

SURAKSHA KAWACH SECTION 1 - CRITICAL ILLNESS Policy Document

#### **Royal Sundaram General Insurance Co. Limited**

Corp. Office : Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office : 21, Patullos Road, Chennai - 600 002

#### **Part II- Policy Document**

## **Policy Terms and Conditions**

## 1. Preamble:

This is a contract between the Insured Person and Royal Sundaram General Insurance Co. Limited subject to the receipt of full premium, Disclosure to Information Norm including the information provided by the Insured Person in the Proposal Form and the terms, conditions and exclusions of this Policy.

The Policy covers the Insured Person during the Policy/Coverage Period for the listed Critical Illness, provided it occurs, manifests or diagnosed itself during the Policy/ Coverage Period as a first incidence and the Insured Person survives the defined Survival Period.

We will not make payment under this Policy in respect of an insured person and for any and all policy periods more than once in the insured person's lifetime.

The Insured Person shall on his expense, inform the Company immediately of any change in the address, nature of job, state of health, or of any other changes affecting him or any Insured Person

The Policy, Certificate of Insurance, Policy Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any one of them shall bear such meaning wherever it appears.

The terms, conditions and exclusions 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.

#### 2. Definitions

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.

i. Accident means a sudden, unforeseen and involuntary event caused by external, visible and violent means.

ii. Adventure or Hazardous Sports/Activities means any sports or activity which is adventurous in nature uses any apparatus or involves physical movement, rotation, swinging, floating in air or water. These activities include Para sailing, Para gliding, trekking with apparatus, Bungee jumping, para-jumping, rock climbing, mountaineering, motor racing, horse racing or deep- sea diving etc.

iii. Age means the completed age (in years) of the Insured Person as on his/her latest birthday.

iv. **Alternative Treatments** are forms of treatments other than allopathic treatment or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.

v. Company/We/Our/Insurer/Us means Royal Sundaram General Insurance Co. Limited.

vi. **Commencement Date** is the first inception date of Section 1 i.e. Critical Illness for that Insured Person with the Company without any break in period of cover.

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

viii. **Congenital Anomaly** means a condition which is present since birth, and which is abnormal with reference to form, structure or position.

## ix. Internal Congenital Anomaly

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

## x. External Congenital Anomaly

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

ix. **Critical Illness** means those disease/illness/burns, which have been expressly defined under Basic Cover section of this policy.

x. **Diagnosis** means the identification of a disease/illness/ medical condition made by a Physician in India, based upon such specific evidence, as required, in the definition of the particular Critical Illness concerned, or, in the absence of such specific evidence, based upon radiological, clinical, histological, laboratory evidence or any other medical tests following medical advancement, acceptable to the Company.

xi. **First Policy** means the Policy Schedule/Certificate of Insurance issued to the Insured Person at the time of inception of the Coverage under this section 1 mentioned in the Policy Schedule/Certificate of Insurance with the Company

xii. **Grace Period** means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases.

Provided the insurers shall offer coverage during the grace period, if the premium is paid instalments during the policy period.

xiii. **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 Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:

a. has qualified nursing staff under its employment round the clock;

b. 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;

- c. has qualified medical practitioner(s) in charge round the clock;
- d. has a fully equipped operation theatre of its own where surgical procedures are carried out;

e. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;

xiv. **Hospitalization or Hospitalized** means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

xv. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

a. Acute condition - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery

b. Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

1. it needs ongoing or long-term monitoring through consultations, examinations, checkups, and /or tests

2. it needs ongoing or long-term control or relief of symptoms

3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with

it

4. it continues indefinitely 5. it recurs or is likely to recur xvi. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

xvii.Material Fact shall mean and include all important,essential and relevantinformation in the context ofunderwriting the risk to be covered by the Companyxviii.

