

## SHAKTHI SECURITY SHIELD

Policy Wording

## **B.** Preamble

Royal Sundaram General Insurance Co. Limited (hereinafter called "the Company"), having received a Proposal and the premium from the Proposer and the said Proposal, Declaration signed by You and/or information given over telephone to our tele-agent by You 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.

## C. Definitions

The Insured named in the Schedule has made to Royal Sundaram General Insurance Co. Limited (herein after called the "company") a proposal for Insurance, which is the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for such Insurance in respect of accident or damage occurring during the period of Insurance stated in the Schedule.

Now this policy witnesses that subject to the terms exclusions definitions and conditions contained herein or endorsed or otherwise expressed hereon the Company will indemnify the Insured as hereinafter mentioned.

## **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 Condition Precedent**

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

#### C.1.3 Day care centre

A day care centre means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under—

--has qualified nursing staff under its employment;

--has qualified medical practitioner/s in charge;

--has a fully equipped operation theatre of its own where surgical procedures are carried out;

--maintains daily records of patients and will make these accessible to the insurance company's authorized personnel

## C.1.4 Day Care Treatment

Day care treatment refers to medical treatment, and/or surgical procedure which is:

- I. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
- II. which would have otherwise required a hospitalization of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition.



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## C.1.5 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 inpatient 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.1.6 Hospitalisation

Hospitalisation 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.

## C.1.7 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.1.8 In-Patient

An Insured Person who is admitted to Hospital and stays for a minimum period of 24 hours, for the sole purpose of receiving treatment.

#### C.1.9 In-Patient Care

Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

#### **C.2. Specific Definitions**

## C.2.1 Company/We/Our/Insurer/Us

Royal Sundaram General Insurance Co. Limited.

#### **C.2.2 Insured Person:**

Insured person means the insured women and persons named and declared in the schedule.

#### C.2.3 Period of Insurance & cover Inception date.

Period of Insurance means the period shown in the Schedule and cover inception date as per terms stated under the schedule.

## C.2.4 Subrogation:

Subrogation shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

## C.2.5 Contribution

Contribution is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured.



## C.2.6 Endorsement

Endorsement means written evidence of change to the Policy including but not limited to increase or decrease in the period, extent and nature of the cover agreed by Us in writing.

**C.2.7 Permanent Total Disablement** means such disablement of a permanent nature, as incapacitates an insured for all work which she was capable of performing at the time of the accident resulting in such disablement.

**C.2.8 Death or disability by accident** caused by external, violent and visible means would include Death and or Permanent Total Disablement arising out of or traceable to slipping and/or falling from the mountainous terrain; biting by insects, snakes and/or animals; drowning washing away in floods, landslides, rock slides, earthquake, cyclone and other convulsions of nature and/or calamities; murder and terrorist activities.

Death-Permanent total Disablement to women would mean not only arising out of accident, but also include Death/Disablement during child birth at hospital, and surgical operation such as sterilisation, caesarean, hysterectomy and removal of breast due to cancer provided that it occurs within 7 days from the date of operation.

## **D.** Benefits covered under the policy

If the Insured women shall sustain any bodily injury resulting solely and directly from Accident caused by outward, violent and visible means, and if such injury shall within 6 calendar months (unless otherwise specified) of its occurrence lead to disablement as specified below, then the Company shall pay to Insured the sum hereinafter set forth that is to say :

a)	Permanent total disablement	Rs.25,000/-
b)	Loss of two limb/both eyes/one limb and one eye	Rs.25,000/-
c)	Loss of one limb/one eye	Rs.12,500/-

In the event of death of insured women's husband or parent or guardian as declared under the policy schedule due to accident then company shall pay as below:

For married women –in the event of death of her husband	Rs.25,000/-
For unmarried women / widows – in the event of death of named Person	
(Parent or Guardian)	

The company shall also pay to the insured the sum hereinafter set forth that is to say:

a) Temporary total disablement of the insured women arising out of an accident and leading to hospitalision as an impatient resulting in total disability to engage in any occupation or work or employment.	Rs.100/- per week subject to max. of Rs.1,000/-
b) Medical expenses arising out of accidental bodily injury and incurred at a Hospital / Nursing home.	Actuals not exceeding Rs.1,000/-



c) Loss and or damage to household goods/personal effects whilst contained in house/dwelling arising out of fire, lightening, riots, storm, typhoon, flood, cyclone and earthquake. Actual loss upto a limit of Rs. 1,000/- for Dwelling, Rs. 500/- for house hold contents.

It is further agreed that subject to the insured opting for the extended coverage the policy shall be extended to cover the death of the insured women due to accident and in which event the compensation of Rs. 25,000/- will be payable to her nominee or the legal heir as the case may be.

