

THE NEW INDIA ASSURANCE CO. LTD,
Regd. & Head Office: 87, M.G. Road, Fort, Mumbai – 400 001

ISSUING OFFICE

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

1.0 PREAMBLE

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 3.2 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 Cancer Medical Expenses Policy - Group.

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

2.0 DEFINITIONS

STANDARD DEFINITIONS

- 2.1 ANY ONE ILLNESS** means continuous Period of Illness and it includes relapse within 45 days from the date of last consultation with the Hospital where treatment may have been taken.
- 2.2 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.
- 2.3 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.
- 2.4 CONDITION PRECEDENT:** Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 2.5 CONGENITAL ANOMALY** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
- 2.5.1 CONGENITAL INTERNAL ANOMALY** means a Congenital Anomaly which is not in the visible and accessible parts of the body.
- 2.5.2 CONGENITAL EXTERNAL ANOMALY** means a Congenital Anomaly which is in the visible and accessible parts of the body.
- 2.6 CUMULATIVE BONUS:** Cumulative Bonus shall mean any increase in the Sum Insured granted by the insurer without an associated increase in premium.
- 2.7 DAY CARE TREATMENT:** Day Care treatment refers to medical treatment, and/or Surgery which are:
- Undertaken under General or Local Anesthesia in a Hospital/ Day Care Centre in less than twenty four hours because of technological advancement, and
 - Which would have otherwise required a Hospitalisation of more than twenty four hours.
- Treatment normally taken on an out-patient basis is not included in the scope of this definition.
- 2.8 DEDUCTIBLE:** A deductible is a cost-sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.
- 2.9 DOMICILIARY HOSPITALISATION:** Domiciliary Hospitalisation means medical treatment for an Illness/disease/Injury which in the normal course would require care and treatment at a Hospital but is actually taken while confined at home under any of the following circumstances:

- The condition of the patient is such that he/she is not in a condition to be removed to a Hospital, or
- The patient takes treatment at home on account of non-availability of room in a hospital.

2.10 HOSPITAL: A 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 Establishment (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 at least 10 Inpatient beds, in those towns having a population of less than 10,00,000 and 15 Inpatient beds in all other places;
- has qualified nursing staff under its employment round the clock;
- has qualified Medical Practitioner (s) in charge round the clock;
- has a fully equipped operation theatre of its own where Surgeries are carried out
- maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.

2.11 HOSPITALISATION means admission in a Hospital for a minimum period of twenty four In-patient Care consecutive hours except for specified procedures / treatments i.e. Dialysis, Chemotherapy, Radiotherapy; where such admission could be for a period of less than twenty four consecutive hours.

Note: Procedures/treatments usually done in outpatient department are not payable under the Policy even if converted as an in-patient in the Hospital for more than twenty four consecutive hours.

2.12 DAY CARE CENTRE: A Day Care Centre means any institution established for day care treatment of Illness and/or Injury or a medical setup within a Hospital and which has been registered with the local authorities, wherever applicable, and is under supervision of a registered and qualified Medical Practitioner AND must comply with all minimum criteria as under:

- has qualified nursing staff under its employment;
- has qualified Medical Practitioner/s in charge;
- Has a fully equipped operation theatre of its own where Surgeries are carried out;
- Maintains daily record of patients and will make these accessible to the insurance company's authorized personnel.

2.13 INPATIENT CARE: Inpatient care means treatment for which the insured person has to stay in a Hospital for more than twenty four hours for a covered event.

2.14 MEDICAL EXPENSES: Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Injury on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other Hospitals or Medical Practitioner in the same locality would have charged for the same medical treatment.

2.15 MEDICALLY NECESSARY TREATMENT: Medically Necessary treatment is defined as any

treatment, tests, medication, or stay in Hospital or part of a stay in Hospital which

- is required for the medical management of the Illness or Injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a Medical Practitioner;
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

2.16 MEDICAL PRACTITIONER: A 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 his license.

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

2.17 NOTIFICATION OF CLAIM means the process of intimating a claim to Us or TPA through any of the recognized modes of communication.

