

Royal Sundaram Alliance Insurance Company Limited

Corp. Office: "Sundaram Towers" 45 & 46, Whites Road, Chennai - 600 014. Regd office: 21, Patullos Road, Chennai - 600 002.

ACCIDENT SHIELD ON LINE ACCIDENTAL DEATH AND DISABLEMENT

IMPORTANT NOTES ABOUT THIS INSURANCE

- 1. Please read this Policy carefully and make sure that you understand it. If you have any questions about this insurance, please telephone or write to us.
- 2. Please inform us immediately of any change in your address and telephone number.

THE INSURANCE CONTRACT

- 1. The Policy is an evidence of the contract between you (Insured) and us (the companu).
- 2. The proposal or any information supplied by you shall be incorporated in and be the basis of this contract.
- 3. The Policy, the Schedule and any Endorsement are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.
- 4. Provided you pay the premium for all the Insured Persons in the category intended to be insured under this Policy and we receive and accept it, we will provide insurance as described in the Policy.
- The terms, conditions and exceptions that appear in the Policy or in any endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.

INSURED PERSON

The terms and conditions laid down are applicable to persons between the age group of 18 and 70 years (completed years). This Policy automatically ceases to operate on the Insured Person completing 70 years of age. Financially Dependant Children aged between 5 years and 18 years can also be covered under this Policy.

BENEFITS

If at any time during the currency of the Policy, the Insured Person shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means, anywhere in the world, then the Company shall pay to the Insured Person or nominee(s)/legal heir(s) of the Insured Person as the case may be, the sum or sums hereinafter set forth, that is to say:

DEATH:

(a) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the sum stated in the relevant section of the Policy Schedule.

PERMANENT TOTAL DISABLEMENT:

- (b) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
 - Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or such loss of sight of one eye and such loss of one entire hand or one entire foot, the sum stated in the relevant section of the Policy Schedule.
 - 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 sum stated in the relevant section of the Policy Schedule.
- (c) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
 - Sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the sum stated in the relevant section of the Policy Schedule.
 - Use of a hand or a foot without physical separation, fifty percent (50%) of the sum stated in the relevant section of the Policy Schedule.

Note: For the purpose of clause (b) and (c) above, 'physical separation' of a hand means separation at or above the wrist and of the foot means separation at or above the ankle.

(d) 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 the sum stated in the relevant section of the Policy Schedule.

PERMANENT PARTIAL DISABLEMENT:

e) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and / or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Sum Insured as indicated below shall be payable.

Table of Benefits		Percentage of Sum Insured	
2.1			00
i) Loss of toes	-	all	20
Great	-	both phalanges	5
Great	-	one phalanx	2
Other than Great, if more than one toe lost,	-	for each toe	1
ii) Loss of hearing	-	both ears	75
iii) Loss of hearing	-	one ear	30
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	
	-	two phalanges	10
	-	one phalanx	
viii)Loss of middle finger	-	three phalanges	
	-	two phalanges	6
	-	one phalanx	
x) Loss of ring finger	-	three phalanges	
	-	two phalange	5
	-	one phalanx	
x) Loss of little finger	-	three phalanges	
	-	two phalanges	4
	-	one phalanx	
xi) Loss of metacarpals	-	first or second (addl)	
	-	third, fourth or	
	_	fifth (addl)	3
xii) Any other permanent	-	percentage as	
partial disablement		assessed by the panel	
		doctor of the Company.	

SPECIAL FREE BENEFITS:

1. EDUCATIONAL GRANT:

In the event of death or Permanent total disablement of either Parents insured under this Policy due to an accident as defined in the Policy, the Company shall pay educational grant for two dependent children as below:

- (a) If the Insured Person has one dependent child below the age of 18 years, an amount of Rs. 5,000/- is payable during the entire policy period.
- (b) If the Insured Person has more than one dependent child below the age of 18 years (but not more than two), an amount of Rs. 10,000/- is payable during the entire policy period.

The payment as above will be made along with the sum stated in the relevant section of the Policy Schedule to the same person/s who is / are entitled to receive the stated sum.

Provided that if there by any other subsisting Personal Accident Insurance/s covering the Insured Person, total benefits under this grant, under all 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.

