



## **Rashtriya Swasthya Bima Yojana**

### **IMPORTANT NOTES ABOUT THIS INSURANCE**

The Policy is an evidence of the contract between the Insured (state nodal agency) and Royal Sundaram Alliance Insurance Company Limited.

The information supplied by the Insured, including MOU entered between insured and Royal Sundaram shall be incorporated in and is the basis of this contract.

The Policy, the 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 the Insured pay the premium for all the families 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 Policy is available to the family members of BPL households or the identified customer segment as declared by government for the Rashtriya Swasthya Bima Yojana scheme. Family means upto a unit of five including the family head or as modified by Government, who are listed as part of family in the BPL database or as defined by Government. A smart card will be issued as per the provision and guidelines stipulated under Rashtriya Swasthya Bima Yojana scheme. Smart card will be the proof for establishing identity of the insured person.

#### **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.

##### **Insured/State Nodal agency**

State Government Department/Agency/Services designated to implement the scheme

##### **MOU/Memorandum of Understanding**

An agreement entered between State Nodal agency and Royal Sundaram setting the terms for implementing the scheme

##### **Insured persons**

Family members of BPL and or other households listed by government under Rashtriya Swasthya Bima Yojana who have paid their contribution towards the health insurance premium and are enrolled in the scheme.

##### **Network Provider**

"Network Provider" means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.

##### **Smart Card**

Identification Card issued under Rashtriya Swasthya Bima Yojana by the Company as per specifications given by Government

##### **Accident**



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

### **Alternative Treatments**

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

### **Cashless facility**

"Cashless facility" means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent of pre-authorization approved.

### **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.

### **Contribution**

Contribution is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured.

### **Day care centre**

A day care centre means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the 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 surgical procedures are carried out;
- maintains daily records of patients and will make these accessible to the insurance company's authorized personnel

### **Day Care Treatment**

Day care treatment refers to medical treatment, and/or surgical procedure which is:

- I. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
- II. which would have otherwise required a hospitalization of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition.

### **Dental Treatment**

Dental treatment is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

### **New Born Baby**

Newborn Baby means those babies born to insured during the Policy Period.

### **Endorsement**

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



### **External Congenital Anomaly**

Congenital anomaly which is in the visible and accessible parts of the body

### **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

### **Hospital**

A 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 will make these accessible to the insurance company's authorized personnel.

### **Hospitalization**

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.

### **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.

### **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**

An Insured Person who is admitted to Hospital and stays for a minimum period of 24 hours, for the sole purpose of receiving treatment.

### **In-Patient Care**

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

### **Intensive Care Unit**

Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

**Internal Congenital Anomaly**

Congenital anomaly which is not in the visible and accessible parts of the body.

**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.

**Medical Practitioner**

A Medical practitioner is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.

**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.

**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.

**Package rates**

Package rates are pre-agreed fixed charges set for admission & treatment for listed medical procedures and surgical cases. The rate will be adopted uniformly across all Network Hospitals empanelled for providing health services. These package rates will include bed charges (General ward), Nursing and boarding charges, Surgeons, Anesthetists, Medical Practitioner, Consultants fees, Anesthesia, Blood, Oxygen, O.T. Charges, Cost of Surgical Appliances, Medicines and Drugs, Cost of Prosthetic Devices, implants, X-Ray and Diagnostic Tests, Food to patient etc. Expenses incurred for diagnostic test and medicines upto 1 day before the admission of the patient and cost of diagnostic test and medicine upto 5 days of the discharge from the hospital for the same ailment / surgery including Transport Expenses will also be the part of package in the policy schedule.

**Period of Insurance & Cover commencement**

Period of Insurance means the period shown in the Schedule.

The commencement and policy period shall be determined depending upon the start of the issue of smart cards and as defined in the MOU entered between the insured and Royal Sundaram.

**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 Disease**

Any condition, ailment or injury or related condition(s) for which the insured person had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.

**Medical expenses**



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Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident 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 doctors in the same locality would have charged for the same medical treatment.

**Pre – Hospitalisation Medical Expenses**

Medical Expenses incurred immediately before the Insured Person is Hospitalised, provided that:

1. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
2. The In-patient Hospitalization claim for such Hospitalization is admissible by Us.

**Post – Hospitalisation Medical Expenses**

Medical Expenses incurred immediately after the insured person is discharged from the hospital provided that:

1. Such Medical Expenses are incurred for the same condition for which the insured person's hospitalization was required and
2. The inpatient hospitalization claim for such hospitalization is admissible by us.

**Maternity Expenses**

Maternity expenses shall include

(a) Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization).

