

**CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED**

Registered Office: 2<sup>nd</sup> Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001.

Toll free: 1800 208 5544, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550

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IRDA Regn. No.123; PAN AABCC6633K CIN U66030TN2001PLC047977



**CHOLA CRITICARE**  
CHOHLGP21289V012021  
Policy Wordings

# CHOLA CRITICARE

## **POLICY SECTIONS:**

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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 coverage and the Sum Insured that has been opted is indicated in the Policy Schedule/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 Master Policy is issued. Also the term **Insurer/ Us/ Our/ Company** in this document refers to **Cholamandalam MS General Insurance Company Limited**.

Master Policy will be issued in the name of Group Manager/Policy Holder and Individual Certificate may be issued to the beneficiaries.

The Sum Insured will be opted by the Group Manager and will be applicable to the members covered under the policy.

**SECTION 1: PERSONS WHO CAN BE COVERED**

- This Insurance is available to the Group Members aged between 18 months and 65 years (Completed age) at the commencement date of this policy.
- Family of the Group Members are not eligible for coverage under this policy.
- Policy shall be offered for a term of one year for all types of Groups.
- Where policy is issued to Credit Linked customer segment, policy may be issued for a term of more than one year, i.e. 2/3/4/5 years upto the loan period not exceeding the maximum of 5 years.
- The policy can be renewed till the closure of the loan for credit linked customers

**SECTION 2: POLICY COVERAGE**

If at any time during the currency of this Policy, the Insured Person is diagnosed as suffering from a Critical Illness listed and defined 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 specified in the **Policy Certificate** provided that the critical illness is diagnosed after 90 days of commencement of the Policy.

For the purpose of this cover, Covered Critical Illness shall mean any one of the critical illness listed and defined in the Policy.

List of Critical Illness Covered
1. Cancer of Specified Severity
2. Myocardial Infarction (First Heart Attack of specific Severity)
3. Open Chest CABG
4. Open Heart Replacement or Repair of Heart Valves
5. Major Organ /Bone Marrow Transplant
6. Permanent Paralysis Of Limbs
7. Multiple Sclerosis With Persisting Symptoms

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8. Motor Neuron Disease with permanent symptoms
9. Creutzfeldt Jakob Disease
10. Benign Brain Tumor
11. Fulminant Hepatitis
12. Aorta Graft Surgery

**Survival period:**

Survival period of 30/NIL 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 30/NIL days from the date of diagnosis to be eligible for the benefit under the policy. We will not be liable for payment of any claim in the scenario where the insured person expires within the survival period.

**Specific Condition:**

Benefit under this policy is payable in respect of the first incidence of one of the specified illnesses and thereafter the policy terminates immediately and shall not be renewable for the Insured person for whom the claim was paid.

**SECTION 3: 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:

**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.

**Bank** means a banking Company which transacts the business of banking in India

**Commencement Date** means the commencement date of the coverage under this Policy as specified in the Policy Certificate

**Condition Precedent** shall mean a Policy term or condition upon which our liability under the Policy is conditional upon.

**Congenital Anomaly** means a condition(s) 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.

**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.

**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

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is not earlier than the date of diagnostic report based on which the final diagnosis is arrived at by the consultant/Medical Practitioner.

**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.

**Diagnostic Test** means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition.

**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.

**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.

**Enrolment / Proposal Form:** The form in which the details of the insured person are obtained for a Health Insurance Policy. This also includes information obtained over phone or on the internet and stored on any electronic media and forms basis of issuance of the policy

**Financial Institution** shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.

**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.

**Group:** A group should consist of persons who assemble together with a commonality of purpose or engaging in a common economic activity like employees of a company. It includes non employer–employee groups like employee welfare associations, co-operative society's, Group policies being taken by Government bodies for certain identifiable groups, credit/debit card/kisan credit card holders insured through the card issuance company, customers of a particular business, professional associations, borrowers/depositors of a bank, customers of a bank or aggregators, or members of any similar group being administered by a group administration wherein Insurance is being provided as an add-on benefit.

**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;

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- 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

**Loan** means the sum of money lent at interest or otherwise to the Insured by any Bank/Financial Institution as identified by the Loan Account Number referred to in the Policy Schedule/Certificate of Insurance of this Policy. If the Loan amount pertains to Assets, it shall mean to include Assets in India Only.

