

EMI Advantage

ROYAL SUNDARAM GENERAL INSURANCE CO. LTD Registered office: No. 21, Patullos Road, Chennai- 600 002 Corporate Office: Vishranthi Melaram Towers, No. 2/319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai- 600 097

## POLICY WORDING EMI Advantage

## This policy offers cover against EMI Protection and Personal Accident benefits. Customer can select any or both the benefits.

## **EMI Protection (Optional)**

## **1. PREAMBLE:**

This is a contract between the Insured Person and Royal Sundaram General Insurance Co. Limited subject to the receipt of full premium, Disclosure to Information Norm including the information provided by the Insured Person in the Proposal Form and the terms, conditions and exclusions of this Policy.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any one of them shall bear such meaning wherever it appears.

The terms, conditions and exclusions that appear in the Policy or in any Endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied

## 2. DEFINITIONS

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.

#### 2.1 Standard Definitions

- **2.1.1** Accident means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- **2.1.2** Condition Precedent means a Policy term or condition upon which the Company's liability under the Policy is conditional upon.

#### 2.1.3 Congenital Anomaly

Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position.

Internal Congenital Anomaly

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

External Congenital Anomaly



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

- **2.1.4 Disclosure to information norm:** The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- **2.1.5 Grace Period** means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases.

Provided the insurers shall offer coverage during the grace period, if the premium is paid instalment During the policy period.

- 2.1.6 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 Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:
- i. has qualified nursing staff under its employment round the clock;
- ii. 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;
- iii. has qualified medical practitioner(s) in charge round the clock;
- iv. has a fully equipped operation theatre of its own where surgical procedures are carried out;
- v. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;
- **2.1.7.** Hospitalization means admission in a hospital for a minimum period of twenty-four (24) consecutive 'In-patient care' hours except for specified procedures/ treatments, where such admission could be for a period of less than twenty-four (24) consecutive hours.
- **2.1.8 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** means a disease, illness or injury that is likely to response 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 means a disease, illness, or injury that has one or more of the following characteristics.
  - 1. It needs ongoing or long-term monitoring through consultations, examinations, check-rips, and / or tests
  - 2. It needs ongoing or long-terns control or relief of symptoms
  - 3. It requires rehabilitation for the patient or for the patient to be special trained to cope with it
  - 4. It continues indefinitely
  - 5. It recurs or is likely to recur

- **2.1.9 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.
- **2.1.10 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.
- **2.1.11 Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- **2.1.12 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.
- **2.1.13 Medical Practitioner** means 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 the license.
- **2.1.14** Medically Necessary Treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
  - i. is required for the medical management of illness or injury suffered by the insured;
  - ii. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - iii. must have been prescribed by a medical practitioner;
  - iv. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

## 2.1.15 Migration

- Migration means, the right accorded to health insurance policy holders (including all members under family cover and members of group Health insurance policy), to transfer the credit gained for pre-existing conditions and time bond exclusions, with the same insurer.
- **2.1.16** Notification of Claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

#### **2.1.17 Pre-existing disease** means any condition, aliment, injury or disease

- (a) That is/are diagnosed by a physician within 36 months prior to the effective date of the policy issued by the insurer or its reinstatement or
- (b) For which medical advice or treatment was recommended by, or received from, a physician within 36 months prior to the effective date of the policy issued by the insurer or its reinstatement.



- Portability means the right accorded to an individual health insurance policyholder (including all members under family cover), to transfer the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another insurer.
- **2.1.19 Renewal** means 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 gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.
- **2.1.20 Surgery or Surgical Procedure** 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 from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.

## 2.2 Specific Definitions

## 2.2.1 Company/We/Our/Insurer/Us

Company/We/Our/Insurer/Us Royal Sundaram General Insurance Co. Limited.

#### 2.2.2 Commencement Date

Commencement date of this Policy shall be the first inception date of this section 3 i.e. Equated Monthly Instalment Protection for that Insured Person with Us without any break in period of cover.

## 2.2.3 Equated Monthly Instalment (EMI):

Equated Monthly Instalment or EMI amount means the amount of recurring monthly payment liability of the Insured Person. For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured prior to the occurrence of the accident or sickness will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured. This will be applicable for any monthly regular payments made to an institution in the BFSI space (including Banks, NBFCs, Mutual Funds, Insurance co. and other financial institutions).

- **2.2.4** Material Fact shall mean and include all important, essential and relevant information in the context of underwriting the risk to be covered by the Company
- **2.2.5** Nominee means the person(s) nominated by the Insured Person to receive the insurance benefits under this Policy payable on the death of the Insured Person
- **2.2.6 Policy** means our contract of insurance with the Policyholder providing cover as detailed in this Policy terms and conditions, the proposal form, Policy Schedule/Insurance Certificate, Information Summary Sheet, Endorsement/s, if any and Annexure, which form part of the contract and must be read together
- **2.2.7 Policy Period** is the period between the inception date and the expiry date of the Policy as specified in the Policy Schedule/ Certificate of Insurance or the date of cancellation of this Policy, whichever is earlier
- **2.2.8 Policy Schedule** means the schedule attached to and forming part of this Policy mentioning the details of the Insured Persons, the Sum Insured, the period and the limits to which benefits under

the Policy are subject to, including any Annexures and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.

- **2.2.9 Policy Year** means the period of one year commencing on the date of commencement specified in the Policy Schedule/ Certificate of Insurance or any anniversary thereof.
- **2.2.10** Waiting Period means a time-bound exclusion period related to condition(s) specified in the Policy Schedule/ Certificate of Insurance or the Policy which shall be served before a claim related to such condition(s) becomes admissible.

## 3. BENEFITS

The Policy shall pay lump sum amount as stated in policy schedule subject to a maximum of Sum Insured Insurance for Insured Event, subject to terms, conditions, limitations and exclusions mentioned therein.

## 3.1 EMI Protection Coverage in case of Sickness & Accident

If the Insured Person suffers from sickness or an injury due to an Accident during the Policy Period which solely and directly results in the Insured Person's hospitalization, the Company will pay the EMI as specified in the Policy Schedule/ Certificate of Insurance subject to following Plans as opted by Insured Person:

Plan A

(i) Hospitalisation duration 11 Days or more - 3 EMIs will be paid; or

(ii) Hospitalisation duration 7-10 Days - 2 EMIs will be paid; or

(iii) Hospitalisation duration is 3-6 Days - 1 EMI will be paid

(iv) Accident induced PTD or PPD - 1 additional EMI will be paid

Under Serial No. (iii) above, option available to add coverage from day2.

Plan B

(i) If continuous hospitalization duration is 7-10 Days – 1 EMI will be paid; or

(ii) If continuous hospitalization duration is 11 or more Days – 2 EMIs will be paid

(iii) Accident induced PTD or PPD - 1 additional EMI will be paid

Plan C

(i) If continuous hospitalization duration is 3-10 Days – 1 EMI will be paid; or
(ii) If continuous hospitalization duration is 11 or more Days – 2 EMIs will be paid
(iii) Accident induced PTD or PPD - 1 additional EMI will be paid

Plan D

(i) If continuous hospitalization duration is 11 or more Days - 1 EMI will be paid.(ii) Accident induced PTD or PPD - 1 additional EMI will be paid

Initial Waiting Period (Applicable in all Plans) 30 Days (Not applicable in case of accident cases)

## 3.2 Specific conditions applicable on EMI protection coverage in case of Sickness & Accident



- 1. This benefit is payable only twice during each Policy Year. Only continuous two hospitalizations will be considered during each Policy Year. Cover ceases to exist once the benefit is paid for that policy year.
- 2. Hospitalization means admission in a hospital for a minimum period of twenty-four (24) consecutive 'In-patient care' hours except for specified procedures/ treatments, where such admission could be for a period of less than twenty-four (24) consecutive hours.
- 3. Our maximum liability shall not exceed from the remaining EMIs outstanding at the time of hospitalisation.

