

## 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. Adventure or Hazardous Sports/Activities

Any sports or activity which is adventurous in nature uses any apparatus or involves physical movement, rotation, swinging, floating in air or water. These activities include Para sailing, Para gliding, trekking with apparatus, Bungee jumping, para-jumping, rock climbing, mountaineering, motor racing, horse racing or deep-sea diving etc."

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

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

#### iv. Commencement Date

Commencement date of this Policy shall be the first inception date for this section 4 i.e. Hospital Cash for that Insured Person with Us without any break in period of cover.

## v. Condition Precedent

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

#### vi. 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.

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## vii. 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 –

- 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.

#### viii. Grace Period

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

## ix. Hospital

A hospital means any institution established for in- patient care and day care treatment of illness and/ or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act or complies with all minimum criteria as under:

- i) has qualified nursing staff under its employment round the clock;
- ii) has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- iii) has qualified medical practitioner(s) in charge round the clock;
- iv) has a fully equipped operation theatre of its own where surgical procedures are carried out;
- v) maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;

## x. Hospitalization

Hospitalization means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

#### xi. Illness

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, check- ups, 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

## xii. Injury

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.

## xiii. Inpatient Care

Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event. **xiv. Intensive Care Unit** 

Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

#### xiv. Medical Advice

Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

## xv. 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.

#### xvi. Medical Practitioner

Medical Practitioner means a person who holds a valid registration from the Medical Council of any 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 its scope and jurisdiction of license.

## xvii. Medically Necessary Treatment

Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:

i) is required for the medical management of the illness or injury suffered by the insured; ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity; iii) must have been prescribed by a medical practitioner; iv) must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

#### xviii. Notification of Claim

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

## xix. Policy Schedule

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.

#### xx. Pre-Existing Disease







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.

## xxi. Renewal

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.

## xxii. Surgery or Surgical Procedure

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.

# xxiii. Unproven/Experimental treatment

Unproven/Experimental treatment means the treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

## 3. Basic Benefits

# 3.1 Coverage for Hospitalization

If the Insured Person is Hospitalized during the or an accidental Injury that occurred during the amount specified in the Policy Schedule/ Certificate of Insurance for each continuous and completed period of 24 hours of Hospitalization.

Policy Period for Medically Necessary treatment of an Illness Policy Period, the Company will pay the Daily Cash Benefit amount specified in the Policy Schedule/ Certificate of Insurance for each continuous and completed period of 24 hours of Hospitalization.

#### 3.2 ICU Hospitalization Coverage

If the Insured Person is Hospitalized in an Intensive Care Unit (ICU) during the Policy Period for Medically Necessary treatment of an Illness or an Injury that occurred during the Policy Period, the Company will pay 2 times the Daily Cash Benefit limit under Coverage for Hospitalization amount specified in the Policy Schedule/Certificate of Insurance for each continuous and completed period of 24 hours of Hospitalisation.

The above benefits are payable subject to;

- i. The Insured Person is Hospitalised for a minimum period of at least 48 hours with continuous and completed period of at least 24 hours following which it will be payable from the first day of Hospitalisation.
- ii. In any Policy Period, the Company shall not be liable to make payment of the Daily Allowance under this benefit for more than the number of days as specified in the Policy Schedule, including all days of admission to the Intensive Care Unit iii. Coverage under this benefit is limited to a maximum number of days per Insured Person as specified in the Policy Schedule/ Certificate of

Insurance.

## 4. Waiting Periods

We shall not be liable to make any payment under this Policy directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following waiting periods. All the waiting periods shall be applicable individually for each

Insured Person and claims shall be assessed accordingly

## 4.1. Pre-existing Disease Waiting Period

All Pre-existing Diseases that occurs/manifest or diagnosed during the Policy 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

Daily benefit in respect of hospital confinement of any disease contracted by the Insured Person during the specified period of days as mentioned under the Policy from the Commencement Date of the Policy shall not be payable. This waiting period is not applicable in case of accidents.