## E. Exclusions:

The Company shall not be liable under this policy for:

- 1. Compensation under more than one of the sub clauses (a), (b), and (c) in respect of disablement.
- 2. Payment or compensation in respect of death, injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability already existing on the date of commencement of this policy.
- 3. Death injury or disablements arising from or traceable to:
  - a) Intentional self injury, suicide or attempted suicide
  - b) Whilst under the influence of intoxication, liquor or drugs
  - c) Directly or indirectly caused by insanity
  - d) The insured committing any breach of law with criminal intent
- 4. Death, injury or disablements and loss or damage to property arising out of ionizing radiation or contamination by radio-activity from any source whatsoever.
- 5. Death, injury or disablements and loss or damage to property directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material
- 6. Death, injury or disablements of the insured and any loss or damage to property occasioned by or through or in consequence directly or indirectly of any of the following occurrences namely,
  - a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) Civil war
  - b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power
- 7. Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process
- 8. Loss or damage to property occasioned by or through or in consequence of
  - a) The burning of property by order of any Public /authority
  - b) Subterranean Fire
  - c) Volcanic eruption or other convulsions of nature
- 9. Loss or damage to property such as:
  - a) Goods held in trust or on commission
  - b) Bullion or unset precious stones
  - c) Any curios or work of art
  - d) Manuscripts, plans drawings or designs, patterns, models or moulds
  - e) Securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records
  - f) Explosives
- 10. Any payment in excess of sum insured under this policy during any one year of insurance, for any one insured person.



#### F. General Terms and Clauses:

- 1. Subrogation: In the event of any claim payment under this Policy, the Company shall be subrogated to all the Insured's/Insured Person's rights or recovery thereof against any person or organization and the Insured/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/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 and required by the Company, before or after indemnification, in enforcing or endorsing any rights or remedies or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.
- 2. Contribution: If there shall be existing any other insurance of any nature whatsoever covering the same Insured Person/s whether effected by the Insured /Insured Person or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage under indemnity claim.
- 3. Upon the happening of any event, which may give, rise to a claim under this Policy the Insured shall forthwith give notice thereof to the company. Unless reasonable cause is shown the insured shall, within seven days after the event, which may give rise to a claim under the Policy, give written notice to the company with full particulars of the claim.

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or e-mail to the policy issuing office at the address specified in the Schedule or to the Company at

Royal Sundaram General Insurance Co. Limited "Vishranthi Melaram Towers", No.2/319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai 600 097 Ph: 91-44- 71177117 Fax: 91-44- 7113 7114

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

- 4. Proof satisfactory to the company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the company shall be allowed to examine the person of the Insured on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the company, and in the event of death, evidence as the company may from time to time require (including a post-mortem examination, if necessary) shall be furnished within fourteen days after demand in writing.
- 5. 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 beyond 7 days the date of acceptance.
- 6. The company shall not be liable to make any payment under this Policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured or by any person on behalf of the Insured.
- 7. The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, nondisclosure of material facts on the Proposal Form or non-cooperation by You, by giving fourteen (14)



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days notice in writing by courier / registered post / acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of mis representation or fraud or non disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non cooperation, the company shall be liable to repay on demand a rate able proportion of the premium for the unexpired term from the date of cancellation.

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 retain the premium for the period his Policy has been in force at the Company's short period scale as mentioned below 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.

Period on Risk	Rate of Premium to be retained	
<b>Tenure of the Policy</b>	1 Year	
Up to 1 month	25% of Premium	
Up to 3 months	50% of Premium	
Up to 6 months	75% of Premium	
Up to 12 months	Full Premium	

Short Period Scales

- 8. 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) A refund of the premium paid less 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.
- 9. Renewals: Renewal shall not be denied other than on grounds of moral hazard, misrepresentation and fraud. In respect of any applications for renewal received by Us, the Policy may be renewed and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy and in any case not later than 30 days from the date of expiry of the current policy. However any hospitalization happening during the grace period is not covered & company is not liable for any expenses incurred on that hospitalization. If policy is renewed within 30 days from the due date of renewal, policy cover will be considered continuous in terms of credit gained by the insured person(S) for pre-existing conditions and time bound exclusions.

The Company shall not be bound to give notice that such renewal premium is due. A policy that is sought to be renewed after the grace period of 30 days will be underwritten as a fresh Policy. Insurer will be free to offer any of the similar products available with them.



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The product / plan may be withdrawn at any time, by giving a notice of 3 months to the Proposer by Courier / Registered Post / Acknowledgement due post 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.

- 10. If the loss / damage to the property is covered by any other policy or through any other scheme then this policy will provide only for the loss in excess of the amount covered under such insurance or scheme and subject to the limit provided under this policy.
- 11. 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 or if they can not 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 arbitrator and arbitration shall be conducted under and in accordance with the provisions of Arbitration and Conciliation Act, 1996.

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

It is hereby expressed 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.

12. It is also hereby further expressly agreed and declared that if the company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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