## 4. EXCLUSIONS

## 4.1 Standard Exclusions

The Company shall not be liable to make any payment under the policy in connection with or in respect of following expenses till the expiry of waiting period mentioned below:

#### 4.1.1 Initial Waiting Period (Code- Excl 03)

- i. 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.
- ii. This exclusion shall not, however, apply if the Insured Person has Continuous Coverage for more than twelve months.
- iii. The within referred waiting period is made applicable to the enhanced sum insured in the event of granting higher sum insured subsequently.

## 4.1.2 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

#### 4.1.3 Rest Cure, Rehabilitation and Respite care (Code- ExcI05)

- a) Expenses related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes:
  - i. Custodial care either at home or in a nursing facility for personal care such as help with activities of daily living such as bathing, dressing, moving around either by skilled nurses or assistant or non-skilled persons.
  - ii. Any services for people who are terminally ill to address physical, social, emotional and spiritual needs.

## 4.1.4 Obesity/ Weight Control (Code- ExcI06)

Expenses related to the surgical treatment of obesity that does not fulfil all the below conditions:

- 1. Surgery to be conducted is upon the advice of the Doctor
- 2. The surgery/Procedure conducted should be supported by clinical protocols
- 3. The member has to be 18 years of age or older and
- 4. Body Mass Index (BMI);
  - a) greater than or equal to 40 or
  - b) greater than or equal to 35 in conjunction with any of the following severe



comorbidities following failure of less invasive methods of weight loss:

- i. Obesity-related cardiomyopathy
- ii. Coronary heart disease
- iii. Severe Sleep Apnea
- iv. Uncontrolled Type2 Diabetes

## 4.1.5 Change-of-Gender treatments: (Code- Excl07)

Expenses related to any treatment, including surgical management, to change characteristics of the body of those of the opposite sex.

## 4.1.6 Cosmetic or plastic Surgery: (Code- Excl08)

Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s) or 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.

## 4.1.7 Hazardous or Adventure sports: (Code- ExcI09)

Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.

#### 4.1.8 Breach of law: (Code- Excl10)

Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.

#### 4.1.9 Excluded Providers: (Code-Excl11)

Expenses incurred towards treatment in any hospital or by any Medical Practitioner or any other provider specifically excluded but the Insurer and disclosed in its website/notified to the policyholders are not admissible. However, in case of life threating situations or following an Accident, expenses up to the stage of stabilization are payable but not the complete claim.

- **4.1.10** Treatment for, Alcoholism, drug or substance abuse, Tobacco Abuse or any addictive condition and consequences thereof. (Code- Excl12)
- **4.1.11** Treatments received in health hydro's, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons. (Code- Excl13)
- **4.1.12** 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. (**Code- Excl14**)

#### 4.1.13 Refractive Error- (Code- Excl15)

Expenses related to the treatment for correction of eye sight due to refractive error less than 7.5 dioptres.

#### 4.1.14 Unproven Treatments:(Code- Excl16)

Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.



## 4.1.15 Sterility and Infertility: (Code- Excl17)

Expenses related to sterility and infertility. This includes:

- i. Any type of contraception, sterilization
- **ii.** Assisted Reproduction services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
- iii. Gestational Surrogacy
- iv. Reversal of sterilization

## 4.1.16 Maternity Expenses (Code – Excl18):

- i. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy;
- ii. Expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

## 4.2 Specific Exclusion

- 4.2.1 Convalescence, general debility, `Run-down' condition or rest cure, Congenital Anomalies, Tubectomy, Vasectomy, Venereal disease, intentional self-injury, drug overdose or attempted suicide.
- 4.2.2 All expenses 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/HIV.
- 4.2.3 Claims directly or indirectly caused by or arising from or attributable to:
  - a. War, Invasion, Act of Foreign Enemy, Warlike Operations (whether war be declared or not).
  - b. Biological, nuclear or chemical terrorism.
  - c. Nuclear weapons/materials or Radioactive Contamination.
  - d. Ionising radiation or contamination by any Nuclear fuel or from any Nuclear waste from burning Nuclear fuel or.
  - e. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or part of it.
- 4.2.4 Any claim arising whilst engaging in speed contest or racing of any kind, bungee jumping, parasailing, ballooning, flying an aircraft otherwise than as a passenger on a regular air carrier, 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 boxing, caving, horse racing, jet skiing, martial arts, off piste skiing, scuba diving, any flying activity (other than as a passenger in a commercially licensed aircraft) and activities of similar hazard.
- 4.2.5 Complication of any surgery, therapy or treatment administered on the Insured Person which is not prescribed or required by a Specialist Medical Practitioner/Registered Medical Institution in their professional capacity.
- 4.2.6 Insured's/Proposer's involvement in any activities resulting in any breach of law with criminal intent.

- 4.2.7 Any alternative treatment
- 4.2.8 If the Insured does not submit a medical certificate from the Doctor evidencing diagnosis of Illness or Injury or occurrence of the medical event or the undergoing of the medical/surgical procedure.
- 4.2.9 Any medical procedure or treatment, which is not medically necessary or not performed by a Doctor.
- 4.2.10 Any events occurring before the commencement of the cover or otherwise outside the Period of Insurance;
- 4.2.11 Arising out of or as a result of attempted suicide or suicide, any sexually transmitted diseases, sexually transmitted conditions, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immunodeficiency Virus) and / or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome) AIDS related complex syndrome (ARCS) and all diseases caused by and/ or related to the HIV, insanity and / or any mutant derivative or variations thereof howsoever caused.
- 4.2.12 Self-endangerment unless in self-defence or to save life.
- 4.2.13 Participation in riots, confiscation or nationalization or requisition of or destruction of or damage to property by or under the order of any Government or local authority.
- 4.2.14 arising out of or resulting directly or indirectly due to or as a consequence of pregnancy or treatment traceable to infirmity, pregnancy and childbirth, abortion, Miscarriage and its consequences, tests and treatment relating to infertility and invitro fertilization.
- 4.2.15 Arising out of or resulting directly or indirectly while serving in any branch of the Military or Armed Forces of any country during war or warlike operations.
- 4.2.16 Nuclear, Chemical, Biological Terrorism as per below mentioned Exclusion Clause:
  - The Insurance under this Policy shall not extend to cover Death, disablement, injury or medical expenses resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement "Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants. If the Company allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

## 5. GENERAL TERMS & CLAUSE

## **5.1 Standard General Terms and Clauses**



## 5.1.1 Disclosure of Information

The Policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.

#### 5.1.2 Condition Precedent to Admission of Liability

The due observance and fulfilment of the terms and conditions of the policy, by the insured person, shall be a condition precedent to any liability of the Company to make any payment for claim(s) arising under the policy.

## 5.1.3 Claim Settlement (provision for Penal Interest)

- i. The Company shall settle or reject a claim, as the case may be, within 15 days from the date of receipt of last necessary document.
- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
- iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle the claim within 45 days from the date of receipt of last necessary document.
- iv. In case of delay beyond stipulated 45 days the company shall be liable to pay interest at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

#### 5.1.4 Complete Discharge

Any payment to the Insured Person or his/ her nominees or his/ her legal representative or to the Hospital/Nursing Home or Assignee, as the case may be, for any benefit under the Policy shall in all cases be a full, valid and an effectual discharge towards payment of claim by the company to the extent of that amount for the particular claim.

#### 5.1.5 Multiple Policies

If multiple certificates are issued under the same Group policy or across multiple group policies in the name of same person then we shall refund the premium of all other policies except the policy with maximum Sum Insured. However, in case of fraud or misrepresentation, all the policies will be cancelled and premium stands forfeited. If customer has multiple policies with different insurers, on occurrence of the insured event, he can claim from all Insurers under all policies.

