

CHOLA GROUP CRITICAL ILLNESS INSURANCE POLICY

CHOHLGP21428V022021

POLICY WORDINGS

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 following terms and conditions. The method of coverage and the Sum Insured that has been opted is indicated in the 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/ 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.

1. DEFINITIONS

We use certain words in this **Policy, Policy Schedule and Policy Certificate**, which have a specific meaning and are shown under the heading of definitions in the policy. They have this meaning wherever they appear in the policy or the Policy Schedule or the Policy Certificate and are shown in Bold Letters. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender and vice versa in both cases.

A. STANDARD DEFINITIONS

1. **Accident:** An Accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
3. **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.
4. **Consultant/ 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

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jurisdiction of license. The registered Medical practitioner should not be the insured or Close Family Members of the insured.

5. **Disclosure to information norm:** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
6. **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
7. **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
8. **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.
9. **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

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10. **Medical Advise** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
11. **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.
12. **Notification of claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
13. **Pre-existing Disease means any condition, ailment, injury or disease:**
- 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.
14. **Renewal** means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

B. SPECIFIC DEFINITIONS

15. **Age** means completed years on Your last birthday as per the English Calendar regardless of the actual time of birth, at the time of commencement of Policy Period or the date of commencement of cover in case of midterm inclusion.
16. **Alternative Treatments** are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian Context.
17. **Claims Team** means the Claims administration team within Chola MS General Insurance Company.
18. **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.

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19. **Commencement Date** means the commencement date of the coverage under this Policy as specified in the Policy Certificate
20. **Critical Illness** means an illness or condition as defined in the policy that occurs or manifests itself during the policy period as a first incidence.
21. **Date of Diagnosis** For the purpose of this policy, the date of diagnosis of the insured illness is the date on which the consultant/Medical Practitioner certifies the diagnosis of the first occurrence of insured illness. Provided, the date is not earlier than the date of diagnostic report based on which the final diagnosis is arrived at by the consultant/Medical Practitioner.
22. **Dependents** refer to family members comprising of Spouse, Dependent Children, Parents and Parents in law who is financially dependent on the Primary Insured person and does not have his / her independent sources of income.
23. **Diagnosis** means the identification of a disease/illness/medical condition made by a Medical Practitioner supported by clinical, radiological and histological, histopathological and laboratory evidence and also surgical evidence wherever applicable, acceptable to us.
24. **Diagnostic Test** means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition
25. **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.
26. **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.
27. **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.
28. **Policy Period** means the period between the commencement date specified in the Policy Certificate in respect of any Insured person and earlier of
- a. the expiry date specified in the Policy Certificate and
 - b. the occurrence of an event of Covered Critical Illness under Base Cover. However the cover in respect of optional benefits, cover shall continue till the expiry date mentioned in the policy certificate or occurrence of a claim under optional cover upto 100% SI.

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29. **Policy Certificate/Certificate of Insurance** means that portion of the Policy which sets out your personal details, the type and plan of insurance cover in force, the Policy duration and sum insured etc any Annexure or Endorsement to it, shall also be a part of the Policy Certificate.
30. **Primary Insured** is a main member of the Group and who has legal relationship with the Proposer.
31. **Proposal Form** means the form in which the details of the insured person are obtained for a Chola Group Critical illness 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.
32. **Proposer** means the person/organization who has signed in the proposal form and named in the Policy Schedule. He may or may not be insured under the policy
33. **Sum Insured** means the amount shown in the Policy Certificate, which shall be our maximum liability for each Insured Person for any and all claims made for any or all Critical Illnesses covered under this policy during the policy period.
34. **Survival Period** means the period after an insured event that the insured person has to survive before a claim becomes valid.
35. **Waiting Period:** Waiting period refers to the period during which we shall not be liable to make any payment for any claim which occurs or where the signs and/ or the symptoms of illness/ condition for the claim has occurred. This is not applicable if caused directly due to an accident during the policy period

36. List of Critical Illness and their definitions

1. CANCER OF SPECIFIED SEVERITY

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

II. The following are excluded –

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

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- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;
- iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukaemia less than Rai stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

2. MYOCARDIAL INFARCTION

(First Heart Attack of specific severity)

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

- i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
- ii. New characteristic electrocardiogram changes
- iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

II. The following are excluded:

- i. Other acute Coronary Syndromes
- ii. Any type of angina pectoris
- iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

3. 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

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4. STROKE RESULTING IN PERMANENT SYMPTOMS

I. 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 at least 3 months has to be produced.

II. The following are excluded:

- i. Transient ischemic attacks (TIA)
- ii. Traumatic injury of the brain
- iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

5. 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

6. KIDNEY FAILURE REQUIRING REGULAR DIALYSIS

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

7. PERMANENT PARALYSIS OF LIMBS

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

8. MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS

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

- i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

II. Neurological damage due to SLE is excluded.

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9. MOTOR NEURON DISEASE WITH PERMANENT SYMPTOMS

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

10. OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES

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

11. THIRD DEGREE BURNS

I. There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

12. END STAGE LUNG FAILURE

I. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

- i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less ($PaO_2 < 55\text{mmHg}$); and
- iv. Dyspnea at rest.