Maternity expenses Maternity expenses means;

a) medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization);

b) expenses towards lawful medical termination of pregnancy during the policy period xix. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

xx. **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.

xxi. **Medical Practitioner** Medical Practitioner means 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.

xxii. **Medically necessary treatment** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:

- a. is required for the medical management of the illness or injury suffered by the insured;
- b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- c. must have been prescribed by a medical practitioner;
- d. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

xxiii. **Migration** means a facility provided to policyholders (including all members under family cover and group policies), to transfer the credits gained for pre-existing diseases and specific waiting periods from one health insurance policy to another with the same insurer.

xxiv. Network Provider means hospitals or health care providers enlisted by an insurer, TPA or jointly by an

Insurer and TPA to provide medical services to an insured by a cashless facility.

xxv. **Nominee** means the person(s) nominated by the Insured Person to receive the insurance benefits under this Policy payable on the death of the Insured Person

xxvi. **Notification of claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

xxvii. **Off-label drug or treatment** means use of pharmaceutical drug for an unapproved indication or in an unapproved age group, dosage or route of administration

xxviii. **Portability** means a facility provided to the health insurance policyholders (including all members under family cover), to transfer the credits gained for, pre-existing diseases and specific waiting periods from one insurer to another insurer.

xxix. **Pre-Existing Disease** means any condition, ailment, injury or disease:

a. That is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer or

b. For which medical advice or treatment was recommended by, or received from, a physician not more than 36 months prior to the date of commencement of the policy or its reinstatement.

Provided that the definition of the pre-existing disease shall not be applicable for Overseas Travel Policies

xxx. **Policy** means our contract of insurance with the Policyholder providing cover as detailed in this Policy terms and conditions, the proposal form, Policy Schedule/Insurance Certificate, Information Summary Sheet, Endorsement/s, if any and Annexure, which form part of the contract and must be read together

xxxi. **Policy Period** is the period between the inception date and the expiry date of the Policy as specified in the Policy Schedule/ Certificate of Insurance or the date of cancellation of this Policy, whichever is earlier

xxxii. **Policy Schedule** means the schedule attached to and forming part of this Policy mentioning the details of the Insured Persons, the Sum Insured, the period and the limits to which benefits under the Policy are subject to, including any Annexures and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.

xxxiii. **Policy Year** means the period of one year commencing on the date of commencement specified in the Policy Schedule/ Certificate of Insurance or any anniversary thereof.

xxxiv. **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

Company to another.

xxxv. **Renewal** means 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 gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

xxxvi. **Surgery or Surgical Procedure** 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 from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.

xxxvii. **Survival Period** means the period post the date of first diagnosis that the Insured Person has to survive before a claim becomes valid.

xxxviii. **Unproven/Experimental treatment** means treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.



xxxix. **Waiting Period** means a time-bound exclusion period related to condition(s) specified in the Policy Schedule/ Certificate of Insurance or the Policy which shall be served before a claim related to such condition(s) becomes admissible.

## 3. Basic Cover- Critical Illness Cover

This cover is subject to; the diagnosis of a Critical illness must be verified by a Medical Practitioner.

The Policy covers the Insured Person during the Policy/ Coverage Period for the listed Critical Illness, provided it occurs, manifests or diagnosed itself during the Policy/ Coverage Period as a first incidence and the Insured Person survives the specified Survival Period.

The Policy shall pay lumpsum amount as mentioned in the Policy Schedule/ Certificate of Insurance, for the listed Critical Illness, provided it occurs, manifests or diagnosed itself during the Policy Period as a first incidence and the Insured Person survives the defined Survival Period, subject to terms, conditions, limitations and exclusions mentioned therein.

Only one lump sum payment shall be provided during the Insured Person's lifetime regardless of the number of Critical Illnesses, incapacities or treatments suffered by him.

For the purpose of this Policy, 'Critical Illness' means the following illnesses;

## **1. CANCER OF SPECIFIED SEVERITY**

- I. A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.
- II. The following are excluded
  - i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non- invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN 2 and CIN-3.
  - ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
  - iii. Malignant melanoma that has not caused invasion beyond the epidermis;
  - iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
  - v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
  - vi. Chronic lymphocytic leukaemia less than RAI stage 3
  - vii.Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
  - viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
    - ix. All tumors in the presence of HIV infection.

## 2. MYOCARDIAL INFARCTION (First Heart Attack of specific severity)

1. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

- i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
- ii. New characteristic electrocardiogram changes
- iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- II. The following are excluded:
  - i. Other acute Coronary Syndromes
  - ii. Any type of angina pectoris
  - iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease or following an intra-arterial cardiac procedure.

