

**CANCER MEDICAL EXPENSES POLICY - GROUP  
(INDIAN CANCER SOCIETY)  
PROSPECTUS**

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**I. INTRODUCTION**

**WHEREAS**

- A. The person specified in the Schedule is a member of the **Indian Cancer Society** (hereinafter) called “Insured”.
- B. By an Agreement dated 21st May 1985 made between The New India Assurance Company Limited (hereinafter referred to as Company”) and the Indian Cancer Society, it has been agreed between New India and the Indian Cancer Society that members of the Indian Cancer Society would be extended the benefits of the Group Cancer Medical Expenses Policy, on the terms and conditions set out herein.
- C. The Insured by virtue of being a member of the Indian Cancer Society has by a proposal for insurance dated as specified in the schedule applied to Company through Indian Cancer Society for the issue of a Group Cancer Medical Expenses Policy.
- D. The Insured has declared and represented in the proposal form that both the Insured and the spouse mentioned in clause II.2 herein are in good health and the necessary health statement to the said effect has been submitted.
- E. On the basis of the said declarations and representations contained in the proposal form (which are forming part of the contract of insurance) New India has agreed to issue this group policy.
- F. The partners are desirous of recording the terms and conditions of and relating to the said Group Cancer Medical Expenses Policy.
- G. Age for fresh entry of members of Indian Cancer Society is restricted to 70 years. However, those who are already members of the Society can continue to renew their membership beyond 70 years of age and their policies too will be renewed subject to holding such membership beyond 70 years.

This Policy is being issued to record the said terms and conditions mentioned hereinafter.

**II. NATURE OF COVER**

- 1. Subject to the terms, conditions and provisions contained hereinafter, if the Insured during the currency of this Policy or the renewal thereof, suffers from Cancer (as defined) and if this requires diagnostic investigation or treatment by a duly qualified Medical Practitioner or Surgeon, Company shall pay to the Insured

theHospitalization/Medical/Surgical/Diagnostic expenses which are Reasonable and Customary and Medically Necessary incurred but not exceeding the chosen Sum Insured, which is the limit of the Company's liability in respect of any Insured person.

2. Insured for the purposes of this policy shall include the Insured himself/herself and the spouse. It is however agreed and understood by the parties that of any one of the said person first contracts cancer, the benefits of this policy shall be extendable to such persons only and shall therefrom forthwith cease to be applicable to the other person.
3. The other insured is free to take another policy for which continuity benefit will be available.

### III. PREMIUM

1. The premium shall be paid by the Insured to the Indian Cancer Society as a part of their membership fee as stated below. The Cancer Society will remit the premium to Company through a monthly statement to be submitted by the Indian Cancer Society. However, Insured shall stand automatically covered from the date he/she becomes a member of the India Indian Cancer Society, even if the Cancer Society has received the premium but not made over to New India.

Sum Insured	PREMIUM
Rs. 50000	Rs. 200/- (plus Tax)
Rs. 200000	Rs. 800/- (plus Tax)
Rs. 50000	Rs. 100 per child (Plus Tax)
Rs. 50000 (for each child)	Rs. 200 for two children (Plus Tax)

2. At the time of renewal, premium shall be paid to Indian cancer Society before the expiry of the policy but not later than 30 day after expiry of the policy period.
3. However, the policy will be treated as fresh, if the premium is received after lapse of 30 days and CB stands forfeited.

### IV. SCOPE OF COVER

1. The policy is valid for a period of one year from the date the Insured person becomes a member of the Indian Cancer Society and the risk shall commence from that date.
2. No claim, however, shall be payable on any account whatsoever, if the Insured or his spouse contracts cancer within a period of thirty days from the date of inception of the first policy but it is clarified that the said period of thirty days does not apply to renewals.
3. If after the said period of thirty days and thereafter during the currency of the Policy, or subsequential renewals, any of the persons falling within the expression of the

term Insured, contracts Cancer or is suspected of having contracted cancer and makes initial claim under the Policy, the Policy shall be deemed to have been invoked in respect of the said person (and shall lapse as far as the other is concerned) and the liability of New India shall continue to the extent of the amount Insured.