13. BENIGN BRAIN TUMOR

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

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

- i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- ii. Undergone surgical resection or radiation therapy to treat the brain tumor.

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

Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas,

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14. BLINDNESS

I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.

II. The Blindness is evidenced by:

- i. corrected visual acuity being 3/60 or less in both eyes or ;
- ii. the field of vision being less than 10 degrees in both eyes.

III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

15. COMA OF SPECIFIED SEVERITY

I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- i. no response to external stimuli continuously for at least 96 hours;
- ii. life support measures are necessary to sustain life; and
- iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

16. SURGERY TO AORTA

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

17. 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 Catheterization. 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 even 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.

18. PARKINSON'S DISEASE

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

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

Activities of Daily Living:

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

Exclusions: Drug induced or toxic causes of Parkinsonism are excluded

19. APLASTIC ANAEMIA

Aplastic Anemia is chronic persistent bone marrow failure. A certified hematologist must make the diagnosis of severe irreversible aplastic anemia. There must be permanent bone marrow failure resulting in bone marrow cellularity of less than 25% and there must be two of the following:

- a) Absolute neutrophil count of less than 500/mm
- b) Platelets count less than 20,000/mm
- c) Reticulocyte count of less than 20,000/mm

The Insured Person must be receiving treatment for more than 3 consecutive months with frequent blood product transfusions, bone marrow stimulating agents, or immunosuppressive agents or the Insured Person has received a bone marrow or cord blood stem cell transplant. Temporary or reversible Aplastic Anemia is excluded and not covered under this Policy.

20. END STAGE LIVER FAILURE

I. Permanent and irreversible failure of liver function that has resulted in all three of the following:

- i. Permanent jaundice; and
- ii. Ascites; and
- iii. Hepatic encephalopathy.

II. Liver failure secondary to drug or alcohol abuse is **excluded**.

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21. FULMINANT VIRAL HEPATITIS

A sub-massive to massive necrosis of the liver by any virus, leading precipitously to liver failure

This diagnosis must be supported by all of the following:

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

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

22. MUSCULAR DYSTROPHY

Muscular Dystrophy is a disease of the muscle causing progressive and permanent weakening of certain muscle groups. The diagnosis of Muscular Dystrophy must be made by a consultant neurologist, and confirmed with the appropriate laboratory, biochemical, histological, and electromyographic evidence. The disease must result in the permanent inability of the Insured Person to perform (whether aided or unaided) at least three (3) of the six (6) "Activities of Daily Living".

Activities of Daily Living are defined as:

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

23. GOODPASTURE'S SYNDROME:

Goodpasture's syndrome is an autoimmune disease in which antibodies attack the lungs and kidneys, leading to permanent lung and kidney damage. The permanent damage should be for a continuous period of at least 30 days. The Diagnosis must be proven by Kidney biopsy and confirmed by a Specialist Medical Practitioner (Rheumatologist).

24. APALLIC SYNDROME

A persistent vegetative state in which patients with severe brain damage (universal necrosis of the brain cortex with the brainstem remaining intact), are in a state of partial arousal rather

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than true awareness. The Diagnosis must be confirmed by a Specialist Medical Practitioner (Neurologist) and condition must be documented for at least 30 days.

25. SYSTEMIC LUPUS ERYTHEMATOSIS

A diagnosis of systemic lupus erythematosus by a Rheumatologist resulting in either of the following:

- Permanent neurological deficit with persisting clinical symptoms for a continuous period of 30 days; or
- The permanent impairment of kidney function tests as follows; Glomerular Filtration Rate (GFR) below 30 ml/min

26. MULTIPLE SYSTEM ATROPHY

A diagnosis of multiple system atrophy by a Specialist Medical Practitioner (Neurologist). There must be evidence of permanent clinical impairment for a minimum period of 30 days of either:

- motor function with associated rigidity of movement; or
- The ability to coordinate muscle movement; or Bladder control and postural hypotension.

27. PROGRESSIVE SCLERODERMA

A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.

The following conditions are excluded:

- Localised scleroderma (linear scleroderma or morphea);
- Eosinophilic fascitis; and
- CREST syndrome.

