

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.

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

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

#### 2. Definitions

In this Policy the singular will be deemed to include the plural, the male gender includes the female where the context permits, and the following words or phrases shall have the meanings attributed to them wherever they appear in this Policy.

#### I. Accident

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

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

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

## **III. Commencement Date**

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

#### **IV. Condition Precedent**

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

## V. Congenital Anomaly

Congenital Anomaly means a condition 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. Day Care Centre:

A day care centre means any institution established for day care treatment of illness and/or injuries or a medical setup with a hospital and which has been registered with the local authorities, wherever applicable, and is under supervision of a registered and qualified medical practitioner and must comply with all minimum criterion as under

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i) has qualified nursing staff under its employment; ii) has qualified medical practitioner/s in charge; iii) has fully equipped operation theatre of its own where surgical procedures are carried out; iv) maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.

## VII. Equated Monthly Instalment (EMI)

Equated Monthly Instalment or EMI amount means and includes the amount of recurring monthly payment liability of Insured Person.

For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured prior to the occurrence of the accident or sickness will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

- i. **Grace period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre existing diseases. If the premium is paid in instalments, coverage will still be available during the grace period.
- ii. **Hospital** means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:
  - 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 these accessible to the insurance company's authorized personnel;
- Hospitalization or Hospitalized 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.
- iv. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
  - a. Acute condition Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his 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:
  - 1. it needs ongoing or long-term monitoring through consultations, examinations, checkups, and /or tests
  - 2. it needs ongoing or long-term control or relief of symptoms
  - 3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
  - 4. it continues indefinitely

5. it recurs or is likely to recur



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v. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical

Practitioner.

- vi. **Material Fact** shall mean and include all important, essential and relevant information in the context of underwriting the risk to be covered by the Company vii. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- wiii. **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.
- Medical Practitioner 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.
- x. **Medically necessary treatment** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:
  - a. is required for the medical management of the illness or injury suffered by the insured;
  - 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.
- xi. **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** 

- xii. **Notification of claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
- Pre-Existing Disease means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 36 months prior to the first policy issued by the insurer and renewed continuously thereafter.
- xiv. **Policy** means our contract of insurance with the Policyholder providing cover as detailed in this Policy terms and conditions, the proposal form,

Policy Schedule/Insurance Certificate, Information

Summary Sheet, Endorsement/s, if any and Annexure, which form part of the contract and must be read together

- xv. **Policy Period** is the period between the inception date and the expiry date of the Policy as specified in the Policy Schedule/Certificate of Insurance or the date of cancellation of this Policy, whichever is earlier
- 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.
- xvii. **Policy Year** means the period of one year commencing on the date of commencement specified in the Policy Schedule/ Certificate of Insurance or any anniversary thereof.



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- xviii. **Portability** means transfer by an individual health insurance policyholder (including family cover) of the credit gained for Pre-existing conditions and time bound exclusions if he/she chooses to switch from one Company to another.
- Renewal means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.
- xx. **Surgery or Surgical Procedure** means manual and/ or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.
- xxi. Waiting Period means a time-bound exclusion period related to condition(s) specified in the Policy Schedule/Certificate of Insurance or the Policy which shall be served before a claim related to such condition(s) becomes admissible.

#### 3. Benefits

The Policy shall pay lumpsum amount as mentioned below subject to a maximum of Sum Insured as stated under Schedule/ Certificate of Insurance for Insured Event, subject to terms, conditions, limitations and exclusions mentioned therein.

## 3.1 EMI Protection Coverage in case of Accident

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 inability to attend his work duties, the Company will pay the Sum Insured specified in the Policy Schedule/ Certificate of Insurance subject to following criteria:

- If Insured Person is unable to carry out work duties for 3-6 weeks, we will pay 1 EMI
- If Insured Person is unable to carry out work duties for 7-9 weeks, we will pay 2 EMIs
- If Insured Person unable to carry out work duties for 10 or more weeks, we will pay of 3 EMIs This benefit is payable only once during the Policy Year.

### 3.2 EMI Protection Coverage in case of Sickness

If the Insured Person suffers from sickness occurring during the Policy Period which solely and directly results in the Insured Person's hospitalization, the Company will pay the Sum Insured as specified in the Policy Schedule/Certificate of Insurance subject to following criteria:

• If Insured Person is admitted in the hospital for 10 or more days in case of sickness, we will pay 1 EMI This benefit is payable only once during the Policy Year.

It is important to clarify here that Insured Person has an option to choose either EMI Protection in case of accident or EMI protection in case of sickness or can opt for both the sections.

### 3.3 Specific Conditions Applicable

- 1. The cover as described under this Section, for specific Insured Person, shall cease upon a claim being admitted for one incident of accident or sickness for which specified EMI/s have been paid in the case of annual policies. However, in the case of long term policies(policies with term more than 12 months), this cover shall be available on a per policy year basis till expiry date specified in the Policy Schedule/Certificate of Insurance.
- 2. The maximum limit payable under this section shall not exceed Rs. 5 lacs per EMI.

