

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 600097. Ph: 91-44- 71177117 Fax: 91-44- 7113 7114

RURAL ACCIDENT INSURANCE POLICY

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:

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.

Contribution

Contribution is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.

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

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.



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Hospitalization

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

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.

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.

Medically Necessary:

Medically necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which is required for the medical management of the illness or injury suffered by the insured; must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity; must have been prescribed by a medical practitioner, must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

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.

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.

Subrogation:

Subrogation shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.



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IMPORTANT NOTES ABOUT THIS INSURANCE

WHERE AS 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

NOW THIS POLICY OF INSURANCE WITNESSETH THAT, the company hereby agrees, subject to the terms and conditions contained herein or endorsed, that if after payment of the premium the insured person shall sustain bodily injury resulting in death or other specified disablement or incur expenses on hospitalisation of the insured person occurring during the period of insurance the company will pay the benefits specified herein for the cover opted or reimburse the expenses as the case may be but in any case not exceeding the sum insured set opposite thereto respectively.

The company will pay the insured as hereinafter mentioned:

I. Death only Cover:

If at any time during the currency of this policy, the insured person shall sustain any bodily injury, resulting solely and directly from accident, caused by external, violent and visible means and if such injury shall within six calendar months of its occurrence be the sole and direct cause of the death of the insured person, then the company shall pay the nominee the capital sum insured stated in the schedule hereto.

II. Standard cover:

If at any time during the currency of this policy, the insured person shall sustain any bodily injury, resulting solely and directly from accident caused by external, violent and visible means and if such injury shall within six calendar months of its occurrence be the sole and direct cause of the death/ disablement of the insured person then the company shall pay to the insured or his nominee as the case may be as said herein after.

(A) 100 % of the sum insured set forth under accident cover for :-

- (i) Death or
- (ii) Total and irrecoverable loss of Sight of both eyes, or
- (iii) Total and irrecoverable loss of use of both hands or both feet, or
- (iv) Total and irrecoverable loss of one entire hand and one entire foot or
- (v) Such loss of sight of one eye & one entire hand/foot

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(B) 50% of the sum insured set forth under accident cover for

- (i) The total and irrecoverable loss of sight of one eye or use of one limb
- (ii) The total and irrecoverable loss of use of one entire hand or one entire foot

(C) If such injury shall within six calendar months, as a direct consequence thereof, permanently totally and absolutely, disable the insured from engaging in any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the capital sum insured.

III. Comprehensive Cover:

If the insured person sustains any bodily injury, resulting solely and directly from accident caused by external, violent and visible means, then the company shall pay as per clauses of (A) or (B) or (C) above to the insured or his nominee as the case may be. If such injury shall, within six calendar months of its occurrence, be the sole and direct cause of the total and irrecoverable loss of use or the actual loss of or physical separation of the following, then the percentage of the capital sum insured as indicated below shall be payable.

Percentage of Capital Sum Insured

(i) Loss of toes all	20
Great-both phalanges	5
Great-one phalanx	2
other than great, if more than	
one toe lost each	1
(ii) Loss of hearing - born ears	50
(iii) Loss of hearing one ear	15
(iv) Loss of four fingers and thumb	
of one hand	40
(v) Loss of four fingers	35
(vi) Loss of thumb-both phalanges	25
one phalanx	10
(vii) Loss of index finger - three phalanges	10
two phalanges	8
one phalanx	4
(viii) Loss of middle finger-three phalanges	6
two phalanges	4
one phalanx	2
(ix) Loss of ring finger-three phalanges	5
two phalanges	4



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one phalanx	2
(x) Loss of little finger-three phalanges	4
two phalanges	3
one phalanx	2
(xi) Loss of metacarpal	
First or second (additional)	3
Third four or fifth (additional)	2
(xii) Any other permanent partial disablement as assessed by the doctor.	

HOSPITALISATION COVER

If at any time during the currency of this policy the insured, having opted for the additional hospitalisation cover and paid the premium, shall sustain any bodily injury, resulting solely and directly from accident caused by external violent and visible means and if such injury shall be the sole and direct cause of the admission of the insured person at any nursing home or hospital in India, then the company shall reimburse the hospitalisation expenses, reasonably and necessarily incurred in respect thereof but not exceeding the limit stated under the policy schedule for this cover in any one period of insurance.

The company will reimburse the hospital expenses provided only when such accidental injury as defined earlier shall require the insured, upon the advice of a qualified medical practitioner, to incur medical/ Surgical expenses at any nursing home / hospital in India.

