



## 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.

# ACCIDENT SHIELD

### IMPORTANT

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

### THE INSURANCE CONTRACT

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

### INSURED PERSON

The terms and conditions laid down are applicable to persons between the age group of 1 year and 80 years (completed years).

### DEFINITIONS

#### 1. Accident/Accidental

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

#### 2. 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.

#### 3. Pre-existing Condition

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 48 months to prior to the first policy issued by the insurer.

#### 4. 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.

#### 5. Renewal

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

#### 6. Grace Period

Grace period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of Pre existing diseases. Coverage is not available for the period for which no premium is received.

#### 7. 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

#### 8. Condition Precedent

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

### BENEFITS

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

#### DEATH:

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

#### PERMANENT TOTAL DISABLEMENT:

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

from engaging in any gainful employment or occupation of any description whatsoever, then a lump sum equal to the sum stated in the relevant section of the Schedule of the Certificate.

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

#### RECOVERY BENEFIT:

(e) If such injury shall within Twelve calendar months of its occurrence result in Permanent Total Disablement (as defined in foregoing clauses (b), (c) and (d) then the amount stated under the relevant section of the schedule of the Certificate. Please note that this benefit is payable every month for a period of 12 months from the date of Permanent Total Disablement. A claim under this clause is admissible only if a claim is admissible under either (b), (c) or (d) of the foregoing clauses.

#### Cumulative Bonus

Compensation payable under the foregoing clauses (a), (b), (c) and (d) arising out of accidental injuries, shall be increased by 5% thereof in respect of each completed claim free year, during which the Certificate shall have been in force. Amount of such increase shall not exceed 25% of the sum stated in the relevant section of the Schedule of the Certificate. This Cumulative Bonus is applied on sum stated in the relevant section of the Schedule of the Certificate, so long as it is renewed continuously with the company.

This clause shall not in any way alter the annual character of the insurance nor the right of the Company to decline or renew or to cancel the Schedule of the Certificate.

The earned Cumulative Bonus will not be lost if the insurance is renewed within 30 days after its expiry.

#### EXCEPTIONS

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

- 1) Compensation under more than one of the foregoing clauses in respect of the same incident.
- 2) Any other payment after a claim under one of the foregoing clauses (a), (b) or (d) has been admitted and become payable.
- 3) Any payment in case of more than one claim under the Certificate during any one period of insurance, by which the maximum liability of the Company in that period for death and disablement payable shall exceed the sum stated in the relevant section of the Schedule of the Certificate.

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

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

Pre-existing 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 48 months to prior to the first policy issued by the insurer.

- 5) Payment of compensation in respect of death, injury or disablement of the Insured Person due to or arising out of or directly or indirectly connected with or traceable to War, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power, Seizure, Capture, Arrests, Restraints and Detainments.
- 6) Payment of compensation in respect of death of or bodily injury or any disease or illness to the Insured Person.
  - a) Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
  - b) Directly or indirectly caused by or contributed to by or arising from nuclear weapon material.
- 7) Pregnancy Exclusion Clause: This Certificate shall not extend to cover death, disablement or any recovery benefit resulting directly or indirectly caused by or contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.

- 8) Persons whilst working in underground mines, explosives, magazines, workers whilst involved in electrical installation with high tension supply, jockeys, circus personnel, engaged in activities like racing on wheels or horseback, big game hunting, mountaineering, winter sports, rock climbing, potholing, bungee jumping, skiing, icehockey, ballooning, hang gliding, river rafting, polo and persons whilst engaged in occupation/ activities of similar hazard. Persons whilst engaged in the following occupations are excluded.

Aircraft pilots and crew, Armed Forces personnel, Artistes engaged in hazardous performances, Aerial crop sprayer, Bookmaker (for gambling), Demolition contractor, Explosives users, Fisherman (seagoing) Jockey, Marine salvager, Miner and other occupations underground, Off-shore oil or gas rig worker, Policeman (Full time), Pop Musicians, Professional sports person, Roofing contractors and all construction, maintenance and repair workers at heights in excess of 50ft/15m, Saw miller, Scaffold Worker, Scrap metal merchant, Security guard (armed), Steeplejack, Stevedore, Structural steelworker, Tower crane operator, Tree feller, Ship crew.

- 9) Nuclear, Chemical, Biological Terrorism Exclusion Clause: The Insurance under this Certificate shall not extend to cover Death, disablement or injury resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement "Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

If the Company allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

#### CONDITIONS

- 1) Upon the happening of any event which may give rise to a claim under the Schedule of the Certificate, written notice with full particulars must be given to the Company immediately, and in any case, not later than 30 days after the death/disablement /injury.
- 2) Proof satisfactory to the Company shall be furnished for all matters upon which a claim is based.

#### Claim Documentation

**Death Claim** (Submit the duly filled in claim form with the following documents)

- Original Death Certificate.
- Post Mortem Report.
- Inquest report.
- Accident report.
- FIR/MLC copy.
- Hospital records.
- News Paper cuttings if any and any other relevant records.
- Chemical Analysis Report if available.
- English Translation of vernacular documents.
- Succession Order/legal heir certificate/legal documents to establish identification of legal heir in the absence of nomination under the policy or if the nominee is not alive at the time of claim.
- Any other document as may be required by the Company.

**Disablement Claim** (Submit the duly filled in Claim form with the following documents)

- Disability Certificate issued by attending physician.
- Accident report.
- FIR/MLC copy.
- Hospital Records.
- News Paper cuttings if any and any other relevant records.
- English Translation of vernacular documents.
- Latest IT return to show Proof of annual income (at the option of the Company).
- Any other document as may be required by the Company.

