



Royal Sundaram

ROYAL SUNDARAM ALLIANCE INSURANCE COMPANY LIMITED

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

Corporate Office: "Sundaram Towers" 45 & 46,
Chennai 600014.

Ph: 91-44-2851 7387 Fax: 91-44-2851 7376

JANATHA PERSONAL ACCIDENT INSURANCE POLICY
(FOR AGE GROUP 10 – 70 YEARS)

WHEREAS the insured named in the schedule hereto has made to ROYAL SUNDARAM ALLIANCE INSURANCE COMPANY 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 or whilst engaged in Winter sports skiing & Ice Hockey. (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.
2. Proof satisfactory to the company shall be furnished of all matters upon which a claim is based. Any medical 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, and in the event of death to make a post-mortem examination of the body of the insured. 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. No sum payable under this policy shall carry interest.
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.

OR the policy may be cancelled at any time by the Insured by giving 30 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. 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



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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.