

#### MICRO HEALTH SHIELD

## IMPORTANT NOTES ABOUT THIS INSURANCE

The Policy is an evidence of the contract between the Insured and Royal Sundaram Alliance Insurance Company Limited.

The information supplied by the Insured, is the basis of this contract.

The Policy, the Schedule and any Endorsement thereon shall be considered as one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Provided that the Insured pay the premium for himself/herself or the families intended to be Insured under this Policy and We receive and accept it, We will provide the insurance described in the Policy.

Insurance under this Policy is given subject to the Endorsements if any, exclusions, terms and conditions shown below and failure in compliance may result in the claim being denied.

### A. PERSONS WHO CAN BE INSURED

This insurance is applicable to persons & their family members up to 65 years of age. The set age limit is for entry stage only and there is no exist age for renewal of existing insured person. Family means spouse, dependant children (above 91 days) & dependant Parents.

## **B. 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 Alliance Insurance Company Limited.

#### Insured:

Institution /organization proposing for insurance cover.

#### Insured persons:

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.

#### Alternative treatments

Alternative treatments are forms of treatments other than treatment "Allopathy" or "modem medicine" and include Ayurveda, Unani, Sidha and Homeopathy in the Indian context.

#### Cashless facility

"Cashless facility" means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved.

#### Co-payment:

A co-payment is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible claim amount. A copayment does not reduce the Sum Insured.



# **Condition Precedent**

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

# **Congenital Anomaly**

Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference toform, structure or position.

# 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 rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

# Day care centre

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

--has qualified nursing staff under its employment;

--has qualified medical practitioner/s in charge;

--has a fully equipped operation theatre of its own where surgical procedures are carried out;

--maintains daily records of patients and will make these accessible to the insurance company's authorized personnel

# Day Care Treatment

Day care treatment refers to medical treatment, and/or surgical procedure which is:

- I. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
- II. which would have otherwise required a hospitalization of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition.

# **Dental Treatment**

Dental treatment is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

# Dependent Child

A dependent child refers to a child (natural or legally adopted), whose age is upto 18 years and who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income.

# Endorsement

Endorsement means written evidence of change to the Policy including but not limited to increase or decrease in the period, extent and nature of the cover agreed by Us in writing.

# External Congenital Anomaly

Congenital anomaly which is in the visible and accessible parts of the body

#### 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

# Royal Sundaram

ROYAL SUNDARAM ALLIANCE INSURANCE COMPANY 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

# 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.

# 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.

# Illness

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment

# 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.

# In-Patient

An Insured Person who is admitted to Hospital and stays for a minimum period of 24 hours, for the sole purpose of receiving treatment.

# **In-Patient** 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.

# 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.

# Internal Congenital Anomaly

Congenital anomaly which is not in the visible and accessible parts of the body.

# **Medical Expenses**

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.'

# 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 of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.

# **OPD treatment**

OPD treatment is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.

# 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.

#### Portability

Portability means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.

#### Pre Existing Disease:

Any condition, ailment or injury or related condition(s) for which the insured person 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.

# Post – Hospitalisation

Medical Expenses incurred immediately after the insured person is discharged from the hospital provided that:

- 1. Such Medical Expenses are incurred for the same condition for which the insured person's hospitalization was required and
- 2. The inpatient hospitalization claim for such hospitalization is admissible by us.

This would be available for a period of 30 days after discharge from hospital or as per the terms set under the policy schedule.

# Pre - Hospitalisation

Medical Expenses incurred immediately before the Insured Person is Hospitalised, provided that:

- 1. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
- 2. The In-patient Hospitalization claim for such Hospitalization is admissible by Us.

This would be available for a period of 15 days prior to hospitalization or as per the terms set under special conditions stated in 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.



## **Room Rent**

Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

#### 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.

#### Surgery:

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 of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner

#### Unproven/Experimental treatment

Treatment including drug experimental therapy which is not based on established medical practice in India is treatment experimental or unproven.

#### Expenses covered under the policy

- 1. Room, boarding and nursing expenses as provided by the hospitals/ nursing home is subject to a maximum of 2% of the sum insured per day and for intensive care unit (ICU), 4% of the sum insured per day or as per limits set under policy schedule.
- 2. Surgeon, Anesthetist, Medical practitioner, Consultants & specialists fees subject to limit of 40% of the sum insured.
- 3. Anesthesia, blood, Oxygen, Operation theater charges , Medicines & drugs , Diagnostic materials and X-ray , Dialysis, Chemotherapy, Radiotherapy.
- 4. Pre- hospitalization and post hospitalization expenses (as specified) when the claim for hospitalization is admitted under the policy.