## 4. Waiting Period:



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All the Waiting Periods shall be applicable individually for each Insured Person and claims shall be assessed accordingly. On Renewal, if an increased Sum Insured is applied, the Waiting Periods would apply afresh to the extent of the increase in Sum Insured only, subject to Underwriting Guidelines and in accordance with the existing Guidelines of the IRDAI. Waiting Period are applicable only for Section 3.2 of this cover.

The Company shall not be liable to make any payment under this Policy for, arising out of or howsoever attributable to any of the following Waiting Periods:

## 4.1. Pre-existing Diseases Waiting Period:

All Pre-existing Diseases that occurs/ manifest or diagnosed during the Policy/ Coverage Period shall not be covered until such time of continuous coverage as specified in Policy Schedule/ Certificate of Insurance have elapsed since the inception of the First Policy with the Company.

#### 4.2. Initial Waiting Period:

We will not cover any treatment taken during the initial waiting period as specified in the policy schedule since the date of commencement of the Policy, unless the treatment needed is the result of an Accident/Injury. This exclusion shall not apply for any subsequent and continuous Renewals of Your Policy provided that there is no break in the insurance cover.

#### 5. Exclusions:

- i. Convalescence, general debility, `Run-down' condition or rest cure, Congenital Anomalies, Tubectomy, Vasectomy, Venereal disease, intentional self-injury, drug overdose or attempted suicide.
- ii. All expenses arising out of any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus Type III (HTLB-III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS/HIV.
- iii. Claims directly or indirectly caused by or arising from or attributable to:

War, Invasion, Act of Foreign Enemy, Warlike Operations (whether war be declared or not).

- a. b. Biological, nuclear or chemical terrorism.
- b. Nuclear weapons/materials or Radioactive Contamination.
- c. Ionising radiation or contamination by any Nuclear fuel or from any Nuclear waste from burning Nuclear fuel or.
- d. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or part of it.
- iv. Any claim arising out of use/misuse or abuse of alcohol, solvents, substance or drugs (whether prescribed or not) except burns.
- v. Any claim arising whilst engaging in speed contest or racing of any kind, bungee jumping, parasailing, ballooning, flying an aircraft otherwise than as a passenger on a regular air carrier, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports and boxing, caving, horse racing, jet skiing, martial arts, off piste skiing, scuba diving, any flying activity (other than as a passenger in a commercially licenced aircraft) and activities of similar hazard.



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- vi. Complication of any surgery, therapy or treatment administered on the Insured Person which is not prescribed or required by a Specialist Medical Practitioner/Registered Medical Institution in their professional capacity.
- vii. Insured's/Proposer's involvement in any activities resulting in any breach of law with criminal intent. viii. Any alternative treatment ix. If the Insured does not submit a medical certificate from the Doctor evidencing diagnosis of Illness or Injury or occurrence of the medical event or the undergoing of the medical/surgical procedure.
- x. Any medical procedure or treatment, which is not medically necessary or not performed by a Doctor.
- xi. Any treatment/surgery for change of sex or any cosmetic surgery or treatment/surgery/complications/illness arising as a consequence thereof.
- Any events occurring before the commencement of the cover or otherwise outside the Period of Insurance; xiii. Arising out of or as a result of attempted suicide or suicide, any sexually transmitted diseases, sexually transmitted conditions, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immunodeficiency Virus) and / or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome) AIDS related complex syndrome (ARCS) and all diseases caused by and/ or related to the HIV, insanity and / or any mutant derivative or variations thereof howsoever caused. xiv. Self-endangerment unless in self-defense or to save life xv. participation in riots, confiscation or nationalization or requisition of or destruction of or damage to property by or under the order of any Government or local authority.
- xvi. arising out of or resulting directly or indirectly due to or as a consequence of pregnancy or treatment traceable to infirmity, pregnancy and childbirth, abortion, Miscarriage and its consequences, tests and treatment relating to infertility and invitro fertilization.
- xvii. Arising out of or resulting directly or indirectly while serving in any branch of the Military or Armed Forces of any country during war or warlike operations.
- xviii. Nuclear, Chemical, Biological Terrorism as per below mentioned Exclusion Clause:

The Insurance under this Policy shall not extend to cover Death, disablement, injury or medical expenses resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement "Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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



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#### 6. Claim Procedure

Provided that the due observance and fulfilment of the terms and conditions of this Policy (conditions and all Endorsements hereon are to be read as part of this Policy) shall, so far as they relate to anything to be done or not to be done by the Insured and /or Insured person, be a condition precedent to any liability of the Company under this Policy. The Claims Procedure is as follows:

#### **6.1 Claim Documents**

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

- 1. Proof of hospitalization due of sickness i.e Hospital records such as discharge summary.
- 2. Proof of accident FIR. medical records etc.
- 3. Confirmation from concerned company/institution on the quantum of EMI and no of EMIs outstanding
- 4. Certificate from employer confirming period of absence from duty.
- 5. Certificate from attending physician confirming period of sickness, advise on rest and date from which patient can resume normal duties