2.18 PRE-EXISTING DISEASE (PED) means any condition, ailment, Injury or Illness

- a. That is/are diagnosed by a physician within 48 months prior to the effective date of the Policy issued by Us and 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 or its reinstatement.

2.19 PRE-HOSPITALISATION MEDICAL EXPENSES mean Medical Expenses incurred during 30 days immediately before the Insured Person is Hospitalised, provided that:

- i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
- ii. The Inpatient Hospitalisation claim for such Hospitalisation is admissible by the Insurance Company.

2.20 POST-HOSPITALISATION MEDICAL EXPENSES mean Medical Expenses incurred during 60days immediately after the Insured Person is discharged from the Hospital provided that:

- i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
- ii. The Inpatient Hospitalisation claim for such Hospitalisation is admissible by the Insurance Company.

2.21 PORTABILITY: Portability means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.

2.22 QUALIFIED NURSE: Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

2.23 REASONABLE AND CUSTOMARY EXPENSES mean the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the Illness / Injury involved.

2.24 RENEWAL: Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of renewing within 30 days from the date of expiry of the policy for treating the renewal continuous for the purpose of all waiting periods.

2.25 ROOM RENT: Room Rent means the amount charged by a Hospital for the occupancy of a bed per day (twenty-four hours) basis and shall include associated medical expenses.

2.26 SURGERY: Surgery means manual and/or operative procedure(s) required for treatment of an Illness or Injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a Hospital or Day Care Centre by a Medical Practitioner.

2.27 UNPROVEN/EXPERIMENTAL TREATMENT: Treatment including drug experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.

SPECIFIC DEFINITIONS

2.28 AGE means age of the Insured person on last birthday as on date of commencement of the Policy.

2.29 BREAK IN POLICY means the period of gap that occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.

2.30 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 & conditions on which the Policy is issued to The Insured person.

2.31 POLICY PERIOD means period of one policy year as mentioned in the schedule for which the Policy is issued.

2.32 POLICY SCHEDULE means the Policy Schedule attached to and forming part of Policy.

2.33 POLICY YEAR means a period of twelve months beginning from the date of commencement of the policy period and ending on the last day of such twelve-month period. For the purpose of subsequent years, policy year shall mean a period of twelve months commencing from the end of the previous policy year and lapsing on the last day of such twelve-month period, till the policy period, as mentioned in the schedule.

2.34 SUB-LIMIT means a cost sharing requirement under this policy in which We would not be liable to pay any amount in excess of the pre-defined limit

2.35 SUM INSURED is the maximum amount of coverage opted for each Insured Person and shown in the Schedule.

2.36 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.

2.37 WE/OUR/US/COMPANY means **The New India Assurance Co. Ltd.**

2.38 YOU/YOUR means the person who has taken this Policy and is shown as Insured Person or the first Insured Person (if more than one) in the Schedule.

3.0 BENEFITS COVERED UNDER THE POLICY

3.1 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 the Hospitalization/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.

3.2 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.

3.3 The other insured is free to take another policy for which continuity benefit will be available.

3.4 SCOPE OF COVER

3.4.1 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.

3.4.2 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.

3.4.3 If after the said period of thirty days and thereafter during the currency of the Policy, or subsequent 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.

3.4.4 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.

3.4.5 Policy can be extended to cover two dependent children as an extension to the existing Cancer Medical Expenses Policy - Group 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.

3.4.6 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.

3.4.7 ARTIFICIAL LIFE MAINTENANCE, including life support machine use, where such treatment will not result in recovery or restoration of the previous state of Health under any circumstances unless in a vegetative state as certified by the treating medical practitioner, is covered up to 10% of Sum Insured and for a maximum of 15 days per policy period following admission for a covered illness. (Explanation: Expenses up to the date of confirmation by the treating doctor that the patient is in vegetative state shall be covered as per the terms and conditions of the policy contract).