## 3. OPEN CHEST CABG

- I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.
- II. The following are excluded:

Angioplasty and/or any other intra-arterial procedures

## 4. OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES

I. The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

#### **5. COMA OF SPECIFIED SEVERITY**

I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- no response to external stimuli continuously for at least 96 hours;
- ii. life support measures are necessary to sustain life; and iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma. II. The practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

## 6. KIDNEY FAILURE REQUIRING REGULAR DIALYSIS

I. End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

## 7. STROKE RESULTING IN PERMANENT SYMPTOMS

I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical



findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced. **II. The following are excluded:** 

i. Transient ischemic attacks (TIA) ii. Traumatic injury of the brain

iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.3 8. MAJOR ORGAN /BONE

## MARROW TRANSPLANT

I. The actual undergoing of a transplant of:

i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible endstage failure of the relevant organ, or ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

II. The following are excluded:

i.

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Other stem-cell transplants ii. Where only islets of langerhans are transplanted

## 9. PERMANENT PARALYSIS OF LIMBS

I. Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

## 10. MOTOR NEURON DISEASE WITH PERMANENT SYMPTOMS

I. Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

### 11. MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS

- The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
  - i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
  - ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- II. Other causes of neurological damage such as SLE and HIV are excluded.

### **12. BENIGN BRAIN TUMOR**

- I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.
- II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
  - i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
  - ii. Undergone surgical resection or radiation therapy to treat the brain tumor.
- III. The following conditions are excluded:

Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

## **13. BLINDNESS**

- I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
- II. The Blindness is evidenced by:

i. corrected visual acuity being 3/60 or less in both eyes

or;

ii. the field of vision being less than 10 degrees in both eyes.

III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

# 14. END STAGE LUNG FAILURE

I. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

- i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and

iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO2 < 55mmHg); and iv. Dyspnea at rest.

# **15. END STAGE LIVER FAILURE**

- I. Permanent and irreversible failure of liver function that has resulted in all three of the following: i. Permanent jaundice; and ii. Ascites; and iii. Hepatic encephalopathy.
- II. Liver failure secondary to drug or alcohol abuse is excluded.

## **16. LOSS OF SPEECH**

- Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.
- II. All psychiatric related causes are excluded.

## **17. LOSS OF LIMBS**

I. The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease.

This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

## **18. MAJOR HEAD TRAUMA**

- Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.
- II. The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and



adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.

III. The Activities of Daily Living are:

i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means; ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances; iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa; iv. Mobility: the ability to move indoors from room to room on level surfaces;

v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene; vi. Feeding: the ability to feed oneself once food has been prepared and made available.

IV. The following are excluded: i. Spinal cord injury;

## 19. PRIMARY (IDIOPATHIC) PULMONARY HYPERTENSION

1. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

II. The NYHA Classification of Cardiac Impairment are as follows:

i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms. ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

#### **20. THIRD DEGREE BURNS**

I. There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

### 4. Optional Benefit

I. Second Medical Opinion for Critical Illness

The Company will arrange for Insured Person a second medical opinion through its Assistance Company, if the Insured Person is diagnosed with the Critical Illness during the Policy Period. The expert opinion would be directly sent to the Insured Person.

The Insured Person understands and agrees that he can exercise the option to secure a second opinion, provided:

i. The Company has received a request from the Insured

Person to exercise this option;

The second opinion will be based only on the information and documentation provided by the Insured Person that will be shared with the Medical Practitioner and onus of sending all the relevant medical reports will be with the insured person; iii. This benefit can be availed once by an Insured Person during a Policy Year and once during the lifetime of an Insured Person for the same illness; iv. This benefit is only a value added service



provided by the Company and does not deem to substitute the Insured Person's visit or consultation to an independent

Medical Practitioner;

v. The Insured Person is free to choose whether or not to obtain the second opinion, and if obtained then whether or not to act on it; vi. The Company shall not, in any event be responsible for any actual or alleged errors or representations made by any Medical Practitioner or in any second option or for any consequence of actions taken or not taken in reliance thereon;

vii. The second opinion under this Policy shall be limited to covered Critical Illnesses and not be valid for any medical legal purposes;

viii. The Company does not assume any liability towards any loss or damage arising out of or in relation to any opinion, advice, prescription, actual or alleged errors, omissions and representations made by Medical Practitioner;

ix. The cost of any additional medical tests shall be borne by the Insured Person.