**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.

**Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

**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 Medical 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.

**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.

**Notification of claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

**Pre-existing Disease(PED) 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.

**Policy** means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the Insured Person, what is excluded from the cover and the terms and conditions on which the policy is issued to the Insured person

**Policy Period/Policy Term** 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

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- b. The date of cancellation of this Policy by either Policyholder or Insured or Insurer in accordance with General Condition (5.20) below.
- c. On claim payment of 100% of sum insured during the lifetime of the Insured

**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.

**Portability** means the right accorded to an individual health insurance policyholders (including all members under family cover), to transfer the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another insurer.

**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.

**Sum Insured** means the amount shown in the Policy Schedule/Certificate which shall be our maximum liability for each Insured Person for any and all benefits claimed for during the Policy Period

**Survival Period** means the period after an Insured event that the Insured person has to survive before a claim becomes valid.

**Waiting period** means a period from the inception of this Policy during which specified diseases/treatments are not covered. On Completion of the period, diseases/treatments shall be covered provided the Policy has been continuously renewed without any break

**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.
- 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

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- vii. Non-invasive papillary cancer of the bladder histologically described as TaNOM0 or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1NOM0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
- ix. All tumors in the presence of HIV infection.

**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. 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

**4. 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.

**5. 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

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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

**6. 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.

**7. MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS**

- I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
  - i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
  - ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- II. Other causes of neurological damage such as SLE and HIV are excluded.

**8. 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.

**9. CREUTZFELDT-JAKOB DISEASE (CJD)**

Creutzfeldt-Jacob disease is an incurable brain infection that causes rapidly progressive deterioration of mental function and movement. A Registered Doctor who is a neurologist must make a definite diagnosis of Creutzfeldt-Jacob disease based on clinical assessment, EEG and imaging. There must be objective neurological abnormalities on exam along with severe progressive dementia.

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

**10. 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**:



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Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

**11. 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.

**12. SURGERY TO AORTA**

The actual undergoing of major surgery to repair or correct aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. Surgery performed using only minimally invasive or intra-arterial techniques are excluded. Angioplasty and all other intra-arterial, catheter based techniques, "keyhole" or laser procedures, traumatic injury of the aorta and congenital narrowing of the aorta are excluded

**SECTION 4: WAITING PERIODS & GENERAL EXCLUSIONS**

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

**2. General Exclusions:**

This Policy does not provide for any loss resulting in whole or in part from, or expenses incurred in respect of:

1. Any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician, or was diagnosed or was contracted before the inception date of the policy with Us.
2. Any illness, sickness or disease other than those specified as Critical Illness under this Policy
3. In the event of the death of the Insured Person within the stipulated survival period;
4. Any Critical Illness based on certification/diagnosis/treatment from persons not registered as Medical Practitioners, or from a Medical Practitioner who is practising outside the discipline that he is licensed for, or any diagnosis or treatment that is not scientifically recognised or Unproven / Experimental Treatment, or is not medically necessary or any kind of self-medication and its complications;
5. Any pre-existing disease/condition or any complication arising there from;
6. Any condition caused by or associated with any sexually transmitted disease, including Genital Warts, Syphilis, Gonorrhoea, Genital Herpes, Chlamydia, Pubic Lice and Trichomoniasis, whether or not arising out of conditions listed under 5 above.
7. loss sustained or contracted in consequence of the Insured Person being under the influence of alcohol, substance, intoxicant, drugs unless administered on the advice of a physician or hallucinogen;
8. Narcotics used by the Insured Person unless taken as prescribed by a registered Medical Practitioner

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9. intentionally self-inflicted injury, suicide or any attempt thereof or acts of self-destruction;
10. any loss caused by or arising from or attributable to a foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), civil war, public defense, rebellion, revolution, insurrection, military or usurped power;
11. any loss caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack;
12. Any external congenital diseases, defects or anomalies.
13. Insured Persons whilst engaging in a speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports in so far as they involve the training for or participation in competitions or professional sports, or involving a naval, military or air force operation;
14. Loss caused by participation of the Insured Person in any flying activity, except as a bona fide, fare-paying passenger of a recognised airline on regular routes and on a schedule timetable
15. loss arising or resulting from the Insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion with criminal intent;

**SECTION 5: GENERAL CONDITIONS**

**I. CONDITIONS PRECEDENT TO THE CONTRACT**

**1. Condition precedent to Admission of Liability:**

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 his/her 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. 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.

