

# Royal Sundaram Alliance Insurance Company Limited

Corp. Office: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office: 21, Patullos Road, Chennai - 600 002.

# **MEDICASH PLAN**

#### IMPORTANT NOTES ABOUT THIS INSURANCE

- Please read and check the details of this Policy carefully to ensure its accuracy and see that it meets Your requirements.
- Please inform Us immediately of any change in Your address, occupation, state of health, or of any other changes affecting any Insured Person.
- The Policy is an evidence of the contract between You and Royal Sundaram Alliance Insurance Company Limited.
- The information given to Us in the Proposal form and Declaration signed by You/Proposer and/or over telephone to our teleagent by You/Proposer, forms the basis of this Contract.
- The Policy, Schedule and any Endorsement thereon shall be considered as one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.
- Provided that You pay the premium for all the persons intended to be Insured under this Policy and We receive and accept it, We will provide the insurance described in the Policy.
- Insurance under this Policy is given subject to the Endorsements if any, exclusions, terms and conditions shown below and failure in compliance may result in the claim being denied.

## A. PERSONS WHO CAN BE INSURED

This insurance is available to persons between the age group of 1 year to 70 years, who bears any legal relationship with the Proposer at the Commencement Date of the Policy.

# **B. DEFINITIONS & INTERPRETATIONS**

In this Policy the singular will be deemed to include the plural, the male gender includes the female where the context permits, and the following words or phrases shall have the meanings attributed to them wherever they appear in this Policy.

# Accident/Accidental

An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

Alternative treatments are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.

# Company/We/Our/Insurer/Us

Royal Sundaram Alliance Insurance Company Limited.

# Commencement Date

Commencement date of this Policy shall be the inception date of first Medicash Insurance policy for that Insured Person, insured with Us, without any break in period of cover.

## **Condition Precedent**

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

## Congenital Anomaly

Congenital Anomaly refers to a condition(s) which is present since birth, and 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.

# **Emergency Care**

Emergency Care means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.

#### Endorsement

Endorsement means written evidence of change to Your Policy including but not limited to increase or decrease in the period, extent and nature of the cover agreed by Us in writing.

#### **Grace Period**

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 pre existing diseases. Coverage is not available for the period for which no premium is received.

#### Hospitalisation

Hospitalisation means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.

#### Hospital

Hospital means any institution established for in-patient 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:

- has qualified nursing staff under its employment round the clock;
- 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:
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

## Illness

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

- a. Acute condition Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
- b. Chronic condition A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
  - it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and/or tests.
  - it needs ongoing or long-term control or relief of symptoms.
  - it requires your rehabilitation or for you to be specially trained to cope with it.
  - · it continues indefinitely.
  - it comes back or is likely to come back.

# Injury

Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

# In-Patient care

In-Patient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

AHC/13-14/005 IRDA/NL-HLT/RSAI/P-H/V.I/58/13-14

## Insured/You/Your/Insured Person

Anybody shown on the Schedule as Insured in this Policy.

#### **Medical Practitioner**

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 licence. The registered practitioner should not be the insured or close family members.

#### Medically Necessary

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

#### **OPD** Treatment

OPD treatment is one in which the Insured visits a clinic/hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.

#### Period of Insurance

Period of Insurance means the period shown in the schedule, for which You have paid and We have received and accepted Your premium.

#### **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.

# **Pre Existing Condition**

Pre Existing Condition means any condition, ailment or injury or related condition(s) for which you had signs or symptoms and/or were diagnosed and/or received medical advice/treatment, within 48 months prior to your first Policy issued by the Insurer.

## Proposei

Insured or the person who signs the Proposal form on behalf of the Insured.

## **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

## Renewal

Renewal defines 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 all waiting periods.

# 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.

## Unproven/Experimental treatment

Treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

## C. BENEFITS

In the event of the Insured Person being hospitalised for a period of more than 24hrs a daily Cash benefit as shown in the Schedule of the Certificate, will be paid subject to a maximum period of 180 days per illness/accident.

## D. EXCLUSIONS

The Company shall not be liable under this Policy for any claim in connection with or in respect of:

- a) Pre Existing Disease and any disease, illness, medical condition, injury, which is a complication of a Pre Existing Disease.
  - any heart, kidney and circulatory disorders in respect of Insured Persons suffering from Pre-Existing Hypertension/ Diabetes.

These diseases shall however be covered after 5 years of consecutive insurance with Us.