4. It shall be open for the other person to take out a separate Cancer Policy in his/her own right in accordance with the prescribed procedure and Continuity Benefit will be available.
5. Policy can be extended to cover two dependent children as an extension to the existing Group Cancer Medical Expenses Policy subject to attachment of a suitable endorsement. Separate proposal form is to be filled-in for each child. Cumulative Bonus allowed for each child as it is done in case of the original policy. Claim by anyone Insured child will not affect the Company's liability in respect of the other child. Further, policy will not cease to be effective for Insured/spouse if any of the Insured child contract Cancer.
6. **CUMULATIVE BONUS:** Sum Insured under the policy shall be increased by 5% in respect of each completed year during which the policy shall have been in force but amount of such increase shall not exceed 50% of Sum Insured.

The earned Cumulative Bonus will not be lost if the policy is renewed within 30 days of expiry of the policy

## V. CLAIMS

### 1. NOTICE OF CLAIM

A notice of claim shall be served upon Indian Cancer Society / Company within a period of 30 days of the happening of any event which gives rise to a claim under the Policy with full particulars.

### 2. PROOF OF CLAIMS

The claim shall be submitted within period of 30 days from the date of completion of treatment along with all supporting documents to the Indian Cancer Society and same shall be required to be certified by the Indian Cancer Society as a condition precedent to acceptance of liability of the claim by the Company.

### 3. PAYMENT OF CLAIMS

Claims shall be paid by New India in Indian currency to the Insured or to the other person included within the expression of the terms Insured, subject to and in accordance with the limit of liability specified in the Schedule annexed hereto.

### 4. SETTLEMENT/REJECTION OF CLAIM:

- i. Company shall settle or reject a claim, as may be the case, within thirty days of the receipt of the last 'necessary' document.
- ii. Indian Cancer Society / Company shall not call for any additional document. If necessary, based on the claim, additional document or clarification may be called for to take a decision on the claim
- iii. All necessary claim documents pertaining to Hospitalization should be furnished by the Insured Person in original to Indian Cancer Society/Company.

- a. In case of any deficiency in submission of documents, Company shall issue a deficiency request.
- b. In case of non-submission of documents requested in the deficiency request within seven days from the date of receipt of the deficiency request, three reminders shall be sent by Company at an interval of seven days each.
- c. The claim shall stand repudiated if the documents, mandatory for taking the decision of admissibility of the Claim, are not submitted within seven days of the third reminder.

If the required documents are such that it does not affect the admissibility of the claim and is limited to payment of certain expenditure only, the Claim will be paid after reducing such amount from the admissible amount.

- d. This policy is a group policy issued under the arrangement with the Indian Cancer Society. Although the policy is subject to continuity of membership with the said society, the claims arising during the policy period will be honoured, even though the membership is discontinued in between.
- e. Insured can file the claim within 90 days. The claims will be settled within 30 days of receipt of final claim document.

**f. MEDICAL EXPENSES INCURRED UNDER TWO POLICY PERIODS:**

If the claim event falls within two policy periods, the claims shall be paid taking into consideration the available Sum Insured of the expiring Policy only. Sum Insured of the Renewed Policy will not be available for the Hospitalization (including Pre & Post Hospitalizations Expenses), which has commenced in the expiring Policy. Claim shall be settled on per event basis.

## **VI. CONDITIONS, WARRANTIES, EXCLUSIONS**

1. New India shall not be liable for making any payment under the Policy by reason of any Injury or Illness directly or indirectly caused or contributed by nuclear weapons, or by reason of the contact of the Insured person with radiation or radioactivity from any source whatsoever from non-diagnostic or therapeutic source.
2. No claim shall be payable under or in respect of this Policy if any claim or any aspect thereof or if any of the representation on the basis whereof this Policy is issued shall be discovered to be in any manner fraudulent or incorrect or if any fraudulent means or devices are adopted by the Insured persons at any time in making or preferring any claim under or in respect of this Policy.
3. No claim shall be payable under this policy and the policy shall lapse immediately upon the Insured cease to be a member of the Indian Cancer Society for any reason whatsoever, notwithstanding any dispute between the Insured and the Indian Cancer Society.
4. "No claim shall be payable under this policy unless the diagnostic investigation reveals positive existence or presence of Cancer."
5. This policy does not warrant Pre-acceptance medical investigations. However, a declaration from the Registered Medical Practitioner certifying regarding sound health is necessary in the proposal form.