**4. Disclosure to information:**

In the event of misrepresentation, mis-description or non-disclosure of any material fact by the Insured person(s)/Policy Holder, the policy shall be void and all premium paid hereon shall be forfeited to the Company and no claim shall be payable under the policy.

**5. Change of Address / Contact details:**

It is in the **Insured Person's/Policy holder's** interest to intimate us if there is any change in contact address and phone numbers.

**6. Moratorium Period:**

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After completion of eight continuous years under this policy no look back would be applied. This period of eight years is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of eight continuous years would be applicable from date of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no claim under this policy shall be contestable except for proven fraud and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sublimits, co-payments as per the policy.

**II. CONDITIONS APPLICABLE DURING THE CONTRACT**

**7. Notice and Communication:**

- i. Any notice ,direction ,instruction or any other communication related to the Policy should be made in writing
- ii. Such communication shall be sent to the address of the Company or through any other electronic modes specified in the Policy Schedule/Certificate
- iii. The Company shall communicate to the Insured Person/Policy Holder at the address or through any other electronic mode mentioned in the schedule/certificate

**8. Transfer:**

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

**9. 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 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.

**10. Fraud:**

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

Any amount already paid against claims which are found fraudulent later under this policy shall be repaid by all person(s) named in the policy schedule/certificate, who shall be jointly and severally liable for such repayment.

For the purpose of this clause, the expression "fraud" means the following acts committed by the Insured person/policy holder or his agent, with intent to deceive the insurer or to induce the insurer to issue an insurance policy:

- a) The suggestion, as a fact of that which is not true and which the Insured Person/Policy holder does not believe to be true

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E: [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com); website: [www.cholainsurance.com](http://www.cholainsurance.com)

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- b) The active concealment of a fact by the Insured person/policy holder having knowledge or belief of the fact
- c) Any other act fitted to deceive
- d) Any such act or omission as the law specially declares to be fraudulent

The company shall not repudiate the policy on ground of fraud, if any insured person/beneficiary/policy holder can prove that the misstatement was true to best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

**11. 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.

**12. 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.

**13. Territorial Limits:**

The Insurer's liability to make any payment towards illness shall be to make payment within India.

**14. Assignment:**

The policy can be assigned subject to applicable laws.

**III. CONDITIONS WHEN A CLAIM ARISES**

**15. i. Claim Notification:**

- a. It shall be a condition precedent for any claim to be made by the **Insured** Person under this policy or for liability attaching to us hereunder that claim intimation is provided to the Insurer within 30 days from the date of diagnosis by telephone through toll free number (**1800-208-5544**) or in writing by email ([customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)) / letter). The intimation should contain the following information:
  - Insured details (Name /Age/Gender)
  - Contact no & E-Mail ID.
  - Certificate Number.
  - Illness contracted
  - Ailment
- b. The insured / claimant shall provide the Insurer with details of the claim to be paid as listed below under claim documentation of the policy within 30 days of completion of the survival period. 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 is was not reasonably possible to do so within such time.

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- c. 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.
- d. 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'.

**15.ii. Claim Documentation:**

Following documents are to be submitted within 30 days from the date of diagnosis for processing of the claim along with the duly filled & signed claim form by the insured / nominee:

- KYC of the nominee / legal heir in case of death claim and KYC of the Insured for other claim under the policy.
- Account details with proof for NEFT of the nominee / legal heir in case of death claim and of the insured for other claims under the policy i.e. cancelled cheque, passbook copy has to be submitted with the below listed claim documents.
  - a. 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.
  - b. 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).
  - c. Detailed discharge summary / Operation theatre notes wherever hospitalization occurred.
  - d. Copy of FIR / MLC in case of road traffic accident injuries resulting in critical illness defined above.
  - e. Proof of identity and residence of the Insured.

