



## Compulsory Personal Accident for(Owner-Driver) under Motor Insurance Policies–Policy Wording

Whereas the Insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to Shriram General Insurance Company Limited (hereinafter referred to as “Company”) for insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accident loss or damage occurring during the Period of Insurance.

NOW THIS POLICY WITNESSETH: That subject to the Terms Exceptions and Conditions contained herein or endorsed or otherwise expressed hereon.

### 1. Operative Clause:

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon to pay the Insured / Insured Person, his/her nominee or the legal representatives, as the case may be, in respect of insured events occurring during the period of insurance stated in the Schedule, in the manner and to the extent set forth in this Policy.

### 2. Coverages

Subject otherwise to the terms exceptions conditions and limitations of this Policy, the Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle in direct connection with the vehicle whilst mounting into/dismounting from or travelling in the vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of injury	Scale of compensation
<b>i. Accidental Death</b>	<b>100%</b>
<b>ii. Loss of two limbs or sight of two eyes or one limb and sight of one eye.</b>	<b>100%</b>
<b>iii. Loss of one limb or sight of one eye</b>	<b>50%</b>
<b>iv. Permanent total disablement from injuries other than named above.</b>	<b>100%</b>

Provided always that

- A) The compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 15 lakh during any one period of insurance.
- B) No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self-injury suicide or attempted suicide physical defect or infirmity or (2) An accident happening whilst such person is under the influence of intoxicating liquor or drugs.

This cover is subject to

- i. The owner-driver is the registered owner of the vehicle ;
- ii. The owner-driver is the insured named in this policy.
- iii. The owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident

### 3. GENERAL EXCEPTIONS

1. The Company shall not be liable in respect of any claim arising whilst the vehicle herein
  - a) being used otherwise than in accordance with the 'Limitations as to Use'
  - or
  - b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
2. The Company shall not be liable in respect of any claim arising out of any contractual liability.
3. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
4. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
5. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
6. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### 4. CONDITIONS

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental or loss or damage and in the event of any claim and thereafter the insured/nominee shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured/Nominee. Notice shall also be given in writing to the Company immediately and the insured/nominee shall have knowledge of any impending prosecution inquest or fatal injury in respect of any occurrence which may give rise to a claim under this policy.
2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. We may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact by sending notice in writing by Registered A/D to the insured at his/her last known address at least 15 days in advance in that case we shall refund pro-rata premium for the unexpired portion of the policy on the date of cancellation, provided no claim has occurred till the date of cancellation.  
The Insured may also give 15 days' notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall retain the premium for the period this Policy has been in force at the Company's short period scales.

Un-Completed Year's Period	% of Annual Premium Rate
Not exceeding 1 Months	20%
Exceeding 1 Months but not exceeding 2 Months	30%
Exceeding 2 Months but not exceeding 3 Months	40%
Exceeding 3 Months but not exceeding 4 Months	50%
Exceeding 4 Months but not exceeding 5 Months	60%

<b>Exceeding 5 Months but not exceeding 6 Months</b>	<b>70%</b>
<b>Exceeding 6 Months but not exceeding 7 Months</b>	<b>80%</b>
<b>Exceeding 7 Months but not exceeding 8 Months</b>	<b>90%</b>
<b>Exceeding 8 Months</b>	<b>Full annual premium/ rate</b>

4. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute 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 two arbitrators one to be appointed by each of the parties to the dispute / difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator 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 condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

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

5. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
6. In the event of the death of the insured, this policy will immediately lapse.

The nominee of the insured should make an application to the Company for settlement of claims and all such applications should be accompanied by:-

- a) Death Certificate in respect of the insured
- b) Proof of title to the vehicle
- c) Original Policy.

The Company reserves its right to abide by any order of the court in regard to declaration about the legal heir/heirress and ownership of the vehicle and the nominee will not have any right to dispute such order of the court.

## 5. Grievance Redressal Procedure

Welcome to Shriram General Insurance and Thank You for choosing us as your insurer.

Please read your Policy and Schedule. The Policy and Policy Schedule set out the terms of your contract with us. Please read your Policy and Policy Schedule carefully to ensure that the cover meets your needs.

We do our best to ensure that our customers are delighted with the service they receive from Us. If you are dissatisfied we would like to inform you that We have a procedure for resolving issues. Please include your Policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step Initially, We suggest you to contact the Branch Manager / Regional Manager of the local office which has issued the Policy. The address and telephone number will be available in the Policy.