28. PNEUMONECTOMY

The undergoing of surgery on the advice of an appropriate Medical Specialist to remove an entire lung for disease or traumatic injury suffered by the life assured.

The following conditions are excluded:

- Removal of a lobe of the lungs (lobectomy)
- Lung resection or incision

29. PULMONARY ARTERY GRAFT SURGERY

The undergoing of surgery requiring median sternotomy on the advice of a Cardiologist for disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft

30. ALZHEIMER'S DISEASE

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The Unequivocal diagnosis of Alzheimer 's disease (presenile dementia) before age 60 that has to be confirmed by a specialist Medical Practitioner (Neurologist) and evidenced by typical findings in cognitive and neuroradiological tests (e.g. CT Scan, MRI, PET of the brain).

The disease must also result in a permanent inability to perform independently three or more Activities of Daily Living or must result in need of supervision and the permanent presence of care staff due to the disease.

These conditions must be medically documented for at least 60 days.

31. CARDIOMYOPATHY

A diagnosis of cardiomyopathy by a Specialist Medical Practitioner (Cardiologist). There must be clinical impairment of heart function resulting in the permanent loss of ability to perform physical activities for a minimum period of 30 days to at least Class 3 of the New York Heart Association classification's of functional capacity (heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain) and LVEF of 40% or less.

The following conditions are excluded:

- Cardiomyopathy secondary to alcohol or drug abuse.
- All other forms of heart disease, heart enlargement and myocarditis.

32. BRAIN SURGERY

The actual undergoing of surgery to the brain under general anesthesia during which a craniotomy is performed.

For the above definition, the following condition is excluded:

Burr Hole and brain surgery as a result of an accident.

33. PROGRESSIVE SUPRANUCLEAR PALSY:

A diagnosis of progressive supranuclear palsy by a Specialist Medical Practitioner (Neurologist). There must be permanent clinical impairment of eye movements and motor function for a minimum period of 30 days.

34. CREUTZFELDT-JAKOB DISEASE (CJD)

A Diagnosis of Creutzfeldt-Jakob disease must be made by a Specialist Medical Practitioner (Neurologist). There must be permanent clinical loss of the ability in mental and social functioning for a minimum period of 30 days to the extent that permanent supervision or assistance by a third party is required. Social functioning is defined as the ability of the individual to interact in the normal or usual way in society.

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

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35. MAJOR HEAD TRAUMA

I. Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

II. The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.

III. The Activities of Daily Living are:

- 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.

IV. The following are excluded:

- i. Spinal cord injury;

36. ENCEPHALITIS

It is a severe inflammation of brain tissue, resulting in permanent neurological deficit lasting for a minimum period of 30 days. This must be certified by a Specialist Medical Practitioner (Neurologist). The permanent deficit must result in an inability to perform at least three of the Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

The following condition is excluded:

Encephalitis as a result of HIV infection

37. LOSS OF SPEECH

I. Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

II. All psychiatric related causes are excluded.

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38. BACTERIAL MENINGITIS

Bacterial meningitis is a bacterial infection of the meninges of the brain causing brain dysfunction. There must be an unequivocal diagnosis by a consultant physician of bacterial meningitis that must be proven on analysis of the cerebrospinal fluid. There must also be permanent objective neurological deficit that is present on physical examination at least 3 months after the diagnosis of the meningitis infection.

39. DEAFNESS

I. Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing" in both ears.

2. 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.

3. POLICY COVERAGE

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

Sl. No.	Base Cover / Plans	Standard	Extra	Advantage
	No. of Critical Illness Covered/Name of Critical Illness	15	22	39
1	Cancer of Specified Severity	Covered	Covered	Covered
2	Myocardial Infarction (First Heart Attack of specific Severity)	Covered	Covered	Covered
3	Major Organ /Bone Marrow Transplant	Covered	Covered	Covered
4	Stroke Resulting In Permanent Symptoms	Covered	Covered	Covered
5	Open Chest CABG	Covered	Covered	Covered
6	Kidney Failure Requiring Regular Dialysis	Covered	Covered	Covered
7	Permanent Paralysis Of Limbs	Covered	Covered	Covered
8	Multiple Sclerosis With Persisting Symptoms	Covered	Covered	Covered