Or

5. The package rate agreed upon with the Hospital by the insurer for cashless facility.

# C. BENEFITS

a. The policy covers Hospitalisation expenses of the insured person incurred at the Hospitals for treatment of the diseases, illness, medical condition or injury, during the policy period up to the sum insured stated in the schedule subject to the terms, conditions, limitations and exclusions mentioned in the policy.

For a claim to be admitted under this policy the insured person should be hospitalized as an inpatient during the period of insurance for a minimum period of 24 hrs. However this time limit is not applicable to specific day care surgeries / procedures as listed below;

#### Day care services:

Haemo-Dialysis, Parenteral Chemotherapy, Radiotherapy, Eye Surgery, Lithotripsy (kidney stone removal), Tonsillectomy, D&C, Dental surgery following an accident, Surgery of Hydrocele, Surgery of Prostrate, Gastrointestinal Surgery, Genital Surgery, Surgery of Nose, Surgery of Throat, Surgery of Ear, Surgery of Urinary System, Treatment of fractures/dislocation (excluding hair line fracture), Contracture releases and minor reconstructive procedures of limbs which otherwise require hospitalization, Laparoscopic therapeutic surgeries that can be done in day care, Identified surgeries under General Anaesthesia any other disease/procedure mutually agreed upon by the insured and Royal Sundaram.



# **D. EXCLUSIONS**

The Company shall not be liable under this Policy for any expenses in connection with or in respect of:

1. Pre Existing Diseases

Any condition, ailment or injury or related condition(s) for which insured person 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 us.

Policy will not provide coverage for Pre existing diseases as defined in the policy, until 48 months of continuous coverage have elapsed, since inception of the first policy with us.

- 2. 30 Days waiting period: Any hospitalization by the inured person during the first 30 days from the inception date of the policy
- 3. First year exclusions: During the first 12 months from the inception date, the expenses on treatment of cataract, Benign Prostatic hypertrophy, Hysterectomy for menorrhagia or Fibroma, Hernia, Hydrocele, fistula in anus, Piles, Sinusities and related disorders.
- 4. Conditions that do not require hospitalization: Condition that do not require hospitalization and can be treated under out patient Care. Out patient Diagnostic, Medical and Surgical procedures or treatments unless necessary for treatment of a disease covered under day care procedures.
- 5. Expenses incurred at Hospital or Nursing Home primarily for evaluation / diagnostic purposes only during the hospitalized period and expenses on vitamins and tonics etc unless forming part of treatment for injury or disease as certified by the attending physician.
- 6. Any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, filling of cavity, root canal including wear and tear etc. unless arising from disease or injury and which requires hospitalisation for treatment.
- 7. The cost of spectacles, contact lenses and hearing aids.
- 8. Congenital external diseases: Congenital external diseases or defects or anomalies,
- 9. Convalescence, general debility, "run down" condition or rest cure.
- 10. Drug and Alcohol Induced illness: Diseases / accident due to and or use, misuse or abuse of drugs / alcohol or use of intoxicating substances or such abuse or addiction etc.
- 11. Sterilization and Fertility related procedures: Sterility, any fertility, sub-fertility or assisted conception procedure. Hormone replacement therapy, Sex change or treatment which results from or is in any way related to sex change.
- 12. Vaccination: Vaccination, inoculation or change of life or cosmetic or of aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness. Exclusion of vaccination does not apply for post bite treatment.
- 13. Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident.
- 14. War, Nuclear invasion: Injury or disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, War like operations (whether war be declared or not) or by nuclear weapons / materials. Including chemical & biological terrorism.
- 15. Suicide: Intentional self-injury/suicide, all psychiatric and psychosomatic and related disorders.
- 16. Any other Alternative Treatments except Allopathy
- 17. Any treatment received in convalescent home, convalescent hospital, nature care clinic or similar establishments.
- 18. Treatment arising from traceable to pregnancy/ childbirth including caesarean delivery and it's complications. This exclusion does not apply to ectopic pregnancy.
- 19. Treatment of psychiatric, mental or nervous conditions and insanity.
- 20. Treatment for obesity, Sex change, Hormone replacement therapy.
- 21. Any cosmetic, Plastic surgery of any description unless medically necessary as a result of an accident/part of treatment of cancer & burn.
- 22. All expenses arising out of any condition directly indirectly caused with Human T-cell Lympphotropic Virus Type-III (HTLB-III) or Lymphadenopathy associated Virus (LAV) or the Mutants Derivative or variations deficiency syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS
- 23. Expenses on vitamins and tonics unless forming part of treatment for injury or disease.
- 24. Unproven / Experimental Treatment



# E. CONDITIONS

# 1. Floater cover:

The sum insured stated in the schedule is extended on floater basis. The policy benefit can be availed individually or collectively by members of family covered and the maximum liability of the Company in respect of any one family during the policy period is the Sum Insured stated

# 2. Co-payment clause :

The insured person has to bear the expenses in proportion as set in the schedule of all claims admitted under the policy. Expenses mean all expenses admissible under the policy.

