



## **THE NEW INDIA ASSURANCE COMPANY LTD**

Regd. & Head Office : New India Assurance Bldg.,  
87, Mahatma Gandhi Road, Fort, BOMBAY-400 001.

### **CANCER MEDICAL EXPENSES INSURANCE POLICY (INDIVIDUALS)**

<b>1.</b>	<b>INTRODUCTION :</b>
	<p>WHEREAS THE insured designated in the Schedule hereto has by a Proposal and declaration dated as stated in the Schedule which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to the New India Assurance Company Limited (hereinafter called the Company). For the Insurance hereinafter set forth in respect of insured and eligible family members (in case insurance is taken for them) named in the schedule hereto (hereinafter called the insured person) and has paid premium as consideration for such insurance.</p>
<b>1.1</b>	<p>Now This Policy Witnesseth that subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon, the Company undertakes that if during the period stated in the schedule or during the continuance of this policy by renewal any insured person shall suffer from Cancer (as defined hereinafter) and if this requires diagnostic investigation or treatment by a duly qualified medical practitioner/surgeon then Company shall pay to the insured the medical / surgical / hospitalisation / diagnostic expenses as would fall under different heads mentioned below, and are actually necessarily incurred by the insured person and not exceeding the sum Insured indicated in the schedule which is the limit of the Company's liability in respect of any insured person.</p> <p>A) Room, Boarding Expenses as provided by the hospital/nursing home which includes Registration &amp; Admission Fees.</p> <p>B) Nursing Expenses.</p> <p>C) Surgeon, Anaesthetist, Medical Practitioner, Consultants,</p>

	<p><b>Specialists Fees</b></p> <p>D) Anaesthesia, Blood, Oxygen, Operation Theater Charges, Surgical Appliances, Medicines &amp; Drugs, Diagnostic Materials and X-ray, Chemotherapy, Radiotherapy, Cost of Artificial Limbs &amp; Cost of Organs and similar expenses.</p> <p>E) Reasonable expenses incurred for ambulance within city limits at the time of admission and discharge only.</p> <p>F) Expenses mentioned under 'A' to 'D' above shall also be covered if treatment is taken in Out Patient Department of a reputed cancer Hospital/Oncologist.</p> <p>This policy will cover Ayurvedic / allopathic / homeopathic mode of treatment provided treatment is given by duly qualified medical practitioner. However the diagnostic investigations has to be done in a hospital / pathological laboratories to confirm that the insured person has suffered from cancer.</p> <p><b>(N.B.</b> The Company's liability in respect of all claims admitted during the policy period shall not exceed the Sum Insured per person per annum to be reckoned from the date of inception of the risk as mentioned in the schedule. The sum insured under a particular policy period shall not be carried forward. The unutilised limit shall lapse with each renewal).</p>
<b>2.0</b>	<b>DEFINITIONS :</b>
<b>2.1</b>	<p>'HOSPITAL/NURSING HOME' means any institution in India established for indoor care and treatment of sickness and injuries and which</p> <p>Either</p>
(a)	has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner.
OR	
(b)	<p>should comply with minimum criteria as under :-</p> <p>i) Fully equipped operation theater of its own. wherever surgical operations are carried out</p>

	<p>ii) Fully qualified Nursing Staff under its employment round the clock.</p> <p>iii) fully qualified Doctor(s) should be in-charge round the clock.</p>
<b>2.1.1</b>	The term `Hospital/Nursing Home' shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts or place of alcoholics, a hotel or a similar place.
<b>2.2</b>	“Surgical Operation” means manual and/or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.
<b>2.3</b>	<b>MEDICAL PRACTITIONER</b> means a person who holds a degree/diploma of recognised institution and is registered by Medical Council of respective State of India. The term Medical Practitioner would include Physician, Specialist and Surgeon.
<b>2.4</b>	<p><b>DEFINITION OF ‘CANCER’:-</b></p> <p>CANCER means Malignant Neoplasm as described hereunder</p> <p>Malignant neoplasm of Buccal cavity and pharynx</p> <p>Malignant Neoplasm of Digestive organs and peritoneum</p> <p>Malignant Neoplasm of respiratory System</p> <p>Malignant Neoplasm of bone, connective tissue, skin and breast</p> <p>Malignant Neoplasm of genito-urinary organs</p> <p>Malignant Neoplasm of other and unspecified sites</p> <p>Neoplasms of lymphatic and haematopoietic tissue, cancer in situ.</p>
<b>2.5</b>	<p><b>PERIOD OF INSURANCE :</b></p> <p>The Period of insurance means the period commencing from the inception date till one year or five years, as the case may be.</p>
<b>2.6</b>	<b>POLICY PERIOD :</b>