**The documents should be sent to:**

"Claims Department,  
Cholamandalam MS General Insurance Company Limited,  
New No.319, Old No.154, Shaw Wallace Building,  
2nd Floor, Thambu Chetty Street, Parry's Corner,  
Chennai – 600001"

**Customer Care Toll Free No: 1800-208-5544**

**15.iii. Claim Settlement:**

- i. We shall settle claims, including its rejection, within thirty days of the receipt of last 'necessary' document.
- ii. However, where the circumstances of a claim warrant an investigation in the opinion of the insurer, 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, Insurer shall settle the claim within 45 days from the date of receipt of last necessary document.
- iii. 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.
- iv. There is no TPA tie –up envisaged for this product. Any arrangement in future will be disclosed in the Policy to the Policy holders
- v. Any claim payable under the policy will be in Indian Rupees Only.

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**15.iv. 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 wherever deemed necessary 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.

**15.v. Authority to Obtain Records:**

The Insured Person must procure and cooperate with us in procuring any medical records and information from the hospital relating to the treatment/diagnosis 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

**IV. CONDITIONS FOR RENEWAL OF THE CONTRACT**

**16. Renewal of Policy:**

- a. We agree to renew your policy except on grounds of moral hazard, misrepresentation, fraud or non-cooperation by the Insured.
- b. This policy can be renewed subject to payment of premium prior to expiry of the policy and not later than 30 days grace period posts the expiry of the policy. We condone the delay and renew the policy with continuity benefits.
- c. The claims if any occurring during the period of break in insurance shall not be payable under the renewed policy
- d. If a claim was paid during the policy period for any one of the covered critical illness, then this policy stands terminated and shall not be subsequently renewed.
- e. Policies issued for Credit Linked Customers can be renewed till the closure of the loan.

**17. Enhancement of Sum Insured:**

Sum Insured can be enhanced only at the time of renewal subject to reported claim status and health condition of the insured. If the Insured Person/Policy holder decides to increase the sum insured at the time of renewal, the Sum Insured revision is subject to written application and our acceptance. 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 applicable waiting periods under the policy.

**18. Product Withdrawal:**

This product may be withdrawn from the market by informing Insurance Regulatory and Development Authority of India giving details of the product and the reasons for withdrawal. We will intimate the Insured person/Policy holder in writing about such withdrawal atleast 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.

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**19. Product Revision:**

Any revision or modification in a policy subject to the approval from Insurance Regulatory and Development Authority of India 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.

**20. 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 person / policy holder by giving 15 days written notice delivered to, or mailed to the Insured persons'/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 Person/policy holder shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation subject to no claim under the 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 Person / Policy holder provided no claim has been made under the policy.

Period on Risk (in Months)	Short period Scale - Rate of Premium to be retained				
	1 Year Policy Term	2 Year Policy Term	3 Year Policy Term	4 Year Policy Term	5 Year Policy Term
1	8%	4%	3%	2%	2%
2	17%	8%	6%	4%	3%
3	25%	13%	8%	6%	5%
4	33%	17%	11%	8%	7%
5	42%	21%	14%	10%	8%
6	50%	25%	17%	13%	10%
7	58%	29%	19%	15%	12%
8	67%	33%	22%	17%	13%
9	75%	38%	25%	19%	15%
10	83%	42%	28%	21%	17%
11	92%	46%	31%	23%	18%
12	100%	50%	33%	25%	20%
13		54%	36%	27%	22%
14		58%	39%	29%	23%
15		63%	42%	31%	25%
16		67%	44%	33%	27%
17		71%	47%	35%	28%
18		75%	50%	38%	30%

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19		79%	53%	40%	32%
20		83%	56%	42%	33%
21		88%	58%	44%	35%
22		92%	61%	46%	37%
23		96%	64%	48%	38%
24		100%	67%	50%	40%
25			69%	52%	42%
26			72%	54%	43%
27			75%	56%	45%
28			78%	58%	47%
29			81%	60%	48%
30			83%	63%	50%
31			86%	65%	52%
32			89%	67%	53%
33			92%	69%	55%
34			94%	71%	57%
35			97%	73%	58%
36			100%	75%	60%
37				77%	62%
38				79%	63%
39				81%	65%
40				83%	67%
41				85%	68%
42				88%	70%
43				90%	72%
44				92%	73%
45				94%	75%
46				96%	77%
47				98%	78%
48				100%	80%
49					82%
50					83%
51					85%
52					87%
53					88%
54					90%



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55					92%
56					93%
57					95%
58					97%
59					98%
60					100%

**21. Migration**

The insured person will have the option to migrate the policy to other Critical Illness 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 Critical Illness 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](http://www.cholainsurance.com)

**22. 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.
- 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.

**23. Automatic Termination**

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

- Upon the demise of the Insured person, in which case the **Company** 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.