(b) Expenses towards lawful medical termination of pregnancy during the policy period

**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.

**Room Rent**

Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

**Reasonable Charges**

Reasonable charges means 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.

**Subrogation**

Subrogation shall means the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

**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**



- a. The policy covers Hospitalisation expenses of the insured person incurred at the network Hospitals for treatment of the diseases, illness, medical condition or injury, during the policy period up to the sum insured stated in the schedule subject to the terms, conditions, limitations and exclusions mentioned in the policy.

For a claim to be admitted under this policy the insured person should be hospitalized as an in-patient during the period of insurance for a minimum period of 24 hrs. However this time limit is not applicable to specific day care surgeries / procedures as listed below;

Day care services:

Haemo-Dialysis, Parenteral Chemotherapy, Radiotherapy, Eye Surgery, Lithotripsy (kidney stone removal), Tonsillectomy, D&C, Dental surgery following an accident, Surgery of Hydrocele , Surgery of Prostate, Gastrointestinal Surgery, Genital Surgery, Surgery of Nose, Surgery of Throat, Surgery of Ear, Surgery of Urinary System, Treatment of fractures/dislocation (excluding hair line fracture), Contracture releases and minor reconstructive procedures of limbs which otherwise require hospitalization, Laparoscopic therapeutic surgeries that can be done in day care, Identified surgeries under General Anaesthesia any other disease/procedure mutually agreed upon by the insured and Royal Sundaram.

- b. Pre-existing conditions/diseases cover: Pre-existing conditions/diseases are covered from day one, subject to the exclusions.
- c. Travel expenses: The Company provides for travel expenses incurred by the insured person to reach the Hospital subject to his valid admission at the Hospital under this insurance policy. The benefit amount is limited as per terms set under the guidelines agreed under MOU and shall be part of package.
- d. Pre and post hospitalization: Pre and Post hospitalization expenses shall be part of the package rates and as per the terms agreed in the MOU with the insured by Us.
- e. Maternity and Newborn Child Coverage: The policy covers maternity expenses at network hospital for normal delivery / caesarean section and /or miscarriage or abortion induced by accident or medical emergency and the benefit is further subject to package rate agreed under the MOU and the maternity exclusion clause  
This policy covers expenses incurred for treatment of New born baby in the hospital as in-patient subject to hospitalization period for both mother and child shall not be less than 48 hrs post delivery or as agreed under MOU. This benefit shall be a part of basic sum insured and new born will be considered as a part of insured family member till the expiry of the policy.

## D. EXCLUSIONS

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

1. Conditions that do not require hospitalization: Condition that do not require hospitalization and can be treated under Out Patient Care. Out patient Diagnostic, Medical and Surgical procedures or treatments unless necessary for treatment of a disease covered under day care procedures will not be covered.
2. Expenses incurred at Hospital or Nursing Home primarily for evaluation / diagnostic purposes only during the hospitalized period and expenses on vitamins and tonics etc unless forming part of treatment for injury or disease as certified by the attending physician.
3. Any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, filling of cavity, root canal including wear and tear etc. unless arising from disease or injury and which requires hospitalisation for treatment.
4. Congenital external diseases: Congenital external diseases or defects or anomalies,
5. Convalescence, general debility, "run down" condition or rest cure.
6. Drug and Alcohol Induced illness: Diseases / accident due to and or use, misuse or abuse of drugs / alcohol or use of intoxicating substances or such abuse or addiction etc.



7. Sterilization and Fertility related procedures: Sterility, any fertility, sub-fertility or assisted conception procedure. Hormone replacement therapy, Sex change or treatment which results from or is in any way related to sex change.
8. Vaccination: Vaccination, inoculation or change of life or cosmetic or of aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.
9. Circumcision (unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident),
10. War, Nuclear invasion: Injury or disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, War like operations (whether war be declared or not) or by nuclear weapons / materials.
11. Suicide: Intentional self-injury/suicide, all psychiatric and psychosomatic and related disorders
12. Naturopathy, Homeopathy, Unani, Siddha, Ayurveda: Naturopathy, Homeopathy, Unani, Siddha, Ayurveda treatment, unproven procedure or treatment, experimental or alternative medicine including acupressure, acupuncture, magnetic and such other therapies etc or Any other Alternative Treatments except Allopathy
13. Exclusion under Maternity Benefit clause  
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:
  - a. Expenses incurred in connection with voluntary medical termination of pregnancy except induced by accident or other medical emergency to save the life of the mother.
  - b. Pre-natal expenses. (However complications requiring hospitalisation prior to delivery shall be covered under medical procedures)