- 30 Days Waiting Period: Any disease contracted by the Insured Person during the first 30 days from the Commencement Date of the Policy.
- 3. During the first year of the operation of the Policy the expenses on treatment of Cataract, Benign Prostatic Hypertrophy, Hysterectomy for Menorrhagia or Fibromyoma, Hernia, Hydrocele, Congenital Internal Anomaly/Defects/Disorders, Fistula, Fissure in Anus, Piles and Sinusitis are not payable.
- 4. Treatment arising from or traceable to pregnancy/childbirth and/or its complications.
- 5. Circumcision, unless necessary for treatment of a disease not excluded hereunder or necessitated due to an accident.
- 6. Dental treatment or surgery of any kind unless requiring Hospitalisation.
- Convalescence, General Debility, 'Run-down' condition or rest cure, Congenital External Disease or Defects or anomalies, Tubectomy, Vasectomy, Venereal disease, intentional self injury or attempted suicide.
- 8. Hospitalisation in connection with or arising out of any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus Type III (HTLB-III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
- 9. Admission for diagnostic studies.
- 10. Directly or indirectly caused by or contributed to by Nuclear weapons/materials or Radioactive Contamination.
- 11. 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).
- 12. Directly or indirectly caused by or arising from or attributable to
- 12. 1. Ionising radiation or contamination by any Nuclear fuel or from any Nuclear waste from burning Nuclear fuel.
- 12. 2. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or part of it.
- 13. Any routine or preventative examinations, vaccinations, inoculation or screening.
- 14. Outpatient treatment charges.
- 15. Sex change or treatment, which results from, or is in any way related to, sex change.
- 16. Hormone replacement therapy.
- 17. Treatment of obesity (including morbid obesity) and any other weight control programs, services or supplies.
- The treatment of psychiatric, mental or nervous conditions, insanity.
- 19. Any cosmetic, plastic surgery, aesthetic or related treatment of any description, including any complication arising from these treatments, whether or not for psychological reasons, unless medically necessary as a result of an accident.
- 20. Use of intoxicating drugs alcohol and the treatment of alcoholism, solvent abuse, drug abuse or any addiction and medical conditions resulting from, or related to, such abuse or addiction.
- 21. Any treatment received in convalescent homes, convalescent hospitals, health hydros, nature cure clinics or similar establishments.
- 22. Any stay in Hospital for any domestic reason or where there is no active regular treatment by a specialist.
- 23. Any treatment received outside India.

- 24. Any other Alternative Treatments except Allopathy (Modern Medicine).
- 25. Complication of any surgery, therapy or treatment administered on the Insured Person which is not prescribed or required by a Registered Medical Practitioner/Registered Medical Institution in their professional capacity.
- 26. Taking of drug unless it is taken on proper medical advice and is not for the treatment of drug addiction.
- 27. Any fertility, sub-fertility or assisted conception operation.
- 28. Any person whilst engaging in 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 and activities of similar hazard.
- 29. Any claim in respect of Unproven/Experimental treatment.

## E. CONDITIONS

#### 1. Claims Procedure

Provided that the due observance and fulfillment of the terms and conditions of this Policy (conditions and all Endorsements hereon are to be read as part of this Policy) shall, so far as they relate to anything to be done or not to be done by the Insured and /or Insured person, be a condition precedent to any liability of the Company under this Policy.

The Claims Procedure is as follows:

#### Claims Procedure

The claim form duly completed in all respects along with all documents listed below should be submitted within 30 days from the date of discharge.

- a) Photo copy of bills, receipt and discharge certificate/card from the Hospital.
- b) Photo copy of F.I.R. copy in case of an Accident.
- c) Complete set of Hospital/medical records if specifically sought by Us.
- d) If required, the Insured/Insured Person must give consent to obtain Medical Report from any Medical Practitioner at Our expense.
- e) If required, the Insured/Insured Person must agree to be examined by a Medical Practitioner of Our choice at Our expense.

The documents should be sent to:

## **Health Claims Department**

 $M/s. Royal\,Sundaram\,Alliance\,Insurance\,Co. Ltd.,$ 

Corporate office: Vishranthi Melaram Towers, No. 2 / 319

Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

## 2. Payment of Claim

- All claims under this Policy shall be payable in Indian Currency. All hospitalisation for the purpose of this insurance will have to be taken in India only.
- Benefits payable under this policy will be paid within 30 days of the receipt of last necessary document.
- The Company shall be liable to pay any interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed, for sums paid or payable under this Policy, upon acceptance of an offer of settlement by the insured, but there is delay in payment beyond 7 days from the date of acceptance.
- Any claim intimated after 90 days from the date of discharge from the Hospital/Nursing Home, shall not be entertained.
- At the time of claim settlement, Company may insist on KYC documents of the Proposer as per the relevant AML guidelines in force.