#### 5.1.6 Fraud

If any claim made by the insured person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if fraudulent means or devices are used by the insured person or anyone acting on his/her behalf to obtain any benefit under this policy, all benefits under this policy shall be forfeited.

Any amount already paid against claims which are found fraudulent later under this policy shall be repaid by all person(s) named in the policy schedule, who shall be jointly and severally liable for such repayment.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the Insured Person or by his agent, with intent to deceive the insurer or to induce the insurer to issue an insurance Policy:—



- a) the suggestion as a fact of that which is not true and which the Insured
- Person does not believe to be true;b) the active concealment of a fact by the Insured Person having knowledge or belief of the fact;
- c) any other act fitted to deceive; and
- d) any such act or omission as the law specially declares to be fraudulent

The company shall not repudiate the policy on the ground of fraud, if the insured person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer. Onus or disproving is upon the policyholder, if alive, or beneficiaries.

#### 5.1.7 Cancellation

a. Cancellation/ Termination (other than Free Look cancellation)

1. Cancellation by Insured Person: You may terminate this Policy during the Policy Period by giving Us at least 30 days prior written notice. We shall cancel the Policy and refund the premium for the balance of the Policy Period in accordance with the table below provided that no claim has been made under the Policy by or on behalf of any Insured Person.

i. Annual Policies

Completed tenure of Policy	Retention of Premium
less than 1 month	25% of annual rate
between 1 month and 3 months	50% of annual rate
between 3 months and 6 months	75% of annual rate
Above 6 months	full annual premium

ii. Policy with tenure more than one year

Policy year in which policy is cancelled, we shall retain the premium as per below grid. However, for rest of years 5% of the pro-rated annual Premium amount shall be retained. Pro-rated annual rate will be arrived on the basis of pro-rated rate from the entire tenure premium In the year of cancellation, below grid shall apply for more than one year policies.

Completed tenure of Policy	Retention of Premium
less than 1 month	25% of annual rate

between 1 month and 3 months	50% of annual rate
between 3 months and 6 months	75% of annual rate
Above 6 months	full annual premium

#### 5.1.8 Renewal

- i This Policy will automatically terminate at the end of the Policy Period. This Policy is ordinarily renewable on mutual consent for life, subject to application of Renewal and realization of Renewal premium. All Renewal application should reach Us on or before the Policy Period End Date.
- ii We may in Our sole discretion, revise the Product and Renewal premium payable under the Policy provided that revision to the Renewal premium are in accordance with the IRDAI rules and regulations as applicable from time to time. Renewal premiums will not alter based on individual claims experience. We will intimate You of any such changes at least 3 months prior to date of such revision or modification.
- iii The premium payable on renewal shall be paid to Us on or before the Policy Period End Date and in any event before the expiry of the **Grace Period**. For the purpose of this provision, Grace Period means a period of 15 days in case of monthly payments and 30 days in case of quarterly, half- yearly and yearly payments immediately following the Policy Period End Date during which a payment can be made to renew this Policy without loss of continuity benefits such as Waiting Periods and coverage of Pre Existing Diseases. If the premium is paid in instalments, coverage will still be available during the grace period,
- iv Renewal of the Policy will not ordinarily be denied other than on grounds of moral hazard, misrepresentation or fraud or non-cooperation by You.
- We reserve the right to carry out underwriting in relation to any alterations like increase/decrease in Sum Insured, change in plan/coverage, addition/deletion of members, addition/deletion of Medical Conditions, request at the time of Renewal of the Policy. Any request for acceptance of changes on renewal will be subject to underwriting. The terms and conditions of the existing Policy will not be altered.
- vi. This product may be withdrawn by Us after due approval from the IRDAI. In case this product is withdrawn by Us, this Policy can be renewed under the then prevailing Health Insurance Product or its nearest substitute approved by IRDAI. We shall duly intimate You regarding the withdrawal of this product and the options available to You at the time of Renewal of this Policy.

## 5.1.9 Withdrawal of Policy

- i. In the likelihood of this product being withdrawn in future, the Company will intimate the insured person about the same 90 days prior to expiry of the policy.
- ii. Insured Person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period. as per IRDAI guidelines, provided the policy has been maintained without a break.

## 5.1.10 Moratorium Period

After completion of five continuous years under the policy no look back to be applied. This period of five years is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of five continuous years would be applicable from data of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no health insurance claim shall be contestable except for proven fraud specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments, deductibles as per the policy contract. The accrued credits gained under the ported and migrated policies shall be counted for the purpose of calculating the Moratorium period.

#### 5.1.11 Premium Payment in Instalment

If the insured person has opted for Payment of Premium on an instalment basis i.e. Half Yearly, Quarterly or Monthly, as mentioned in Your Policy Schedule/Certificate of insurance, the following Conditions shall apply (not withstanding any terms contrary elsewhere in the Policy)

- 1. In case of monthly mode of premium payment, grace period of 15 days is allowed and would be given maximum two times in a policy period. In case of quarterly and half-yearly and yearly mode of premium payment, grace period will be allowed maximum only once for a period of 30 days for payment of the instalment premium due for the policy.
- 2. If the premium is paid in instalments, coverage will still be available during the grace period.
- 3. The Benefits provided under "Waiting Periods", "Specific Waiting Periods" Sections shall continue in the event of payment of premium within the stipulated grace Period.
- 4. No interest will be charged if the instalment premium is not paid on due date.
- 5. In case of instalment premium due not received within the grace period, the policy will get cancelled.
- 6. In the event of a claim, all subsequent premium instalments shall immediately become due and payable.

The company has the right to recover and deduct all the pending installments from the claim amount due under the policy.

#### 5.1.12 Possibility of Revision of Terms of the Policy Including the Premium Rates

The Company, with prior approval of IRDAI, may revise or modify the terms of the policy including the premium rates. The insured person shall be notified three months before the changes are affected.

#### 5.1.13 Free look period

At the inception of the policy the Insured Person will be allowed a period of 30 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 Insured Person has not made any claim during the free look period, he 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 any expenses incurred by the Insurer on medical examination of the insured person and the stamp duty charges or;

b) 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.

d) Free-look will not be applicable for policies with tenure less than one year.

e) Free-look not applicable in case of renewals.

All rights under this Policy shall immediately stand extinguished on the free look cancellation of the Policy.

#### 5.1.14 Redressal of grievance

We promise to provide the service you want, but sometimes mistakes can happen. If you're not satisfied with our service, we're here to make it right. Your satisfaction is our main concern, especially when things haven't gone as planned.

**Step 1** : Please raise a complaint with us through our Online form, and we would come back to you with a response in 2 business days.

**Step 2** : In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers

No.2/319, Rajiv Gandhi Salai(OMR) Karapakkam,

Chennai - 600097

Call us at

1860 425 0000

1860 258 0000

Drop us an email

care@royalsundaram.in

**Step 3**: In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team

Royal Sundaram General Insurance Co. Limited



Vishranthi Melaram Towers No.2/319 , Rajiv Gandhi Salai(OMR) Karapakkam, Chennai - 600097 Senior Citizen Redressal : 9500413019 Grievance Redressal Officer : Mr. T M Shyamsunder, 9500413094 Drop us an email manager.care@royalsundaram.in Senior Citizen can Write to us at seniorcitizengrievances@royalsundaram.in

**Step 4** : In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers

No.2/319, Rajiv Gandhi Salai(OMR) Karapakkam,

Chennai - 600097

https://www.cioins.co.in/Ombudsman Click here to view Office of the Executive Council of Insurers

Drop us an email

head.cs@royalsundaram.in

Step 5 : In case you are not satisfied with the decision/resolution of the Company, you may approach the IRDAI Grievance Call Center
IRDAI Grievance Call Center
Insurance Regulatory & Development Authority of
India United India Tower, 9th floor, 3-5-817/818
Basheerbagh, Hyderabad- 500 029.