3.4.8 COVERAGE FOR MODERN TREATMENTS or PROCEDURES: The following procedures will be covered (wherever medically indicated) either as in patient or as part of day care treatment in a hospital up to the limit specified against each procedure during the policy period.

Treatment or Procedure	Limit (Per Policy Period)
Oral chemotherapy.	Up to 10% of Sum Insured
Immunotherapy- Monoclonal Antibody to be given as injection.	Up to 10% of Sum Insured
Robotic surgeries.	Up to 10% of Sum Insured
Stereotactic radio surgeries.	Up to 10% of Sum Insured

4.0 EXCLUSIONS:

STANDARD EXCLUSIONS

The Company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of :-

4.1 PRE-EXISTING DISEASES (Code- Excl01)

a. Expenses related to the treatment of a pre-existing Disease (PED) and its direct

complications shall be excluded until the expiry of 48 months of continuous coverage after the date of inception of the first policy with us.

- b. In case of enhancement of Sum Insured the exclusion shall apply afresh to the extent of Sum Insured increase.
- c. If the Insured Person is continuously covered without any break as defined under the portability norms of the extant IRDAI (Health Insurance) Regulations then waiting period for the same would be reduced to the extent of prior coverage.
- d. Coverage under the policy after the expiry of 48 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by us.

4.2 FIRST THIRTY DAYS WAITING PERIOD (Code- Excl03)

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

4.3 INVESTIGATION & EVALUATION (Code- Excl04)

- a. Expenses related to any admission primarily for diagnostics and evaluation purposes.
- b. Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment

4.4 COSMETIC OR PLASTIC SURGERY (Code- Excl08)

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

SPECIFIC EXCLUSIONS

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

4.6 Bodily Injury or Illness due to willful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted Injury and attempted suicide.

However, Failure to seek or follow medical advice or failure to follow treatment is not excluded. It is covered with a sub-limit of 10% of Sum Insured per policy period.

- 4.7** Nuclear, chemical or biological attack or weapons, contributed to, caused by, resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense. For the purpose of this exclusion:
 - a. Nuclear attack or weapons means the use of any nuclear weapon or device or waste

or combustion of nuclear fuel or the emission, discharge, dispersal, release or escape of fissile/ fusion material emitting a level of radioactivity capable of causing any illness, incapacitating disablement or death.

- b. Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any illness, incapacitating disablement or death.
- c. Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any illness, incapacitating disablement or death.

4.8 War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.

4.9 Treatment taken outside the geographical limits of India

4.10 Naturopathy treatment

4.11 Stem cell implantation/Surgery for other than Cancer treatments

4.12 All other conditions not defined as CANCER in this policy.

5.0 GENERAL TERMS AND CLAUSES

STANDARD GENERAL TERMS AND CLAUSES

5.1 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.

Senior Citizens may write to seniorcitizencare.ho@newindia.co.in

5.2 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.

5.3 **PORTABILITY AND MIGRATION:**

Migration:

You 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 at-least 30 days before the policy renewal date as per IRDAI guidelines on Migration. If You are presently covered and has been continuously covered without any lapses under any Health Insurance product/plan offered by the Company, then You will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on Migration. For detailed guidelines on Migration. Kindly refer the link https://www.irdai.gov.in/ADMINCMS/cms/frmGeneral_NoYearList.aspx?DF=RL&mid=4.2

Portability:

You will have the option to port the policy to other Insurers by applying to such Insurer to port the entire policy along with all the members of the family, if any, at-least 45 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to portability. If such person is presently covered and has been continuously covered without any lapses under any Health Insurance policy with an India General/Health Insurer, the proposed Insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on portability. For detailed guidelines on Portability. Kindly refer the link https://www.irdai.gov.in/ADMINCMS/cms/frmGeneral_NoYearList.aspx?DF=RL&mid=4.2

5.4 **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.

