

Cancer Insurance Policy

1. Introduction

Whereas

- 1.1. The Insured specified in the Schedule has declared and represented in the proposal form that the Insured is in good health and the health statement to the said effect in the format specified by Raheja QBE has been submitted along with the proposal form.
- 1.2. On the basis of the said declarations and representations contained in the proposal form (which are to form part of the contract of insurance) Raheja QBE has agreed to issue this Policy.

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

2. Nature of Cover

- 2.1. Subject to the terms, conditions and exclusions contained hereinafter, if the Insured during the Period of Insurance specified in the Schedule, is diagnosed with Cancer and if this requires diagnostic investigation or treatment by a duly qualified medical practitioner or surgeon, Raheja QBE shall pay to the Insured:
 - 2.1.1. the lesser of 50% of the Sum Insured specified in the Schedule and Rs. 250,000.00 as a lump sum benefit amount on the acceptance of a claim under the Policy; and
 - 2.1.2. Reasonable and necessary medical expenses actually incurred by the Insured in the diagnostic investigation or medical treatment of Cancer, in excess of 75% of the benefit amount paid in accordance with Clause 2.1.1, as indemnities.
- 2.2. The total liability of Raheja QBE under this Policy for any and all claims made in respect of the Insured is restricted to the Sum Insured mentioned in the Schedule.
- 2.3. Reimbursement of medical expenses will be based on submission of original bills only, unless the Insured has already submitted a claim and the original bills under any insurance policy with any other Indian insurance company in which case Raheja QBE will accept certified true copies of the bills from the Insured provided that written documentation from the Indian insurance company is provided confirming its quantum of liability under its insurance policy issued to the Insured for that claim and that it has received the original bills from the Insured.
- 2.4. If an Insured is diagnosed as suffering from Cancer and reports the claim during the Period of Insurance, he/she can continue to receive benefits under the Policy up to the Sum Insured limit even after the expiry of the Policy for up to 5 yrs from the inception of the Policy.
- 2.5. The Insured for the purposes of this Policy shall mean the Insured specified in the Schedule only.

3. Renewal

- 3.1. This Policy is ordinarily renewable unless the Insured or anyone acting on behalf of an Insured has acted in an improper, dishonest or fraudulent manner or there has been any misrepresentation under or in relation to this Policy or the renewal of the Policy poses a moral hazard.
- 3.2. The renewal premium under the Policy is payable by the due date specified in the Schedule or at the altered rate notified by Raheja QBE 15 days before the due date. Raheja QBE will allow a grace period of 30 days from the due date of the renewal premium for payment of the premium due to Raheja QBE. If the Policy is not renewed within the grace period, then Raheja QBE may agree to issue a fresh policy subject to Raheja QBE's underwriting criteria and, in such cases, no continuing benefits shall be available from the expired Policy.

4. Scope of Cover

- 4.1. The Policy is valid for a period of one year from the date of commencement specified in the Schedule unless the Policy is renewed for subsequent periods of one year in accordance with the terms of Clause 3.
- 4.2. No claim, however, shall be payable on any account whatsoever, if the Insured is diagnosed with Cancer within a period of thirty days from the commencement of the initial Period of Insurance specified in the Schedule, provided that this period of thirty days does not apply to renewals of the Policy.
- 4.3. If after the said period of thirty days and thereafter during the currency of the Policy, or subsequent renewals, if the Insured, contracts cancer or is suspected of having contracted cancer and makes an initial claim under the Policy, the Policy shall be deemed to have been invoked and the liability of Raheja QBE shall continue to the extent of the Sum Insured
- 4.4. CUMULATIVE BONUS: If no claims have been made for a Period of Insurance and the Policy is subsequently renewed in accordance with the terms of the Policy, Raheja QBE will increase the Sum Insured by 5% for the immediately following Period of Insurance provided that the cumulative bonus over all Periods of Insurance shall not exceed 25%
- 4.5. The earned Cumulative Bonus will not be lost if the policy is renewed within the 30 day grace period specified in Clause 3.
- 4.6. The premium rates charged are subject to review every 5 years.

5. Claims

- 5.1. Notice of Claims: A notice of claim shall be served upon Raheja QBE within a period of 30 days of the happening of any event which gives rise to a claim under the Policy with full particulars.

5.2. Proof of Claims: The claim shall be substantiated in full with all supporting documents including but not limited to the following as a condition precedent to the consideration of the claim by Raheja QBE:

5.2.1. Raheja QBE's claim form which shall be duly completed;

5.2.2. All original diagnostic, investigative and treatment reports;

5.2.3. All original of bills and receipts of tests carried out and treatment taken;

In respect of Clauses 5.2.2 and 5.2.3 above, if the Insured has already submitted a claim and the original reports, bills or receipts under any insurance policy with any other Indian insurance company in which case Raheja QBE will accept certified true copies of the reports, bills and receipts from the Insured provided that written documentation from the Indian insurance company is provided confirming its quantum of liability under its insurance policy issued to the Insured for that claim and that it has received the original reports, bills and receipts from the Insured.

5.2.4. All original/certified copies of prescriptions of doctors

5.2.5. Hospital case records and Discharge Ticket, if treatment taken there.

5.2.6. any other information or documentation sought by Raheja QBE.

5.3. The claim and the requisite information, particulars and documents in respect of and pertaining to a claim shall be submitted within 15 days of notification of the claim.

5.4. Payment of Claims: Claims shall be paid by Raheja QBE in Indian currency to the Insured or his/her legal heir in respect of whom the claim has been made for claims pertaining to diagnosis, investigation and medical/surgical treatment for Cancer taken entirely within India only

5.5. Claim for reimbursement of medical expenses incurred may be submitted by the Insured to Raheja QBE on a quarterly basis along with the information and documentation specified in Clause 5.2 above.