EXCLUSIONS:

The company shall not be liable under this policy for:-

1. Payment of compensation in respect of death, injury or disablement (a) from intentional self-injury, suicide or attempted suicide (b) whilst under the influence of intoxicating liquor or drugs (c) Whilst engaging in aviation or ballooning whilst mounting into dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) (d) Whilst racing on wheels, hunting, Big game shooting, Mountaineering or whilst engaged in Winter sports skiing & Ice Hockey. (e) Directly or indirectly caused by disease or insanity (f) Arising or resulting from the insured committing any breach of the law with criminal intent.
2. Payment of compensation in respect of death injury or disablement 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, Restrains and detainment.
3. Payment of compensation in respect of death or bodily injury or any disease or illness :
 - (a) Directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
 - (b) Directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

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4. Pregnancy exclusion clause. The insurance under this policy shall not extend to cover death or disablement or Hospitalisation expenses resulting directly or indirectly from pregnancy or in consequence thereof.
5. Specific exclusions for accidental cover:

The company shall not be liable under this policy for: -

- I. Compensation under more than one of the foregoing sub clauses in respect of the same period
 - II. Any other payment after a claim under one of the sub clauses (A) or (B) or (C) has been admitted and become payable.
 - III. Any payment in case of more than one claim under the policy during any one period of insurance by which the maximum liability of the company in that period would exceed the sum insured under the policy.
6. Specific exclusions for hospitalisation:

The company shall not be liable to make any payment under this policy in respect of any expenses incurred in connection with or in respect of:

- (i) Treatment not connected to the accidental injury, e.g., any medical expenses incurred on general check-up and or to investigate / treat for existing disability.
- (ii) Treatment of illness/disease or any disorders other than arising out of accidental injury.
- (iii) Hospitalisation expenses beyond the stipulated limit stated under the policy schedule for one policy period.
- (iv) Abortion or miscarriage or any complication and or sequel there from unless arising out of accident.
- (v) Dental treatment or surgery of any kind unless necessitated by an accident.
- (vi) Any treatment other than Allopathy

CONDITIONS

1. 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:



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- 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.
2. Upon the happening of any event which may give rise to a claim under this policy, written notice with full particulars must be given to the company immediately. In case of death, written notice also of the death must, unless reasonable cause is shown, be given before internment, cremation and in any case within one calendar month after the death. In the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight or amputation.

For hospitalisation expenses, claim must be filed within 30 days after discharge from the hospital or Nursing Home and the insured person shall obtain and furnish the company all original bills, receipts and other documents upon which a claim is based.

The documents should be sent to:

Health Claims Department

M/s.Royal Sundaram General Insurance Co. Limited.,

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3. Proof satisfactory to the company shall be furnished on all mater upon which a claim is based. Any medical or other representative of the company shall be allowed to examine the insured on the occurrence of any alleged injury or disablement when and so often as the same may reasonably be required on behalf the company and in the event of death to make post-mortem examination of the body of the insured. Such evidence as the company may from time to time require shall be furnished and the post - mortem examination report, be furnished within the space of fourteen days after demand in writing. In the event of claim in respect of loss of sight, the insured shall undergo at the insured's expenses such operation or treatment as the company may reasonably deem desirable.

Provided that in the case of claim by death or permanent total disablement all sums payable hereunder shall be payable only on the delivery of this policy cancelled and discharged. In the case of permanent partial disablement all sums payable hereunder shall be payable on the delivery of this policy for reduction of the sum insured by the amount admissible under the claim. 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 Proposer as per the relevant AML guidelines in force

4. Where the insured has opted for specified cover and effected payment of premium for that portion only then the company is liable to pay as per the provision defined under the particular cover only and not anything beyond.

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5. The Company shall be liable to pay any interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed, for sums paid or payable under this Policy, upon acceptance of an offer of settlement by the insured but there is delay in payment beyond 7 days the date of acceptance.
6. The company shall not be liable to make any payment under this policy in respect of any claim, if such claim be in any manner fraudulent or supported by any fraudulent statement or device, whether by the insured or by any person on behalf of the insured.
7. (a) The insured shall give immediate notice to the company of any change in his business or occupation.
(b) The insured shall on tendering any premium for the renewal of the policy give notice in writing to the company of any disease, physical defect or infirmity with which the insured person has become affected since the payment
8. 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



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9. 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.

10. 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.

11. If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall be independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by the parties to 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 of the dispute or 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 as herein before provided, if the company has disputed or not accepted liability under or in respect of this policy.



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

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 twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law or pending reference before ombudsman, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

12. 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.