## 6.2 Payment of Claim

- All valid claims will be settled within 30 working
  days upon receipt of due written evidence of such
  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.
- timeline. In case where All claims are be notified to Us within a the delay in intimation is proved to be genuine and for reasons beyond the control of the Insured Person or Nominee specified in the Policy Schedule/Certificate of Insurance, We may condone such delay and note that the waiver of the time limit for notice of process the claim. Please 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,



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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. Portability Option

The insured Person will have the option to port the policy to other insurers as an extant Guidelines related to portability. If such person is presently covered and has been continuously covered without any lapses under any health insurance plan with an Indian General/Health insurer as per Guidelines on portability, the proposed Insured Person will get all the accrued continuity benefits in waiting periods as under:

- i. The waiting periods as specified in Section 4 shall be reduced by the number of continuous preceding years of coverage of the Insured Person under the previous health insurance policy.
- ii. Portability benefit will be offered to the extent of sum of previous sum insured and accrued bonus (as part of the base sum insured), portability benefit shall not apply to any other additional increased Sum Insured.

For Detailed Guidelines on Portability, kindly refer the below link: -

https://www.royalsundaram.in/health-insurance/health-insurance-portability

### 7.5. 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%



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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

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.

#### 7.6. 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.



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### 7.7. 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.

## 7.8. Renewal of Policy

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

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

No loading shall apply on renewals based on individual claims experience

#### 7.9. 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.

#### 7.10. 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.



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### 7.11. Policy Disputes

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

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

#### 7.12. Maintenance of Records

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

### 7.13. Geography

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

## 7.14. Modifications to the Policy

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

#### 7.15. 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.

## 7.16. Insurer's rights for admissibility

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

#### 7.17. Renewal Conditions

- 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.



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- 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.

#### 7.18. Free Look Provision:

At the inception of the policy the Insured Person will be allowed a period of 30 days from the date of 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.

### 7.19. 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.

#### 7.20. 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.



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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.

### 7.21 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.

#### 7.22. Grievances Redressal Procedure

In case of any grievance the insured person may contact the company through

Website: https://www.royalsundaram.in

Grievance Redressal: <a href="https://www.royalsundaram.in/customer-service">https://www.royalsundaram.in/customer-service</a>

You may call us at - 1860 258 0000, 1860 425 0000

### Email:

Please raise a complaint with us through e mail - care@royalsundaram.in, and we would come back to you with a response in 24 hours.

In case you are not satisfied with our response or have not received any response in 24 hours, you may write to manager.care@royalsundaram.in

If you feel you are not heard of or have not received any response in 2 business days, you may escalate it to head.cs@royalsundaram.in

In case you are not happy with our response or have not received any response in 2 business days, you may approach gro@royalsundaram.in - GRO Contact Number - 7228087400

Sr. Citizen can email us at : <u>seniorcitizengrievances@royalsundaram.in</u> Senior Citizen Grievance Number - 7228933501 (A separate e-mail id for Senior Citizens has been created for the ease and convenience of Senior citizens)

Fax us at: 044 – 7117 7140

Courier us your complaint at:

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers,

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

Karapakkam, Chennai – 600097

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.



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If Insured person is not satisfied with the Redressal of grievance through one of the above methods, insured person may contact the grievance officer at

## 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

For updated details of grievance officer, kindly refer the link <a href="http://www.royalsundaram.in">http://www.royalsundaram.in</a>

If Insured person is not satisfied with the Redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for Redressal of grievance as per insurance Ombudsman Rules 2017.

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 <a href="mailto:complaints@irdai.gov.in">complaints@irdai.gov.in</a>.

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.

## 7.23 Migration

The Insured Person will have the option to migrate the Policy to other health insurance products/plans offered by the company as per extant Guidelines related to Migration. If such person is presently covered and has been continuously covered without any lapses under any health insurance product/plan offered by the company, as per Guidelines on migration, the proposed Insured Person will get all the accrued continuity benefits in waiting periods as per below:

i. The waiting periods specified in Section 5 shall be reduced by the number of continuous



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- preceding years of coverage of the Insured Person under the previous health insurance policy.
- ii. Migration benefit will be offered to the extent of sum of previous sum insured and accrued bonus (as part of the base sum insured), migration benefits shall not apply to any other additional increased Sum Insured.

For Detailed Guidelines on Migration, kindly refer the below link:-

 $\frac{https://www.royalsundaram.in/html/files/Modification-guidelines-on-standardization-in-health-insurance-Migration.pdf}{}$ 

## **Council for Insurance Ombudsmen**

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

#### INSURANCE OMBUDSMAN OFFICE LIST

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

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

#### WHAT IF I EVER NEED TO COMPLAIN?

We hope, of course, that you will never feel the need to complain. Nevertheless, sometimes things do go wrong. When they do, we want to know straight away, so we can put them right as quickly as possible, and take steps to make sure they don't happen again.

In all instances, call our Customer Services at our Chennai office at 1860 258 0000 or e-mail at <u>care@royalsundaram.in</u> or write us to Royal Sundaram General Insurance Co. Limited, Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

Royal Sundaram General Insurance Co. Limited

IRDAI Registration No.102. | CIN: U67200TN2000PLC045611