

(Formerly known as Royal Sundaram Alliance Insurance Company Limited) Corp. Office : Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office : 21, Patullos Road, Chennai - 600 002

## Policy Document Suraksha Personal Accident Insurance

#### **Policy Terms and Conditions**

## **B PREAMBLE**

**Royal Sundaram General Insurance Co. Limited** ("the Company"), having received a Proposal and the premium from the Proposer and the said Proposal, Declaration and Annexure thereto together with any statement, report or other document leading to the issue of this Policy, which form the basis of this contract, do, by this Policy agree, subject to the terms and conditions as set out in the Schedule with all its Parts, that on proof to the satisfaction of the Company, of the compensation having become payable, as set out in Part I of the Schedule, upon the happening of an event, to pay the Sum Insured/appropriate Benefit.

### PART II OF THE

### SCHEDULE C

## DEFINITIONS

In this Policy, the following words and expressions shall have the following meanings, as set forth, unless the contextotherwise requires:

### C.1 Standard Definitions

#### C.1.1 Accident

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

#### C.1.2 Medical Expenses

Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

#### C.1.3 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.

## C.1.4 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.

C.1.5 **Pre-Existing Condition** means any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment within 36 months to prior to the first policyissued by the insurer.



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### C.1.6 Reasonable and Customary Charges

Reasonable and Customary charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness/injury involved.

### C.1.7 Notification of Claim

Notification of Claim is the process of notifying a claim to the insurer by specifying the timelines as well as the address/telephone number to which it should be notified.

### C.1.8 Renewal

Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of graceperiod for treating the renewal continuous for the purpose of all waiting periods.

## C.1.9 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 p re existing diseases. If the premium is paid in instalments, coverage will still be available during the grace period.

## C.2 Specific Definitions

#### C.2.1 Accidental

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

- C.2.2 Act of Terrorism means any actual or threatened use of force or violence causing damage, injury, harm or disruptionor commission of an act dangerous to human life or property or government with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests whether such interests are declared or not. Robberies or other criminal acts primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrators and victims shall not be considered Terrorists Acts. Terrorism also shall include any act, which is verified or recognized by the relevant Government as an act of Terrorism.
- C.2.3 Age means the age of the insured person on his/her most recent birthday as per the English Calendar regardless of theactual time of birth at the time of commencement of Period of Insurance.
- C.2.4 Company means the Royal Sundaram General Insurance Co. Limited. (Formerly known as Royal Sundaram AllianceInsurance Company Limited)
- C.2.5 **Hazardous Sport/Hazardous Activities** means engaging whether professionally or otherwise in any sport or activity, which is potentially dangerous to the Insured Person (whether trained, or not). Such Sport/Activity including but not limited to Winter sports, Ice hockey, Skiing, Skydiving, Parachuting, Ballooning, Scuba Diving, Bungee Jumping, Mountain Climbing, Riding or Driving in Races or Rallies, caving or potholing, hunting or equestrian activities, diving or under-water activity, rafting or canoeing involving rapid waters, yachting or boating outside coastal waters, jockeys, horseback, Polo, Circus personnel, army/na vy/air force personnel and policemen whilst on duty, persons working inunderground mines, explosives, magazines, workers whilst involved in electrical installation with high-tension supply, nuclear installations, handling hazardous chemicals.
- C.2.6 **Insured Person** means all Cardholders of Citibank aged between 18 and 70 years (age in completed years) who haveopted for Citibank Suraksha Personal Accident Insurance, other than
  - 1. persons who cease to be Cardholders of Citibank for the following reasons
  - a) Voluntary cancellation of Card by Card holders; or



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b) Expiry of Card; or

c) Withdrawal of Card by Citibank;

d) Invalid status after the commencement of the Policy.

2. Persons who have voluntarily withdrawn from the Citibank Suraksha – Personal Accident Insurance Scheme after the commencement of the Policy from the month in which he/she opts out of the Scheme.

3. Persons in respect of whom, the installment premium has not been debited from the Citibank card account for any of the months during the currency of the policy due to any reason whatsoever shall cease to be Insured Persons for the month for which the installment premium has not been paid.

Motor Cycle Accident shall mean accident caused by or arising out of use of Motor Cycle in a public place. Motor Cycle shall mean any mechanically self-propelled two- wheeled vehicle (with or without gear/with or without side car).

- C.2.7 Proposer/You/Insured means CITIBANKN.A.
- C.2.8 **Policy** means the insurance contract, the Part I, Part II & Part III of the Policy Schedule and any other endorsementsriders and any other attached enrollment forms.
- C.2.9 **Sum Insured** means the maximum amount of coverage per benefit/section, as specified in Part I of the Schedule tothis Policy, that the Insured Person is entitled to in respect of each benefit/section.

#### PART III of the Schedule

#### D BENEFITS COVERED UNDER THE POLICY

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured person or his nominees or his legal heirs, a sum as compensation for any loss occurring during the Periodof Insurance as described under different section hereunder, and as specified in Part I of the Schedule to the Policy, but not exceeding the Sum Insured.

#### D.1 Section 1 Accidental Death & Dismemberment

The Company will pay as hereinafter mentioned:

If at any time during the Period of Insurance, the Insured Person shall sustain an y bodily injury resulting solely and directly from Accident caused by external, violent and visible means, then the insured person or his/her nominee(s) or legal representative(s), as the case may be, will be paid the Sum Insured mentioned in the Schedule of this policy, against Accident Death and Dismemberment, if such injury shall within 12 Calendar months of occurrence be the sole and direct cause of Death/Disablement as given in the table of benefits below.

Provided always that the policy will not pay under more than one of the following sub clauses in respect of the same Accident.

## **TERMS & CONDITIONS:**

If the Insured Person meets with an Accident, which leads to death or subsequent disablement, the Company will provide insurance coverage to the Insured in the following manner:

1. **Death of Insured Person:** If following an Accident that causes death of the Insured Person within 12 Calendar months from the date of Accident, then the Company will pay an amount as compensation subject to the maximum Sum Insured.

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2. **Permanent disablement of the Insured Person:** If following an Accident which caused permanent impairment of the Insured's mental or physical capabilities, then the Company will pay the benefits as provided in the Table of Benefits A or Bbelow, depending upon the degree of disablement provided that:

a) the disablement occurs within 12 Calendar months from the date of the Accident.

Death & Permanent Total Disablement Table A

Benefits	Percentage of Sum Insured
1. Death	100%
2. Permanent Total Disablement	100%
Total and irrevocable loss* of	
(i)Sight of both eyes	100%
(ii)Physical separation of two entirehands	100%
(iii) physical separation of two entirefoot	100%
(iv) One entire hand and one entire foot	100%
(v)Sight of one eye and loss of onehand	100%
(vi)Sight of one eye and loss of oneentire foot	100%
(vii)Use of two hands	100%
(viii)Use of two foot	100%
(ix)Use of one hand and one foot	100%
(x)Sight of one eye and use of onehand	100%
(xi)Sight of one eye and use of onefoot	100%
(xii)Sight of one eye	50%
(xiii)Physical separation of one entirehand	50%
(xiv)Physical separation of one entirefoot	50%
(xv)Use of one hand without physicalseparation	50%
(xvi)Use of one foot without physicalseparation	50%

\*Loss of Foot/hand means total severance through or above the ankle/wrist joints respectively. Loss of Eye means entire and irrevocable loss of sight. Thumb and index finger means actual severance through or above the joint that meets the hand at the palm.



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## Permanent Partial Disablement Table B

	Benefits	Percentage of Sum Insured	
i)	Loss of toes	all	20
<i>,</i>	Great	both phalanges	5
	Great	one phalanx	2
	Other than Great, ifmore	*	
	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 phalangestwo phalangesone phalanx	10
viii)	Loss of middle finger	three phalangestwo phalanges one phalanx	6
ix)	Loss of ring finger	three phalangestwo phalange one phalanx	5
x)	Loss of little finger	three phalangestwo phalangesone phalanx	4
xi)	Loss of metacarpals	first or second (addl) third, fourth or fifth (addl)	3
xii)	Any other permanentpartial disablement	percentage asassessed by the panel doctor of theCompany.	



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Payments under this section shall be restricted to a maximum of 75% of the

b) the disablement is confirmed and claimed for, prior to the expiry of a period of 3 months since occurrence of the disablement.

Sum Insured mentioned in the schedule for accidents caused by Motor Cycle Accidents.

Special Conditions:

If the Accident affects any physical or mental function, which was already impaired prior to the accident, a deduction as recommended by our panel Doctor will be made in respect of this prior disablement.

1. If the accident impairs a number of physical or mental functions, the degree of disablement given in the Table of Benefits will be added together, but liability in any case shall not exceed 100% of the Sum Insured.

2. In the event of an accident to the Aircraft in which the Insured Person is traveling as a fare paying passenger and the Insured's body cannot be located within 365 days from the date of such accident, then the Company shall pay 100% of the Sum Insured for Death Cover towards loss of life.

3. In the event of Permanent Disablement, the Insured Person will be under obligation:

a) To have himself/herself examined by doctors appointed by the Company/and the Company will pay the costs involved thereof.

b) To authorize doctors providing treatments or giving expert opinion and any other authority to supply the Company any information that may be required. If the obligations are not met with due to whatsoever reason, the Company may be relieved of its liability to pay.

#### **Exclusions:**

The Company shall not be liable to make any payment under this Benefit in connection with or in respect of any expenses what so ever incurred by the Insured in connection with or in respect of:

(a) Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entirebody and pathological disturbances caused by the mental reaction to the same.

(b) Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an Accident.

(c) Any payment in case of more than one claim under the policy during the period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under Table A& B of the Policy.

(d) Any other claim after a claim has been admitted by the Company and becomes payable for Death or 100% PermanentTotal Disablement, as mentioned in Table A.

(e) Any claim arising out of an accident related to pregnancy or childbirth, infirmity, whether directly or indirectly.

- (f) Any claim for death or Disablement of the Insured Person from.
- (a) intentional self-injury, suicide or attempted suicide.
- (b) whilst under the influence of intoxicating liquor or drugs.
- (c) self-endangerment unless in self-defense or to save life.
- (g) Any exclusion mentioned in the 'General Exclusions' of this Policy.



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## D.2 Section 2 - Monthly Income Benefit

The Company will pay as hereinafter mentioned:

If at any time during the Period of Insurance, the Insured Person shall sustain any bodily injury resulting solely and directly from an Accident, then the Insured Person will be paid the Sum Insured as mentioned in the Schedule of this policy, against Monthly Income Benefit for the period of 12 months, if such injury shall within 12 Calendar months of occurrence be the sole and direct cause of the following Permanent Total disablement:

Total and irrevocable loss\* of

- (i) Sight of both eyes.
- (ii) of physical separation of two entire hands.

(iii) of physical separation of two entire foot.

(iv) One entire hand and one entire foot.

(v) Sight of one eye and loss of one hand.

(vi) Sight of one eye and loss of one entire foot.

(vii) Use of two hands.

- (viii) Use of two foot.
- (ix) Use of one hand and one foot.
- (x) Sight of one eye and use of one hand.
- (xi) Sight of one eye and use of one foot.

\*Loss of Foot/hand means total severance through or above the ankle/wrist joints respectively. Eye means entire and irrevocable loss of sight. Thumb and index finger means actual severance through or above the joint that meets the hand at the palm.

This benefit is payable every month subject to a maximum period of 12 months from the date of Permanent Total Disablement, provided the insured survives till the last day of each month to get the benefit of that month. The benefit is payable for only one occurrence during the entire policy period.

All the benefit under this section is subject to exclusions, as mentioned in 'General Exclusions' of this Policy.

#### D.3 Section 3 Medical Expenses Due To Accident Hospitalisation:

The Company will pay as hereinafter mentioned:

Following an admissible claim under section 1 of this policy resulting in hospitalisation for a minimum period of 24 hrs in a Hospital, a lump sum amount as mentioned in the schedule.

#### Exclusions

1. Any claim during the first 7 days from the inception of the policy.

2. Any exclusion mentioned in the General Exclusion of this policy.

#### Conditions

1. The benefit is payable for only one occurrence during the entire policy period.



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2. Sufficient proof for the treatment taken in the Hospital, necessitating 24hrs hospitalization.

#### D.4 Section 4 Educational Grant:

The Company will pay as hereinafter mentioned.

Following an admissible claim under Section 1 of the policy towards death of the insured person, Educational Grant for amaximum of two dependent children of the Insured, as mentioned below:

(a) If the Insured Person has one dependent child below the age of 18 years, an amount of Rs. 5,000/- is payable.

(b) If the Insured Person has more than one dependent child below the age of 18 years an amount of Rs. 5,000/- per child but in any case not more than Rs.10000/-.

Provided that if there be any other subsisting Personal Accident Insurance/s covering the Insured Person, total benefits inrespect of Educational Grant, under all those Policies, shall be limited to

- A maximum of Rs.5000/- in case there is one dependent child. A maximum of Rs. 10,000/- in case there are twodependent children.

#### D.5 Section5 Transportation Expenses Of Mortal Remains:

The Company will pay as hereinafter mentioned

In the event of the death of the Insured Person due to an Accident, outside his/her residence, the Company shall pay a lump sum of Rs. 5,000/-for transportation of Insured Person's dead body to the place of his/her residence irrespective of the number of Personal Accident policies held by the insured.

## PART IV

#### **E EXCLUSIONS**

#### E.1 Specific Exclusions

#### (APPLICABLETO ALLSECTIONSOF THEPOLICY):

The Company shall not be liable to make any payments in respect of:

1. Any claim relating to events occurring before the commencement of the cover or otherwise outside the Period of Insurance

2. Any claim in respect of Pre-existing conditions.

3. Any claim if the insured acts against the advice of a physician.

4. Any claim arising out of Accidents that the Insured Person has caused intentionally or by committing a crime or as a result fdrunkenness or addiction (drugs, alcohol).

5. Any claim arising out of mental disorder, suicide or attempted suicide self-inflicted injuries, or sexually transmitted conditions, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome), insanity and/or any mutant derivative or variations thereof howsoever caused.

6. Insured Person engaging in Air Travel unless he/she flies as a fare paying passenger on an aircraft properly licensed to carry passengers. For the purpose of this exclusion Air Travel means being in or on or boarding an aircraft for the purpose of flying therein or alighting there from.

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7. Accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, seizure, capture, arrest, restraints, detainments of all kings princes and people of whatever nation, condition or quality whatsoever.

8. Participation in riots, confiscation or nationalization or requisition of or destruction of or damage to property by or underthe order of any government or local authority.

9. Any Act of Terrorism which means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

10. Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:

a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.

b) Nuclear weapons material.

c) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

11. Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sports persons.

- 12. Participation in Hazardous Sport/Hazardous Activities.
- 13. Persons who are physically and mentally challenged, unless specifically agreed and endorsed in the policy.
- 14. Self exposure to needless peril (except in an attempt to save human life).

15. Any loss of which a contributing cause was the Insured Person's actual or attempted commission of or willful participation in an illegal act or any violation or attempted violation of the law.

16. Payment of compensation in the event of a rail accident except if the accident is directly caused / occurring while

- Boarding/travelling/alighting from a train.
- Within the railway area to which a public has got right of access.

## PART V OF THE SCHEDULE

## F GENERAL TERMS AND CLAUSES

## F.1 Specific terms and clauses

#### (APPLICABLE TO ALL SECTIONSUNDER THISPOLICY)

The conditions below apply throughout this insurance. Failure to comply with them may be prejudicial to a claim:

- F.1.1 The minimum and maximum entry age limit for the Insured is18 Years and 70 years respectively.
- F.1.2 Reasonable Precautions:

The Insured person shall take all reasonable and proper care to safeguard against Accident as if this insurance was not in force. Failure to do so will prejudice the insured person's claim under this insurance.

F.1.3 Obligations of the Insured Person:

Preliminary Notice: Upon the happening of any event, which may give rise to a claim under the policy, a preliminary

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notice with all particulars shall be given to the Company, Immediately, in any case, not later than 30 days after the occurrence of the event.

Claims for insurance benefits must be submitted to the Company not later than one (1) month after the completion of the treatment or after transportation of the mortal remains/ burial in the event of death.

## F.1.4 CLAIM PROCEDURE

### F.1.5 Notification of claim

- i. Intimation about an event or occurrence that may give rise to a claim under this policy must be given within 30 days of its happening.
- ii. Claims for insurance benefits must be submitted to the Company not later than one (1) month after the completion of the treatment or after transportation of the mortal remains/ burial in the event of Death.
- iii. If any treatment for which a claim may be made is to be taken and that treatment requires Hospitalisation in an Emergency, the company shall be informed within 24 hours of the admission of the insured person in Hospital.

Note: The Company will examine and relax the time limit mentioned herein above depending upon the merits of the case

### F.1.6 Documents to be submitted

- Basic documents required for All claims
- Duly completed claim form
- Photo Identity Proof of the insured person
- Copy of FIR/ Panchnama /Police Inquest Report (wherever these reports are required as per the circumstance of the Accident) duly attested by the concerned Police Station
- Copy of Medico Legal Certificate (wherever it is required as per the circumstance of the Accident) duly attested by the concerned Hospital
- Any other relevant document required by the Company for assessment of the claim

#### F.1.7 Documents required in case of Death covered under Section D.1.1

- Death certificate;
- Post Mortem Report (if conducted);
- Identity proof of Nominee or Original Succession Certificate/Original Legal Heir Certificate or any other proof to the satisfaction of the Company for the purpose of a valid discharge in case nomination is not filed by deceased.
- Copy of FIR/ Panchnama /Police Inquest Report (wherever these reports are required as per the circumstance of the Accident) duly attested by the concerned Police Station
- Panchanama / Accident report
- Chemical analysis report of viscera / blood sample
- Admission / Discharge / Death summary issued by hospital authority
- English translation of vernacular documents
- F.1.8 Documents required in case of Permanent Total Disablement (PTD) / Permanent Partial Disablement (PPD), covered under Sections D.1.1
  - Original treating Medical Practitioner's certificate describing the disablement
  - Original Discharge summary from the Hospital
  - Disability certificate issued by treating Medical Practitioner



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- Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable.
- Copy of FIR/MLC/Accident register

### F.1.9 Documents required for coverage under Section D.3- Hospitalisation Expenses due to Accident:

- Discharge Summary from The Hospital
- Medical & Investigation reports
- Prescriptions, and consultation papers of the treatment
- Any other medical, investigation reports, as applicable

### F.1.10 Documents required for coverage under Section D.4 - Education Grant:

- Proof to establish relationship Passport/Education certificate establishing proof of relationship of child with parents/Birth Certificate.
- Photo Identity Proof of Child
- Age proof of Child
- Bonafide Certificate issued by the educational institution confirming that he/she is a full time student of the institution

#### F.1.11 Claim Settlement

The Company shall settle or reject a claim, as the case may be, within 15 days from the date of receipt of last necessary document.

In case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.

However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.

In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

(Explanation: "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the Financial Year in which claim has fallen due)

### F.1.12 Payment of Claim

All claims under the policy shall be payable in Indian currency only.

F.1.13 Geographical Scope: The insurance cover applies Worldwide.

#### PART VI OF SCHEDULE

#### (APPLICABLE TO ALL BENEFITSUNDER THISPOLICY)

## F.1.14 Incontestability and Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured Person or any one acting on his behalf to obtain any benefit under this Policy.



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### F.1.15 Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured Person, shall be a condition precedent to any liability of the Companyto make any payment under this Policy.

### F.1.16 Material change

The Insured Person shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense.

- F.1.17 Automatic Termination of Insurance This policy shall automatically terminate.
  - upon the Insured Person's death.
  - at the expiration of the period for which the premium has been paid or on the expiration date shown in the policy schedule whichever is earlier.

## F.1.18 Special Provisions

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

## F.1.19 Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read, as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the Scope of Cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the Scope of Cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

## F.1.20 Electronic Transactions

The Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleserviceoperations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established b y or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

## F.1.21 Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the Policy the Insured Person shall:

(i) Forthwith file/submit a Claim Form in accordance with 'Obligation of the Insured Person' Clause as provided in General Conditions.

If the Insured Person does not comply with the provisions of this Clause or other obligations cast upon the Insured Person under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.



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### F.1.22 Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured Person's rights or recovery thereof against any person or organization, and the Insured Person shall execute and deliver instruments and papers necessary to secure such rights.

The Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to whichthe Company shall be or would become entitled or subrogated.

### F.1.23 Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

## F.1.24 Cancellation/Termination

The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact relating to this insurance of the insured or non-cooperation by the insured, by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall not refund to the insured any portion of the premium.

The Insured Person may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in such a case Insured shall be entitled for a return of premium less premium at Company's short period rates\* for the period the policy has been in force. No refund will be made for such Insured Person for whom a claim has been paid or admitted.

For a period not exceeding	15 days	10% of the AnnualPremium
-do-	1 month	15% of the AnnualPremium
-do-	2months	30% of the AnnualPremium
-do-	3months	40% of the AnnualPremium
-do-	4months	50% of the AnnualPremium
-do-	5months	60% of the AnnualPremium
-do-	6months	70% of the AnnualPremium
-do-	7months	75% of the AnnualPremium

#### \*Short Period Scales

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Surakshar ersonar Accurent insurance				
-do-	8months	80% of the AnnualPremium		
-do-	9months	85% of the AnnualPremium		
For a period exceeding	9months	Full Annual Premium		

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## F.1.25 Currency for Payments

All claims payable shall be paid in Indian Rupees only.

## F.1.26 Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submitto the exclusive jurisdiction of the High Court of Chennai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

## F.1.27 Arbitration Clause

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 the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of anyparty 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. 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 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.

It is also 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 three calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### F.1.28 Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to in case of the Insured, at the address specified in Part I of the Schedule. In case of the Company:

Royal Sundaram General Insurance Co. Limited. M/s.Royal Sundaram General Insurance Co. Limited., Corporateoffice: Vishranthi Melaram Towers, No. 2 / 319 Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

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



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### F.1.29 Customer Service

If at any time the Insured Person requires any clarification or assistance, the Insured may contact the offices of theCompany at the address specified, during normal business hours.

#### F.1.30 Grievances

We promise to provide the service you want, but sometimes mistakes can happen. If you're not satisfied with our service, we're here to make it right. Your satisfaction is our main concern, especially when things haven't gone as planned.

Step 1 : Please raise a complaint with us through our Online form, and we would come back to you with a response in 2 business days.

Step 2 : In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers

No.2/319, Rajiv Gandhi Salai(OMR) Karapakkam,

Chennai - 600097

Call us at

1860 425 0000

1860 258 0000

Drop us an email

care@royalsundaram.in

Step 3: In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers

No.2/319, Rajiv Gandhi Salai(OMR) Karapakkam,

Chennai - 600097

Senior Citizen Redressal :

9500413019

Grievance Redressal Officer :



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Mr. T M Shyamsunder, 9500413094

Drop us an email

manager.care@royalsundaram.in

Senior Citizen can Write to us at

seniorcitizengrievances@royalsundaram.in

Step 4 : In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers

No.2/319, Rajiv Gandhi Salai(OMR) Karapakkam,

Chennai - 600097

https://www.cioins.co.in/Ombudsman Click here to view Office of the Executive Council of Insurers

Drop us an email

head.cs@royalsundaram.in

Step 5 : In case you are not satisfied with the decision/resolution of the Company, you may approach the

IRDAI Grievance Call Center.

IRDAI Grievance Call Center

Insurance Regulatory & Development Authority of India

United India Tower, 9th floor, 3-5-817/818

Basheerbagh, Hyderabad- 500 029.

Contact Number: 040-66514888

Call us at

1860 425 0000

1860 258 0000

Drop us an email

gro@royalsundaram.in



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#### F.1.25 Installment Payment of Premium

a) The Insured is required to pay the premium on monthly basis for the number of Card Holders of Citibank who opted forCitibank Suraksha.

b) It is a condition precedent that premium applicable to the entire policy period shall be paid, by the Insured/InsuredPerson/Insured Person's legal heir(s) as the case may be, in the event of a claim under this policy.

c) No refund of premium will be made for the months prior to the month in which the Insured Person exercises his/her option to withdraw from the Scheme.

### F.1.26 Inspection of Records

The Insured shall maintain a proper record of all Card Holders of Citibank who have opted for Citibank Suraksha Personal Accident Cover and shall allow the Company to inspect such records at any reasonable time.