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9	Motor Neuron Disease With Permanent Symptoms	Covered	Covered	Covered
10	Open Heart Replacement or Repair of Heart Valves	Covered	Covered	Covered
11	Third Degree Burns	Covered	Covered	Covered
12	End Stage Lung Failure	Covered	Covered	Covered
13	Benign brain tumour	Covered	Covered	Covered
14	Blindness	Covered	Covered	Covered
15	Coma of Specified Severity	Covered	Covered	Covered
16	Surgery to Aorta		Covered	Covered
17	Primary (Idiopathic) Pulmonary hypertension		Covered	Covered
18	Parkinson’s Disease		Covered	Covered
19	Aplastic Anaemia		Covered	Covered
20	End Stage Liver Failure		Covered	Covered
21	Fulminant Viral Hepatitis		Covered	Covered
22	Muscular Dystrophy		Covered	Covered
23	Goodpasture’s syndrome			Covered
24	Apallic syndrome			Covered
25	Systemic lupus erythematosus			Covered
26	Multiple system atrophy			Covered
27	Progressive scleroderma			Covered
28	Pneumonectomy			Covered
29	Pulmonary artery graft surgery			Covered
30	Alzheimer’s disease			Covered
31	Cardiomyopathy			Covered
32	Brain surgery			Covered
33	Progressive supranuclear palsy			Covered
34	Creutzfeldt-jakob disease (CJD)			Covered
35	Major Head Trauma			Covered
36	Encephalitis			Covered
37	Loss of Speech			Covered
38	Bacterial Meningitis			Covered
39	Deafness			Covered
Optional Covers (on payment of additional premium)		Sum Insured		
1	Optional Cover 1: Accidental Death Benefit (AD)	Sum Insured as opted under Base cover		
2	Optional Cover 2: Permanent Total Disability Benefit (PTD)	Sum Insured as opted under Base cover		
3	Optional Cover 3: Permanent Partial Disability Benefit (PPD)	Sum Insured as opted under Base cover		

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Note:

- The benefit applicable to you will depend on the Plan and **Sum Insured** opted by you as shown in your **Policy Certificate**
- If a claim is paid for any one of the Covered Critical Illness during the policy period, the base cover will stand terminated. However the cover in respect of optional benefits, cover shall continue till the expiry date mentioned in the policy certificate or occurrence of a claim under optional cover upto 100% SI .

4. EXCLUSIONS

1. Waiting Period

Any Critical Illness for which the Insured had shown signs and symptoms or has been diagnosed within the first 90 days from the date of commencement of the Policy is excluded. This is not applicable if caused directly due to an accident during the policy period.

2. Survival period

Survival Period is not applicable under Chola Group Critical Illness Insurance Policy. Wherever there is a mention of survival period it denotes nil survival days.

3. Pre-Existing Disease (PED)

Any critical illness arising on account of or in connections with Pre-existing Disease / Condition as defined in the policy wording is excluded from scope of cover.

4. General Exclusions

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

1. Any sexually transmitted diseases or any condition directly 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.
2. 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.
3. 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.
4. 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.

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5. Insured person's participation in any hazardous activities including but not limited to scuba diving, motor racing, parachuting, hang gliding, rock / mountain climbing and the like whether voluntary or paid.
6. Any natural peril (including but not limited to storm, tempest, avalanche, earthquake, volcanic eruptions, hurricane, or any other kind of natural hazard).
7. Radioactive contamination
8. Consequential losses of any kind, be by the way of loss of profit, loss of business, loss of opportunity, business interruption, market loss or otherwise, or any claim arising out of loss of a pure financial nature such as loss of goodwill or any legal liability of any kind whatsoever
9. Intentional self Injury and / or the use or misuse of intoxicating drugs and / or alcohol
10. Occupational Disease
11. Treatment arising from or traceable to pregnancy, childbirth postpartum complications including but not limited to caesarian and birth defects.
12. Any congenital external conditions or anomalies.

5. GENERAL CONDITIONS

1. Observance of Terms & Conditions

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

2. Due care

The Insured Person / persons shall take or procure to be taken all reasonable care and precautions to prevent a claim arising under this Policy and, in the event of a claim arising, to minimize its financial consequences.

3. 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. Consideration

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

5. Change of Nominee

No change of nominee under this policy shall bind us, unless the change is formally endorsed thereon by our authorized officer.

6. Authority to Obtain Records

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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. CLAIMS PROCEDURE

Upon the diagnosis/occurrence of the defined Critical Illness, this policy shall immediately cease to exist with reference to that Insured. This Policy cannot be renewed after diagnosis /occurrence of any insured critical illness.

a. Claims notification:

Upon diagnosis / occurrence of the defined illness / injury in the policy, the insured should intimate the claim to Chola MS within 30 days by telephone through toll free number **(1800-208-9100)** or in writing by email (customercare@cholams.murugappa.com) / letter). The intimation should contain the following information:

- Insured details (Name /Age/Gender)
- Contact no & E-Mail ID.
- Policy Number / Membership Number.
- Illness contracted/Date of Accident.
- Ailment / Diagnosis / Injury Details.