# 3. Claims procedure:

Provided that the due observance and fulfillment of the terms and conditions of this Policy (conditions and all Endorsements hereon are to be read as part of this Policy) shall, sofar 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:

• For opting Cashless Facility: (applicable where the Insured has opted for cashless facility and has paid the Third Party Administrator's fees) -

In the event of falling sick, ill or sustaining injury, the insured person or his family member shall approach the help desk at Empanelled hospital with the Health card of the respective family.

The Cashless access services shall be provided to the insured person through TPA service arrangement up to the Sum Insured available for the family subject to admissibility of claim.

- **Reimbursement Claims** Preliminary notice of claim with particulars relating to Policy number, health card number, name of the Insured Person in respect of whom claim is made, nature of illness/injury and name and address of the Hospital/ Nursing Home shall be given to the Insurer within seven days from the date of hospitalization /injury/ death, failing which admission of claim is at Insurer's discretion.
- The insured/insured person shall submit the claim form duly completed in all respects along with the following documents within 30 days from the date of discharge from Hospital.
  - Original Bills, Receipt and Discharge certificate / card from the Hospital.
  - Original Cash Memos from Hospital(s)/Chemist(s), supported by the proper prescriptions.
  - Original Receipt and Pathological test reports from a Pathologist supported by the note from the attending Medical Practitioner / Surgeon demanding such Pathological tests.
- If required, the Insured/Insured Person must give consent to obtain Medical opinion from any Medical Practitioner at Insurers expense.
- If required, the Insured/Insured person must agree to be examined by a medical practitioner of Insurer's choice at insurer's expenses.

The 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 600 097 Ph: 91-44- 71177117 Fax: 91-44- 7113 7114

• **Procedure for Cashless Claims:** Cashless claims facility is available only with our network hospitals. The list of network hospitals is also available in the policy kit. Also available under the link "cashless hospitals" in claims section of the website. Under this facility you will have to sign the bills at the



time of your discharge and we shall settle the amount directly with the hospital. You can contact our Third Party Administrator through the helpline numbers shown in the policy schedule, immediately on admission by quoting your Membership number shown on your health card.

# Cashless Claims procedure for Emergency Admission:

- In case of network hospital, on admission, Intimate Third party administrator (TPA) through Toll free no. Please quote your health card Membership number
- Fill in the cashless request form which is available with the Hospital Insurance Help Desk and get it certified by your treating doctor
- This form, with supporting medical records has to be faxed by the hospital to the TPA's fax number
- TPA scrutinizes the documents, conveys the decision to the hospital -sanction of cashless request or calls for additional documents, if required.
- On approval of cashless facility by TPA, the hospital bills will be settled directly (subject to policy limits). Inadmissible amounts like telephone charges, food, attendant charges etc would have to be settled by you
- If cashless is not approved by TPA, please settle the bill with the hospital and apply for reimbursement. The claim will be processed as per policy terms and conditions
- The Turn around time for approving Cashless decision by our TPA is 24 HOURS AFTER RECEIPT OF ALL DOCUMENTS

# Cashless Claims procedure for Planned Admission:

- Select a hospital from our list of network hospitals for treatment
- Intimate our Third party administrator (TPA) through the Helpline Number before 3 days of admission, quoting your Health card Membership number
- Fill in the cashless request form which is available with the Hospital Insurance Help Desk and get it certified by your treating doctor
- This form, with supporting medical records has to be faxed by the hospital to the TPA's fax number
- TPA scrutinizes the documents, conveys the decision to the hospital -sanction of cashless request or calls for additional documents, if required
- On approval of cashless facility by TPA, the hospital bills will be settled directly (subject to policy limits). Inadmissible amounts like telephone charges, food for attendants etc would have to be settled by you
- If cashless is not approved by TPA, please settle the bill with the hospital and apply for reimbursement. The claim will be processed as per policy terms and conditions
- The Turn around time for approving Cashless decision by our TPA is 24 HOURS AFTER RECEIPT OF ALL DOCUMENTS

**Procedure for Reimbursement of Claim:** Reimbursement facility is available at network hospitals as well as non-network hospitals

- You have to avail treatment and settle all the bills with the hospital and file a claim for reimbursement
- Intimate Royal Sundaram through toll free number 1800 345 88 99 (OR) email to customer.services@royalsundaram.in immediately on admission not later than 7 days from the date of discharge. Please quote your Policy certificate number
- Claim form can be downloaded from the website directly.
- Submit the following Claim Documents to the Company within 30 days from the date of discharge



# 4. Payment of Claim

All claims under respective certificate of insurance shall be payable in Indian Currency. Any claim intimated after 90 days from the date of discharge from the Hospital/Nursing Home, shall

not be entertained.