## E. CONDITIONS

### 1. Floater cover:

The sum insured stated in the schedule is extended on floater basis. The policy benefit can be availed individually or collectively by members of family covered and the maximum liability of the Company in respect of any one family during the policy period is the Sum Insured stated

### 2. Subrogation :

In the event of any claim payment under this Policy, the Company shall be subrogated to all the Insured's/Insured Person's rights or recovery thereof against any person or organization and the Insured/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary and required by the Company, before or after indemnification, in enforcing or endorsing any rights or remedies or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

### 3. Contribution:

If there shall be existing any other insurance of any nature whatsoever covering the same Insured Person/s whether effected by the Insured /Insured Person or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

### 4. Claims procedure:

In the event of falling sick, ill or sustaining injury, the insured person or his family member shall approach the help desk at Empanelled hospital with the Smart card of the respective family.

The Cashless access services shall be provided to the beneficiary based on Smart card & fingerprint authentication.

### Cashless Access Service:



The beneficiaries shall be provided treatment free of cost for all such ailments covered under the scheme at any of the empanelled Hospital as per limits/ sub-limits subject to availability of Sum Insured. The company shall not be liable to pay for expenses incurred at Hospital other than the empanelled providers. The Expenses for medical/ surgical procedures/ interventions under the Benefit package will be no more than the package charge as agreed under MOU. Provided that the Beneficiary has sufficient insurance cover remaining at the time of seeking treatment, such listed services will not be subject to pre-authorization by the Insurer.

Medical & surgical Procedures which are not mentioned in the package list set out in the MOU, would still be included as Benefits under this policy, but will be subject to a pre-authorization procedure, as outlined in the MOU.

**a) Cashless Access in case where package is fixed**

There is no need for pre-authorization for surgeries or medical procedures where the package is fixed. The Hospital will admit the insured person after blocking the amount from his account and claim the charge on discharge.

**b) Pre-Authorization for Cashless Access in case no package is fixed**

The Hospital will send through fax the Request for authorization Letter (RAL) duly certified by the attending doctor with the nature of disease/medical procedures and estimate of treatment cost.

The Company or their TPA assigned for this service shall fax the Authorisation (AL) or Denial of Authorisation letter (DAL) to the Hospital on the basis of Medical scrutiny and policy terms.

Cashless Access service is further subject to specification spelt out in the MOU.

**5. Payment of Claim**

The company will settle all eligible claims and pay the amount to the Provider as per arrangement made with them.

Any dispute on the admission or payment of claim will be addressed as agreed under MOU.

All claims under this Policy shall be payable in Indian Currency.

**6. Transfer**

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

**7. Inclusion and deletion of Insured persons**

Enrollment of families for this insurance cover will be done as agreed under the MOU. The inclusion and deletion of family members are allowed subject to conditions set under the MOU.

**8. Cancellation**

This Policy may be terminated at any time by the company or the insured in the event of breach of terms set under this policy or MOU by either party by giving 30 days prior notice in writing. In case of termination of the policy the company will pay back to the insured within one week the unutilized amount of premium as agreed under the MOU.

**9. Notice**

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile at the address specified in Part I of the Schedule or to.

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**10. Fraud**





If any claim is in any respect fraudulent, or if any fraudulent means or devices are used by Insured Person or anyone acting on his behalf to obtain any benefit under this Policy, all benefits under this Policy for the insured person will be forfeited and the Company may choose to reclaim payment made in respect of such Insured Person.

### **11. Renewals**

The Company shall renew the policy as agreed mutually under the MOU entered with the Government.

Renewal shall not be denied other than on grounds of moral hazard, misrepresentation and fraud. In respect of any applications for renewal received by Us, the Policy may be renewed and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy and in any case not later than 30 days from the date of expiry of the current policy. However any hospitalization happening during the grace period is not covered & company is not liable for any expenses incurred on that hospitalization. If policy is renewed within 30 days from the due date of renewal, policy cover will be considered continuous in terms of credit gained by the insured person(S) for pre-existing conditions and time bound exclusions.

The Company shall not be bound to give notice that such renewal premium is due. A policy that is sought to be renewed after the grace period of 30 days will be underwritten as a fresh Policy. Insurer will be free to offer any of the similar products available with them.

The product / plan may be withdrawn at any time, by giving a notice of 3 months to the Proposer by Courier / Registered Post / Acknowledgement due post 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. Change in Benefit plan or Sum Insured**

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.

### **13. Grievance Redressal**

If any dispute arises between the parties during the subsistence of the policy period or thereafter, in connection with the validity, interpretation, or alleged breach of any provision of the scheme, it will be settled as per the scheme guidelines and terms agreed between the parties under MOU.

### **14. 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.



Royal Sundaram

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**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 12 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.

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