2. TRANSPORTATION EXPENSES OF MORTAL REMAINS:

It is hereby agreed that in the event of the death of the Insured Person due to an accident, as defined in the Policy outside his/her residence, the Company shall pay a lump sum of Rs. 10,000/-.in addition to the amounts payable under (a) for transportation of Insured Person's dead body to the place of his/her residence

3. CUMULATIVE BONUS

Compensation payable under the foregoing clauses (a), (b) (c) and (d), 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 applicable on the Expiring Sum Insured or the revised Sum insured whichever is lower, 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.

EXCEPTIONS

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

- 1) Compensation under more than one of the foregoing clauses except (c) & (e) in respect of the same incident.
- 2) Any other payment after a claim under one of the foregoing clauses (a), (b) & (d) has been admitted and become payable. This would not apply to any claim admitted under clause (c) & (e) as mentioned above.
- 3) 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 for death

and disablement payable shall exceed the sum stated in the relevant section of the Policy Schedule. This would not apply to any claim admitted under clause (e) as mentioned above.

However in the event of a death claim, the sum payable shall be the Sum Insured under the relevant section of the Policy Schedule after deducting the amount already paid for the earlier disablement claim, if any.

- 4) Payment of compensation in respect of death, injury or disablement of the Insured Person
 - a) from intentional self-injury, suicide or attempted suicide.
 - b) whilst under the influence of intoxicating liquor or drugs.
 - c) whilst engaging in aviation, whilst mounting into or dismounting from or travelling in any aircraft other than as passenger (fare paying or otherwise) in any duly licensed Standard type of Aircraft anywhere in the world. ["Standard type of Aircraft" means an aircraft duly licensed to carry passenger (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine].
 - d) directly or indirectly caused by venereal diseases, AIDS or insanity.
 - e) arising or resulting from the Insured Persons committing any breach of law with criminal intent.
 - f) as a result of, or which is contributed to by, the Insured Person suffering from any pre-existing condition or pre-existing physical or mental defect or infirmity.

Pre-existing disease/condition shall mean such injury/ diseases, which have been in existence at the time of proposing this insurance. Pre-existing condition means any illness/ sickness/injury or its symptoms, which existed prior to the effective date of this insurance, whether or not the Insured Person had knowledge that the symptoms were relating to the sickness. Complications arising from pre-existing disease will be considered part of that pre-existing condition. Pre-existing condition also means any physical or mental defect or infirmity or its symptoms, which existed prior to the effective date of this insurance, whether or not the Insured Person had knowledge that the symptoms were relating to the physical or mental defect or infirmity. Complications arising from the pre-existing physical or mental defect or infirmity will be considered as part the pre-existing condition

- g) In the event the insured person is a victim of culpable homicide, i.e. where the insured dies due to act committed against him, which act is committed with the intention of causing death or with the intention of causing bodily injury as is likely to cause death, or with the knowledge that such act is likely to cause death
- 5) Payment of compensation in respect of death, injury or disablement of the Insured Person 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 Detainments.
- 6) Payment of compensation in respect of death of or bodily injury or any disease or illness to the Insured Person.
 - a) directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity 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 weapon material.
- 7) Pregnancy Exclusion Clause: This Policy shall not extend to cover death or disablement resulting directly or indirectly caused by or contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
- 8) 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, rock climbing, pot holing, bungee jumping, skiing, ice-hockey, ballooning, hand gliding, river rafting, polo 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
 - Bookmaker (for gambling)
 - · Demolition contractor
 - Explosives users
 - Fisherman (seagoing)

- Jockey
- Marine salvager
- · Miner and other occupations underground
- · Off-shore oil or gas rig worker
- Policeman (Full time)
- 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)
- Steeplejack
- Stevedore
- Structural steelworker
- Tower crane operator
- Tree feller
- Ship crew
- 9) Nuclear, Chemical, Biological Terrorism Exclusion Clause: The Insurance under this Policy shall not extend to cover Death, disablement, injury or medical expenses 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 organisation(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 Person.

CONDITIONS

- Upon the happening of any event which may give rise to a claim under the Policy, written notice with full particulars must be given to the Company immediately, and in any case, not later than 30 days after the death/disablement/ injury.
- 2) Proof satisfactory to the Company shall be furnished for all matters upon which a claim is based.
 - a) Any medical practitioner or other agent of the Company shall be allowed to examine the Insured Person on sustaining any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company.
 - b) In the event of a claim in respect of loss of sight, the Insured Person shall undergo at his own expense such operation or treatment as the Company may reasonably deem desirable
 - c) Such evidence as the Company may from time to time require shall be furnished and postmortem examination report if necessary be furnished within a period of fourteen days after demand in writing.