**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.

**SECTION 6: GRIEVANCE REDRESSAL MECHANISM**

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

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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.

**Cholamandalam MS General Insurance Company Limited****Customer services**

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

Toll free : 1800 208 5544

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

E-MAIL : [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)WEBSITE : [www.cholainsurance.com](http://www.cholainsurance.com)

If You have not received any reply from us within 3 days from the date of the 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](mailto:complaints@irda.gov.in) for registering the grievance or the nearest Insurance Ombudsman, whose addresses are mentioned below:

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, 2 <sup>nd</sup> floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380014 Tel.: 079-27546150/27546139, Fax: 079-27546142, Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>
Karnataka	Office of the Insurance Ombudsman, Jeevansoudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24 <sup>th</sup> Main Road, JP Nagar, 1 <sup>st</sup> Phase, Bengaluru 560078. Tel.: 080-26652048/26652049, Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, Janakvihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462003. Tel.: 0755-2769201/2769202, Fax.: 0755-2769203, Email.: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>
Odisha	Office of the Insurance Ombudsman, 62, Foresh Partk, Bhubhaneshwar – 750009. Tel.: 0674-2596461/2586455. Fax.: 0674-2596429. Email.: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>
Punjab, Haryana, Himachal Pradesh, Jammu and Kashmir, UT of Chandigarh	Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103, 2 <sup>nd</sup> Floor, Batra Building, Sector 17-D, Chandigarh – 160017. Tel.: 0172-2706196/2706468. Fax.: 0172-2708274, Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>
Tamilnadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 <sup>th</sup> Floor, 453, Anna Salai, Teynampet, Chennai 600 018. Tel. 044 – 24333668/24335284. Fax. 044-24333664, Email.: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110002. Tel. 011-

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	23239633/23237532, Fax.011-23230858, Email.: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, JeevanNivesh, 5 <sup>th</sup> Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205, Fax.: 0361-2732937, Email.: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>
Andhra Pradesh, Telangana and UT of Yanam-a part of the UT of Pondicherry	Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, "Moin court", Lane Opp., Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, Hyderabad – 500004. Tel.: 040-65504123/23312122, Fax.: 040-23376599, Email.: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>
Rajasthan	Office of the Insurance Ombudsman, JeevanNidhi – II Bldg, Gr. Floor, Bhawani Singh Marg, Jaipur – 302005. Tel.: 0141-2740363, Email.: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>
Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2 <sup>nd</sup> Floor, Pulinat Bldg., Opp. Cohin Shipyard, M. G. Road, Ernakulam – 682015, Tel.: 0484-2358759/2359338, Fax.: 0484-2359336, Email.: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	Office of the Insurance Ombudsman, Hindustan Bldg, Annexe, 4 <sup>th</sup> Floor, 4, C.R. Avenue, Kolkata – 700072. Tel. 033-22124339/22124340. Fax. 033-22124341, Email.: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>
Districts of Uttar Pradesh, Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, 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 <sup>th</sup> Floor, Jeevanbhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow – 226001. Tel.: 0522-2231330/2231331. Fax.: 0522-2331310. Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevanseva Annexe, S.V. Road, Santacruz (W), Mumbai – 400054. Tel.: 022-26106552/26106960. Fax: 022-26106052. Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>
State of Uttaranchal and the following districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Baudam, Bulandshehar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur,	Office of the Insurance Ombudsman, Bhagwansahai Palace, 4 <sup>th</sup> floor, Main Road, Naya Bans, Sector 15, Distt: gautambhuddh Nagar, U.P – 201301. Tel.: 0120-2514250/2514251/2514253. Email.: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>

**CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED**

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Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur,	
Bihar, Jharkhand	Office of the Insurance Ombudsman, 1 <sup>st</sup> Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800006, Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Office of the Insurance Ombudsman, JeevanDarshan Bldg, 3 <sup>rd</sup> floor, C.T.S. No.s 195 to198, N.C. Kelkar Road, Narayan Peth, Pune-411030 Tel: 020-32341320, Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>