Second Step Naturally, We hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to Grievance Cell, HO, headed by a senior executive which will be directly under the control of the MD at the below mentioned address:

**Contact Person:** Chief Compliance and Grievance Officer  
**Contact Address:** Shriram General Insurance Co. Ltd.  
E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur – 302022

**Grievance Cell No:** 1800-100-3009, 1800-300-30000  
**E-mail ID:** [md@shriramgi.com](mailto:md@shriramgi.com)  
**Fax No.:** 91-141-2770693

You can also reach us by email or register their complaints on the website of the Company.

If You are still not satisfied, You can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

<b>Ombudsman Offices</b>	
Jurisdiction	Office Addresses
Gujarat , Dadra & Nagar Haveli, Daman and Diu	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, <b>Ahmedabad – 380 001.</b> Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in
Karnataka	<b>Smt. Neerja Shah</b> Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24 <sup>th</sup> Main Road, JP Nagar Ist Phase, <b>BENGALURU – 560 078</b> Tel. 080 – 26652048 / 49 E-Mail: bimalokpal.bengaluru@ecoi.co.in
Madhya Pradesh & Chhattisgarh	<b>Shri Guru Saran Shrivastava</b> Insurance Ombudsman, Office of the Insurance Ombudsman JanakVihar Complex, 2 nd floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, <b>BHOPAL - 462 003</b> Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpal.bhopal@ecoi.co.in
Orissa	Insurance Ombudsman, Office of the Insurance Ombudsman 62, Forest Park, <b>BHUBANESHWAR – 751 009</b> Tel.0674-2596461 / 2596455, Fax - 0674-2596429 E-mail: bimalokpal.bhubaneswar@ecoi.co.in
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Dr. Dinesh Kumar Verma Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 <sup>nd</sup> floor, Batra Building, Sector 17-D , <b>CHANDIGARH – 160 017</b> Tel.: 0172-2706196 / 2706468, Fax: 0172-2708274 E-mail: bimalokpal.chandigarh@ecoi.co.in
Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Insurance Ombudsman, Office of the Insurance Ombudsman 6 <sup>th</sup> Floor , Jeevan Bhawan, Phase II, Nawal Kishore Rd. Hazratganj, <b>LUCKNOW – 226 001</b> Tel.:0522- 2231330 / 31, Fax: 0522-2231310 E-mail: bimalokpal.lucknow@ecoi.co.in
Delhi	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Building. Asaf Ali Road, <b>NEW DELHI – 110 002</b> Tel. 011- 23232481/23213504 E-mail: <a href="mailto:bimalokpal.dehli@ecoi.co.in">bimalokpal.dehli@ecoi.co.in</a>

Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	<b>Shri Milind A. Kharat</b> Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe , S. V. Road, Santacruz (W), <b>MUMBAI</b> – 400 054 Tel: 022-26106552 / 26106960, Fax: 022-26106052 E-mail: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>
West Bengal, Sikkim, Andaman & Nicobar Islands.	Insurance Ombudsman, Office of the Insurance Ombudsman Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, <b>KOLKATA</b> – 700 072 Tel.: 033 - 22124339 / 22124340, Fax: 033-22124341 E-mail : <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>
Kerala, Lakshadweep, Mahe- a part of Pondicherry.	Insurance Ombudsman, Office of the Insurance Ombudsman 2 <sup>nd</sup> Floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM</b> – 682 015 Tel.: 0484 - 2358759 / 2359338, Fax:0484-2359336 E-mail: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	<b>Shri Kiriti .B. Saha</b> Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 <sup>th</sup> Floor, Nr. Panbazar Overbridge , S.S. Road, <b>GUWAHATI</b> – 781 001 (ASSAM) Tel. : 0361-2132204 / 2132205, Fax:0361-2732937 E-mail: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	<b>Shri I. Suresh Babu</b> Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46 , 1 st floor, “Moin Court”, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD</b> – 500004 Tel.: 040 - 65504123 / 23312122, Fax: 040-23376599 E-mail: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>
Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)	<b>Shri M. Vasantha Krishna</b> Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 <sup>th</sup> Floor, 453, Anna Salai, Teynampet, <b>CHENNAI</b> – 600 018 Tel. 044-24333668 / 24335284, Fax: 044-24333664 E-mail: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>
Rajasthan	<b>Smt. Sandhya Baliga</b> Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, <b>JAIPUR</b> - 302 005 Tel.: 0141 – 2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>
State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	Insurance Ombudsman Office of the Insurance Ombudsman Bhagwan Sahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301 NOIDA Tel.: 0120-2514250 / 2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>
Bihar, Jharkhand	Insurance Ombudsman Office of the Insurance Ombudsman 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, <b>PATNA 800 006.</b> Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, <b>PUNE</b> – 411 030. Tel.: 020-41312555

Email: [bimalokpal.pune@ecoi.co.in](mailto:bimalokpal.pune@ecoi.co.in)