Contact Number: 040-66514888

Call us at

 $1860\ 425\ 0000$ 

1860 258 0000

Drop us an email

gro@royalsundaram.in

#### 5.1.15 Nomination

The policyholder is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made. For Claim settlement under reimbursement, the Company will pay the policyholder. In the event of death of the policyholder, the Company will pay the nominee {as named in the Policy Schedule/Policy Certificate/Endorsement (if any)} and in case there is no subsisting nominee, to the legal heirs or legal representatives of the Policyholder whose discharge shall be treated as full and final discharge of its liability under the Policy.

## 5.2 Specific Terms and Clause

#### 5.2.1 Observance of terms and conditions

The due adherence/observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured Person, shall be a Condition Precedent to any liability to make payment under this Policy.

#### 5.2.2 Material Change

It is a Condition Precedent to the Our's liability under the Policy that the Policyholder shall immediately notify Us in writing of any material change in the risk on account of change in nature of occupation or business at his own expense. We may, in its discretion, adjust the scope of cover and/or the premium paid or payable, accordingly. You must exercise the same duty to disclose those matters to Us before the Renewal, extension, variation, endorsement or reinstatement of the contract.

#### 5.2.3 Automatic Termination

The cover shall terminate immediately on the earlier of the following events:

Upon the death of the Insured Person in which case the Company will refund premium calculated on pro-rata basis for the unexpired period subject there being no claim under the policy.

## 5.2.4 Notice

- a. Notices Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to: a. Policyholder/Insured Person at the address specified in the Policy Schedule/Certificate of Insurance or at the changed address of which the Company must receive written notice.
- b. The Company at the following address: M/s. Royal Sundaram General Insurance Co. Limited., Corporate office: Vishranthi Melaram Towers, No. 2 / 319 Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097
- c. the Company may send the Insured Person other information through electronic and telecommunications means with respect to the Policy from time to time.

## 5.2.5 **Premium Payment in Instalment**

If the insured person has opted for Payment of Premium on an instalment basis i.e. Half Yearly, Quarterly or Monthly, as mentioned in Your Policy Schedule/Certificate of insurance, the following Conditions shall apply (not withstanding any terms contrary elsewhere in the Policy)

- 1. In case of monthly mode of premium payment, grace period of 15 days is allowed and would be given maximum two times in a policy period. In case of quarterly and half-yearly and yearly mode of premium payment, grace period will be allowed maximum only once for a period of 30 days for payment of the instalment premium due for the policy.
- 2. If the premium is paid in instalments, coverage will still be available during the grace period.
- 3. The Benefits provided under "Waiting Periods", "Specific Waiting Periods" Sections shall continue in the event of payment of premium within the stipulated grace Period.
- 4. No interest will be charged if the instalment premium is not paid on due date.
- 5. In case of instalment premium due not received within the grace period, the policy will get cancelled.
- 6. In the event of a claim, all subsequent premium instalments shall immediately become due and payable.

#### 5.2.6 Renewal of Policy

The policy shall ordinarily be renewable except on grounds of fraud, moral hazard, misrepresentation by the insured person. The Company is not bound to give notice that it is due to renewal.

- i. Renewal shall not be denied on the ground that the insured had made a claim or claims in the preceding policy years
- ii. Request for renewal along with requisite premium shall be received by the Company before the end of the Policy Period
- iii. At the end of the Policy Period, the policy shall terminate and can be renewed within the Grace Period of 15 days in monthly and 30 days in case of quarterly, half- yearly



and yearly payments to maintain continuity of benefits without break in policy. If the premium is paid in instalments, coverage will still be available during the grace period.

- iv. If the policy is renewed during grace period, all the credits (sum insured, No Claim Bonus, Specific Waiting periods, waiting periods for pre-existing diseases, Moratorium period etc.) accrued under the policy shall be protected.
- v. If not renewed with in Grace Period after due renewal date, the Policy shall terminate.

No loading shall apply on renewals based on individual claims experience.

#### 5.2.7 Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be governed by Indian law and shall be subject to the jurisdiction of the Indian Courts.

The disputes of quantum of payment of losses shall be preferred to be dealt and resolved under the alternative dispute resolution system including Arbitration and Conciliation Act of India.

#### 5.2.8 Maintenance of Records

As a Condition Precedent, the Insured Person shall keep an accurate record containing all relevant medical records and shall allow the Company or its representative(s) to inspect such records. The Insured Person shall furnish such information as we may require under this Policy at any time during the Policy Period.

#### 5.2.9 Geography

All benefits are available for hospitalization anywhere in the world and all claims shall be payable in India in India Rupees only.

#### **5.2.10** Modifications to the Policy

This Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by a written Endorsement signed and stamped by the Company.

#### 5.2.11 Insurer's rights for admissibility

In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, the Company shall have the right to call for an examination, of either the Insured Person or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by the Company and the opinion of such expert as to such Diagnosis shall be binding on both the Insured Person and the Company.

#### 5.2.12 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.

## 6 CLAIM PROCEDURE

Provided that the due observance and fulfilment 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:

#### 6.1 Claim Documents

The claim form duly completed in all respects along with all documents (if applicable) listed below should be submitted within 30 days from the date of such Accident/Hospitalization (as the case may be):

- 1. Discharge summary (detailed) describing the nature of the complaints and it duration, treatment given, advice on discharge etc issued by the Hospital.
- 2. First consultation papers.
- 3. Doctor's prescription confirming diagnosis/advising hospitalization.
- 4. Proof of accident FIR, medical records etc.
- 5. Confirmation from concerned company/institution on the quantum of EMI and no of EMIs outstanding.
- 6. Subscription confirmation along with monthly subscription fee and tenure.
- 7. Certificate from employer confirming period of absence from duty.
- 8. Certificate from attending physician confirming period of sickness, advise on rest and date from which patient can resume normal duties

#### 6.2 Payment of Claim

- All valid claims will be settled within 15 working days upon receipt of due written evidence of such incident and any further documentation information and assistance that the Company may require. The company shall be released from any obligation to pay benefits if any of the obligations are breached.
- All claims under this Policy shall be payable in Indian Currency.
- 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.

- The claim if admissible shall be paid to the legal heir/ nominee of the proposer in case if the proposer is not surviving at the time of payment of claim
- If a claim is settled for an insured, cover for other insured members under the policy shall continue.
- At the time of claim settlement, Company may insist on KYC documents of the Proposer as per the relevant AML guidelines in force.
- All claims are to be notified to Us within a timeline. In case where the delay in intimation is proved to be genuine and for reasons beyond the control of the Insured Person or Nominee specified in the Policy Schedule/Certificate of Insurance. We may condone such delay and process the claim. Please note that the waiver of the time limit for notice of claim and submission of claim is at Our evaluation.
- The claim documents should be sent to:

#### **Health Claims Department**

Royal Sundaram Alliance Insurance Co Ltd

Vishranthi Melaram Towers,

No.2/319, Rajiv Gandhi Salai (OMR)

Karapakkam, Chennai - 600097

Annexure I:

Council for Insurance Ombudsmen

The contact details of Insurance Ombudsman Office details are as below:

https://www.cioins.co.in/ContactUs

Council for Insurance Ombudsmen Address: Council for Insurance Ombudsmen, 3rd Floor, Jeevan Seva Annexe, S.V.Road,Santacruz (W), Mumbai - 400 054...