b. Claims procedure:

- The insured / claimant shall provide the Insurer with details of the claim to be paid listed below under claim documentation of the policy within 30 days from the date of diagnosis / occurrence of the defined illness. Failure to furnish such details within such time as required shall not invalidate or reduce the claim, if the Insured person is able to satisfy the Company that it was not reasonably possible to do so within such time.
- The Insurer shall be under no obligation to pay or arrange to make payment for any claim until and unless it is satisfied as to the validity of the Insured Person's claim, and may for these purposes require the Insured Person to be examined by a medical advisor nominated by the Insurer as often as and to the extent that either considers to be reasonably necessary.
- The Insurer shall only make payment to the insured person or nominee whose name is mentioned in the Policy Certificate.
- The Insured/Policy Holder acknowledges and agrees that the payment of any claim by or on behalf of the Insurer shall not constitute on the part of the Insurer any guarantee or assurance as to the quality or effectiveness of any medical treatment obtained by the Insured Person, it being agreed and recognised by the Insured that the Insurer is not in

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any way responsible or liable for the availability or quality of any service (medical or otherwise) rendered by any institution.

- The insured shall obtain and furnish to the Company copy of all bills, receipts and other documentation upon which a claim is based. Except in cases where a fraud is suspected, ordinarily no document not listed in the policy terms and conditions shall be deemed 'necessary'.

c. Claim Documentation:

Upon diagnosis / occurrence of the Critical illnesses defined above, and subject to the conditions mentioned in the policy, Insured has to submit the following claim documents to Chola MS.

- a. Duly filled & signed claim form which can be downloaded from our website www.cholainsurance.com or collected from local Chola MS Office
- b. Detailed attending physician's report / consultation papers mentioning the past medical and surgical history of the patient with duration of the ailment and confirming the diagnosis / Diagnosis Certificate from Specialist.
- c. All supporting lab reports supporting the diagnosis of the critical illness along with the relevant histological classification / stage (histo pathological, imaging or any other reports).
- d. Detailed discharge summary / Operation theatre notes wherever hospitalization occurred.
- e. Copy of FIR / MLC in case of road traffic accident injuries resulting in critical illness defined above.
- f. Proof of identity and residence of the Insured.

d. Claim Procedure applicable to Optional Covers (AD/PTD/PPD):

1. Notification: It shall be a condition precedent for any claim to be made by the **Insured** under this policy or for liability attaching to us hereunder that written notice of claim must be given to any loss, or as soon thereafter as reasonably possible, and in any event not later than 30 days of such occurrence or commencement.

2. Document Submission Procedure: Besides such immediate notice of occurrence or commencement of Loss, the **Insured** shall also furnish further particulars as may be required in the Claim Form provided by us.

Completed Claim Form with written evidence of loss in the form of claim documents mentioned in the policy must be furnished to us within thirty (30) days after the date of such loss. Failure to furnish evidence within such time as required shall not invalidate or reduce the claim if you are able to satisfy us that it was not reasonably possible to do so within such time.

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The **Insured Person** shall obtain and furnish to us all copy of bills, receipts and any other documentation upon which a claim is based. Except in cases where a fraud is suspected, ordinarily no document not listed in the policy terms and conditions shall be deemed necessary.

We or our authorized representatives, shall be entitled to make such Enquiry or verification with any person or persons, establishment, institution, hospital, authority, agency as it deems necessary and the **Insured Person** or anyone claiming under this Policy shall co-operate, facilitate and assist in such manner as may be necessary for such enquiry or verification by us.

3. List of documents to be submitted

Following documents are to be submitted for processing of the claim along with the duly filled & signed claim form by the insured / nominee along with the below listed documents:

I) Accidental Death:

1. Copy of FIR / Police Report, wherever necessary
2. Copy of Post Mortem Report/Coroner's report (If postmortem is conducted)
3. Copy or Panchanama / Inquest report
4. Death Certificate
5. Original Policy Certificate for deletion of name of the Insured person from the list.

II) Permanent Total and Partial Disablement Claims:

1. Report of the attending Doctor confirming disability
2. Admit / Discharge card
3. Investigation reports such as X-rays, Lab test etc
4. FIR/ Police report, wherever necessary

Note: Please enclose original cancelled cheque of the claimant / insured to enable payment of claim through NEFT. NEFT cannot be facilitated without the cancelled cheque.