# 5. Waiting Period:

All the Waiting Periods shall be applicable individually for each Insured Person and claims shall be assessed accordingly. On Renewal, if an increased Sum Insured is applied, the Waiting Periods would apply afresh to the extent of the increase in Sum Insured only, subject to Underwriting Guidelines and in accordance with the existing Guidelines of the IRDAI.

The Company shall not be liable to make any payment under this Policy for covered listed Critical Illnesses directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following Waiting Periods:

# 5.1. Pre-existing Diseases Waiting Period :

All Pre-existing Diseases that occurs/manifest or diagnosed during the Policy/ Coverage Period shall not be covered until such time of continuous coverage as specified in Policy Schedule/ Certificate of Insurance have elapsed since the inception of the First Policy with the Company.

## 5.2. Initial Waiting Period:

All the listed Critical Illnesses under the Policy, which occurs or manifests itself during the Policy Period/ Coverage Period, will be subject to a Waiting Period until such time of continuous coverage as specified in Policy Schedule/ Certificate of Insurance since the inception of the First Policy with the Company.

## 5.3. Survival Period:

The benefit payment shall be subject to survival of the Insured Person for the duration as specified in Policy Schedule/ Certificate of Insurance post the first diagnosis of the Critical Illness

a. The Critical Illness cover is not applicable in the event of Death of Insured Person during the Survival Period as specified in Policy Schedule/ Certificate of

Insurance following diagnosis of Critical Illness

b. If diagnosis takes place on or before the Policy/

Coverage expiry date, but the Survival Period expires after the Policy/Coverage expiry date, the Company will pay a claim provided that the Insured Person survives duration as specified in Policy Schedule/ Insurance Certificate from the date of diagnosis.



#### 6. Exclusions

The Company shall not be liable to make any payment under this Policy for any Critical Illness directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following unless specifically mentioned elsewhere in the Policy;

- 6.1. Any Illness, sickness or disease, other than specified as Critical Illness
- 6.2. Behavioural, Neurodevelopment and Neurodegenerative Disorders:
- a. Disorders of adult personality including gender related problems, gender change;
- b. Disorders of speech and language including stammering, dyslexia
- c. All Neurodegenerative disorders including Dementia, Alzheimer's disease and Parkinson's disease;
- d. Other medical services for behavioural, neurodevelopment delays and disorders
  - 6.3. Alternative Treatments: Any covered Critical Illnesses diagnosed and/or treated by Medical Practitioner who practices Alternative Medicine.
  - 6.4. **Conflict & Disaster:** Treatment for any illness or injury resulting from willful participation in any illegal (non- accidental) activity such as , war, riot, revolution, acts of terrorism or any similar event (other than natural disaster or calamity).
  - 6.5. **External Congenital Anomaly:** Screening, counselling or treatment related to External Congenital Anomaly
  - 6.6. **Cosmetic and Reconstructive Surgery:** Any covered Critical Illnesses arising due to treatment undergone purely for cosmetic or psychological reasons to improve appearance.
  - 6.7. Experimental/ Investigational or Unproven Treatment:

a. Services including device, treatment, procedure or pharmacological regimens which are considered as experimental, investigational or unproven.

b Biodegradable (bioresorbable, bioabsorbable) polymer drug eluting stents will be considered as experimental and investigational for all purpose

6.8. **Hazardous Activities:** Any claim relating to Adventure or Hazardous Sports unless declared in the Enrolment Form beforehand and agreed by the Company.

6.9. **HIV, AIDS, and related complex:** Any condition directly or indirectly caused by or associated with Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS), including any condition that is related to HIV or AIDS.