## 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 258 0000 or e-mail at <u>care@royalsundaram.in</u> or write us to Royal Sundaram General Insurance Co. Limited, Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

Royal Sundaram General Insurance Co. Limited

IRDAI Registration No.102. | CIN: U67200TN2000PLC045611

Policy Wording – EMI Advantage



EMI Advantage

# This policy offers cover against EMI Protection and Personal Accident benefits. Customer can select any or both the benefits.

## **Personal Accident (Optional)**

## 1. Preamble

This is a contract between the Insured Person and Royal Sundaram General Insurance Co. Limited. subject to the receipt of full premium, Disclosure to Information Norm including the information provided by the Insured Person in the Proposal Form and the terms, conditions and exclusions of this Policy.

If any claim arising as a result of an Injury solely and directly due to an Accident anywhere in the world, that occurred during the Policy Period becomes payable, then the Company shall pay the Benefits in accordance with terms, conditions and exclusions of the Policy.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any one of them shall bear such meaning wherever it appears.

The terms, conditions and exclusions that appear in the Policy or in any Endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.

#### 2. Definitions:

- 1. Accident means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. Adventure or Hazardous Sports/Activities means Anysports or activity which is adventurous in nature uses any apparatus or involves physical movement, rotation, swinging, floating in air or water. These activities include Para sailing, Para gliding, trekking with apparatus, Bungee jumping, para jumping, rock climbing, mountaineering, motor racing, horse racing or deep- sea diving etc. "
- 3. Age means the completed age (in years) of the InsuredPerson as on his/her latest birthday.
- 4. Annexure means a document attached and marked as Annexure to this Policy.
- 5. **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
- 6. **Condition Precedent** means a Policy term or condition upon which Our liability under the policy is conditional upon.
- 7. **Common Carrier** means any land, sea or air conveyance operated under a licence issued by a government authority having jurisdiction for the transportation of fare paying passengers and which has fixed established routes only.



#### 8. Company/We/Our/Insurer/Us

- 9. Company/We/Our/Insurer/Us Royal Sundaram GeneralInsurance Co. Limited
- 10. **Fracture** is a break in continuity of the bone evidenced by an X-Ray and certified by the attending Medical Practitioner.

**11. 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. If the premium is paid in instalments, coverage will still be available during the grace period.

- 12. **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 of 56(1) of the said Act OR complies with all minimum criteria as under:
  - a. Has qualified nursing staff under its employment round the clock;
  - b. 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;
  - c. Has a fully equipped operation theatre of its own where Surgical Procedures are carried out;
  - d. Maintains daily records of patients and makes this accessible to the insurance company's authorized personnel.
- 13. **Hospitalization** means admission in a Hospital for a minimum period of 24 consecutive 'In- patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours
- 14. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function 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 orher 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:
    - i. it needs ongoing or long-term monitoring through consultations, examinations, check- ups, and /or tests
  - ii. it needs ongoing or long-term control or relief of symptoms
    - iii. it requires rehabilitation for the patient or for the patient to be specially trained to cope withit
    - iv. it continues indefinitely
    - v. it recurs or is likely to recur



- 15. **Risk Commencement Date** means the inception date of this Policy as specified in the Policy Schedule/ Certificate of Insurance
- 16. **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.
- 17. **Insured Person** means the person(s) named in the Policy Schedule/ Certificate of Insurance, who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.
- 18. Loss of Daily Living means that the Insured Person is permanently unable to perform independently three or more of the following six activities of daily living:
  - a. Washing: the ability to maintain an adequate level of cleanliness and personal hygiene
  - b. Dressing: the ability to put on and take off all necessary garments, artificial limbs or other surgical appliances that are medically necessary
  - c. Feeding: the ability to transfer food from a plate or bowl to the mouth once food has been prepared and made available
  - d. Toileting: the ability to manage bowel and bladder function, maintaining an adequate and socially acceptable level of hygiene
  - e. Mobility: the ability to move indoors from room to room on level surfaces at the normal place of residence
  - f. Transferring: the ability to move from a lying position in a bed to a sitting position in an upright chair or wheel chair and vice versa.
- 19. **Medical Advice** means any consultation or advise from a Medical Practitioner including the issue of any prescription or follow-up prescription.
- 20. **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.
- 21. **Medically Necessary Treatment** means any treatment, test, medication, or stay in Hospital or part of stay in Hospital which is required for the medical management of the Illness or injury suffered by the Insured Person;
  - i. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.
  - ii. Must have been prescribed by a Medical Practitioner.
  - iii. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India
- 22. **Medical Practitioner** means 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 license.
- 23. **Nominee** means the person named in the Policy Schedule/ Certificate of Insurance who is nominated to receive the benefits under the Policy in accordance with the terms and conditions of the Policy, if You are deceased.

Policy means this Policy document, the Proposal Form and the Policy Schedule/ Certificate of Insurance which form part of the Policy including endorsements, as amended from time to time which form part of the Policy and shall be read together.

- 25. **Policy Period** means the period between the Inception Date and the Expiry Date of the Policy as specified in the Policy Schedule or the date of cancellation of this Policy, whichever is earlier.
- 26. **Policy Year** means a period of 12 consecutive months commencing from the Inception Date.
- 27. **Policy Schedule** means the schedule attached to and forming part of this Policy mentioning the details of the Insured Persons, the Sum Insured, the period and the limits to which benefits under the Policy are subject to, including any Annexures and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
- 28. **Reasonable and Customary 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.

## 3. Basic Cover

The following Benefits shall be available only if specified in the Policy Schedule/Certificate of Insurance, subject to the terms, conditions, limitations and exclusions of the Policy.

## 3.1. Accidental Death

If the Insured Person suffers an Injury solely and directly due to an Accident occurring during the Policy Period which solely and directly results in the Insured Person's death within three hundred and sixty- five (365) days from the occurrence of such Accident the Company will pay the Sum Insured specified in the Policy Schedule/ Certificate of Insurance, provided that:

• The Company will deduct any amounts already paid under Clause 3.2 (Permanent Total Disablement) or 3.3 (Permanent Partial Disablement) of the Basic Cover or Total Temporary Disablement (TTD) in respect of the Insured Person from any amount payable under Clause 3.1 of Basic Cover

## 3.2. Permanent Total Disablement

- i. If the Insured Person suffers an Injury solely and directly due to an Accident occurring during the Policy Period which solely and directly results in the Insured Person's Permanent Total Disability within three hundred and sixty-five (365) days from the occurrence of such Accident the Company will make payment in accordance with the grid below provided that:
- ii. The Permanent Total Disability is proved with a disability certificate issued by a Civil Surgeon or the equivalent appointed by the Central or the State Government being presented to Us; and the Permanent Total Disability continues for a continuous period of at least six (6) calendar months from the commencement of the disability and such disability is permanent at the end of this period;

- iii. If the Insured Person dies before a claim has been admitted under this benefit, The Company shall not be liable to make any payment under this benefit.
- iv. The Company shall deduct any amounts already paid under the any of basic covers or the Total Temporary Disablement in respect of that Insured Person from any amount payable under this benefit.

Nature of Permanent Total Disablement	% of Sum Insured Payable
Actual loss by physical separation ortotal and permanent loss of use of both hands	100%
Actual loss by physical separation ortotal and permanent loss of use of both Feet	100%
Loss of sight in both eyes	100%
Actual loss by physical separation ortotal and permanent loss of use of one hand and one foot	100%
Actual loss by physical separation ortotal and permanent loss of use of one hand and sight in one eye	100%
Actual loss by physical separation ortotal and permanent loss of use of one foot and sight in one eye	100%
Loss of speech and loss of hearing in both ears	100%
Permanent and incurable paralysis of all limbs	100%
Permanent total loss of mastication	100%
The Insured Person suffers Injuries which do not fall within any of the categories specified above but are such that the Insured Person is unlikely to ever be able to physically engage in any occupation or employment or business for remuneration or profit	
	100%

Note: For the purpose of this benefit, 'physical separation' of a hand means separation at or above the wrist and of the foot means separation at or above the ankle.

#### 3.3. Permanent Partial Disablement

i. If the Insured Person suffers an Injury solely and directly due to an Accident occurring

during the Policy Period which solely and directly results in the Insured Person's Permanent Partial Disability within three hundred and sixty-five (365) days from the occurrence of such Accident, The Company will pay the amount specified in the table below;

ii. The Permanent Partial Disability is proved with a disability certificate issued by a Civil Surgeon or the equivalent appointed by the Central or the State Government being presented to Us; and the Permanent Partial Disability continues for a continuous period of at least six (6) calendar months from the commencement of the disability and such disability is permanent at the end of this period;

iii. If the Insured Person dies before a claim has been admitted under this benefit, The Company shall not be liable to make any payment under this benefit.

iv. The Company shall deduct any amounts already paid under the any of basic covers or the Total Temporary Disablement in respect of that Insured Person from any amount payable under this benefit.

Nature of Permanent PartialDisablement	% of Sum Insured Payable
Total and irreversible loss of hearing in both ears	50%
Total and irreversible loss of speech	50%
Actual loss by physical separation or total and permanent loss of use of one hand	50%
Actual loss by physical separation or total and permanent loss of use of one foot	50%
Total and irreversible loss of sight in one eye	50%
Actual loss by physical separation or total and permanent loss of use of four fingers and thumb of one hand	40%
Actual loss by physical separation or total and permanent loss of use of four fingers	30%
Total and irreversible loss of hearing in one ear	30%
Actual loss by physical separation or total and permanent loss of use of thumb and index finger of the same hand	25%
Actual loss by physical separation of all toes	20%



Actual loss by physical separation or total and permanent loss of use of thumb	15%
Actual loss by physical separation ortotal and permanent loss of use of index finger	10%
Non union of fractured leg orkneecap	10%
Loss of thumb-one phalanx	10%
Shortening of leg by at least 5 cm	7.5%
Actual loss by physical separation or total and permanent loss of use of middle finger	6%
Actual loss by physical separation or total and permanent loss of use of ring finger	5%
Actual loss by physical separation or total and permanent loss of use of little finger	4%
Actual loss by physical separation of great toe (both phalanges)	5%
Actual loss by physical separation of great toe (one phalanx)	2%
Actual loss by physical separation of any toes other than the great toe, provided thatmore than one toe is lost	1% each
Loss of metacarpals - first or second (additional) or third, fourth or fifth (additional)	3%



## 3.4. Temporary total disablement (TTD):

Temporary Total Disablement (TTD) means disability which is temporary in nature and wholly and continuously prevents the Insured Person from performing each and every duty pertaining to his occupation during the period of such disablement.

If the Insured Person suffers an Injury solely and directly due to an Accident that occurs during the Policy Period and such Injury solely and directly results in the Temporary Total Disablement of the Insured Person within 365 days from the date of the Accident. The Company will pay an amount equal to 1% of the Sum Insured stated in the Policy Schedule/ Certificate of Insurance up to maximum of Rs.10,000 per week, for the duration of the Temporary Total Disablement provided that, The Company shall not be liable to make payment under this benefit for more than the number of weeks as mentioned in the policy schedule/ Certificate of Insurance in respect of any one Injury calculated from the date of commencement of the Temporary Total Disablement, subject to the availability of the Sum Insured.

## 3.5. Medical Expenses due to Accident

If the Insured Person suffers an Injury solely and directly due to an Accident that occurs during the Policy Period and is hospitalized as an in-patient for 24 continuous hours and more, then the Company will reimburse the insured person the necessary usual and reasonable In-hospital Medical Expenses incurred within twelve months from the date of Accident upto forty percent (40%) of the compensation paid in settlement of a valid claim under this Policy or ten percent (10%) of the Sum Insured or actuals whicheveris less .

It is a condition precedent to the payment of such medical expenses that the medical attendant's detailed account shall be submitted to the Company.

This benefit will be over and above the chosen SI.

## 4. Exclusions

The Company shall not be liable to make any payment for any claim in respect of any Insured Person, directly or indirectly for, caused by or arising from or in any way attributable to any of the following unless otherwise stated in the Policy:

- i. Suicide or attempted Suicide, intentional self-inflicted injury, acts of self-destruction whether the Insured Person is medically sane or insane
- ii. Mental illness or sickness or disease including a psychiatric condition, mental disorders of or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by mental reaction to the same.
- iii. Certification by a Medical Practitioner who shares the same residence as the Insured Person or who is amember of the Insured Person's Family.



- iv. Death or disablement arising out of or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), participation in any naval, military or
- v. air-force operation, civil war, public defence, rebellion, revolution, insurrection, military or usurped power.
- vi. Death or disablement directly or indirectly caused by or associated with any venereal disease, sexually transmitted disease
- vii. Congenital external diseases, defects or anomalies or in consequence thereof.
- viii. Death or disablement directly or indirectly caused due to or associated with human T-call Lymph tropic virus type III (HTLV-III or IITLB-III) or Lymphadinopathy Associated Virus (LAV) and its variants or mutants, Acquired Immune Deficiency Syndrome (AIDS) whether or not arising out of HIV, AIDS related complex syndrome (ARCS) and any injury caused by and/or related to HIV.
- Any change of profession after inception of the Policy which results in the enhancement of Our risk under the Policy, if not accepted and endorsed by Us on the Policy Schedule/ Certificate of Insurance.
- x. Death or disablement arising or resulting from the Insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion with criminal intent.
- xi. Death or disablement arising from or caused due to use, abuse or a consequence or influence of an abuse of any substance, intoxicant, drug, alcohol or hallucinogen.
- xii. Death or disablement resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy or a consequence thereof including ectopic pregnancy unless specifically arising due to accident;
- xiii. Death or disablement caused by participation of the Insured Person in any flying activity including chartered flights except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- xiv. Insured Persons whilst engaging in adventure and hazardous sport, or involving a naval, military or air force operation and is specifically specified in the Policy Schedule/ Certificate of Insurance.
- xv. Working in underground mines, tunnelling or explosives, or involving electrical installation with high tension supply, or as jockeys or circus personnel, or engaged in Hazardous Sports/Activities.
- xvi. Death or disablement arising from or caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
- xvii. 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
- xviii. Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any

Illness, incapacitating disablement or death.

xix. Any physical, medical or mental condition or treatment or service that is specifically excluded in the Policy.

## 5. Claim Procedure

Provided that the due observance and fulfilment 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:

## 5.1. Claim Documentation

The claim form duly completed in all respects along with all documents (if applicable) listed below should be submitted within 30 days from the date of occurrence:

## 5.1.1.Death Claims

- i. Duly completed claim form
- ii. Original Death certificate
- iii. Post-mortem report
- iv. First Information Report
- v. Inquest report/Panchanama Report
- vi. Extract of MLC/Accident Register
- vii. Final report issued by Police Authorities if sought
- viii. Chemical analysis report/viscera report if preserved for analysis
- ix. Admission/Discharge/Death summary issued by the hospital authority
- x. Medical records pertaining to hospitalisation
- xi. English translation of vernacular documents
- xii. Legal Heir Certificate / Succession Certificate or Alternate set of legal documents sought in the absence of nomination
- xiii. Any other document sought by the Company

#### **5.1.2.Disablement Claims**

- xiv. Duly completed claim form along with medical certificate forming part of claim form
- xv. Attending physician's certificate certifying extent of disability
- xvi. First Information Report
- xvii. Medical records pertaining to hospitalisation
- xviii. Photographs of the insured exhibiting disability
- xix. Any other document sought by the Company

## **5.1.3.Additional documents required:**

xx. Temporary total disablement (TTD) – leave certificate from employer confirming

period of absence from work

xxi. Medical Expenses due to accident – All bills in original (with serial number, date and stamp), all receipts for proof of payment, hospital records, doctors' prescriptions for lab tests/medicines

The claim form duly completed in all respects along with all documents (if applicable) listed below should be submitted within 30 days after the occurrence of the event.

## 5.2. Payment of Claim

- All valid claims will be settled within 15 working days upon receipt of due written evidence of such loss and any further documentation information and assistance that the Company may require. The company shall be released from any obligation to pay benefits if any of the obligations are breached.
- All claims under this Policy shall be payable in Indian Currency.
- 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.
- The claim if admissible shall be paid to the legal heir/ nominee of the proposer in case if the proposer is not surviving at the time of payment of claim
- If a claim is settled for an insured, cover for other insured members under the policy shall continue.
- At the time of claim settlement, Company may insist on KYC documents of the Proposer as per the relevant AML guidelines in force.
- All claims are to be notified to Us within a timeline. In case where the delay in intimation is proved to be genuine and for reasons beyond the control of the Insured Person or Nominee specified in the Schedule of Insurance Certificate, We may condone such delay and process the claim. Please note that the waiver of the time limit for notice of claim and submission of claim is at Our evaluation.
- The claim documents should be sent to: Health Claims Department Royal Sundaram Alliance Insurance Co Ltd Vishranthi Melaram Towers,

No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097

#### 6. General Conditions

#### 6.1 Observance of terms and conditions

The due adherence/observance and fulfillment of the terms, conditions and endorsement of this Policy in sofar as they relate to anything to be done or complied with by the Insured Person, shall be a Condition Precedent to any liability to make payment under this Policy.

## **6.2Disclosure to Information Norm**

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration, claim form declaration, medical history on the claim form and connected documents, or any material information having been withheld by You or any one acting on Your behalf, under this Policy.

## **6.3Material Change**

It is a Condition Precedent to Our liability under the Policy that the Policyholder shall immediately notify Us in writing of any material change in the risk on account of change in nature of occupation or business at his own expense. We may, in its discretion, adjust the scope of cover and/or the premium paid or payable, accordingly. You must exercise the same duty to disclose those matters to Us before the Renewal, extension, variation, endorsement or reinstatement of the contract.

## 6.4 Cancellation

a. Cancellation/ Termination (other than Free Look cancellation)

1. Cancellation by Insured Person: You may terminate this Policy during the Policy Period by giving Us at least 30 days prior written notice. We shall cancel the Policy and refund the premium for the balance of the Policy Period in accordance with the table below provided that no claim has been made under the Policy by or on behalf of any Insured Person.

#### i. Annual Policies

Completed tenure of Policy	Retention of Premium
less than 1 month	25% of annual rate
between 1 month and 3 months	50% of annual rate
between 3 months and 6 months	75% of annual rate
Above 6 months	full annual premium

ii. Policy with tenure more than one year

Policy year in which policy is cancelled, we shall retain the premium as per below grid. However, for rest of years 5% of the pro-rated annual Premium amount shall be retained. Pro-rated annual rate will be arrived on the basis of pro-rated rate from the entire tenure premium In the year of cancellation, below grid shall apply for more than one year policies.

Completed tenure of Policy	Retention of Premium
less than 1 month	25% of annual rate
between 1 month and 3 months	50% of annual rate
between 3 months and 6 months	75% of annual rate
Above 6 months	full annual premium

#### **6.5Notice**

- a. Notices Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to: a. Policyholder/ Insured Person at the address specified in the Policy Schedule/Certificate of Insurance or at the changed address of which the Company must receive written notice.
- b. The Company at the following address: M/s. Royal Sundaram General Insurance Co.Limited.,

Corporate office: Vishranthi Melaram Towers, No. 2/319 Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097

c. the Company may send the Insured Personother information through electronic and telecommunications means with respect to the Policy from time to time.

#### **6.6Premium Payment in Instalment**

If the insured person has opted for Payment of Premium on an instalment basis i.e. Half Yearly, Quarterly or Monthly, as mentioned in Your Policy Schedule/Certificate of insurance, the following Conditions shall apply (not withstanding any terms contrary elsewhere in the Policy)

- 1. In case of monthly mode of premium payment, grace period of 15 days is allowed and would be given maximum two times in a policy period. In case of quarterly and half-yearly and yearly mode of premium payment, grace period will be allowed maximum only once for a period of 30 days for payment of the instalment premium due for the policy.
- 2. If the premium is paid in instalments, coverage will still be available during the grace period.
- 3. The Benefits provided under "Waiting Periods", "Specific Waiting Periods" Sections shall continue in the event of payment of premium within the stipulated grace Period.
- 4. No interest will be charged if the instalment premium is not paid on due date.
- 5. In case of instalment premium due not received within the grace period, the policy will get cancelled.
- 6. In the event of a claim, all subsequent premium instalments shall immediately become due and payable.

The company has the right to recover and deduct all the pending installments from the claim amount due under the policy.

#### 6.7 Moratorium Period

After completion of five continuous years under the policy no look back to be applied. This period of five years is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of five continuous years would be applicable from data of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no health insurance claim shall be contestable except for proven fraud specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments, deductibles as per the policy contract. The accrued credits gained under the ported and migrated policies shall be counted for the purpose of calculating the Moratorium period.

#### 6.8 Renewal of Policy

The policy shall ordinarily be renewable except on grounds of fraud, moral hazard, misrepresentation by the insured person. The Company is not bound to give notice that it is due to renewal.

- iii. Renewal shall not be denied on the ground that the insured had made a claim or claims in the preceding policy years
- iv. Request for renewal along with requisite premium shall be received by the Company before the end of the Policy Period
- iii. At the end of the Policy Period, the policy shall terminate and can be renewed within the Grace Period of 15 days in monthly and 30 days in case of quarterly, half- yearly and yearly payments to maintain continuity of benefits without break in policy. If the premium is paid in instalments, coverage will still be available during the grace period.
- vi. If the policy is renewed during grace period, all the credits (sum insured, No Claim Bonus, Specific Waiting periods, waiting periods for pre-existing diseases, Moratorium period etc.) accrued under the policy shall be protected.
- vii. If not renewed with in Grace Period after due renewal date, the Policy shall terminate.

No loading shall apply on renewals based on individual claims experience

## 6.9Fraudulent claims

If a claim is in any way found to be fraudulent, or if any false statement, or declaration is made or used in support of such a claim, or if any fraudulent means or devices are used by the Insured Person or anyone acting on behalf of the Insured Person or any false or incorrect Disclosure to Information Norms to obtain any benefit under this Policy, then the Company may reserve the right to cancel the Policy and all benefits under the Policy shall be forfeited and all sums paid under this Policy shall be repaid to the Company by the Insured Person.

#### 6.10 Nomination

Insured Person is mandatorily required at the inception of the Policy, to make a nomination for the purpose of payment of claims under the Policy in the event of Insured Person death.

Any change of nomination shall be communicated to the Company in writing and such change

shall be effective only when an endorsement on the Policy is made by the Company.

## 6.11 Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be governed by Indian law and shall be subject to the jurisdiction of the Indian Courts.

The disputes of quantum of payment of losses shall be preferred to be dealt and resolved under the alternative dispute resolution system including Arbitration and Conciliation Act of India.

## 6.12 Maintenance of Records

As a Condition Precedent, the Insured Person shall keep an accurate record containing all relevant medical records and shall allow the Company or its representative(s) to inspect such records. The Insured Person shall furnish such information as we may require under this Policy at any time during the Policy Period.

#### 6.13 Geography

This Policy applies to events or occurrences taking place anywhere in the world unless limited under this Policy in a particular benefit or definition or by the Company through an endorsement.

## 6.14 Modifications to the Policy

This Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by a written Endorsement signed and stamped by the Company.

## 6.15 Withdrawal of the Product

This product or any variant/plan under the product may be withdrawn at the Company's option subject change in regulations. In such a case the Company shall notify Policyholder of any such change at least 3 months prior to the date from which such withdrawal shall come into effect or as may be provided by the applicable law.

#### 6.16 Insurer's rights for admissibility

In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, the Company shall have the right to call for an examination, of either the Insured Person or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by the Company and the opinion of such expert as to such Diagnosis shall be binding on both the Insured Person and the Company.

#### 6.17 Renewal

i. This Policy will automatically terminate at the end of the Policy Period. This Policy is ordinarily renewable on mutual consent for life, subject to application of Renewal and realization of

Renewal premium. All Renewal application should reach Us on or before the Policy Period End Date.

- ii. We may in Our sole discretion, revise the Product and Renewal premium payable under the Policy provided that revision to the Renewal premium are in accordance with the IRDAI rules and regulations as applicable from time to time. Renewal premiums will not alter based on individual claims experience. We will intimate You of any such changes at least 3 months prior to date of such revision or modification.
- iii. The premium payable on renewal shall be paid to Us on or before the Policy Period End Date and in any event before the expiry of the Grace Period. For the purpose of this provision, Grace Period means a period of 15 days in case of monthly payments and 30 days in case of quarterly, half- yearly and yearly payments immediately following the Policy Period End Date during which a payment can be made to renew this Policy without loss of continuity benefits such as Waiting Periods and coverage of Pre Existing Diseases. If the premium is paid in instalments, coverage will still be available during the grace period,
- iv. Renewal of the Policy will not ordinarily be denied other than on grounds of moral hazard, misrepresentation or fraud or non-cooperation by You.
- v. We reserve the right to carry out underwriting in relation to any alterations like increase/decrease in Sum Insured, change in plan/coverage, addition/deletion of members, addition/deletion of Medical Conditions, request at the time of Renewal of the Policy. Any request for acceptance of changes on renewal will be subject to underwriting. The terms and conditions of the existing Policy will not be altered.
- vi. This product may be withdrawn by Us after due approval from the IRDAI. In case this product is withdrawn by Us, this Policy can be renewed under the then prevailing Health Insurance Product or its nearest substitute approved by IRDAI. We shall duly intimate You regarding the withdrawal of this product and the options available to You at the time of Renewal of this Policy.

## 6.18 Free Look Provision:

At the inception of the policy the Insured Person will be allowed a period of 30 days from the date of receiptof the policy to review the terms and conditions of the policy and to return the same if not acceptable. If Insured Person has not made any claim during the free look period, he 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 any expenses incurred by the Insurer on medical examination of the insured person and the stamp duty charges or;
- b) 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.
- d) Free-look will not be applicable for policies with tenure less than one year.



 e) Free-look not applicable in case of renewals. All rights under this Policy shall immediately standextinguished on the free look cancellation of the Policy.

## 6.19 Multiple Policies

If multiple certificates are issued under the same Grouppolicy or across multiple group policies in the name of same person then we shall refund the premium of all other policies except the policy with maximum Sum Insured. However, in case of fraud or misrepresentation, all the policies will be cancelled and premium stands forfeited. If customer has multiple policies with different insurers, on occurrence of the insured event, he can claim from all Insurers under all policies.

#### 6.20 Arbitration

If any dispute or difference shall arise as to the quantum 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.

## 6.21 Grievances Redressal Procedure

We promise to provide the service you want, but sometimes mistakes can happen. If you're not satisfied with our service, we're here to make it right. Your satisfaction is our main concern, especially when things haven't gone as planned.

**Step 1** : Please raise a complaint with us through our Online form, and we would come back to you with a response in 2 business days.

**Step 2** : In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team



Royal Sundaram General Insurance Co. Limited Vishranthi Melaram Towers No.2/319 , Rajiv Gandhi Salai(OMR) Karapakkam, Chennai – 600097 Call us at 1860 425 0000 1860 258 0000 Drop us an email care@royalsundaram.in

**Step 3**: In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team Royal Sundaram General Insurance Co. Limited Vishranthi Melaram Towers No.2/319 , Rajiv Gandhi Salai(OMR) Karapakkam, Chennai - 600097 Senior Citizen Redressal : 9500413019 Grievance Redressal Officer : Mr. T M Shyamsunder, 9500413094 Drop us an email manager.care@royalsundaram.in Senior Citizen can Write to us at

seniorcitizengrievances@royalsundaram.in

**Step 4** : In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team



Royal Sundaram General Insurance Co. Limited Vishranthi Melaram Towers No.2/319 , Rajiv Gandhi Salai(OMR) Karapakkam, Chennai - 600097 <u>https://www.cioins.co.in/Ombudsman</u> Click here to view Office of the Executive Council of Insurers Drop us an email

head.cs@royalsundaram.in

Step 5: In case you are not satisfied with the decision/resolution of the Company, you may approach the

IRDAI Grievance Call Center

IRDAI Grievance Call Center

Insurance Regulatory & Development Authority of

India United India Tower, 9th floor, 3-5-817/818

Basheerbagh, Hyderabad- 500 029.

Contact Number: 040-66514888

Call us at

1860 425 0000

1860 258 0000

Drop us an email

gro@royalsundaram.in

#### 6.22 Sanctions Limitation Clause (LMA 3100)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America. Exclusion Clause for Sanctioned Crude Oil

Notwithstanding anything to the contrary contained herein, the cover provided under this policy expressly excludes any loss of and / or damage to crude oil in stocks sourced or purchased from any country or entity which is a target of sanction, prohibition or restriction to which any (re) insurer may be subject pursuant to the Sanctions and Embargo Clause (hereby referred to as Sanctioned Crude Oil).

In the event of a recoverable loss emanating from an area storing Sanctioned Crude Oil, which spreads and/or impacts other areas of the plant/ stock, subject at all times to the Sanctions and Embargo Clause cover shall be provided for all such areas of the plant/stock including the storage tanks where Sanctioned Crude Oil is stored and the non-Sanctioned Crude Oil in stock that may be in the same storage tank(s) and only the Sanctioned Crude Oil in stock will be excluded.

Subject always to the terms, conditions and exclusions of the policy, any processed product that contains Sanctioned Crude Oil shall, to the extent permitted under the Sanctions and Embargo Clause be covered under this policy.

To the extent permitted under the Sanctions and Embargo Clause if any (re) insurer is not able to cover and/or pay claim due the Sanctions and Embargo Clause, only that amount not payable due to the Sanctions and Embargo Clause shall be excluded.

In the event of a loss hereunder to crude oil stocks, the indemnity amount shall, to the extent permitted under the Sanctions and Embargo Clause, be calculated by making an adjustment to exclude Sanctioned Crude Oil in accordance with the latest import / blending log as maintained by the Scheduling and Planning department (or equivalent) at the Refinery location of the incurred loss.

## 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 258 0000 or e-mail at <u>care@royalsundaram.in</u> or write us to Royal Sundaram General Insurance Co. Limited, Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

Royal Sundaram General Insurance Co. Limited

IRDAI Registration No.102. | CIN: U67200TN2000PLC045611

## Annexure I

## **Council for Insurance Ombudsmen**

Contact details: Address: Council for Insurance Ombudsmen, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.

## INSURANCE OMBUDSMAN OFFICE LIST

The contact details of Insurance Ombudsman Office details are as below:

https://www.cioins.co.in/ContactUs