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

Cholamandalam MS General Insurance Company Limited

Chola MS HELP – Health Claims Department

New No.2, Old No. 234, Parry House,

3rd Floor, N. S. C. Bose Road

Chennai - 600001

Customer Care Toll Free No: 1800-208-9100

E-Mail: customercare@cholams.murugappa.com

e. Claim Settlement (Provision for penal interest)

- 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

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- In 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.
- 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.
- In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% 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)

- The claim payment will be made 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 Policy holders

On the claim being determined to be admissible subject to the terms and conditions of the policy, payment will be released by NEFT / cheque. If the mode of settlement is cheque, it would be sent to the Insured address as mentioned on the policy document.

8. Delay in intimation of claim

It is essential and imperative that any loss or claim under the policy has to be intimated to us strictly as per the policy conditions to enable us to appoint investigator for loss assessment. This will enable us to render prompt service by way of quick and fair settlement of claim, which is our primary motto.

Any genuine delay, beyond Your control will definitely not be a sole cause for rejection of the claim. However any undue delay which could have otherwise been avoided at Your end and especially if the delay has hindered conducting investigation on time to make proper assessment, to mitigate further loss, if any may not only delay the claim settlement but also may result in claim getting rejected on merits.

9. Transfer

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

10. Renewal of Policy

- a. We agree to renew your policy unless 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.
- c. The claims if any occurring during the grace period shall not be payable under the renewed policy

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- d. The company reserves its rights to vary the premium from time to time subject to approval of IRDA.
- e. Sum Insured can be enhanced only at the time of renewal subject to reported claim status and health condition of the insured. If you decide to increase the sum insured at the time of renewal, the Sum Insured revision is subject to written application and our acceptance.
- f. If the **Insured** was covered under a group policy with us and the cover is terminated due to the **Insured** ceasing to be a member of the group then the **Insured** can take a fresh Individual / Family policy available with us without any break in policy period or with break not exceeding 30 days grace period of such termination of cover to avail the continuity benefit which would accrue as if the **Insured** was covered by the original policy.
- g. This product may be withdrawn from the market after approval from IRDA. We will intimate the **Policy Holder / Insured person** in writing about such withdrawal at least three months prior to the renewal date. The **Policy Holder / Insured person** will have the option to purchase another policy with similar covers if available with the company. This will be subject to portability conditions laid down by IRDA.
- h. Any revision or modification in a policy subject to the approval from the Authority shall be notified to each **Policy Holder / Insured Person** at least three months prior to the date such revision or modification comes into effect. The notice shall set out the reasons for such revision or modification.

11. Cancellation of cover

This policy may be cancelled by us on account of misrepresentation, fraud, and non-disclosure of material facts or non cooperation of the Insured/Policy Holder by giving 15 days written notice delivered to, or mailed to the Insured Person's/Policy Holder's last address as shown in the records. The policy shall be void in case of misrepresentation, fraud or non-disclosure of material facts and all premium paid hereon shall be forfeited to the Company and no claim shall be payable under the policy. Upon cancellation of the policy by us on account of non cooperation, the Insured/ Policy Holder 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/Policy Holder may also cancel the policy at any time in which event, the insurer shall be entitled to retain premium at Short Period Scale for the expired portion of the policy on the date of cancellation as per the table below. Any excess premium available with us shall be refunded to the Policy Holder except for those Insured Person(s) for whom a claim has been paid or is payable in the current policy.

Short Period Scale

Period on Risk (in Months)	Rate of Premium to be retained
1	8%
2	17%
3	25%

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4	33%
5	42%
6	50%
7	58%
8	67%
9	75%
10	83%
11	92%
12	100%

12. 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 Insured can appoint a person who will receive the money secured by the policy in the event of the Insured'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 Insured is entitled to cancel or withdraw the nomination at any time and the Company upon request shall make the necessary endorsement in the Policy.

13. 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.

14. 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.

15. 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

16. Compensation

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In case of claim by Critical Illness, compensation will be made only after deleting by an endorsement the name of the insured person in respect of whom such sums shall become payable.

17. Multiple policies

In case of multiple policies which provide fixed benefits, on the occurrence of the insured event in accordance with the terms and conditions of the policies, the Insurer shall make the claim payment independent of payments received under other similar policies.

18. Validity of Policy

The Cover under the Chola Group Critical Illness Insurance Policy for the Insured 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) In the event of admissible claim settlement of 100% sum insured specified in Policy Certificate under base cover. However the cover in respect of optional covers shall continue till the expiry date mentioned in the policy certificate or occurrence of a claim under optional cover upto 100% SI .
- d) The date of cancellation of this Policy by either Policy holder/Insured or Insurer in accordance with the terms and conditions of the policy.

19. Territorial Limits

This policy pays for the insured contingencies occurring within India excluding the Optional Covers – Accidental Death (AD), Permanent Total Disability (PTD) and Permanent Partial Disability (PPD). The Coverage is applicable worldwide for the optional Covers specified above.