6.10. **Mental and Psychiatric Conditions:** Treatment related to symptoms, complications and consequences of mental Illness, mood disorders, psychotic and non-psychotic disorders

6.11. **Reproductive medicine & other Maternity Expenses:** Any Critical Illness arising out of, directly/indirectly caused by, contributed to or aggravated by:

- a. Pregnancy or Child Birth Pregnancy (including voluntary termination), miscarriage, maternity or child birth (including through caesarean section)
- b. Birth Control Any type of contraception, sterilization, abortions, voluntary termination of pregnancy (except under Maternity Expenses for

Medical Termination of Pregnancy (MTP) as governed by MTP Act 1971) or family planning;

- c. Assisted Reproduction Infertility services including
  - artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI, Gestational Surrogacy;
- d. Sexual disorder and Erectile Dysfunction. Treatment of any sexual disorder including impotence (irrespective of the cause) and sex changes or gender reassignments or erectile dysfunction;
- e. Any costs or expenses related to pregnancy, complications arising from pregnancy or medical termination of pregnancy unless caused by an accident

6.12. Sexually transmitted Infections & diseases: Screening, prevention and treatment for sexually related infection

or disease

6.13. Substance related and Addictive Disorders: Treatment and complications related to disorders of intoxication, dependence, abuse, and withdrawal caused by drugs and other substances such as alcohol, opiods or nicotine

6.14. Traffic Offences & Unlawful Activity: Any condition occurring either as a result of breach of law by the Insured Person with criminal intent

6.15. Unrecognized Physician or Hospital: a. Treatment or Medical Advice provided by a Medical Practitioner not recognized by the Medical Council of India or by Central Council of Indian Medicine or by Central council of Homeopathy or by relevant authorities in the area or country where the treatment is taken. b. Treatment or Medical Advice related to one system of medicine provided by a Medical Practitioner of another system of medicine. c. Treatment provided by anyone with the same residence as an Insured Person or who is a member of the Insured Person's immediate family or relatives. d. Treatment provided by Hospital or health facility that is not recognized by the relevant authorities in India or any other country where treatment takes place. e. Treatment or services received in health hydros, nature cure clinics or any establishment that is not a recognized Hospital or healthcare facility.

## 7. CLAIMS PROCEDURE

Provided that the due observance and fulfilment of the terms and conditions of this Policy (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 and /or Insured person, be a condition precedent to any liability of the Company under this Policy. The Claims Procedure is as follows:

## 7.1 Claim Documents

The claim form duly completed in all respects along with all documents (if applicable) listed below should be submitted within 30 days from the date of first diagnosis of the illness:

1. Duly completed and signed claim form alongwith medical certificate from the attending physician forming part of the claim form

2. Discharge summary/Death Summary issued by the Hospital, in the event of a hospitalization, describing the nature of the complaints and its duration, treatment given, advice on discharge etc.

3. Test reports related to diagnosis of the illness including X-rays/MRI/CT scan reports/films etc.

- 4. All medical reports and prescriptions from first consultation leading to diagnosis of the illness
- 5. FIR/MLC in the case of Accident/Burns and English translation of the same, if in any other language.
- 6. Disability Certificate from the Specialist in the event of loss of speech/loss of limbs or blindness
- 7. Legal heir certificate in the absence of nomination under the policy, in case of death of the proposer.

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8. Any other claim document as may be required by the Company

Acceptance of photocopies – Since Critical Illness is a benefit policy, all medical records may be accepted in photocopies except in cases where genuineness is suspected.

## 7.2 Payment of Claim

- All valid claims will be settled within 15 working days upon receipt of due written evidence of such loss and any further documentation information and assistance that the Company may require. The company shall be released from any obligation to pay benefits if any of the obligations are breached.
- All claims under this Policy shall be payable in Indian Currency.
- 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 the date of acceptance. beyond 7 days from
- The claim if admissible shall be paid to the legal heir/ nominee of the proposer in case if the proposer is not surviving at the time of payment of claim
- If a claim is settled for an insured, cover for other insured members under the policy shall continue.
- At the time of claim settlement, Company may insist on KYC documents of the Proposer as per the relevant AML guidelines in force.
- Us within a All claims are to be notified to timeline. In case where the delay in intimation is proved to be genuine and for reasons beyond the control of the Insured Person or Nominee specified in the Policy Schedule/Certificate of Insurance, We may condone such delay and process the claim. Please note that the waiver of the time limit for notice of claim and submission of claim is at Our evaluation.
- The claim documents should be sent to:

#### **Health Claims Department**

Royal Sundaram Alliance Insurance Co Ltd

Vishranthi Melaram Towers, No.2/319,

Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097

### 8. General Conditions

## 8.1. Observance of terms and conditions

The due adherence/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 to make payment under this

Policy.

