



**Royal Sundaram Alliance Insurance Company Limited**  
 Corp. Office : Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR)  
 Karapakkam, Chennai - 600097. Regd office : 21, Patullos Road, Chennai - 600 002.

## PERSONAL ACCIDENT CARE PLATINUM INSURANCE

### PREAMBLE

Royal Sundaram Alliance Insurance Company Limited (hereinafter called "the Company"), having received a Proposal and the premium from the Proposer and the said Proposal, Declaration signed by You and/or information given over telephone to our tele-agent by You and Annexure thereto together with any statement, report or other document leading to the issue of this Policy, which form the basis of this contract, do, by this Policy agree, subject to the terms and conditions as set out in the Schedule with all its Parts, that on proof to the satisfaction of the Company, of the compensation having become payable, as set out in Part I of the Schedule, upon the happening of an event, to pay the Sum Insured/ appropriate Benefit.

### PART II OF THE SCHEDULE

#### DEFINITIONS OF WORDS AND EXPRESSIONS

In this Policy, the following words and expressions shall have the following meanings, as set forth, unless the context otherwise requires:

#### 1. Accident/Accidental

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

#### 2. Age

Age means the age of the insured person on his/her most recent birthday as per the English Calendar regardless of the actual time of birth at the time of commencement of Period of Insurance.

#### 3. Company means the Royal Sundaram Alliance Insurance Company Limited.

#### 4. Hazardous Sports/Activities means:

Persons whilst working in underground mines, explosives, magazines, workers whilst involved in electrical installation with high tension supply, jockeys, circus personnel, engaged in activities like racing on wheels or horseback, big game hunting, mountaineering, winter sports, Skydiving, Parachuting, Scuba Diving, Riding or Driving in Races or Rallies, Mountain Climbing, hunting or equestrian activities, rock climbing, potholing, bungee jumping, skiing, ice hockey, ballooning, hang gliding, diving or under-water activity river rafting, canoeing involving rapid waters, polo, yachting or boating outside coastal waters and persons whilst engaged in occupation/activities of similar hazard. Persons whilst engaged in the following occupations are also excluded:

Aircraft pilots and crew, Armed Forces personnel, Artistes engaged in hazardous performances, Aerial crop sprayer, Book maker (for gambling), Demolition contractor, Explosives users, Fisherman (seagoing), Jockey, Marine salvager, Miner and other occupations underground, Off-shore oil or gas rig worker, Policeman, Pop Musicians, Professional sports person, Roofing contractors and all construction, maintenance and repair workers at heights in excess of 50ft/15m, Saw miller, Scaffolder, Scrap metal merchant, Security guard (armed), Ship crew, Steeplejack, Stevedore, Structural steelworker, Tower crane operator, Tree feller.

#### 5. 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 the Clinical Establishments (Registration and Regulation) Act, 2010

or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- 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;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

#### 6. Injury

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.

#### 7. You/Insured Person means all customers of Citi Bank and their family members aged between 18 and 70 years (age in completed years) who have opted for Personal Accident Care Plan and have paid premium for each of the persons to be covered.

#### 8. Motor Cycle Accident

Motor Cycle Accident shall mean accident caused by or arising out of use of Motor Cycle in a public place.

#### Motor cycle

Motor cycle shall mean any mechanically self-propelled two-wheeled vehicle (with or without gear/with or without side car)

#### 9. Pre-Existing Condition

Pre-Existing Condition means any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment within 48 months to prior to the first policy issued by the insurer.

#### 10. Proposer /Insured means CITI BANK

#### 11. Policy means the insurance contract, the Part I to Part VI of the Policy Schedule and any other endorsements, riders and any other attached enrollment forms.

#### 12. Reasonable and Customary Charges

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.

#### 13. Sum Insured

Sum Insured means the maximum amount of coverage per benefit/section, as specified in Part I of the Schedule to this Policy, that the Insured Person is entitled to in respect of each benefit/section.