20. Automatic Termination

This policy shall terminate immediately with reference to any Insured Person on the earlier of the following events irrespective of the expiry date mentioned in the policy schedule

- Upon the demise of the covered person, in which case we will refund premium calculated on pro-rata basis for the unexpired period subject there being no claim under the policy.
- Upon payment of an admissible claim and settlement of 100% of Sum Insured specified in the Policy Certificate under base cover. However the cover in respect of optional benefits, cover shall continue till the expiry date mentioned in the policy certificate or occurrence of a claim under optional cover upto 100% SI.

21. Fraud

If You and or Your dependent shall:

- a. Make or advance any claim knowing the same to be false or fraudulent in amount or otherwise, and/or
- b. Do/ omit to act in manner abetting fraud against Us,

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

22. Misdescription

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

23. 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.

24. Disclaimer

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

6. GRIEVANCES REDRESSAL MECHANISM

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

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

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 GRO@cholams.murugappa.com
For details of grievance officer, kindly refer the link www.cholainsurance.com

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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.

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 nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380014 Tel.: 079-27546150/27546139, Fax: 079-27546142, Email: bimalokpal.ahmedabad@ecoi.co.in
Karnataka	Office of the Insurance Ombudsman, Jeevansoudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24 th Main Road, JP Nagar, 1 st 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 nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462003. Tel.: 0755-2769201/2769202, Fax.: 0755-2769203, Email.: bimalokpal.bhopal@ecoi.co.in
Odisha	Office of the Insurance Ombudsman, 62, Foresh Partk, Bhubhaneshwar – 750009. Tel.: 0674-2596461/2586455. Fax.: 0674-2596429. Email.: bimalokpal.bhubaneswar@ecoi.co.in
Punjab, Haryana, Himachal Pradesh, Jammu and Kashmir, UT of Chandigarh	Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103, 2 nd 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 th 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.

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITEDRegistered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001.

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POLICY WORDINGS

	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 th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205, Fax.: 0361-2732937, Email.: bimalokpal.guwahati@ecoi.co.in
Andhra Pradesh, Telangana and UT of Yanam-a part of the UT of Pondicherry	Office of the Insurance Ombudsman, 6-2-46, 1 st 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, JeevanNidhi – II Bldg, Gr. Floor, Bhawani Singh Marg, Jaipur – 302005. Tel.: 0141-2740363, Email.: Bimalokpal.jaipur@ecoi.co.in
Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2 nd Floor, Pulinat Bldg., Opp. Cohin Shipyard, M. G. Road, Ernakulam – 682015, Tel.: 0484-2358759/2359338, Fax.: 0484- 2359336, Email.: bimalokpal.ernakulam@ecoi.co.in
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	Office of the Insurance Ombudsman, Hindustan Bldg, Annexe, 4 th Floor, 4, C.R. Avenue, Kolkata – 700072. Tel. 033-22124339/22124340. Fax. 033-22124341, Email.: bimalokpal.kolkata@ecoi.co.in
Districts of Uttar Pradesh, Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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	Office of the Insurance Ombudsman, 6 th Floor, Jeevanbhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow – 226001. Tel.: 0522- 2231330/2231331. Fax.: 0522-2331310. Email: bimalokpal.lucknow@ecoi.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3 rd Floor, Jeevanseva Annexe, S.V. Road, Santacruz (W), Mumbai – 400054. Tel.: 022-26106552/26106960. Fax: 022- 26106052. Email: bimalokpal.mumbai@ecoi.co.in

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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 th 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 st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800006, Email: bimalokpal.patna@ecoi.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Office of the Insurance Ombudsman, JeevanDarshan Bldg, 3 rd floor, C.T.S. No.s 195 to198, N.C. Kelkar Road, Narayan Peth, Pune-411030 Tel: 020-32341320, Email: bimalokpal.pune@ecoi.co.in

7. OPTIONAL COVERS (on payment of additional Premium):

Notwithstanding anything to the contrary contained in the **Policy**, In consideration of payment of additional premium, the **Policy** is extended to cover the optional covers listed below upto the **Sum Insureds** mentioned against the covers shown within the **Policy Certificate**.

7.1 Optional Cover 1: Accidental Death Benefit (AD):

In consideration of payment of additional premium, it is hereby understood and agreed that if at any time during the policy period, the insured shall sustain any bodily injury anywhere in the world, which shall within twelve months of its occurrence be the sole and direct cause of his/her death, then **the Company** will pay the **Sum Insured** as mentioned in the **Policy Certificate**.