#### 8.2. Disclosure to Information Norm

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 non- disclosure of any material particulars in the proposal form, personal statement, declaration, claim form declaration, medical history on the claim form and connected documents, or any material information having been withheld by You or any one acting on Your behalf, under this Policy.

## 8.3. Material Change

It is a Condition Precedent to Our liability under the Policy that the Policyholder shall immediately notify Us in writing of any material change in the risk on account of change in nature of occupation or business at his own expense. We may, in its discretion, adjust the scope of cover and/or the premium paid or payable, accordingly. You must exercise the same duty to disclose those matters to Us before the Renewal, extension, variation, endorsement or reinstatement of the contract.

## 8.4. Cancellation/Termination

a. Cancellation/ Termination (other than Free Look

cancellation)

## 1. Cancellation by Insured Person:

You may terminate this Policy during the Policy Period by giving Us at least 30 days prior written notice. We shall cancel the Policy and refund the premium for the balance of the Policy Period in accordance with the table below provided that no claim has been made under the Policy by or on behalf of any Insured Person. **i. Annual Policies** 

| Completed tenure<br>of Policy    | Retention of<br>Premium |
|----------------------------------|-------------------------|
| less than 1 month                | 25% of annual rate      |
| between 1 month<br>and 3 months  | 50% of annual rate      |
| between 3 months<br>and 6 months | 75% of annual rate      |
| Above 6 months                   | full annual premium     |

ii. Policy with tenure more than one year

Policy year in which policy is cancelled, we shall retain the premium as per below grid. However, for rest of years 5% of the pro-rated annual Premium amount shall be retained. Pro-rated annual rate will be arrived on the basis of pro-rated rate from the entire tenure premium.

In the year of cancellation, below grid shall apply for more than one year policies.

| , 8                                 |                         |
|-------------------------------------|-------------------------|
| Completed<br>tenure of Policy       | Retention of<br>Premium |
| less than 1<br>month                | 25% of annual rate      |
| between 1<br>month<br>and 3 months  | 50% of annual rate      |
| between 3<br>months and 6<br>months | 75% of annual rate      |
| Above 6 months                      | full annual premium     |

## 2. Cancellation/Termination by Us

The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non disclosure of material facts as sought to be declared on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days' notice in writing by courier/ registered post with acknowledgement due 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 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 refund the premium for the period his Policy will not be in force, by retaining premium as per aforesaid cancellation clause, 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.

## 3. Automatic Termination

The cover shall terminate immediately on the earlier of the following events:

Upon the death of the Insured Person in which case the Company will refund premium calculated on pro-rata basis for the unexpired period subject there being no claim under the policy. 8.6. Notice

- a. Notices Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to: a. Policyholder/ Insured Person at the address specified in the Policy Schedule/Certificate of Insurance or at the changed address of which the Company must receive written notice.
- b. The Company at the following address:

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

Corporate office: Vishranthi Melaram Towers,

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

Chennai - 600097

c. The Company may send the Insured Person other information through electronic and telecommunications means with respect to the Policy from time to time.

## 8.5. Premium Payment in Instalment

If the insured person has opted for Payment of Premium on an instalment basis i.e. Half Yearly, Quarterly or Monthly, as mentioned in Your Policy Schedule/Certificate of insurance, the following Conditions shall apply (not withstanding any terms contrary elsewhere in the Policy)

- 1. In case of monthly mode of premium payment, grace period of 15 days is allowed and would be given maximum two times in a policy period. In case of quarterly and half-yearly and yearly mode of premium payment, grace period will be allowed maximum only once for a period of 30 days for payment of the instalment premium due for the policy.
- 2. If the premium is paid in instalments, coverage will still be available during the grace period.
- 3. The Benefits provided under "Waiting Periods", "Specific Waiting Periods" Sections shall continue in the event of payment of premium within the stipulated grace Period.
- 4. No interest will be charged if the instalment premium is not paid on due date.
- 5. In case of instalment premium due not received within the grace period, the policy will get cancelled.
- 6. In the event of a claim, all subsequent premium instalments shall immediately become due and payable.