#### 14. Notification of Claim

Notification of Claim is the process of notifying a claim to the insurer by specifying the timelines as well as the address/ telephone number to which it should be notified.

**15. Renewal**

Renewal defines 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 all waiting periods.

**16. 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 Pre-existing diseases. Coverage is not available for the period for which no premium is received.

**PART III OF THE SCHEDULE**

**SCOPE OF COVER**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured person or his nominees or his legal heirs, a sum as compensation for any loss occurring during the Period of Insurance as described under different section hereunder, and as specified in Part I of the Schedule to the Policy, but not exceeding the Sum Insured.

**SECTION 1 - ACCIDENTAL DEATH & DISMEMBERMENT**

The Company will pay as hereinafter mentioned:

If at any time during the Period of Insurance, the Insured Person shall sustain any bodily injury resulting solely and directly from Accident caused by external, violent and visible means, then the insured person or his/her nominee(s) or legal representative (s), as the case may be, will be paid the Sum Insured mentioned in the Schedule of this policy, against Accident Death and Dismemberment, if such injury shall within 12 Calendar months of occurrence be the sole and direct cause of Death/Disablement as given in the table of benefits below:

Provided always that the policy will not pay under more than one of the following sub clauses in respect of the same Accident.

**TERMS & CONDITIONS:**

If the Insured Person meets with an Accident, which leads to death or permanent total disablement, the Company will provide insurance coverage to the Insured in the following manner:

1. **Death of Insured Person:** If following an Accident that causes death of the Insured Person within 12 Calendar months from the date of Accident, then the Company will pay an amount as compensation subject to the maximum Sum Insured.
2. **Permanent total disablement of the Insured Person:**
  - (a) If following an Accident which caused permanent impairment of the Insured's physical capabilities, then the Company will pay the benefits as provided in the Table of Benefits below, depending upon the degree of disablement.
  - (b) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in any gainful employment or occupation of any description, whatsoever, then a lump sum equal to hundred percent (100%) of the Sum Insured stated in the Schedule hereto.

**Death & Permanent Total Disablement**

Benefits	Percentage of Sum Insured
1. Death	100%
2. Permanent Total Disablement	100%

Total and irrevocable loss* of	
(i) Sight of both eyes	100%
(ii) physical separation of two entire hands	100%
(iii) physical separation of two entire feet	100%
(iv) One entire hand and one entire foot	100%
(v) sight of one eye and loss of one hand	100%
(vi) sight of one eye and loss of one entire foot	100%
(vii) Use of two hands	100%
(viii) Use of two feet	100%
(ix) Use of one hand and one foot	100%
(x) Sight of one eye and use of one hand	100%
(xi) Sight of one eye and use of one foot	100%
(xii) Sight of one eye	50%
(xiii) Physical separation of one entire hand	50%
(xiv) Physical separation of one entire foot	50%
(xv) Use of one hand without physical separation	50%
(xvi) Use of one foot without physical separation	50%

\*Loss of Foot/hand means total severance through or above the ankle/wrist joints respectively. Loss of Eye means entire and irrevocable loss of sight.

provided that:

- a) the disablement occurs within 12 Calendar months from the date of the Accident.
- b) the disablement is confirmed and claimed for, prior to the expiry of a period of 3 months since occurrence of the disablement.

**Special Conditions:**

1. If the Accident affects any physical function, which was already impaired prior to the accident, a deduction as recommended by our panel Doctor will be made in respect of this prior disablement.
2. If the accident impairs a number of physical functions, the degree of disablement given in the Table of Benefits will be added together, but liability in any case shall not exceed 100% of the Sum Insured.
3. In the event of an accident to the Aircraft in which the Insured Person is travelling as a fare paying passenger and the Insured's body cannot be located within 365 days from the date of such accident, then the Company shall pay 100% of the Sum Insured for Death Cover towards loss of life.
4. In the event of Permanent Disablement, the Insured Person will be under obligation:
  - a) To have himself/herself examined by doctors appointed by the Company/and the Company will pay the costs involved thereof.
  - b) To authorize doctors providing treatments or giving expert opinion and any other authority to supply the Company any information that may be required. If the obligations are not met with due to whatsoever reason, the Company may be relieved of its liability to pay.
5. Payments under this Benefit section shall be restricted to a maximum of 75% of % of the Sum Insured mentioned in the table above for accidents involving Motor Cycle.

**Exclusions:**

The Company shall not be liable to make any payment under this Benefit in connection with or in respect of any expenses whatsoever incurred by the Insured in connection with or in respect of:

- (a) Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.

- (b) Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an Accident.
- (c) Any payment in case of more than one claim under the policy during the period of insurance by which the maximum liability of the Company in that period would exceed the sum insured under this section.
- (d) Any other claim after a claim has been admitted by the Company and becomes payable for Death or 100% Permanent Total Disablement, as mentioned in Table A.
- (e) Any claim arising out of an accident related to pregnancy or childbirth, infirmity, whether directly or indirectly.
- (f) Any claim for Death or Disablement of the Insured Person from (a) intentional self-injury, suicide or attempted suicide (b) whilst under the influence of intoxicating liquor or drugs (c) self-endangerment unless in self-defense or to save life.
- (g) Any exclusion mentioned in the 'General Exclusions' of this Policy.

#### SECTION 2 - MONTHLY INCOME BENEFIT

The Company will pay as hereinafter mentioned:

If at any time during the Period of Insurance, the Insured Person shall sustain any bodily injury resulting solely and directly from an Accident, then the Insured Person will be paid the Sum Insured as mentioned in the Schedule of this policy, against Monthly Income Benefit for the period of 12 months, if such injury shall within 12 Calendar months of occurrence be the sole and direct cause of the following Permanent Total disablement:

##### Total and irrevocable loss\* of

- (i) Sight of both eyes.
- (ii) of physical separation of two entire hands.
- (iii) of physical separation of two entire feet.
- (iv) One entire hand and one entire foot.
- (v) sight of one eye and loss of one hand.
- (vi) sight of one eye and loss of one entire foot.
- (vii) Use of two hands.
- (viii) Use of two feet.
- (ix) Use of one hand and one foot.
- (x) Sight of one eye and use of one hand.
- (xi) Sight of one eye and use of one foot.

\*Loss of Foot/hand means total severance through or above the ankle/wrist joints respectively. Eye means entire and irrevocable loss of sight.

This benefit is payable every month subject to a maximum period of 12 months from the date of Permanent Total Disablement, provided the insured survives till the last day of each month to get the benefit of that month.

The benefit is payable for only one occurrence during the entire policy period.

##### Exclusions

1. Any exclusion mentioned in the General Exclusion of this policy.

#### SECTION 3 – MEDICAL EXPENSES DUE TO ACCIDENT HOSPITALISATION:

The Company shall reimburse the Insured Person, Reasonable and Customary charges incurred in a Hospital towards hospitalization for a minimum period of forty eight (48) hours following an

admissible claim under Section 1 of this Policy, up to the Sum Insured mentioned in the Policy Schedule against Section 3. This cover commences only after 7 days from the date of inception of the Policy.

##### Exclusions

1. Any exclusion mentioned in the General Exclusion of this policy.

#### SECTION 4 - EDUCATIONAL GRANT:

The Company will pay as hereinafter mentioned

Following an admissible claim under Section 1 of the policy towards death of the insured person, Educational Grant for a maximum of two dependent children of the Insured, as mentioned below:

- (a) If the Insured Person has one dependent child below the age of 18 years, an amount of Rs. 5,000/- is payable.
- (b) If the Insured Person has more than one dependent child below the age of 18 years an amount of Rs. 5,000/- per child but in any case not more than Rs. 10,000/-.

Provided that if there be any other subsisting Personal Accident Insurance/s covering the Insured Person, total benefits in respect of Educational Grant, under all those Policies, shall be limited to

- A maximum of Rs.5,000/- in case there is one dependent child.
- A maximum of Rs.10,000/- in case there are two dependent children.

#### SECTION 5-TRANSPORTATION EXPENSES OF MORTAL REMAINS:

Following an admissible claim under Section 1, the Company will pay as hereinafter mentioned in the event of the death of the Insured Person due to an Accident, outside his/her residence, the Company shall pay a lump sum of Rs.5,000/- for transportation of Insured Person's dead body to the place of his/ her residence irrespective of the number of Personal Accident policies held by the insured.

##### Cumulative Bonus

Compensation payable under Section 1, arising out of accidental injuries, shall be increased by 5% thereof in respect of each completed claim free year, during which the Policy shall have been in force. Amount of such increase shall not exceed 25% of the sum stated in the relevant section of the Policy Schedule. This Cumulative Bonus is applied on sum stated in the relevant section of the Policy Schedule, so long as it is renewed continuously with the Company. The earned Cumulative Bonus will not be lost if the Policy is renewed within 30 days after its expiry.

This clause shall not in any way alter the annual character of the insurance, nor the right of the Company to decline or renew or to cancel the Policy.

#### PART IV

##### GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS OF THE POLICY):

The Company shall not be liable to make any payments in respect of:

1. Any claim relating to events occurring before the commencement of the cover or otherwise outside the Period of Insurance.
2. Any claim in respect of Pre-existing conditions.
3. Any claim if the insured acts against the advice of a physician.
4. Any claim arising out of Accidents that the Insured Person has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs/alcohol).
5. Any claim arising out of mental disorder, suicide or attempted suicide self inflicted injuries, or 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), insanity and / or any mutant derivative or variations thereof howsoever caused.

6. Insured Person engaging in Air Travel unless he/she flies as a fare paying passenger on an aircraft properly licensed to carry passengers. For the purpose of this exclusion Air Travel means being in or on or boarding an aircraft for the purpose of flying therein or alighting there from.
7. Accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, seizure capture, arrest, restraints, detentions of all kings princes and people of whatever nation, condition or quality whatsoever.
8. 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.
9. Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
  - a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self sustaining process of nuclear fission) of nuclear fuel.
  - b) Nuclear weapons material.
  - c) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
10. Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sports persons.
11. Participation in Hazardous Sports or Hazardous Activities.
12. Persons who are physically and mentally challenged, unless specifically agreed and endorsed in the policy.
13. Self exposure to needless peril (except in an attempt to save human life).
14. Any loss of which a contributing cause was the Insured Person's actual or attempted commission of or willful participation in an illegal act or any violation or attempted violation of the law.
15. Payment of compensation in the event of a rail accident except if the accident is directly caused/occurring while.
  - Boarding/travelling/alighting from a train.
  - Within the railway area to which a public has got right of access.
16. Nuclear, Chemical, Biological Terrorism Exclusion Clause: The Insurance under this Certificate shall not extend to cover Death, disablement or injury 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 organization(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 biologically 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.

## PART V OF THE SCHEDULE

## GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS UNDER THIS POLICY)

The conditions below apply throughout this insurance. Failure to comply with them may be prejudicial to a claim:

1. The minimum and maximum entry age limit for the Insured is 18 Years and 70 years respectively.

2. **Reasonable Precautions:**

The Insured person shall take all reasonable and proper care to safeguard against Accident as if this insurance was not in force. Failure to do so will prejudice the insured person's claim under this insurance.

3. **Obligations of the Insured Person:**

**Preliminary Notice:** Upon the happening of any event, which may give rise to a claim under the policy, a preliminary notice with all particulars shall be given to the Company, Immediately, in any case, not later than 30 days after the occurrence of the event.

Claims for insurance benefits must be submitted to the Company not later than one (1) month after the completion of the treatment or after transportation of the mortal remains/burial in the event of death.

4. **Claim Documentation:**

**Death Claim** (Submit the duly filled in claim form with the following documents)

- Original Death Certificate.
- Post Mortem Report.
- Inquest report.
- Accident report.
- FIR/MLC copy.
- Hospital records.
- News Paper cuttings if any and any other relevant records.
- Chemical Analysis Report if available.
- English Translation of vernacular documents.
- Succession Order/legal heir certificate/legal documents to establish identification of legal heir in the absence of nomination under the policy or if the nominee is not alive at the time of claim.
- Any other document as may be required by the Company.

**Disablement Claim** (Submit the duly filled in Claim form with the following documents)

- Disability Certificate issued by the attending physician.
- Accident report.
- FIR/MLC copy.
- Hospital Records.
- News Paper cuttings if any and any other relevant records.
- English Translation of vernacular documents.
- Latest IT return to show Proof of annual income (at the option of the Company).
- Any other document as may be required by the Company.

**Medical Expenses Claim** (Submit the duly filled in Claim form with the following documents)

- First Information Report (in case of Road accident).
- Admission/Discharge Summary.

- All Original receipts and bills including final hospital bills.
- Medical bills and bills for lab tests.

**Educational Grant** (Submit the duly filled in Claim form with the following documents)

- Document confirming the name and number of children.
- Proof of continuing education.
- If the bills/ vouchers / Reports are in a language, other than English /Hindi and the Company requests for an appropriate translation, then the costs of such translation must be borne by the Insured Person/his/her legal heir(s).

The claim documents should be sent to:

**Health Claims Department**

M/s.Royal Sundaram Alliance Insurance Co.Ltd.,

Corporate office: Vishranthi Melaram Towers, No. 2 / 319

Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

Claim documents may be submitted to local Royal Sundaram Offices address of which can be obtained by calling our Toll Number 1860 425 0000

**5. Claims Settlement/Rejection**

All admissible claims under this policy shall be offered for settlement within 30 days from the receipt of last necessary document. Wherever settlement offer has been made and accepted by Insured Person/Nominee/Legal heir as the case may be, the company shall pay the offered claim amount within 7 days from the date of such acceptance, failing which the Company shall be liable to pay interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed.

The Company shall be released from any obligation to pay insurance benefits if any of the obligations are breached.

**6. Geographical Scope:** The insurance cover applies Worldwide.

**PART VI OF SCHEDULE**

**STANDARD TERMS AND CONDITIONS (APPLICABLE TO ALL BENEFITS UNDER THIS POLICY)**

**1. Incontestability and Duty of Disclosure**

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 on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured Person or any one acting on his behalf to obtain any benefit under this Policy.

**2. Observance of Terms and Conditions**

The due 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 of the Company to make any payment under this Policy.

**3. Material Change**

The Insured Person shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense.

**4. Automatic Termination of Insurance**

This policy shall automatically terminate upon the Insured Person's death or payment of Sum Insured under Section 1.

**5. Special Provisions**

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate

instrument shall be deemed to be part of this Policy and shall have effect accordingly.

**6. Overriding effect of Part II of the Schedule**

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read, as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the Scope of Cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the Scope of Cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

**7. Electronic Transactions**

The Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

**8. Duties of the Insured on occurrence of loss**

On the occurrence of any loss, within the scope of cover under the Policy the Insured Person/his/her nominee/legal heir(s) shall:

- Forthwith file/submit a Claim Form in accordance with 'Obligation of the Insured Person' Clause as provided in General Conditions.

If the Insured Person/his/her nominee/legal heir(s) does not comply with the provisions of this Clause or other obligations cast upon the Insured Person under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

**9. Subrogation**

In the event of payment under this Policy, the Company shall be subrogated to all the Insured Person's rights or recovery thereof against any person or organization, and the Insured Person shall execute and deliver instruments and papers necessary to secure such rights.

The Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

**10. Fraudulent Claims**

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain any benefit under this Policy, then the claim is rejected and all benefits under the policy shall be forfeited. The Company may choose to void the Policy and reclaim all benefits paid in respect of such Insured Person.

**11. Legal Action**

If a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award then the claim shall for all purposes

be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 12. Cancellation/Termination

The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact relating to this insurance of the insured or non-cooperation by the insured, by sending seven days notice in writing by Registered A/D 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 Person may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in such a case Insured shall be entitled for a return of premium less premium at Company's short period rates\* for the period the policy has been in force. No refund will be made for such Insured Person for whom a claim has been paid or admitted.

### Short Period Scales : One year policy

For a period not exceeding	15 days	10% of the Annual Premium
-do-	1 month	15% of the Annual Premium
-do-	2 months	30% of the Annual Premium
-do-	3 months	40% of the Annual Premium
-do-	4 months	50% of the Annual Premium
-do-	5 months	60% of the Annual Premium
-do-	6 months	70% of the Annual Premium
-do-	7 months	75% of the Annual Premium
-do-	8 months	80% of the Annual Premium
-do-	9 months	85% of the Annual Premium
For a period exceeding	9 months	Full Annual Premium

### Short Period Scales : Two years policy

For a period not exceeding	15 days	10% of the Premium Paid
-do-	1 month	15% of the Premium Paid
-do-	2 months	30% of the Premium Paid
-do-	3 months	40% of the Premium Paid
-do-	4 months	50% of the Premium Paid
-do-	5 months	60% of the Premium Paid
-do-	6 months	70% of the Premium Paid
-do-	7 months	75% of the Premium Paid
-do-	8 months	80% of the Premium Paid
-do-	9 months	85% of the Premium Paid
For a period exceeding	9 months	Full Premium Paid

## 13. Currency for Payments

All claims payable shall be paid in Indian Rupees only.

## 14. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Chennai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

## 15. Arbitration Clause

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

## 16. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part I of the Schedule. In case of the Company:

M/s.Royal Sundaram Alliance Insurance Co.Ltd.,

Corporate office: Vishranthi Melaram Towers, No. 2 / 319

Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

## 17. Customer Service

If at any time the Insured Person requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

## 18. Free Look-in

At the inception of the policy you will be allowed a period of 15 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 you have not made any claim during the free look period, you will be entitled to the following, provided no claim has been settled or lodged for the period the policy has been in force:

- A refund of the premium paid less stamp duty charges or;
- 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;
- Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

## 19. Grievances

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances:

- Any partial or total repudiation of claims by the Company.
- Any dispute regard to premium paid or payable in terms of the policy.
- Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- Delay in settlement of claims.
- Non-issue of any insurance document to customer after receipt of the premium.
- Any other grievance

Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram Alliance Insurance Company Limited is located.

The Insurance Ombudsman's offices are located at Ahmedabad, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Guwahati, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi. For Contact Details of Insurance Ombudsmen, please visit our website [www.royalsundaram.in](http://www.royalsundaram.in).

#### 20. Inspection of Records

The Insured shall maintain a proper record of all the customers, who have opted for Personal Accident Care Plan and shall allow the Company to inspect such records at any reasonable time.

#### 21. Renewal

This Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof. For persons above 60 years, the sum insured under the policy shall be restricted to a maximum of 10 lacs, unless otherwise stated in the schedule.

Policy must be renewed within the Grace Period of thirty days of expiry to maintain the continuity of Coverage. However no coverage shall be available during the period of such break. A policy that is sought to be renewed after the Grace Period of 30 days will be underwritten as a fresh policy at the discretion of Us.

At renewal, the coverages, terms & conditions & premium may change, in which case a 3 months notice shall be sent to the Proposer at his last known address as recorded in the policy. Any change in premium on account of change of age will not require any prior notice.

The product/plan may be withdrawn at any time, by giving a notice of 3 months to the Proposer at the address recorded / updated in the policy. When the policy is withdrawn, the product/plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the Schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

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#### 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 425 0000 or e-mail at [customer.services@royalsundaram.in](mailto:customer.services@royalsundaram.in) or write us to Royal Sundaram Alliance Insurance Company Limited, Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.*

*Royal Sundaram Alliance Insurance Company Limited*

*IRDA Registration No.102*