SPECIFIC GENERAL TERMS AND CLAUSES

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 CONDITIONS, WARRANTIES, EXCLUSIONS

- 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.
- 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.
- 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.
- “No claim shall be payable under this policy unless the diagnostic investigation reveals positive existence or presence of Cancer.”
- 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.

5.11 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 5.13 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.

5.12 PROTECTION OF POLICY HOLDERS' INTEREST: This policy is subject to IRDAI (Protection of Policyholders' Interest) Regulation, 2017.

5.13 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.

5.14 PREMIUM

- The premium shall be paid by the Insured to the Indian Cancer Society as a part of their membership fee. 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.
- 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.
- However, the policy will be treated as fresh, if the premium is received after lapse of 30 days and CB stands forfeited.

5.15 The expenses that are not covered in this policy are placed under List-I of Annexure-I. The list of expenses that are to be subsumed into room charges, or procedure charges or costs of treatment are placed under List-II, List-III and List-IV of Annexure-I respectively.



ANNEXURE I:**List I – Items for which coverage is not available in the policy**

S No	Item
1	BABY FOOD
2	BABY UTILITIES CHARGES
3	BEAUTY SERVICES
4	BELTS/ BRACES
5	BUDS
6	COLD PACK/HOT PACK
7	CARRY BAGS
8	EMAIL / INTERNET CHARGES
9	FOOD CHARGES (OTHER THAN PATIENT'S DIET PROVIDED BY HOSPITAL)
10	LEGGINGS
11	LAUNDRY CHARGES
12	MINERAL WATER
13	SANITARY PAD
14	TELEPHONE CHARGES
15	GUEST SERVICES
16	CREPE BANDAGE
17	DIAPER OF ANY TYPE
18	EYELET COLLAR
19	SLINGS
20	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES
21	SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED
22	Television Charges
23	SURCHARGES
24	ATTENDANT CHARGES
25	EXTRA DIET OF PATIENT (OTHER THAN THAT WHICH FORMS PART OF BED CHARGE)
26	BIRTH CERTIFICATE
27	CERTIFICATE CHARGES
28	COURIER CHARGES
29	CONVEYANCE CHARGES
30	MEDICAL CERTIFICATE
31	MEDICAL RECORDS
32	PHOTOCOPIES CHARGES
33	MORTUARY CHARGES
34	WALKING AIDS CHARGES
35	OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL)
36	SPACER
37	SPIROMETRE
38	NEBULIZER KIT
39	STEAM INHALER
40	ARMSLING
41	THERMOMETER
42	CERVICAL COLLAR
43	SPLINT
44	DIABETIC FOOT WEAR
45	KNEE BRACES (LONG/ SHORT/ HINGED)
46	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER
47	LUMBO SACRAL BELT
48	NIMBUS BED OR WATER OR AIR BED CHARGES
49	AMBULANCE COLLAR
50	AMBULANCE EQUIPMENT
51	ABDOMINAL BINDER

52	PRIVATE NURSES CHARGES- SPECIAL NURSING CHARGES
53	SUGAR FREE Tablets
54	CREAMS POWDERS LOTIONS (Toiletries are not payable, only prescribed medical pharmaceuticals payable)
55	ECG ELECTRODES
56	GLOVES
57	NEBULISATION KIT
58	ANY KIT WITH NO DETAILS MENTIONED [DELIVERY KIT, ORTHOKIT, RECOVERY KIT, ETC]
59	KIDNEY TRAY
60	MASK
61	OUNCE GLASS
62	OXYGEN MASK
63	PELVIC TRACTION BELT
64	PAN CAN
65	TROLLY COVER
66	UROMETER, URINE JUG
67	AMBULANCE
68	VASOFIX SAFETY

