ROYAL SUNDARAM INSURANCE
Sundaram Finance Group

ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED
Regd Office: 21, Patullos Road, Chennai 600 002.
Corporate Office: "Vishranthi Melaram Towers",2/319, Rajiv Gandhi Salai, Karapakkam, Chennai 600 097. Ph: 91-44-7117 7117, 1860 425 0000.
Email:customer.services@royalsundaram.in
Website:www.royalsundaram.in
IRDA Regn. No. 102|CIN-U67200TN2000PLC045611

PROFESSIONAL INDEMNITY POLICY

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1. **OPERATIVE CLAUSE** :

Whereas the insured named in the Schedule hereto and carrying on the business / profession described in the said Schedule has applied to The Royal Sundaram General Insurance Co. Limited., (hereinafter called 'the COMPANY') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnity the Insured against their legal liability to pay compensation including defense costs, fees and expenses anywhere in India in accordance with Indian Law.

2. **INDEMNITY**

The Indemnity applies only to claims arising out of bodily injury and/or death of any patient caused by or alleged to have been caused by error, omission or negligence in professional service rendered or which should have been rendered by the Insured or qualified assistants named in the Schedule or any nurse or technician employed by the Insured (hereinafter referred to as the 'Act')

PROVIDED ALWAYS THAT

(a) such Act during the Period of Insurance results in a claim being first made in writing against the Insured during the policy period as stated in the Schedule.

(b) there shall be no liability here under for any claim made against the insured for act committed or alleged to have been committed prior to the Retroactive Date specified in the Schedule.

For the purpose of determining the Indemnity granted

(a) 'Policy Period' means the period commencing from the effective date hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.

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(b) 'Period of Insurance ' means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.

(c) 'Bodily Injury' means death, injury, illness or disease of or to any person.

3. **LIMIT OF INDEMNITY**

Irrespective of the number of persons or entities named as insured in the Schedule or added by endorsement, the total liability of the Company hereunder for damages inclusive of defense costs (as hereinafter defined) shall not exceed the limit of indemnity set out in the Schedule in respect of any or all claims made against the insured during the currency of this insurance.

4. **DEFENCE COSTS**

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defense or settlement of any claims made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claims made or which or claims are the subject of indemnity by the Policy. Such costs fees and expenses are called 'Defense Costs'.

5. (a) **NOTIFICATION EXTENSION CLAUSE**

Should the Insured notify the Company during the Policy Period in accordance with General Condition No.8.1 of any specific event or circumstance which the company accepts may give raise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claims or claims as if they had first been made against the Insured during the Policy period. The time limit laid down under the Indian Limitation Act in force from time to time.

(b) **EXTENDED CLAIM REPORTING CLAUSE**

a. You can cancel this Policy at any time during the policy period by informing the Company.
b. We can cancel the Policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.
c. The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

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6. **CLAIMS SERIES CLAUSE**

For the purpose of this policy where a series of losses and / or bodily injuries and/or deaths are attributable directly or indirectly to the same cause or error or omission relating to discharge of professional services all such Losses and/or bodily injuries and/or death claims shall be added together and all such losses and/or bodily injuries and/or death shall be treated as one claim and such claim shall be deemed to have been made in writing. There shall, however, be no coverage for claims made arising from one specific cause which are made later than 3 years after the first claim of the series.

7. **EXCLUSIONS**

1. No liability shall attach to the Company in respect of

(i) any criminal act or any act committed in violation of any law or ordinance

(ii) services rendered while under the influence of intoxicants or narcotics

(iii) the performance by dentists and dental surgeons of 1) general anesthesia or 2) any procedure carried out under general anesthesia unless performed in a Hospital,

(iv) the use of drugs for weight reduction

(v) Claims made against the Insured arising from the performance of cosmetic plastic surgery, hair transplants, punch grafts, flap rotations and the like (hereinafter referred to as cosmoses) it being understood that the following shall not be deemed to be cosmoses :

(a) Anaesthetic x-ray or other medical nursing or laboratory services provided in connection with the performance of cosmesis.

(b) Plastic surgical repair of scar tissue being the result of previous surgery unrelated to cosmesis performed by the Insured.

(c) Plastic surgery in connection with burns or other traumatic injury.

(vi) Third Party Public Liability

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(vii) Claims arising from any condition directly or indirectly caused by or associated with Human T-cell Lymphotropic Virus type III (HTLV 111) or LYMPHADENOPATHY ASSOCIATED VIRUS (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it may be named.

2. This Policy does not cover liability

(i) assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

(ii) Arising out of deliberate, willful or intentional non-compliance of any Statutory provision.