# **4.3.** First Year Exclusions for 17 specific diseases (Optional)

Insured Person has an option to opt for First year exclusion(claim will not be payable in the first year of policy for these specific ailments) for 17 specific disease viz; Cataract, Stones in biliary and urinary systems, Hernia / Hydrocele, Hysterectomy for any benign disorder, Lumps / cysts / nodules / polyps / internal tumours, Gastric and Duodenal Ulcers,

Surgery on tonsils / adenoids, Osteoarthrosis / Arthritis/ Gout / Rheumatism / Spondylosis / Spondylitis / Intervertebral Disc Prolapse, Fissure / Fistula / Haemorrhoid, Sinusitis / Deviated Nasal Septum/ Tympanoplasty / Chronic Suppurative Otitis Media, Benign Prostatic Hypertrophy, Knee/Hip Joint replacement, Dilatation and Curettage, Varicose veins, Dysfunctional Uterine Bleeding / Fibroids / Prolapse Uterus / Endometriosis, Diabetes and related complications, Chronic Renal Failure or end stage Renal

Failure.

During the first 12 months from the Inception date, the daily benefit for coverage for hospitalisation towards the aforesaid disease / surgical procedures are not covered unless specified in the Policy Schedule/ Certificate of Insurance caused by accident.

#### 5. Exclusions

The Company shall not be liable to make any payment under this Policy for or in respect of any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following;

- i. Outpatient (OPD) treatment charges ii. Alternative Treatment, Naturopathy, hydrotherapy, Ayurvedic, Homeopathy, Acupuncture, Reflexology, Chiropractic treatment or any other form of indigenous system of medicine
- Dental treatment, dentures or surgery of any kind unless necessitated due to an accident and requiring minimum 24 hours Hospitalization or treatment of irreversible bone disease involving the jaw which cannot be treated in any other way, but not if it is related to gum disease or tooth disease or damage.
- iv. Circumcision unless necessary for treatment of a disease, illness or injury.
- v. Birth control procedures, contraceptive supplies or services including complications arising due to supplying services, hormone replacement therapy and voluntary termination of pregnancy during the first 12 weeks from the date of conception, surrogate or vicarious pregnancy.
- vi. Any treatment arising from or traceable to pregnancy (including voluntary termination), miscarriage (unless due to an accident), childbirth, maternity (including Caesarean section), abortion or complications of any of these. This exclusion will not apply to ectopic pregnancy.
- vii. Alopecia, baldness, wigs, or toupees and hair fall treatment,
- viii. Laser surgery for treatment of focal error correction other than for focal error of +/- 7 or more and is Medically Necessary.
- All conditions directly or indirectly caused due to or associated with human T-cell 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 all diseases/Illness/Injury caused by and/or related to HIV.





- x. All sexually transmitted diseases including but not limited to Genital Warts, Syphilis, Gonorrhoea, Genital Herpes, Chlamydia, Pubic Lice and Trichomoniasis.
- xi. Artificial life maintenance, including life support machine use, where such treatment will not result in recovery or restoration of the previous state of health.
- Developmental problems including learning difficulties eg. Dyslexia, behavioural problems including attention deficit hyperactivity disorder (ADHD) xiii. Sleep Apnea Syndrome, general debility, ageing, convalescence, sanatorium treatment, rehabilitation measures, private duty nursing, respite care, run down condition or rest cure, congenital external anomalies or defects, sterility, fertility, infertility including IVF and other assisted conception procedures and its complications, subfertility, impotency, venereal disease, puberty, menopause or intentional self-injury, suicide or attempted suicide (whether sane or insane), ailment requiring treatment due to use, abuse or a consequence or influence of any substance, intoxicant, drug, alcohol or hallucinogen and treatment for de-addiction, or rehabilitation.
- xiv. Any treatment received in convalescent homes, convalescent hospitals, health hydros, nature cure clinics or similar establishments.
- xv. A stay without undertaking any treatment or any other purpose other than for receiving eligible treatment of a type that normally requires a stay in the hospital.
- xvi. Treatment of any mental illness or sickness or disease including a psychiatric condition, disorganization of personality or mind, or emotions or behaviour, including stress, Parkinsons or Alzheimer's disease even if caused or aggravated by or related to an Accident or Illness or general debility or exhaustion ("run-down condition").
- Any Cosmetic Surgery, aesthetic treatment (including but not limited to xanthelesema, syringoma, acne and alopecia) unless forming part of treatment for cancer or burns, surgery for sex change or treatment of obesity/morbid obesity (unless certified to be life threatening) or treatment/surgery/complications/illness arising as a consequence thereof.
- xviii. X-ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment even if the same requires confinement at a Hospital.
- xix. Organ transplant surgery involving organs not harvested from a human body.
- xx. Any condition caused by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- A condition directly or indirectly, caused by or arising from 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), civil war, public defence, rebellion, revolution, insurrection, military or usurped power, active participation in strikes, riot or civil commotion.
- xxii. Any Hospitalization of the Insured Person due to him committing any breach of law with criminal intent.
- Any Certification / Diagnosis / Treatment by a family member, or a person who stays with the Insured Person, or from persons not registered as Medical Practitioners under the respective Medical Councils, or from a Medical Practitioner who is practicing outside the discipline that he is licensed for, or any diagnosis or treatment that is not scientifically recognized or Unproven Experimental Treatments or pharmacological regimens, or any form of clinical trials or any kind of self-medication and its complications.
  - xxv. Any treatment arising out of Adventure or Hazardous Sports

## 6. Claims 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 hospitalisation:

- Duly completed and signed claim form alongwith medical certificate from the attending physician forming part of the claim form
- 2. Discharge summary/Death Summary issued by the Hospital, in the event of a hospitalization, describing the nature of the complaints and its duration, treatment given, advice on discharge etc.
- 3. Copy of hospitalization bill to confirm number of days stay in ICU
- 4. All medical reports and prescriptions from first consultation leading to diagnosis of the illness
- 5. Any other claim document as may be required by the Company

Acceptance of photocopies – Since this is a benefit policy, all medical records may be accepted in photocopies except in cases where genuineness is suspected.

## 6.2 Payment of Claim

- All valid claims will be settled within 15 working days upon receipt of due
  written evidence of such loss and any further documentation information and assistance that the Company
  may require. The company shall be released from any obligation to pay benefits if any of the obligations
  are breached.
- All claims under this Policy shall be payable in Indian Currency.
- The Company shall be liable to interest at 2% above the bank pay any rate prevalent at the beginning of the financial year in which the claim is reviewed, for sums paid or payable under this Policy, upon acceptance of an offer of settlement by the insured but there is delay in payment beyond 7 days from the date of acceptance.
- The claim if admissible shall be paid to the legal heir/ nominee of the proposer in case if the proposer is not surviving at the time of payment of claim
- If a claim is settled for an insured, cover for other insured members under the policy shall continue.
- At the time of claim settlement, Company may insist on KYC documents of the Proposer as per the relevant AML guidelines in force.
- All claims are to be notified to Us within a timeline. In case where
  the delay in intimation is proved to be genuine and for reasons beyond the control of the Insured Person or
  Nominee specified in the Policy Schedule/Certificate of Insurance, We may condone such delay and process
  the claim. Please note that the waiver of the time limit for notice of claim and submission of claim is at Our
  evaluation.
- The claim documents should be sent to: Health Claims Department

Royal Sundaram Alliance Insurance Co Ltd

Vishranthi Melaram Towers, No.2/319,





Policy Document

Rajiv Gandhi Salai (OMR) Karapakkam,

Chennai - 600097

Tel.No:044-7117

7117.

#### 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

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

#### Policy Document

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

## ii. Policy with tenure more than one year

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

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

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

# 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.

Policy Document



#### **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.

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

b. the Company may send the Insured Person other information through electronic and telecommunications means with respect to the Policy from time to time.

# 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. 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.

## 7.9. Nomination

- a. Insured Person is mandatorily required at the inception of the Policy, to make a nomination for the purpose of payment of claims under the Policy in the event of Insured Person death.
- b. Any change of nomination shall be communicated to the Company in writing and such change shall be effective only when an endorsement on the Policy is made by the Company.

# 7.10. 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.

Policy Document



#### 7.11. 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.

## 7.12. Geography

This Policy applies to hospitalization events within India and claims shall be settled in Indian Rupees.

# 7.13. 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.

#### 7.14. 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.

### 7.15. 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.

## 7.16. 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.
- 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.

#### 7.17. 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.

## 7.18. 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.

## 7.19. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole Arbitrator to be appointed in writing by the parties to difference or, if they cannot agree upon a single Arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators, comprising of two Arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third Arbitrator to be appointed by such two Arbitrators and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator/ Arbitrators of the amount of the loss or damage shall be first obtained.

#### 7.20 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.

#### 7.21. 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 <a href="https://example.cs.org/lead.cs.org/">Head.Cs.org/</a> response within 7 days, you

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

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/





Policy Document

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.

# 7.22 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 4 shall be reduced by the number of continuous 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:-

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

## **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



Policy Document

# WHAT IF I EVER NEED TO COMPLAIN?

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

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

Royal Sundaram General Insurance Co. Limited

IRDAI Registration No.102. | CIN: U67200TN2000PLC045611