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

No Claim is admissible beyond 180 days from date of expiry of the policy in respect of hospitalization commencing within the Period of Insurance

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.

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

# 5. Transfer

Transferring of interest in this Policy to anyone else is not allowed.

# 6. Inclusion during the policy period

During the currency of the Policy, inclusion will be permitted for new joiners of the organization and their dependants, newly married spouse, newborn child of the existing insured family subject to the age criteria. However spouse, dependants not covered at the time of inception cannot be included during the course of the current policy. The PED clause and waiting period will apply from the date of joining.

Inclusion of persons shall be done on collection of additional premium as decided by the company.

# 7. Cancellation

The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, nondisclosure of material facts on the Proposal Form or non-cooperation by You, by giving fourteen (14) days notice in writing by courier / registered post / acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of mis representation or fraud or non disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. 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.

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 retain the premium for the period his Policy has been in force at the Company's short period scale as mentioned below 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. **Short Period Scales** 

Period on Risk	Rate of Premium to be retained
Tenure of the Policy	1 Year
Up to 1 month	25% of Premium
Up to 3 months	50% of Premium
Up to 6 months	75% of Premium
Up to 12 months	Full Premium



# 8. Insurer's rights/Subrogation

The Insured under this Policy shall at the expense of the Company do and concur in doing, permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall or would become entitled or subrogated, upon the Company paying the benefits provided under this Policy, whether such acts and things shall be or become necessary or required before or after the settlement of claim to the Insured or claimant by the Company.

# 9. 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) 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.

#### 10. Geographical Area

The cover granted under this insurance is valid for treatments taken in India only.

## 11. Contribution:

If at the time of a claim under this Policy, there is any other insurance of any nature whatsoever covering the same Insured Person/s whether effected by the Insured /Insured Person or not, we shall not be liable to pay more than our ratable proportion of the loss / expenses.

# 12. Portability:

If the insured person(S) covered under this policy choose to migrate from this policy to individual policy or family floater with us, the insured person(S) under this policy have the right to transfer the credit gained by the insured person(S) for pre-existing conditions and time bound exclusions, provided policy has been maintained without any break or within thirty days from the date of expiry of the group policy.

We would not be liable to offer portability if the policyholder fails to approach the new insurer atleast 45 days before the premium renewal date.

#### 13. Notice

Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company, through which this insurance is affected.

In case of the Insured, at the address specified in the Schedule / Certificate of Insurance. 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 600 097 Ph: 91-44- 71177117 Fax: 91-44- 7113 7114

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.



# 14. Duty of Disclosure

This policy shall be void in the event of misrepresentation, misdescription or non disclosure of any information, material to assumption of risk.

# 15. Fraud

If any claim is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured and /or Insured Person or anyone acting on his behalf to obtain any benefit under this Policy, all benefits under this Policy will be forfeited and the Company may choose to void the Policy and reclaim all benefits paid in respect of such Insured Person.

# 16. Renewals

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.

# 17. 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 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.

# 18. Disclaimer

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 matter of a suit in a Court of law or pending reference before Ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

# 19. Jurisdiction

The Policy is subject to the laws of India and the jurisdiction of its Courts.



# 20. Change of address

The Insured must inform in writing of any change in his/her address.

#### 21. Change in Benefit plan or Sum Insured

Any change in Sum Insured can be considered only at the time of renewal. Eligibility for enhancement of Sum Insured is not automatic and is subject to the discretion of the Company.

#### 22. Compliance with Policy provisions

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

#### 23. Grievances

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address or contact through Toll Free number during normal business hours or by E mail.

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

The complaint by an aggrieved person has to be in writing, the complaint can also be lodged through the legal heirs of the insured.

#### Before lodging a complaint:

i) the complainant should have made a representation to the insurer named in the complaint and the Royal Sundaram Alliance Insurance company limited either should have rejected the complaint or the complainant have not received any reply within a period of one month after the concerned Royal Sundaram Alliance Insurance company limited has received his complaint or he is not satisfied with the reply of the Royal Sundaram Alliance Insurance company limited.

ii) The complaint is not made later than one year after the Royal Sundaram Alliance Insurance Company limited had replied.

iii) The same complaint on the subject should not be pending with before any court, consumer forum or arbitrator.

The Insurance Ombudsman's offices are located at Ahmedabad, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Guwahati, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi.