#### Suraksha Kawach Section 2- Personal Accident

Policy Document



## Royal Sundaram General Insurance Co. Limited

Corp. Office: Vishranthi Melaram Towers,

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

Regd. Office: 21, Patullos Road, Chennai - 600 002

### **Part II- Policy Document**

## **Policy Terms and Conditions**

### 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:

- i Accident means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- Adventure or Hazardous Sports/Activities means any sports 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. "
- iii Age means the completed age (in years) of the Insured Person as on his/her latest birthday.
- iv **Annexure** means a document attached and marked as Annexure to this Policy.
- 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
- vi **Condition Precedent** means a Policy term or condition upon which our liability under the policy is conditional upon.
- 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.
- viii Company/We/Our/Insurer/Us Royal Sundaram General Insurance Co. Limited.
- **Fracture** is a break in continuity of the bone evidenced by an X-Ray and certified by the attending Medical Practitioner.
- 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 instalments during the policy period.

- 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 qualified Medical Practitioner(s) in charge round the clock;
  - d. Has a fully equipped operation theatre of its own where Surgical Procedures are carried out;
  - e. Maintains daily records of patients and makes this accessible to the insurance company's authorized personnel.
- 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
- xiii **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
- xiv **Acute condition** Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery
- xv **Chronic condition** A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
  - a. It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests.
  - b.It needs ongoing or long-term control or relief of symptoms
  - c. It requires rehabilitation for the patient or for the patient to be specially trained to cope with it
  - d. It continues indefinitely
  - e. It recurs or is likely to recur
- xvi **Risk Commencement Date** means the inception date of this Policy as specified in the Policy Schedule/ Certificate of Insurance
- xvii **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.
- xviii **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.
- xix **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.
- Medical Advice means any consultation or advice from a Medical Practitioner including the issue of any prescription or follow-up prescription.
- Medical Expenses 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.
- xxii **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;
  - a. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.
  - b. Must have been prescribed by a Medical Practitioner.
  - c. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India
- xxiii **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.
- xxiv **Migration** means a facility provided to policyholders (including all members under family cover and group policies), to transfer the credits gained for pre-existing diseases and specific waiting periods from one health insurance policy to another with the same insurer.
- 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.
- xxvi **Notification of Claim** Notification of claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
- xxviii **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.
- 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.
- xxix **Policy Year** means a period of 12 consecutive months commencing from the Inception Date.
- vxx 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.
- xxxi **Portability** means a facility provided to the health insurance policyholders (including all members under family cover), to transfer the credits gained for, pre-existing diseases and specific waiting periods from one insurer to another insurer.
- xxxii **Pre-Existing Disease** means any condition, ailment, injury or disease:
  - That is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer or For which medical advice or treatment was recommended by, or received from, a physician not more than 36 months prior to the date of commencement of the policy or its reinstatement.
  - Provided that the definition of the pre-existing disease shall not be applicable for Overseas Travel Policies





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

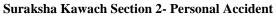
If the Insured Person suffers an Injury solely and directly due to an Accident occurring during the Policy Period which solely and directly results in the Insured Person's death within three hundred and sixty- five (365) days from the occurrence of such Accident the Company will pay the Sum Insured specified 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) under Optional Benefits in respect of the Insured Person from any amount payable under Clause 3.1 of Basic Cover

### 3.2. Permanent Total Disablement

- 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 ii. The Permanent Partial Disability is proved with Permanent Total Disability continues for a a disability certificate issued by a Civil Surgeon or continuous period of at least six (6) calendar the equivalent appointed by the Central or the months from the commencement of the disability State Government being presented to Us; and the and such disability is permanent at the end of this Permanent Partial Disability continues for a period; continuous period of at least six (6) calendar iii. If the Insured Person dies before a claim has been months from the commencement of the disability admitted under this benefit, The Company shall not and such disability is permanent at the end of this be liable to make any payment under this benefit. Period; iv. The Company shall deduct any amounts already iii. If the Insured Person dies before a claim has been paid under the any of basic covers or the Total admitted under this benefit, The Company shall not Temporary Disablement under Optional Benefits be liable to make any payment under this benefit. in respect of that Insured Person from any amount iv. The Company shall deduct any amounts already payable under this benefit, paid under the any of basic covers or the Total







Nature of Permanent Total Disablement	% of Sum Insured Payable
Actual loss by physical separation or total and permanent loss of use of both hands	100%
Actual loss by physical separation or total and permanent loss of use of both Feet	100%
Loss of sight in both eyes	100%
Actual loss by physical separation or total and permanent loss of use of one hand and one foot	100%
Actual loss by physical separation or total and permanent loss of use of one hand and sight in one eye	100%
Actual loss by physical separation or total 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%

Nature of Permanent Partial Disablement	% 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%



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Temporary Disablement under Optional Benefits in respect of that Insured Person from any amount payable under this benefit.

t	Actual loss by physical separation or total and permanent loss of use of index finger	10%
	Non union of fractured leg or kneecap	10%

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;

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 Air Accident Coverage-Death only

If the Insured Person suffers an Injury solely and directly due to an Air 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 subject to;

• The Sum Insured under Section 3.1 (Accidental Death) will not be payable if this option is opted by the Insured Person.





• 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) under Optional Benefits in respect of the Insured Person.

### 4. OPTIONAL BENEFITS

# i. 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.

## ii. Monthly Income Benefit

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 Death or Permanent Total Disablement of the Insured Person within 365 days from the date of the Accident, the Company will pay a fixed benefit mentioned in the Policy Schedule/Certificate of Insurance for the number of months mentioned in the Policy Schedule/ Certificate of Insurance.

This benefit will be over and above the chosen SI.

## iii. 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 up to 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 whichever is 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.

## iv. Carriage of Dead Body

In the event of the death of the Insured Person due to an accident away from his residence, the Company shall pay an additional amount of 2% of the Sum Insured up to maximum of Rs. 10000/- under this benefit towards transportation of the Insured Person's dead body to the place of his residence provided that the Company has accepted the claim under this policy.

This benefit will be over and above the chosen SI.

# v. Educational Grant

In the event of the Death or Permanent Total Disablement and the Company has accepted a claim under this policy in respect of the Insured Person, then in addition to any amount payable under relevant sections, We will also make a onetime payment as specified in the Policy Schedule/ Certificate of Insurance to the surviving dependent child of the Insured Person, for a maximum of 2 children, subject to a maximum limit of Rs.1,00,000 per child.

This benefit shall be payable to the dependent child only up to 25 years of age as on date of occurrence of the event and provided that the dependent child is pursuing an educational course as a full time student at an accredited educational institution and does not have any independent source of income.

This amount is payable only once during the entire lifetime of the policy.

Dependent children shall include legally adopted and step-children, of the Insured Person.

This benefit will be over and above the chosen SI.

# vi. Emergency Domestic evacuation

If the Insured Person suffers an Injury solely and directly due to an Accident, The Company will reimburse the Insured Person for his reasonable & necessary transportation from one Hospital bed to another Hospital bed in case of life threatening emergency condition for treatment of an Injury which is admissible and payable under the Policy, subject to:

- a. Certification by the treating Medical Practitioner of such life threatening emergency condition and confirming that current Hospital does not have suitable medical equipment & technology for the life threatening condition;
- b. Our maximum liability will be limited to the limits Schedule/Certificate of Insurance.

specified

in

c. the Company has accepted the claim under this

- policy;
- d. It is hereby agreed and understood that service provided by the Service Provider under this benefit, The Company make no representation and/ or give no guarantee and/or assume no responsibility for the appropriateness, quality or effectiveness of the service sought or provided. The Emergency Domestic Evacuation service shall be on best efforts basis.
- e. This benefit can be availed once by an Insured Person during a Policy Year.
- f. This benefit is on per Insured Person basis. The Company will assist to transport you safely from one hospital bed to another hospital bed to provide a suitable medical treatment, in case of an accidental medical emergency, wherein the required facilities are not present in the said hospital/medical care centre.

