect. The notice shall set out the reasons for such revision or modification.

9. Enhancement of Sum Insured

Sum Insured can be enhanced only at the time of renewal subject to no claim have been lodged or paid under the policy and submission of fresh proposal form. If the Insured decides to increase the Sum Insured at the time of renewal, subject to our acceptance, then the coverage for the increased Sum Insured shall be as if a new policy is issued for the additional Sum Insured. The additional Sum Insured will be available subject to waiting period as per exclusions D (1) above.

10. Portability:

On renewal from any other Indian insurer's Individual Cancer Insurance with similar type of cover with same Sum insured, Continuation of benefits would be ensured for the following.

180 days Waiting Period: A waiting period of 180 days would be considered to have been served if the Insured Person(s) was insured continuously and without interruption for at least 1 year under another Indian insurer's individual Cancer insurance for Covering Cancer as per the benefits available in this policy.

In case of a difference in **Sum insured** between old policy and new policy, it would be treated as in General Condition E (9) above.

11. Free Look Period

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

The Insured can return the policy within 15 days of its receipt if he/she is not satisfied with its coverage or terms and conditions. In such a case the policy will be cancelled from date of cancellation request received at Insurer's office provided no claim is reported and considered.

Refund of premium would be after retaining charges towards stamp duty charges and pro-rata premium from the risk start date till date of cancellation.

12. Cancellation of Policy

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

The Insured Person/Policy holder may also cancel the policy at any time in which event, the company shall be entitled to retain premium at Short Period Scale for the expired portion on the date of cancellation. Any excess premium available with us after adjustment at Short Period Scale as provided herein below shall be refunded to the Insured except for those Insured Person(s) for whom a claim has been paid or is payable in the current policy.

Short Period Scales

Period on Risk (in Months)	Rate of Premium to be retained
1	8%
2	17%
3	25%
4	33%
5	42%
6	50%
7	58%
8	67%
9	75%
10	83%
11	92%
12	100%

13. Nomination

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

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

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.

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

15. Arbitration

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

16. Fraud

If the **Insured Person(s)** or his or her dependents shall:

- a. Make or advance any claim knowing the same to be false or fraudulent in amount or otherwise, and/or
 - b. Do/ omit to act in manner abetting fraud against Us,
- this Policy shall be null and void ab initio in relation to that Insured Person. All claims or payments due shall be forfeited and all payments made by us shall be repaid in full by the policyholder who shall be jointly and severally liable for the same.

17. Payment of Claims

- All Claims under this policy shall be payable in Indian Rupees.
- The Company shall be duly discharged of its obligations under this Policy and the Insured shall hold the Company harmless, upon making the payment of the claim to the Insured or his nominee/legal heirs as the case may be.

18. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

19. 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.

20. 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.

21. Misdescription

This Policy shall be void and all premium paid hereon shall be forfeited to the Company and no claims shall be payable, in the event of misrepresentation, mis-description or non-disclosure of any material fact by the insured person(s)/Policy holder.

22. Territorial Limits

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

23. Validity of Cover

The Cover under the policy for the member will terminate at the earliest of the following occurrence

- a. the expiry date mentioned in the Policy Certificate,
- b. In case of death of the Insured
- c. On payment of claim upto 150% of Sum Insured as specified in the policy certificate during the lifetime of the Insured.

- d. Date of cancellation of the policy either by the Insured or policy holder or Insurer as per policy terms and conditions

24. Disclaimer

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

F. GRIEVANCES REDRESSAL MECHANISM

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

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

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 3 days from the date of the lodgement of complaint or if You are not satisfied with the reply of the Company, you can contact the IRDA Grievance Call Centre at the toll free no. 155255 or email at complaints@irda.gov.in for registering the grievance or the nearest Insurance Ombudsman, whose addresses are mentioned below:

SI. No	Office of the Ombudsman	Name of the Ombudsman and Contact Details	Areas of Jurisdiction
1	AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 Ph(O) 079-27546150, 27546139 Fax: 079-27546142 E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
2	BHOPAL	Office of the Insurance Ombudsman 1st Floor, 117, Zone-II, Above D.M. Motors Pvt. Ltd. Maharana Pratap Nagar, Chhattisgarh BHOPAL - 462 011 Ph(O): 0755-2769200, 2769202, 2769201 Fax: 0755-2769203 E-mail: bimalokpalbhopal@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 (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 (0) 044-24333678, 24333668 Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
6	DELHI	Office of the Insurance Ombudsman 2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road,,NEW DELHI - 110 002 (0) 011-23239611, 23237539, 23237532 Fax: 011-23230858 E-mail : jobdelraj@rediffmail.com	Delhi & Rajasthan
7	GUWAHATI	Office of the Insurance Ombudsman Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021 (0) 0361-2413525, EPBX: 0361-2415430 Arunachal Pradesh, Fax: 0361-2414051 E-mail: omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
8	HYDERABAD	Office of the Insurance Ombudsman 6-2-46, 1st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. (0) 040-23325325, 23312122, 65504123 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam - a part of the UT of Pondicherry
9	KOCHI	Office of the Insurance Ombudsman 2nd Fir., CC 27/ 2603 Pulinat Building Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 (0) 0484-2358734, 2359338, 2358759 Fax: 0484-2359336 E-mail: ombudsmankochi@yahoo.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe - a Part of UT of Pondicherry
10	KOLKATA	Office of the Insurance Ombudsman North British Bldg. 29, N. S. Road, 3rd Fir., KOLKATA -700 001.	West Bengal, Bihar, Jharkhand and UT of Andaman &

		(0) 033-22134869, 22134867, 22134866 Fax: 033-22134868 E-mail : iombkol@vsnl.net	Nicobar Islands, Sikkim
11	LUCKNOW	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (0) 0522-2201188, 2231330, 2231331 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
12	MUMBAI	Office of the Insurance Ombudsman 3rd Flr., Jeevan Seva Annexe, S.v. Road, Santa Cruz (W) MUMBAI - 400 054 022-26106928, 26106360 EPBX: 022-6106889, Fax: 022-26106052 Email: ombudsman@vsnl.net	Maharashtra, Goa