The company has the right to recover and deduct all the pending instalments from the claim amount due under the policy.



### 8.6. Renewal of Policy

The policy shall ordinarily be renewable except on grounds of fraud, moral hazard, misrepresentation by the insured person. The Company is not bound to give notice that it is due to renewal.

- i. Renewal shall not be denied on the ground that the insured had made a claim or claims in the preceding policy years
- ii. Request for renewal along with requisite premium shall be received by the Company before the end of the Policy Period
- iii. At the end of the Policy Period, the policy shall terminate and can be renewed within the Grace Period of 15 days in monthly and 30 days in case of quarterly, half- yearly and yearly payments to maintain continuity of benefits without break in policy. If the premium is paid in instalments, coverage will still be available during the grace period.
- iv. If the policy is renewed during grace period, all the credits (sum insured, No Claim Bonus, Specific Waiting periods, waiting periods for pre-existing diseases, Moratorium period etc.) accrued under the policy shall be protected.

v. If not renewed with in Grace Period after due renewal date, the Policy shall terminate.

No loading shall apply on renewals based on individual claims experience

#### 8.7. Fraudulent claims

If a claim is in any way found to be fraudulent, or if any false statement, or declaration is made or used in support of such a claim, or if any fraudulent means or devices are used by the Insured Person or anyone acting on behalf of the Insured Person or any false or incorrect Disclosure to Information Norms to obtain any benefit under this Policy, then the Company may reserve the right to cancel the Policy and all benefits under the Policy shall be forfeited and all sums paid under this Policy shall be repaid to the Company by the Insured

Person.

#### 8.8. Nomination

a. Insured Person is mandatorily required at the inception of the Policy, to make a nomination for the purpose of payment of claims under the Policy in the event of Insured Person death.

b. Any change of nomination shall be communicated to the Company in writing and such change shall be effective only when an endorsement on the Policy is made by the Company.

#### 8.9. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be governed by Indian law and shall be subject to the jurisdiction of the Indian Courts.

The disputes of quantum of payment of losses shall be preferred to be dealt and resolved under the alternative dispute resolution system including Arbitration and Conciliation Act of India.

#### 8.10. Maintenance of Records

As a Condition Precedent, the Insured Person shall keep an accurate record containing all relevant medical records and shall allow the Company or its representative(s) to inspect such records. The Insured Person shall furnish such information as we may require under this Policy at any time during the Policy Period.

#### 8.11. Geography

All benefits are available in India provided the diagnosis taken in India only and all claims shall be payable in India in Indian Rupees only



#### 8.12. Modifications to the Policy

This Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by a written Endorsement signed and stamped by the Company.

#### 8.13. Withdrawal of the Product

This product or any variant/plan under the product may be withdrawn at the Company's option subject to change in regulations. In such a case the Company shall notify Policyholder of any such change at least 3 months prior to the date from which such withdrawal shall come into effect or as may be provided by the applicable law.

#### 8.14. Insurer's rights for admissibility

In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, the Company shall have the right to call for an examination, of either the Insured Person or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by the Company and the opinion of such expert as to such Diagnosis shall be binding on both the Insured Person and the Company.

#### 8.15. Renewal Conditions

- 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 15 days in case of monthly payments and 30 days in case of quarterly, half- yearly and yearly payments 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. If the premium is paid in instalments, coverage will still be available during the grace period,
- 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.
- vii.Renewal are not applicable in respect of the Insured Person for whom, a claim has been admitted and as it is a onetime benefit during the lifetime of the Insured Person.

## 8.16. Free Look Provision:



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 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.

#### 8.17. Claims in respect of Multiple Policies

If multiple certificates are issued under the same Group policy or across multiple group policies in the name of same person issued by us then we shall refund the premium of all other policies except the policy with maximum Sum Insured. However, in case of fraud or misrepresentation, all the policies will be cancelled and premium stands forfeited. If customer has multiple policies with different insurers, on occurrence of the insured event, he can claim from all Insurers under all policies.

#### 8.18. 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 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.

### 8.19. Moratorium Period

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.



## 8.20. Grievances Redressal Procedure

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 : 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

## 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 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