# 3. Transfer

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

## 4. Cancellation

The Company may at any time cancel the Policy on grounds of

misrepresentation, fraud, non-disclosure of material fact relating to this insurance of the insured or non-cooperation by the insured by sending seven days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall not refund to the insured any portion of the premium.

The insured may at any time cancel this policy and in such event, the Company shall allow refund of premium less premium at Company's short period rate table given below provided no claim has occurred upto the date of cancellation.

#### Short Period Scales

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

#### 5. Notice

Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company, through which this insurance is effected. However Initial notification of claim can be made by telephone.

#### 6. Misdescription

This Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, misdescription or non-disclosure of any material fact.

## 7. Geographical Area

The cover granted under this insurance is valid for treatments taken in India only.

## 8. Continuation of Terms and Conditions

The Insured has to renew the policy without any break to ensure continuity of cover from the commencement. A grace period of 30 days is allowed to renew the policy and maintain continuity of coverage.

However during such grace period, the company shall not be liable for hospitalisation, if any, occurring after the expiry of the policy and before the date of actual receipt of premium for renewal.

## 9. Insurer's rights

We have the right to do the following, in Insured Person's name at Our expense:

Take over the defence on settlement of any claim.

Start legal action to get compensation from anyone else.

Start legal action to get back from anyone else for payments that have already been made by Us.

## 10. Fraud

If any claim is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured.

Person or anyone acting on his behalf to obtain any benefit under this Policy, all benefits under this Policy will be forfeited and the Company may choose to void the Policy and reclaim all benefits paid in respect of such Insured Person.

# 11. Renewals

This policy is portable. This Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof. For persons above 80 years, the Daily Benefit Sum Insured shall be restricted to a maximum of Rs.2500/- unless otherwise stated in the schedule of the Policy.

Policy must be renewed within the Grace Period of thirty days of expiry to maintain the continuity of Coverage. However no coverage shall be available during the period of such break. A policy that is sought to be renewed after the Grace Period of 30 days will be underwritten as a fresh policy at the discretion of Us.

At renewal, the coverages, terms & conditions and premium may change, in which case a three months notice shall be sent to the Proposer at his last known address as recorded in the policy. Any change in premium on account of change of age will not require any prior notice.

The product/plan may be withdrawn at any time, by giving a notice of 3 months to the Proposer at the address recorded/updated in the policy. When the policy is withdrawn, the product/plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

#### 12. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole Arbitrator to be appointed in writing by the parties to difference or, if they cannot agree upon a single Arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators, comprising of two Arbitrators, one to be appointed by each of the parties to the dispute/difference and the third Arbitrator to be appointed by such two Arbitrators and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator/Arbitrators of the amount of the loss or damage shall be first obtained.

#### 13. Disclaimer

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 3 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.

#### 14. Jurisdiction

The Policy is subject to the laws of India and the jurisdiction of its Courts.

#### 15. Change of Address

The Insured must inform in writing of any change in his/her address.

#### 16. Change in Daily Benefit

Any change in Sum Insured can be considered only at the time of renewal. Eligibility for enhancement of Sum Insured is not automatic and is subject to the discretion of the Company.

When the Company is admitting liability for disease/illnesses /medical condition/injury contracted by the Insured Person during the previous period of Insurance(s) with Us, then We shall pay either the Daily Benefit for that Insured Person during the first occurrence of such disease/illness/medical condition/burns or the available daily benefit under the current Policy, whichever is less.

#### 17. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims bereunder.

#### 18. Free Look-in

At the inception of the policy you will be allowed a period of 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable. If you have not made any claim during the free look period, you will be entitled to the following, provided no claim has been settled or lodged for the period the policy has been in force:

- a. A refund of the premium paid less stamp duty charges or;
- where the risk has already commenced and the option of return of the policy is exercised, a deduction towards the proportionate risk premium for period on cover or;
- c. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

#### 19. Grievances

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances.

- a. Any partial or total repudiation of claims by the Company.
- Any dispute regard to premium paid or payable in terms of the policy.
- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other grievance.

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram Alliance Insurance Company Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Guwahati, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi. For Contact Details of Insurance Ombudsman, please visit our website www.royalsundaram.in.

# WHAT IF I EVER NEED TO COMPLAIN?

We hope, of course, that you will never feel the need to complain. Nevertheless, sometimes things do go wrong. When they do, we want to know straight away, so we can put them right as quickly as possible, and take steps to make sure they don't happen again.

In all instances, call our Customer Services at our Chennai office at 1860 425 0000 or e-mail at customer.services@royalsundaram.in or write us to Royal Sundaram Alliance Insurance Company Limited, Vishranthi Melaram Towers, No. 2 / 319 Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

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