## F.1.27 Renewal Clause

- i. This Policy will automatically terminate at the end of the Policy Period. This Policy is ordinarily renewable on mutual consent for life, subject to application of Renewal and realization of Renewal premium. All Renewal application should reach Us on or before the Policy Period End Date.
- ii.We may in Our sole discretion, revise the Product and Renewal premium payable under the Policy provided that revision to the Renewal premium are in accordance with the IRDAI rules and regulations as applicable from time to time. Renewal premiums will not alter based on individual claims experience. We will intimate You of any such changes at least 3 months prior to date of such revision or modification.
- iii. The premium payable on renewal shall be paid to Us on or before the Policy Period End Date and in any event before the expiry of the Grace Period. For the purpose of this provision, Grace Period means a period of 30 days in case of one year immediately following the Policy Period End Date during which a payment can be made to renew this Policy without loss of continuity benefits such as Waiting Periods and coverage of Pre Existing Diseases.
- iv.Renewal of the Policy will not ordinarily be denied other than on grounds of moral hazard, misrepresentation or fraud or non-cooperation by You.
- v.We reserve the right to carry out underwriting in relation to any alterations like increase/decrease in Sum Insured, change in plan/coverage, addition/deletion of members, addition/deletion of Medical Conditions, request at the time of Renewal of the Policy. Any request for acceptance of changes on renewal will be subject to underwriting. The terms and conditions of the existing Policy will not be altered.
- vi. This product may be withdrawn by Us after due approval from the IRDAI. In case this product is withdrawn by Us, this Policy can be renewed under the then prevailing Health Insurance Product or its nearest substitute approved by IRDAI. We shall duly intimate You regarding the withdrawal of this product and the options available to You at the time of Renewal of this Policy.

For persons above 60 years, the sum insured under the policy shall be restricted to a maximum of 10 lacs, unless otherwise stated in the schedule.

## F.1.28 Free Look Period

At the inception of the policy the Insured Person will be allowed a period of 30 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 Insured Person has not made any claim during the free look period, he 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 any expenses incurred by the Insurer on medical examination of the insured

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person and the 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.

d) Free-look will not be applicable for policies with tenure less than one year.

e) Free-look not applicable in case of renewals.

All rights under this Policy shall immediately stand extinguished on the free look cancellation of the Policy.

## F.1.29 Moratorium

After completion of five continuous years under this policy no look back would be applied. This period of five years is called as moratorium period. The moratorium would be applicable for the Sum Insured of the first policy and subsequently completion of five continuous years would be applicable from the date of enhancement of sum insured only on the enhanced limits. After the expiry of Moratorium Period no claim under this policy shall be contestable except for proven fraud specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments as per the policy. The accrued credits gained under the ported and migrated policies shall be counted for the purpose of calculating the Moratorium period.

### F.1.30 Sanctions Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or re-striction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **Exclusion Clause for Sanctioned Crude Oil**

Notwithstanding anything to the contrary contained herein, the cover provided under this policy expressly excludes any loss of and / or damage to crude oil in stocks sourced or purchased from any country or entity which is a target of sanction, prohibition or restriction to which any (re) insurer may be subject pursuant to the Sanctions and Embargo Clause (hereby referred to as Sanctioned Crude Oil).

In the event of a recoverable loss emanating from an area storing Sanctioned Crude Oil, which spreads and/or impacts other areas of the plant/ stock, subject at all times to the Sanctions and Embargo Clause cover shall be provided for all such areas of the plant/stock including the storage tanks where Sanctioned Crude Oil is stored and the non-Sanctioned Crude Oil in stock that may be in the same storage tank(s) and only the Sanctioned Crude Oil in stock will be excluded.

Subject always to the terms, conditions and exclusions of the policy, any processed product that contains Sanctioned Crude Oil shall, to the extent permitted under the Sanctions and Embargo Clause be covered under this policy.

To the extent permitted under the Sanctions and Embargo Clause if any (re) insurer is not able to cover and/or pay claim due the Sanctions and Embargo Clause, only that amount not payable due to the Sanctions and Embargo Clause shall be excluded.

In the event of a loss hereunder to crude oil stocks, the indemnity amount shall, to the extent per-mitted under the Sanctions and Embargo Clause, be calculated by making an adjustment to exclude Sanctioned Crude Oil in accordance with the latest import / blending log as maintained by the Scheduling and Planning department (or equivalent) at the Refinery location of the incurred loss.

## 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.

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In all instances, call our Customer Services at our Chennai office at 1860 258 0000 or e-mail at <u>care@royalsundaram.in</u> or write us to Royal Sundaram General Insurance Co. Limited, Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

Royal Sundaram General Insurance Co. Limited

IRDAI Registration No.102. | CIN: U67200TN2000PLC045611