This benefit will be over and above the chosen SI. vii.

### vii. Home Alteration

## & Vehicle Modification Benefit

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 Permanent Total Disablement of the Insured Person within 365 days from the date of that Accident, The Company will reimburse the amount equal to actual expenses or 20% of SI or Rs.1 lac whichever is lower towards the expenses on Home Alteration and Vehicle Modification.

Proof of expenditure in this regard will have to be provided to us. This benefit will be over and above the chosen SI.





### 5. 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 a member of the Insured Person's Family.
- 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.
- ix. 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.
- 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.
- 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.

### 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 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: 6.1.1 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

## 6.1.2 Disablement Claims

- i. Duly completed claim form along with medical certificate forming part of claim form
- ii. Attending physician's certificate certifying extent of disability
- iii. First Information Report
- iv. Medical records pertaining to hospitalisation
- v. Photographs of the insured exhibiting disability
- vi. Any other document sought by the Company

# 6.1.3 Additional documents required for Optional covers

- i. Temporary total disablement (TTD) leave certificate from employer confirming period of absence from work
- ii. 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 iii. Educational grant Bonafide certificate of the student from the educational institution in which the child is studying
  - iv. Home Alteration & Vehicle Modification Benefit Bills/receipts/invoices for the cost incurred towards home alteration or vehicle modification.

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.

### **6.2 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

### 7. General Conditions

#### 7.1. Observance of terms and conditions

The due adherence/observance and fulfillment 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.

#### 7.2. Disclosure 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.

# 7.3. 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.

### 7.4. Cancellation/Termination

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. Short-term(less than one year) Policies prior to commencement of risk We shall retain an amount of 10% of total premium paid.
- ii. Short-term(less than one year) Policies post commencement of risk

Completed tenure of the policy	Retention of Premium amount
0%-25%	40%
26%-50%	60%
51% and above	100%

# iii. 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

### iv. 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

# 2. Cancellation/Termination by Us

The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non disclosure of material facts as sought to be declared on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days' notice in writing by courier/registered post with acknowledgement due to the Insured at his last known address in which case the Company shall not refund to the insured any portion of the premium.

The Insured may also cancel this Policy by giving fifteen (15) days' notice in writing to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of the notice cancel the Policy and refund the premium for the period his Policy will not be in force, by retaining premium as per aforesaid cancellation clause, provided that no refund of premium shall be made if any claim has been made under the Policy by or on behalf of the insured.

## 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.

### **7.5.** 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.

## 7.6. 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 instalments from the claim amount due under the policy.

### 7.7. Fraudulent 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.

## 7.8. Nomination

- a. 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.
- b. 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.

# 7.9. 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.

### 7.10. 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.

# 7.11. 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.

## 7.12. 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.

## 7.13. Withdrawal of the Product

This product or any variant/plan under the product may be withdrawn at the Company's option subject to 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.

## 7.14. 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.

## 7.15. 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.
- vii.Renewal are not applicable in respect of the Insured Person for whom, a claim has been admitted and as it is a one-time benefit during the lifetime of the Insured Person.

#### 7.16. Free Look Provision:





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.

# 7.17. 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.

### 7.18. 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.

# 7.19 Moratorium Period

After completion of five continuous years under this policy no look back would be applied. This period of five years is called as moratorium period. The moratorium would be applicable for the Sum Insured of the first policy and subsequently completion of five continuous years would be applicable from the date of enhancement of sum insured only on the enhanced limits. After the expiry of Moratorium Period no claim under this policy 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 as per the policy. The accrued credits gained under the ported and migrated policies shall be counted for the purpose of calculating the Moratorium period.

### 7.20. 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

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

## 7.21. 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



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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 <a href="mailto:care@royalsundaram.in">care@royalsundaram.in</a> 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