(iii) Arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.

(iv) Arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish or shock.

(v) Arising out of fines, penalties, punitive or exemplary damages.

(vi) Directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

(vii) Directly or indirectly caused by or contributed by

i) ionising radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

(viii) arising out of genetic injuries caused by x-ray treatment / diagnosis or treatment/diagnosis with radioactive substances.

(ix) In respect of professional services rendered by the Insured prior to the Retroactive Date in the Schedule.

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(x) The deliberate conscious or intentional disregard of the insured technical or administrative management of the need to take all reasonable steps to prevent claims.

(xi) Injury / death to nay person under a contract of employment or apprenticeship with the Insured their contractor(s) and/or sub-Contractor(s) when such injury/death arises out of the execution of such contract.

8. CONDITIONS

8.1 The Insured shall give written notice to the company as soon as reasonably practicable of any claims made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the company may require. Every claim, writ, summons or process and all documents.0. relating to the event shall be forwarded to the company immediately they are received by the Insured.

8.2 No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the company.

8.3 The company will have the right nut in no case the obligation, to take over and conduct in the name of the insured the defense of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense of any claim may relinquish the same. All amounts expended by the company in the defense, settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy.

In the event that the Company, in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the company in the exercise of such right will serve to modify or expand in any manner, the company's liability or obligations under this policy beyond what this company's liability or obligations would have been had it not exercised its rights under this condition.

8.4 The Insured shall give all such information and assistance as the company may reasonably required.

8.5 The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effected and the Company may amend the terms of this policy.

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Documents required to be submitted by insured for Claim processing:

- Claim form,
- Detailed note on the event leading to the loss, Any Legal notice / summon received from the aggrieved party,
- Defense initiated from your end, if so what are the grounds, Post
- Mortem Report in case of Death Claim,
- Disability certificate in case of Disability claims,
- CKYC documents PAN, ROC certificate, Aadhaar, GST Registration Certificate etc.,
- Any other Document based on nature of claim

8.6 The company may at any time pay to the Insured in connection with any claim or series of claims under this policy to which an indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

8.7 The policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning had been attached in any part of this policy or the Schedule shall bear such specific meaning wherever it may appear. The terms and exclusions of this policy (and any phrase or word contained therein) shall be interpreted in accordance with the Indian Law.

8.8 If at the time of happening of any event resulting into a liability under this policy, there be any other liability insurance or insurance's effected by the Insured or by any other person covering the same liability, then the company shall not be liable to pay or contribute more than its ratable proportion of such liability.

- **Where Bank or other lending or Financial entity is involved -**
  In case there is more than one insurance policy issued to the customer / policyholder covering the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

8.9 This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would but for the existence of this policy, be insured by, any other policy (but not a liability policy) or policies, except in respect of any excess beyond the amount which could have been payable under such policy/policies had this insurance not been effected.

8.10 The Insured can cancel the policy at any time during the policy term, by informing the Company.

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The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured.
The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

8.11 In the event of liability arising under the Policy or the Payment of a claim under this Policy, the limit of indemnity per any one year under the policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstance it shall be permissible to reinstate the aggregate limit of indemnity to the original level even on payment of extra premium.

8.12 It is also hereby further expressly agreed and declared that if the company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of Law then the claim
shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8.13 The company shall not be liable to make any payment under this policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.

8.14 **POLICY DISPUTES CLAUSE** :

Any dispute concerning the interpretation of the terms conditions limitations and/or exclusions contained herein is understood and agreed to by both the Insured and company to be subject to India Law. Each party agree to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

Renewal notice:
The Company shall not be bound to accept any renewal premium nor give notice that such is due.

The product / plan may be withdrawn at any time, by giving a notice before 3 months from the next renewals to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded / updated in the policy. When the policy is withdrawn, the product / plan shall

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not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

Grievance Redressal Procedure:

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows

1. In case of any grievance You may contact the company through

Website: https://www.royalsundaram.in/customer-service

Contact Numbers: 1860 258 0000, 1860 425 0000

E-mail: manager.care@royalsundaram.in

Sr. Citizen can email us at: seniorcitizengrievances@royalsundaram.in

Fax: 044-7117 7140

Courier: Grievance Redressal Unit

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers,

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

Chennai – 600097.

You may also approach the grievance cell at any of the company's branches with the details of grievance. If You are not satisfied with the redressal of grievance through one of the above methods, You may contact the grievance officer

Mr. T M Shyamsunder

Grievance Redressal Officer,

Royal Sundaram General Insurance Co. Limited,

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

Karapakkam,

Chennai – 600097.

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For updated details of grievance officer, kindly refer the link http://www.royalsundaram.in.

If You are not satisfied with the redressal of grievance through above methods, the You may also

approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system https://bimabharosa.irdai.gov.in.

2. Consumer Affairs Department of IRDAI

a. In case if it is not resolved within 15 days or if You are unhappy with the resolution, You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at https://bimabharosa.irdai.gov.in/

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.

c. You can visit the portal https://bimabharosa.irdai.gov.in/ for more details.

3. Insurance Ombudsman

If the **Insured / insured member** is not satisfied with the redressal of grievance through above methods, the **insured / insured member** may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. You can approach the Council for Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers are available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in. For the updated list of the offices of the Insurance Ombudsman, request you to visit the website of the Council for Insurance Ombudsman at https://www.cioins.co.in/ombudsman or on our company website at www.royalsundaram.in. You can also lodge online complaint with the Council for Insurance Ombudsman through the website of Council for Insurance Ombudsmen (CIO) at www.cioins.co.in.

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Details of Insurance Ombudsman Offices				
S No	**Office of Insurance Ombudsman**	**Address**	**E-mail**	**Landline NOs.**
1	AHMEDABAD	Jeevan Prakash, 6th floor, Near S.V.College Relief Road, Tilak Marq, Ahmedabad- 380 001.Guiarat	oio.ahmedabad@cioins.co.in	079-25501201 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, No. 19/19 24th Main Rd, 1st Phase J.P.Nagar, Bengaluru-560 078.	oio.bengaluru@cioins.co.in	080-26652048 080-26652049
3	BHOPAL	LIC of India Zonal Office Bldg. 1st Floor South Wing,Jeevan Shikha Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	oio.bhopal@cioins.co.in	0755-2769201 0755-2769202 0755-2769203 0755-2769200
4	BHUBANESWAR	62, Forest Park, Bhubaneswar, PIN -751009.	oio.bhubaneswar@cioins.co.in	0674-2596455 0674-2596429 0674-2596003 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldq. SCO 20-27 Sector 17-A, Chandigarh -160 017	oio.chandiqarh@cioins.co.in	0172-2706468 0172-2773101 0172-2990938 0172-2706196 0172-2707468 0172-2772101 0172-2990942
6	CHENNAI	Fatima Akhtar Court 4th flr 453 (old 312), Anna Salai Teynampet Chennai 600 018	oio.chennai@cioins.co.in	044-24333668 044-24333678
7	IDELHI	2/2 A 1st Floor Universal Ins. Building Asaf Ali Road New Delhi- 110 002.	oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg., 5th Floor, Near Pan Bazar S.S. Road, Guwahati-781001	oio.guwahati@cioins.co.in	0361-2631307 0361-2632204 0361-2732937 0361-2632205
9	HYDERABAD	6-2-46, 1st Floor, Moin Court Lane Opp.Hyundai Showroom, A.C.Guards, Lakdi-ka-pool Hyderabad 500 004	oio.hyderabad@cioins.co.in	040-23376991 040-23312122 040-23376599 040-23328709 040-23325325
10	JAIPUR	Jeevan Nidhi II, Ground Floor, Bhawani Singh Road, Ambedkar Circle , Jaipur -302 005	oio.jaipur@cioins.co.in	0141-2740363

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11	KOCHI	10th Floor, LIC Bldg, Jeevan Prakash Opp MaharajCollege Ground M.G.Road, Ernakulam, Kochi- 682 011	oio.ernakulam@cioins.co.in	0484-2358759 0484-2358734 0484-2358336
12	KOLKATA	7th Floor of Hindusthan Building (Annex), 4,C R Avenue Kolkata-700 072	oio.kolkata@cioins.co.in	033-22124339 033-22124341
13	LUCKNOW	leevan Bhavan Phase II, 6th Floor, Nawal Kishore Road, Hazratganj,Lucknow- 226 001	oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	IIIrd Floor, Jeevan Seva Annexe S.V.Road, Santacruz West Mumbai-400 054	oio.mumbai@cioins.co.in	022-69038800 022-69038827/8829 022-69038831/8832 022-69038833
15	NOIDA	Bhagwan Sahai Palace, 4th flr Main Road, Naya Bans Sector 15, Noida-201301 Dist G.B.Naqar Uttar Pradesh	oio.noida@cioins.co.in	0120- 2514252 0120-2514253 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road Patna- 800 001	oio.patna@cioins.co.in	1061-22547067 1061-22547068
17	PUNE	3rd Floor, Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road, Narayan Peth, Pune- 411030.	oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West),Thane-400 604	oio.thane@cioins.co.in	022-20812868 022-20812869