## 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

### LOAN ASSURE – SECTION 3 – PERSONAL ACCIDENT

## **Personal Accident**

### 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.

### 1. **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. Bank means a banking Company which transacts the business of banking in India.
- 6. **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 bodyred
  - b.External Congenital Anomaly Congenital anomaly which is in the visible and accessible



parts of the body

- 7. **Condition Precedent** means a Policy term or condition upon which Our liability under the policy is conditional upon.
- 8. **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.

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

- 10. Company/We/Our/Insurer/Us Royal Sundaram GeneralInsurance Co. Limited
- 11. **Financial Institution** shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non-Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934
- 12. **Fracture** is a break in continuity of the bone evidenced by an X-Ray and certified by the attending Medical Practitioner.
- 13. **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 chargeround 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.
- 14. **Hospitalization** means admission in a Hospital for a minimum period of 24 consecutive 'Inpatient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours
- 15. **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, illnessor injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery
  - b. Chronic condition A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
    - 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
- 16. Insured Event means any event specifically mentioned as covered under this Policy.
- 17. Risk Commencement Date means the inception date of this Policy as specified in the Policy Schedule/ Certificate of Insurance
- 18. 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.
- 19. 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.
- 20. 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.

**21. Medical Advice** means any consultation or advise from a Medical Practitioner including the issue of any prescription or follow-up prescription.

## 22. 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.

23. Medically Necessary Treatment means any treatment, test, medication, or stay in Hospital or part of stay in Hospital which

a. Is required for the medical management of the Illness or injury suffered by the Insured Person;

b. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.

- c. Must have been prescribed by a Medical Practitioner.
- d. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India

24. 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.

25. 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

26. Notification of claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

27. 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.

28. 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.

29. Policy Year means a period of 12 consecutive months commencing from the Inception Date.

30. 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.

31. 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.

32. Sum Insured which is the maximum liability of the Company under this Policy shall mean:

a) Fixed Sum Insured shall mean sum insured as specified in the policy/certificate of insurance schedule

b) Reducing Balance Sum Insured shall mean the following:

i) The percentage of sum insured as per the Amortization Chart specified as per Annexure- II.ii) For the purpose of this definition as well as claim payment purposes, the amortization schedule prepared by the Financial Institution shall not apply.

33. Pre-existing disease means any condition, aliment, 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.

Provided that the definition of the pre-existing disease shall not be applicable for Overseas Travel Policies.

#### **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.

#### 1.1. 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 (fixed or reducing balance sum insured as opted by the insured person) specified in the Policy Schedule/ Certificate of Insurance, provided that:

- The Company will deduct any amounts already paid under Clause 1.2 (Permanent Total Disablement) or 1.3 (Permanent Partial Disablement) in respect of the Insured Person from any amount payable under Clause 1.1 of Basic Cover
- If an accident is reported under Personal Accident section under Section 1,3, (Permanent Partial Disablement) resulting in claim payment of less than 100% of the sum insured, then post reporting of a claim under Personal Accident Section, balance of sum insured remaining out of the 100%, only, will be considered for subsequent claims under Personal Accident and Criti Assure (Loan Assure Section 1) sections
- In the event of 100% claim settlement under Criti Assure (Loan Assure Section 1) or Personal Accident (Sub-section 1.1, 1.2 or 1.3) section, the cover under Loan Assure policy in respect of all sections will stand terminated.

### **1.2.** 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 any of the basic covers

Nature of Permanent Total Disablement	% of SI 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 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%

in respect of that Insured Person from any amount payable under this benefit.

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.

### **1.3.** 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 in respect of that Insured Person from any amount payable under this benefit.

Nature of Permanent Partial Disablement	% of SI Payable	
Total and irreversible loss of hearing in both ears	50%	
Total and irreversible loss of speech	50%	

Nature of Permanent PartialDisablement	% of SI Payable
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 that more than one toe is lost	1% each
Loss of metacarpals - first or second (additional) or third, fourth or fifth (additional)	3%

### 2. 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:

- 2.1. Any claim arising on account of or in connection with any Pre-Existing Disease(s)/Condition
- 2.2. Suicide or attempted Suicide, intentional self-inflicted injury, acts of self-destruction whether the Insured Person is medically sane or insane
- 2.3. 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.
- 2.4. Certification by a Medical Practitioner who shares the same residence as the Insured Person or who is amember of the Insured Person's Family.
- 2.5. 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 air-force operation, civil war, public defence, rebellion, revolution, insurrection, military or usurped power.
- 2.6. Death or disablement directly or indirectly caused by or associated with any venereal disease, sexually transmitted disease
- 2.7. Congenital external diseases, defects or anomalies or in consequence thereof.
- 2.8. 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.
- 2.9. 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.
- 2.10. 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.
- 2.11. 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.
- 2.12. 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;
- 2.13. 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.
- 2.14. 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.

- 2.15. 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.
- 2.16. 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.
- 2.17. 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
- 2.18. 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.
- 2.19. Any physical, medical or mental condition or treatment or service that is specifically excluded in the Policy.

## 3. Claim Procedure

Provided that the due observance and fulfilment of the terms and conditions of this Policy (conditions and all Endorsementshereon 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:

**3.1.** 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:

## 3.1.1. 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
- 3.1.2. 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

### 3.2. Payment of Claim

- All valid claims will be settled within 30 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



#### 4. General Conditions

#### 4.1. 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.

#### 4.2. 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.

#### 4.3. Material Change

It is a Condition Precedent to the 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.