The claim documents should be sent to:

#### Health Claims Department

M/s.Royal Sundaram Alliance Insurance Co.Ltd.,

Corporate office: Vishranthi Melaram Towers, No. 2 / 319

Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

Claim documents may be submitted to local Royal Sundaram Offices address of which can be obtained by calling our Toll Number 1860 425 0000

- a) Any medical practitioner or other agent of the Company shall be allowed to examine the Insured Person on sustaining any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company.
- b) In the event of a claim in respect of loss of sight, the Insured Person shall undergo at his own expense such operation or treatment as the Company may reasonably deem desirable.
- c) Such evidence as the Company may from time to time require shall be furnished and postmortem examination report if necessary be furnished within a period of fourteen days after demand in writing.

Provided that all sums hereunder shall be payable.

- a) In case of death or permanent total disablement (except for loss of sight of one eye or loss of one limb), only after deleting by an endorsement, the name of the Insured Person in respect of whom such amount shall become payable without any refund of premium.
- b) In case of any permanent partial disablement and permanent total disablement (for loss of sight of one eye or loss of one limb) only after reduction of sum stated in the relevant section of the Schedule of the Certificate by an endorsement, by the amount admissible under the claim in respect of the Insured Person to whom, such sum shall become payable.
- c) All admissible claims under this policy shall be offered for settlement within 30 days from the receipt of last necessary document. Wherever settlement offer has been made and accepted by Insured Person/Nominee/Legal heir as the case may be, the company shall pay the offered claim amount within 7 days from the date of such acceptance, failing which the Company shall be liable to pay interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed.
- 3) The Company shall not be liable to make any payment under this Certificate in respect of any claim, if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured Person or by any person acting on behalf of the Insured Person.
- 4) The Insured Person shall give immediate notice to the Company of any change in his business or occupation. The Insured Person shall on tendering any premium for the renewal of the Schedule of the Certificate, give notice in writing to the Company of any disease, physical defect or infirmity with which he/she has become affected since the payment of last preceding premium.
- 5) This Certificate may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to the Company on or before the date of expiry of the Certificate or of the subsequent renewal thereof. For persons above 60 years, the sum insured under the policy shall be restricted to a maximum of Rs. 10 lacs, unless otherwise stated in the schedule.

Policy must be renewed within the Grace Period of thirty days of expiry to maintain the continuity of Coverage. However no coverage shall be available during the period of such break. A policy that is sought to be renewed after the Grace Period of 30 days will be underwritten as a fresh policy at the discretion of Us. At renewal, the coverages, terms & conditions and premium may change, in which case a three months notice shall be sent to the Proposer at his last known address as recorded in the policy. Any change in premium on account of change of age will not require any prior notice.

The product/plan may be withdrawn at any time, by giving a notice of 3 months to the Proposer at the address recorded / updated in the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the Schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

- 6) 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 seven 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.

Or

The Schedule of the Certificate may be cancelled at any time, by the Insured Person on 14 days notice in writing sent under Registered Post Acknowledgement Due. The Insured Person shall be entitled to the return of premium less premium at Company's

short period rates\* for the period the Schedule of the Certificate has been in force.

#### Short Period Scales

For a period not exceeding	15 days	10% of the Annual Premium
-do-	1 month	15% of the Annual Premium
-do-	2 months	30% of the Annual Premium
-do-	3 months	40% of the Annual Premium
-do-	4 months	50% of the Annual Premium
-do-	5 months	60% of the Annual Premium
-do-	6 months	70% of the Annual Premium
-do-	7 months	75% of the Annual Premium
-do-	8 months	80% of the Annual Premium
-do-	9 months	85% of the Annual Premium
For a period exceeding	9 months	Full Annual Premium

No refund will be made for such Insured Persons where a claim has been paid or admitted under the Schedule of the Certificate during such period.

- 7) The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or any other dealings with or relating to this Certificate but the receipt of the Insured Person or his nominee(s)/legal heir(s) shall in all cases be effective discharges to the Company.
- 8) If any dispute or difference shall arise as to the quantum to be paid under the Certificate (liability being otherwise admitted), such difference shall independently of all other questions be referred to the decision of a sole Arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single Arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of 3 Arbitrators comprising of two Arbitrators, one to be appointed by each of the parties to the dispute / difference and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Certificate.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Certificate under the situation described above, that the award by such Arbitrator / Arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been the subject

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

- 9) Provided always that the due observance and fulfillment of the terms and conditions of this Certificate along with endorsements shall so far as they relate to anything to be done or not to be done by the Insured Person be a condition precedent to any liability of the Company under this Certificate.
- 10) The Certificate is subject to the laws of India and jurisdiction of its Courts.

#### 11. Free Look-in

At the inception of the policy you will be allowed a period of 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable. If you have not made any claim during the free look period, you will be entitled to the following, provided no claim has been settled or lodged for the period the policy has been in force:

- A refund of the premium paid less stamp duty charges or;
- 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;
- Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

12. **Grievances:** In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances:

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

Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram Alliance Insurance Company Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Guwahati, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi. For Contact Details of Insurance Ombudsmen, please visit our website [www.royalsundaram.in](http://www.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 425 0000 or e-mail at [customer.services@royalsundaram.in](mailto:customer.services@royalsundaram.in) or write us to Royal Sundaram Alliance Insurance Company Limited, Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097.*

Royal Sundaram Alliance Insurance Company Limited  
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