6. Conditions, Warranties, Exclusions

6.1. Raheja QBE shall not be liable for making 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 with radiation or radioactivity from any source whatsoever from non diagnostic or therapeutic source.

6.2. Raheja QBE shall not be liable for making any payment under the Policy for any cancer or cancer related condition(s) for which the Insured had signs or symptoms and was diagnosed and received medical advice/treatment, within 48 months prior to his/her first policy with Raheja QBE.

6.3. All Insureds above the age of 50 years to whom cover under this insurance is extended by Raheja QBE after medical examination and confirmation of no pre-existing cancer in the

proposal form and are later on detected with cancer in advanced stages will not be denied cover on the basis of the disease being a pre-existing one.

- 6.4. No claim shall be payable under or in respect of this Policy if any claim or any aspect thereof or if any of the representations 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 person or anyone acting on his/her behalf at any time in making or preferring any claim under or in respect of this Policy.
- 6.5. This Policy will not be renewed for an Insured once a claim in is admitted under this Policy.
- 6.6. No claim shall be payable under this Policy unless the diagnostic investigation reveals positive existence or presence of Cancer.
- 6.7. Cancellation: Raheja QBE may cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation by any Insured or anyone acting for or on behalf of an Insured by sending 30 days notice in writing to the Insured at the last known address and refunding premium pro-rata for the unexpired term of the Policy. The Insured may cancel the Policy at any time, by giving written notice to Raheja QBE. Provided that no claim has arisen under the Policy prior to the receipt of such notice by Raheja QBE, the Insured would be entitled to a return of premium at Raheja QBE's short period scales as mentioned in the table below, for the period the Policy had been in force.

For a period not exceeding	15 days	Full Annual Premium
-do-	1 month	85% of the Annual Premium
-do-	2 months	80% of the Annual Premium
-do-	3 months	75% of the Annual Premium ⁴⁰
-do-	4 months	70% of the Annual Premium
-do-	5 months	60% of the Annual Premium
-do-	6 months	50% of the Annual Premium
-do-	7 months	40% of the Annual Premium
-do-	8 months	30% of the Annual Premium
-do-	9 months	15% of the Annual Premium
For a period exceeding	9 months	10% of the Annual Premium specified in the Schedule (Annual Premium)

7. Disputes Settlement

7.1. If any difference shall arise as to the claim or quantum thereof, such difference shall be referred to the Grievance Committee constituted by Raheja QBE comprising of the Chief Underwriting Officer, Head of Claims and Compliance Officer of Raheja QBE, for settling disputes.

7.2. Grievance Redressal

In case the Insured is aggrieved in any way, he/she may contact Raheja QBE at the specified address, during normal business hours for the following grievances:

Any partial or total repudiation of claims by Raheja QBE.

Any dispute regard to premium paid or payable in terms of the Policy.

Any dispute on the legal construction of the policies in so far as such disputes relate to claims.

Delay in settlement of claims.

Non-issue of any insurance document to customer after receipt of the premium.

Raheja QBE will take all steps to settle the Insured's claim in accordance with policy terms and conditions. However, since the Policy does not cover all eventualities, there may be disagreement on settlement of the claim.

For resolution disputes Raheja QBE has an elaborate Grievance Redressal mechanism.

At your request, the claim/grievance will be considered by the Grievance Committee of Raheja QBE. If the Insured is not satisfied with the decision of the Grievance Committee he/she is entitled to refer his/her case to the Insurance Ombudsman as enlisted in "Annexure A "

8. Other Insurance

8.1. If at the time when any claim for reimbursement of medical expenses arises in accordance with Clause 2.1.2 of this Policy, there is in existence any other Policy where the Insured is covered and the claim is totally or partially covered under the same, Raheja QBE shall pay only the rateable proportion of the claim

9. Definition of Cancer

9.1. CANCER means a disease manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. CANCER also includes leukemia and malignant diseases of the lymphatic system such as Hodgkin's disease.

Cancer does not include Kaposi's Sarcoma or any other malignant tumor in the presence of any Human Immuno-deficiency virus;

9.2. POLICY means these terms and conditions, the Proposal Form, the Schedule and any endorsements issued by Raheja QBE.

9.3. REASONABLE AND NECESSARY MEDICAL 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 among comparable providers, taking into account the nature of the illness involved.

Annexure A - List of Insurance Ombudsmen

Office of the Ombudsman	Name of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri P. Ramamoorthy	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840; Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL		Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.:- 0755-2569201, Fax : 0755-2769203 Emailbimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri B. P. Parija	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455; Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa
CHANDIGARH		Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468; Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Shri V. Ramasaamy	Shri V. Ramasaamy, Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet,	Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)

		CHENNAI-600 018. Tel.:- 044-24333668 /5284, Fax : 044-24333664 Email insombud@md4.vsnl.net.in	
NEW DELHI	Shri Surendra Pal Singh	Shri Surendra Pal Singh Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633, Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Shri D. C. Choudhury	Shri D.C. Choudhury, Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5, Fax : 0361-2732937 Email - ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri K. Chandrahas	Shri K Chandrahas Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123, Fax: 040-23376599 Email - insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
KOCHI	Shri R. Jyothindranathan	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759, Fax : 0484-2359336 Email- iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Ms. Manika Datta	Ms. Manika Datta; Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4th Floor, KOLKATA-700 001. Tel : 033-22134866, Fax : 033-22134868 Email iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim

LUCKNOW	Shri G. B. Pande	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331, Fax : 0522-2231310 Emailinsombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Shri S. Viswanathan	Shri S Viswanathan Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928, Fax : 022-26106052 Emailombudsmanmumbai@gmail.com	Maharashtra , Goa