#### 4.4. 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. 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. Prorated annual rate will be arrived on the basis of pro-rated rate from the entire tenure premium.

Completed tenure of Policy	ntion 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

In the year of cancellation, below grid shall apply for more than one year policies.

### 2. Cancellation/Termination by Us

The Company may at any time cancel this Policy on the grounds of misrepresentation, 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.

### 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.

### 4.5. Notice

- b. 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.
- c. 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

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

### 4.6. 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.

### 4.7. Nomination

- e. 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.
- f. 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.

### 4.8. 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.

### 4.9. 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.

### 4.10. 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.

# 4.11. 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.

## 4.12. 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.

## 4.13. 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.

# 4.14. 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 standextinguished on the free look cancellation of the Policy.

# 4.15. 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.

# 4.16. 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.

### 4.17. 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 5 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 and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments, deductibles as per the policy contract.

## 4.18. Grievances Redressal Procedure

We are concerned about you. If you are not happy with our service or in case you have any query or complaint/grievance against us, please follow the steps given below:

Step 1: Customer Services Team

Please raise a complaint with us through our Online form or Email us to our customer service desk at care@royalsundaram.in

Royal Sundaram General Insurance Co. Ltd

Vishranthi Melaram Towers



No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097 Call us at: 1860 258 0000 / 1860 425 0000

### Step 2: Manager - Care

In case the response provided does not meet your expectation or have not received any response within 7 days, you may write to Manager.Care@royalsundaram.in

Step 3: The Head – Customer Service

In case the response provided does not meet your expectation or have not received any response within 7 days, you may write to Head.CS@royalsundaram.in

Step 4: The Grievance Redressal Officer

In case the response provided still does not meet your expectation or have not received any response within 10 days, you may write to GRO@royalsundaram.in

### Step 5

If after following Step 1,2,3 and 4 as stated above your issue remains unresolved, you may approach the Insurance Ombudsman for Redressal. Contact Details of Insurance Ombudsman Refer our Company Website for list of Insurance Ombudsman

Insurance Ombudsman addresses -https://www.cioins.co.in/ContactUs

Grievance may also be lodged at -

Registration of Complaints in Bima Bharosa by Policyholders:

Can directly register complaint in the Bima Bharosa Portal https://bimabharosa.irdai.gov.in/

Can send the complaint through Email to complaints@irdai.gov.in.

Can call Toll Free No. 155255 or 1800 4254 732.

Apart from the above options, if it is felt necessary by the complainant to send the communication in physical form, the same may be sent to IRDAI addressed to:

General Manager

Insurance Regulatory and Development Authority of India(IRDAI)

Policyholder's Protection & Grievance Redressal Department – Grievance Redressal Cell.

Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500 032.

No loading shall apply on renewals based on individual claims experience. Insurance is the subject matter of solicitation.

.Grievance may also be lodged at -

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1. Can directly register complaint in the Bima Bharosa Portal https://bimabharosa.irdai.gov.in/

2. Can send the complaint through Email to complaints@irdai.gov.in.

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Policyholder's Protection & Grievance Redressal Department – Grievance Redressal Cell.

Sy.No.115/1, Financial District, Nanakramguda,

Gachibowli, Hyderabad – 500 032

#### **Information about Us**

to:

The Royal Sundaram General Insurance Co. Limited Address - Vishranthi Melaram Towers,

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

Karapakkam, Chennai - 600097

Web: www.royalsundarm.in

E-mail: <a href="mailto:customer.services@royalsundarm.in">customer.services@royalsundarm.in</a>



### Customer Service : 18602580000/18604250000

#### 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.



Annexure-II

Reducing Balance – Amortization chart

Month	Policy Term (Years)				Pol	
With	1	2	3	4	5	
1	100%	100%	100%	100%	100%	
2	92%	96%	98%	98%	99%	
3	84%	92%	95%	97%	97%	
4	76%	88%	93%	95%	96%	
5	68%	85%	90%	93%	95%	
6	59%	81%	88%	91%	93%	
7	51%	77%	85%	89%	92%	
8	43%	73%	83%	88%	91%	
9	34%	69%	80%	86%	89%	
10	26%	65%	77%	84%	88%	
11	17%	61%	75%	82%	86%	
12	9%	56%	72%	80%	85%	
13	0%	52%	70%	78%	83%	
14		48%	67%	76%	82%	
15		44%	64%	74%	81%	
16		40%	62%	73%	79%	
17		35%	59%	71%	78%	
18		31%	56%	69%	76%	
19		27%	53%	67%	75%	
20		22%	51%	65%	73%	
21		18%	48%	63%	72%	
22		14%	45%	61%	70%	
23		9%	42%	59%	68%	

24	5%	39%	57%	67%
25	0%	36%	54%	65%
26		33%	52%	64%
27		31%	50%	62%
28		28%	48%	60%
29		25%	46%	59%
30		22%	44%	57%
31		19%	42%	56%
32		16%	40%	54%
33		12%	37%	52%
34		9%	35%	51%
35		6%	33%	49%
36		3%	31%	47%
37		0%	28%	45%
38			26%	44%
39			24%	42%
40			22%	40%
41			19%	38%
42			17%	37%
43			15%	35%
44			12%	33%
45			10%	31%
46			7%	29%
47			5%	27%
48			2%	26%
49			0%	24%
50				22%

51			20%
52			18%
53			16%
54			14%
55			12%
56			10%
57			8%
58			6%
59			4%
60			2%
61			0%