	Policy period is defined as the period of 12 months each commencing from the date of inception from which the risk is assumed.
<b>2.7</b>	<b>INDEMNITY LIMITS :</b> The limit of indemnity will be restricted to the Sum Insured selected by the Insured Person as mentioned in the Schedule and will apply to each policy period during the period of insurance separately.
<b>3</b>	<b>Pre-Condition for this Insurance :-</b>
	The Insured persons have declared by separate proposal form that they are in good health and are not suffering from Cancer. On the basis of this declaration and medical certification this policy has been issued.
<b>4.</b>	<b>Exclusions:-</b>
	The Company shall not be liable to make any payment under this policy in respect of any expenses incurred by any insured person in connection with or in respect of :
<b>4.1</b>	Treatment of Cancer within 3 months from the inception of the policy. This period of 3 months will not apply to renewals.
<b>4.2</b>	Any payment under the Policy by reason of any injury, disease 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 .
<b>4.3</b>	Injury or Disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, Warlike operations (whether war be declared or not)
<b>4.4</b>	Any claim if such claim be in any manner fraudulent or supported by any fraudulent means or device whether by the Insured Person or by any other person acting on his behalf.
<b>4.5</b>	Any claim unless the diagnostic investigations reveals positive existence or presence of Cancer.
<b>4.6</b>	All expenses arising out of any condition directly or indirectly

	caused to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB-III) or lymphadenopathy Associated Virus (LAV) OR the mutants derivative or variation deficiency syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS.
<b>4.7</b>	Expenses on vitamins and tonics unless forming part of treatment for cancer certified by the attending physician.
<b>4.8</b>	Naturopathy Treatment
<b>5.</b>	<b>CONDITIONS :-</b>
<b>5.1</b>	Every notice or communciation to be given or made under this Policy shall be delivered in writing to the Policy issuing office.
<b>5.2</b>	Notice of full claim shall be served on the Company within the period of 30 days, upon happening of any event which may lead to Claim under this policy.
<b>5.3</b>	The Insured Person shall obtain and furnish the Company with all original bills, receipts and other documents upon which a claim is based and shall also give the Company such additional information and assistance as the Company may require in dealing with the claim.
<b>5.4</b>	The benefits under this policy shall be in excess of the benefits available under any other health insurance policy. Claims for reimbursement of Medical expenses may be submitted by the insured to NIAC on quarterly basis and shall be settled accordingly as per terms/conditions of the Policy.
<b>5.5</b>	If any difference shall arise as to be quantum to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the provisions of the Indian Arbitration Act, 1940 as amended from time to time and for the time being in force. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

5.6	If the Company shall disclaim liability to the Insured for any claim hereunder and if the Insured shall not within 12 calendar months from the date of receipt of the notice of such disclaimer notify the Company in writing that he does not accept such disclaimer and intends to recover his claim from the Company then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.												
5.7	All medical/surgical treatments under this policy, shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.												
5.8	The Company may at any time cancel this Policy by sending the Insured 30 days notice by registered letter at the Insured's last known address and in such event the Company shall refund to the Insured a pro-rata premium for unexpired Period of Insurance. The Company shall however, remain liable for any claim which arose prior to the date of cancellation. The Insured may at any time cancel this Policy and in such event the Company shall allow refund of premium at Company's short period rate only (table given herebelow) provided no claim has occurred upto the date of cancellation.												
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5.9	In case of the death of the Insured /Insured Person the Policy shall be continued in respect of other persons till the date of expiry. No refund shall be allowed for this purpose .												