7.2 Optional Cover 2: Permanent Total Disability Benefit (PTD):

In consideration of payment of additional premium, it is hereby understood and agreed that if at any time during the policy period, the insured shall sustain any bodily injury anywhere in the world, which shall within twelve months of its occurrence be the sole and direct cause of the

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following Permanent Total Disabilities of the **Insured Person**, then the Company will pay the percentage of **Sum Insured** as shown in the table below:

Benefits	Percentage of Sum Insured
Loss of sight of both eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and such loss of one entire foot, or hand	100%
Complete loss of hearing of both ears & complete loss of Speech	100%
Complete loss of hearing of both ears or complete loss of speech and loss of one limb or loss of sight of one eye	100%
Comatose State	100%

The **Company's** maximum liability however should not be more than 100% of the **Sum Insured** under this benefit.

Definitions

"Coma" means a profound state of unconsciousness where the patient cannot be awakened, fails to respond normally to pain or light, does not have sleep-awake cycles and cannot take voluntary actions and Comatose means a state of Coma.

7.3 Optional Cover 3: Permanent Partial Disability Benefit (PPD):

In consideration of payment of additional premium, it is hereby understood and agreed that if at any time during the policy period, the insured shall sustain any bodily injury anywhere in the world, which shall within twelve months of its occurrence be the sole and direct cause of the following Permanent Partial Disability, then the **Company** will pay the **Insured** the percentage of the **Sum Insured** specified for each and every form of impairment mentioned in the table below.

Benefits	Upto Percentage of Sum Insured
i. Loss of toes – all	20%
Loss of Great toe– both phalanges	5%
Loss of Great toe – one phalanx	2%
Loss of Other than great toe, if more than one toe lost, each	2%
ii. Loss of hearing – both ears	60%
iii. Loss of hearing – one ear	30%

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iv. Loss of speech	60%
v. Loss of four fingers and thumb of one hand	40%
vi. Loss of four fingers	35%
vii. Loss of thumb – both phalanges	25%
Loss of thumb- one phalanx	10%
viii. Loss of index finger –three phalanges or two phalanges or one phalanx	10%
ix. Loss of middle finger –three phalanges or two phalanges or one phalanx	6%
x. Loss or ring finger – three phalanges or two phalanges or one phalanx	5%
xi. Loss of little finger – three phalanges or two phalanges or one phalanx	4%
xii. Loss of metacarpals – first or second, third, fourth or fifth	3%
xiii. Loss of Sense of smell	10%
xiv. Loss of Sense of taste	5%
xv. Loss of Sight of one eye	50%
xvi Loss of One hand	50%
xvii. Loss of One foot	50%
xviii Any other permanent partial disablement	Percentage as assessed by the panel doctor of the Company

The **Company's** maximum liability however shall not exceed 100% of the **Sum Insured** under this benefit.

If the **Accidental Injury** sustained by the **Insured** causes a subsequent claim by him under Death or Permanent Total Disablement, then this part of the coverage shall not be applicable and the amounts payable under the coverage of Death or Permanent Total Disablement shall be reduced by the amount of any payment made under this coverage.

7.a General Condition (Applicable to Optional Covers 7.1, 7.2 and 7.3):

The cover under optional cover for the specific Insured Person shall terminate in the event of a claim becoming admissible upto 100% of Sum Insured under any of the optional covers.

7.b General Exclusions (Applicable to Optional Covers 7.1, 7.2 and 7.3):

This policy does not provide benefits for any death, disability, expense or loss incurred in result of any Injury attributable directly to the following

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1. intentionally self-inflicted injury, suicide or any attempt thereof, whether sane or insane;
2. Injury or Disease directly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
3. Injury or Disease directly caused by or contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
4. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kings, princes, and people of whatsoever nation condition or quality,
5. The **Insured Person's** participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy with foreign or domestic;
6. loss sustained or contracted in consequence of the Insured being under the influence of alcohol or drugs unless administered on the advice of a physician;
7. any loss of which a contributing cause was the **Insured's** actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
8. any loss sustained whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying otherwise) in any duly licensed standard type of aircraft anywhere in the world;
9. any loss sustained while the **Insured** is participating in contests of speed using a motorized vehicle or bicycle and/or hunting and/or skiing and/or skydiving and/or gliding and/or mountaineering and/or winter sports;
10. Resulting in injury whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs
11. Payment of compensation in respect of death or Permanent Total Disablement arising from or resulting directly from any Illness to any Insured Person.
12. Any Events/incidences that happened before the policy inception would not be covered. All events should fall under the policy duration.
13. While you are participating or training for any sport as a professional
14. **Pregnancy Exclusion Clause** : The Insurance under this **Policy** shall not extend to cover death or disablement resulting directly caused the contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.