Provided that all sums hereunder shall be payable.

- a) In case of death or permanent total disablement (except for loss of sight of one eye or loss of one limb), only after deleting by an endorsement, the name of the Insured Person in respect of whom such amount shall become payable without any refund of premium.
- b) In case of any permanent partial disablement and permanent total disablement (for loss of sight of one eye or loss of one limb) only after reduction of sum stated in the relevant section of the Policy Schedule by an endorsement, by the amount admissible under the claim in respect of the Insured Person to whom, such sum shall become payable.

The documents required in case of death claims are:

a. Death Certificate

- b. Post mortem report.
- c. Chemical analysis report / viscera report.
- d. Inquest Panchanama report issued by the Police.
- e. First information report.
- f. Admission/Discharge/Death summary (if applicable)
- g. English translation of vernacular documents
- h. Legal Heir Certificate/ Succession Certificate where nomination has not been made

The documents required in case of disablement claims are:

- a. Medical Certificate forming part of the claim form.
- b. Investigation reports (Laboratory tests, X- rays and reports essential for confirmation of the injury such as MRI report, CAT Scan etc.)
- c. First Information Report where applicable.
- d. Medical bills and cash receipts.
- e. Admission/Discharge summary.
- f. English translation of vernacular documents.

No sum payable under this Policy shall carry interest, unless directed by Court of Law in India.

- 3) 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 acting on behalf of the Insured.
- 4) The Insured shall give immediate notice to the Company of any change in his business or occupation and address. The Insured shall on tendering any premium for the renewal of the Policy Schedule, give notice in writing to the Company of any disease, physical defect or infirmity with which he/she has become affected since the payment of last preceding premium.
- 5) The Company may at any time by giving 14 days notice in writing terminate the Policy Schedule, provided that the Company shall in that case return to the Insured, the then last paid premium less a pro-rata thereof for the portion of the 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 Person at the address last registered in the Company's

books and shall be deemed to have been received by the Insured Person at the time when the same would be delivered.

Ωr

The Policy may be cancelled at any time, by the Insured on 14 days notice in writing sent under Registered Post Acknowledgement Due. The Insured Person shall be entitled to the return of premium less premium at Company's short period rates* for the period the Policy Schedule has been in force.

* Short period scales for One Year Policy

onort period sedies for one real rolleg			
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 for 2 Years Policy:

For a period not exceeding	30 days	10% of the Premium Paid
-do-	2 months	15% of the Premium Paid
-do-	4 months	30% of the Premium Paid
-do-	6 months	40% of the Premium Paid
-do-	8 months	50% of the Premium Paid
-do-	10 months	60% of the Premium Paid
-do-	12 months	70% of the Premium Paid
-do-	14 months	75% of the Premium Paid
-do-	16 months	80% of the Premium Paid
-do-	18 months	85% of the Premium Paid
For a period exceeding	18 months	Full Premium Paid

No refund will be made for such Insured Persons where a claim has been intimated, paid or admitted under the Policy during such period.

7) Renewals

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the insurer. Nothing herein or otherwise shall oblige the Company to offer renewal terms or restrict any renewal terms as to premium or otherwise.

- 8) The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or any other dealings with or relating to this Policy but the receipt of the Insured or his nominee(s)/legal heir(s) shall in all cases be effective discharges to the Company.
- 9) If any dispute or difference shall arise as to the quantum to be paid under the 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 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 3 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 and Conciliation Act. 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before 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 under the situation described above, that the 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 Person for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been the subject matter of a suit in Court of Law or pending reference with Ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10) Provided always that the due observance and fulfillment of the terms and conditions of this Policy along with endorsements shall so far as they relate to anything to be done or not to be done by the Insured Person be a condition precedent to any liability of the Company under this Policy.

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

12) Grievance

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:

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

The 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.

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 1800 345 8899 (Toll free) or 94444 48899 (Mobile) or mail us at Sundaram Towers 45 & 46, Whites Road, Chennai 600 014 or e-mail at customer.services@in.royalsun.com