



Royal Sundaram

**ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED**

Regd Office: 21, Patullos Road, Chennai 600 002.

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

Rajiv Gandhi Salai (OMR), Karapakkam, Chennai 600 097

Ph: 91-44- 71177117 Fax: 91-44- 7113 7114

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**JANATHA PERSONAL ACCIDENT**

**DEFINITIONS & INTERPRETATIONS**

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.

Company/We/Our/Insurer/Us

Royal Sundaram General Insurance Co. Limited.

Insured Person:

Insured person means the persons named in the schedule and his family members as included and declared in the schedule.

Accident

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

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.

Medical Practitioner

A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence.'

Period of Insurance & cover Inception date.

Period of Insurance means the period shown in the Schedule and cover inception date as per terms stated under the schedule.

WHEREAS the insured named in the schedule hereto has made to ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED (herein after called the company), a proposal and declaration which shall be the basis of this contract and deemed to be incorporated herein and has paid to the company the premium stated herein in the schedule for the insurance of risks herein after specified occurring during the period stated in the schedule.

NOW THIS POLICY WITNESSETH that subject to the terms exclusions definitions and conditions contained herein or endorsed or otherwise expressed hereon the company will indemnify the insured as hereinafter mentioned. If the insured person shall sustain any bodily injury resulting solely and directly from accident caused by outward, violent and visible means, then the company shall pay as stated in the schedule the sum hereinafter set forth that is to say:

(a) If such injury shall within six calendar months of its occurrence be the sole and direct cause of the death of the insured, the capital sum insured stated in the schedule. The amount payable under this clause shall be paid to the nominee shown in the Schedule

(b) If such injury shall within six calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes, or total and irrecoverable loss of use of two hands or two feet, or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot the capital sum insured stated in the Schedule hereto.

(c) If such injury shall within six calendar months or its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye, or total and irrecoverable loss of use of a hand or a foot, fifty per cent (50%) of the capital sum insured stated in the Schedule hereto.

(d) If such injury shall within six calendar months of its occurrence be the sole and direct cause, permanently totally and absolutely disabling the insured from engaging in any employment or occupation of any description whatsoever the capital sum insured stated in the Schedule.

### **PROVISIONS**

Provided Always that the Company shall not be liable under this Policy for

1. Compensation under more than one of the Sub-Clause (a), (b), (c), (d) in respect of same injury or disablement.
2. Any payment in excess of the sum insured under the policy during any one year of insurance.
3. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.
4. Payment of compensation in respect of death, injury or disablement of the insured from (a) Intentional self injury, suicide or attempted suicide, (b) Whilst under the influence of intoxicating liquor or drug, (c) Whilst racing on wheels, hunting, Big game shooting, Mountaineering (d) Directly or indirectly caused by insanity (e) Arising or resulting from the insured committing any breach of the law with criminal intent.
5. Payment of compensation in respect of death, injury disablement of the insured due to or arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure capture, arrests, restraints and detainment.

6. Payment of compensation in respect of death, injury to the insured directly or indirectly caused by or contributed to by or arising from or traceable to ionising radiation or contamination by radioactivity from any source whatsoever or from nuclear weapons material.

Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which 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 be a condition precedent to any liability of the company under this policy

### **CONDITIONS**

1. Upon the happening of any event which may give rise to a claim under this policy the insured shall forthwith give notice thereof to the company. Unless reasonable cause is shown the insured should, within one calendar month after the event which may give rise to a claim under the Policy, give written notice to the company with full particulars of the claim.

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or e-mail to the policy issuing office at the address specified in the Schedule or to the Company at

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

The claims documents also need to be send to the same address.

2. Proof satisfactory to the company shall be furnished of all matters upon which a claim is based. Any medical practitioner or other agent of the company shall be allowed to examine the person of the insured on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the company. Such evidence as the company may from time to time require (including a post-mortem examination, if necessary) shall be furnished within the space of fourteen days after demand in writing. In the event of a claim in respect of loss of sight the insured shall undergo at the insurer's expenses such operation or treatment as the Company may reasonably deem desirable.
3. 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 sum 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 the date of acceptance.

Benefits payable under this policy will be paid within 30 days of the receipt of last necessary document.

At the time of claim settlement, Company may insist on KYC documents of the Insured as per the relevant AML guidelines in force.

4. The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim be any manner fraudulent or supported by any fraudulent statement or device, whether by the insured or by any person on behalf of the insured.
5. The Company, on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured may terminate this policy, by giving 14 days notice in writing, provided that the Company shall in that case return to the Insured the then last paid premium less a pro- rata part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted by Registered post acknowledgement due and addressed to the Insured at the address last registered in the Company's books and shall be deemed to have been received by the Insured at the time when the same would be delivered.

In the event of cancellation on the grounds of non cooperation, the company shall be liable to repay on demand a rate able proportion of the premium for the unexpired term from the date of cancellation.

OR the policy may be cancelled at any time by the Insured by giving 15 days notice in writing under a Registered Post Acknowledgement Due.

PROVIDED no claim has arisen under the within mentioned Policy prior to the receipt of such notice by the Company, the Insured would be entitled to the return of premium less premium at Company's short period rates for the period the policy has been in force.

Short Period Rates:

Period (not exceeding)	Proportion of premium
1 month (30 days)	25% of annual rate
3 months	50% of annual rate
6 months	75% of annual rate
Exceeding 6 months	Full annual premium

6. Renewal shall not be denied other than on grounds of moral hazard, misrepresentation and fraud. In respect of any applications for renewal received by Us, the Policy may be renewed and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy and in any case not later than 30 days from the date of expiry of the current policy. However any hospitalization happening during the grace period is not covered & company is not liable for any expenses incurred on that hospitalization. If policy is renewed within 30 days from the due date of

renewal, policy cover will be considered continuous in terms of credit gained by the insured person(S) for pre-existing conditions and time bound exclusions.

The Company shall not be bound to give notice that such renewal premium is due. A policy that is sought to be renewed after the grace period of 30 days will be underwritten as a fresh Policy. Insurer will be free to offer any of the similar products available with them.

The product / plan may be withdrawn at any time, by giving a notice of 3 months to the Proposer by Courier / Registered Post / Acknowledgement due post 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.

7. 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. A refund of the premium paid less 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.
8. If any difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act.1996, as amended from time to time and for the time being in force.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 of in respect of this policy.

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