## VII. CANCELLATION

We may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by you by sending fifteen days' notice in writing by Registered A/D to you at the address stated in the Policy. Even if there are several insured persons, notice will be sent to you.

On such cancellation, premium corresponding to the unexpired period of Insurance will be refunded, if no claim has been made or paid under the Policy

You may at any time cancel this Policy and in such event. We shall allow refund of premium, if no claim has been made or paid under the Policy, at Our short period rate table given below:

PERIOD ON RISK	RATE OF PREMIUM TO BE CHARGED (RETAINED)
Up to one month	1/4th of the annual rate
Up to three months	1/2 of the annual rate
Up to six months	3/4th of the annual rate
Exceeding six months	Full annual rate

The insured may at any time cancel the membership of the Indian Cancer Society but however, this policy shall continue to run its expiry and will not be cancelled mid-term. Insured at his/her option may port to any of our available retail products as per Portability Guidelines issued by IRDAI from time to time.

## VIII. FORFEITURE

It is further agreed and declared that if the Company does not admit or disclaim liability for any reason whatsoever within twelve months of the notice of claim or if there is a dispute as to the quantum payable and if the quantum are not referred to the Committee for settlement under clause VIII hereinabove within twelve months thereafter then the claim shall for all purposes be deemed to have been abandoned and the Company shall not be liable under or in respect of the said Policy at all for any reason whatsoever.

## IX. DEFINITIONS

- CANCER:** A malignant tumor characterized by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.
- CANCELLATION:** Cancellation defines the terms on which the policy contract can be terminated either by the insurer or the Insured by giving sufficient notice to other which is not lower than a period of fifteen days.
- CONTRIBUTION:** Contribution is essentially the right of an insurer to call upon other insurers liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.
- CUMULATIVE BONUS:** Cumulative Bonus shall mean any increase or addition in the sum assured granted by the insurer without an associated increase in premium.

5. **INSURED PERSON** means You and each of the others who are covered under this Policy as shown in the Schedule.
6. **MEDICAL PRACTITIONER** Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India.

**Note:** The Medical Practitioner should not be the insured or close family members.

7. **PORTABILITY:** Means the right accorded to an individual health insurance policyholder (including family cover) to transfer the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another or from one plan to another plan of the same insurer.

**X. ARBITRATION:**

If we admit liability for any claim but any difference or dispute arises as to the amount payable for any claim the same shall be decided by reference to Arbitration.

The Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

No reference to Arbitration shall be made unless We have Admitted our liability for a claim in writing.

If a claim is declined and within 12 calendar months from such disclaimer any suit or proceeding is not filed then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- XI. PROTECTION OF POLICY HOLDERS' INTEREST:** This policy is subject to IRDA (Protection of Policyholders' Interest) Regulation, 2017.

- XII. GRIEVANCE REDRESSAL:** In the event of You are having any grievance relating to the insurance or any claim thereunder, You may contact any of the Customer Care Cells at Regional Offices of the Company or Office of the Insurance Ombudsman under the jurisdiction of which the Policy Issuing Office falls. The contact detail of the office of the Insurance Ombudsman is provided in the Annexure II.

- XIII. MULTIPLE POLICIES:** If two or more policies are taken by You during a period from Us or other Insurers to indemnify treatment costs, You shall have the right to require a settlement of Your claim in terms of any of Your policies.

1. In all such cases Insurer who has issued the chosen Policy shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of chosen policy.
2. Policyholder having multiple policies shall also have the right to prefer claims from other Policy/policies for the amounts disallowed under the earlier chosen Policy/Policies, even if the Sum Insured is not exhausted. The Claim shall be settled subject to the terms and conditions of the other Policy/Policies so chosen.
3. If the amount to be claimed exceeds the Sum Insured under a single policy after considering the deductibles or co-pay, Insured shall have the right to choose Insurers from whom You want to claim the balance amount.

4. Where an Insured has policies from more than one insurer to cover the same risk on indemnity basis, the insured shall only be indemnified the Hospitalization costs in accordance with the terms and conditions of the chosen Policy.

**XIV. PROTECTION OF POLICY HOLDERS' INTEREST:** This Policy is subject to Regulations of (Protection of Policyholders' Interest) Regulations, 2017 & IRDAI (Health Insurance) Regulations 2016, as amended from time to time.

**XV. PORTABILITY:** This policy is subject to portability guidelines issued by IRDAI and as amended from time to time.