List II – Items that are to be subsumed into Room Charges

S No	Item
1	BABY CHARGES (UNLESS SPECIFIED/INDICATED)
2	HAND WASH
3	SHOE COVER
4	CAPS
5	CRADLE CHARGES
6	COMB
7	EAU-DE-COLOGNE / ROOM FRESHNERS
8	FOOT COVER
9	GOWN
10	SLIPPERS
11	TISSUE PAPER
12	TOOTH PASTE
13	TOOTH BRUSH
14	BED PAN
15	FACE MASK
16	FLEXI MASK
17	HAND HOLDER
18	SPUTUM CUP
19	DISINFECTANT LOTIONS
20	LUXURY TAX
21	HVAC
22	HOUSE KEEPING CHARGES
23	AIR CONDITIONER CHARGES
24	IM IV INJECTION CHARGES
25	CLEAN SHEET
26	BLANKET/WARMER BLANKET
27	ADMISSION KIT
28	DIABETIC CHART CHARGES
29	DOCUMENTATION CHARGES / ADMINISTRATIVE EXPENSES
30	DISCHARGE PROCEDURE CHARGES
31	DAILY CHART CHARGES
32	ENTRANCE PASS / VISITORS PASS CHARGES
33	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE
34	FILE OPENING CHARGES

35	INCIDENTAL EXPENSES / MISC. CHARGES (NOT EXPLAINED)
36	PATIENT IDENTIFICATION BAND / NAME TAG
37	PULSEOXYMETER CHARGES

List III – Items that are to be subsumed into Procedure Charges

S No	Item
1	HAIR REMOVAL CREAM
2	DISPOSABLES RAZORS CHARGES (for site preparations)
3	EYE PAD
4	EYE SHEILD
5	CAMERA COVER
6	DVD, CD CHARGES
7	GAUSE SOFT
8	GAUZE
9	WARD AND THEATRE BOOKING CHARGES
10	ARTHROSCOPY AND ENDOSCOPY INSTRUMENTS
11	MICROSCOPE COVER
12	SURGICAL BLADES, HARMONICSCALPEL,SHAVER
13	SURGICAL DRILL
14	EYE KIT
15	EYE DRAPE
16	X-RAY FILM
17	BOYLES APPARATUS CHARGES
18	COTTON
19	COTTON BANDAGE
20	SURGICAL TAPE
21	APRON
22	TORNIQUET
23	ORTHOBUNDLE, GYNAEC BUNDLE

List IV – Items that are to be subsumed into costs of treatment

S No	Item
1	ADMISSION/REGISTRATION CHARGES
2	HOSPITALISATION FOR EVALUATION/ DIAGNOSTIC PURPOSE
3	URINE CONTAINER
4	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES
5	BIPAP MACHINE
6	CPAP/ CAPD EQUIPMENTS
7	INFUSION PUMP– COST
8	HYDROGEN PEROXIDE\SPIRIT\ DISINFECTANTS ETC
9	NUTRITION PLANNING CHARGES - DIETICIAN CHARGES- DIET CHARGES
10	HIV KIT
11	ANTISEPTIC MOUTHWASH
12	LOZENGES
13	MOUTH PAINT
14	VACCINATION CHARGES
15	ALCOHOL SWABES
16	SCRUB SOLUTION/STERILLIUM
17	Glucometer& Strips
18	URINE BAG

ANNEXURE II: CONTACT DETAILS OF INSURANCE OMBUDSMEN

<p>AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in</p>	<p>BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in</p>
<p>BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in</p>	<p>CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in</p>
<p>CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in</p>	<p>DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in</p>
<p>GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in</p>	<p>HYDERABAD - Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in</p>
<p>ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in</p>	<p>KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in</p>
<p>LUCKNOW - Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p>	<p>MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in</p>
<p>JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@ecoi.co.in</p>	<p>PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in</p>
<p>BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in</p>	<p>NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in</p>
<p>PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	