

Kotak Compulsory Personal Accident (Owner-Driver) under Motor Insurance Policies Policy Wording

21-22/v1

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 the Company for the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accidental 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 expressed hereon.

PERSONAL ACCIDENT COVER FOR OWNER - DRIVER

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 insured or any other vehicle owned by the Insured whilst driving or mounting into/dismounting from his/her vehicle or whilst traveling in it 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
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii) Loss of one limb or sight of one eye	50%
iv) Permanent total disablement from injuries other than named above	100%

Provided always that

1. 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 ₹ 15 lakhs during any one period of insurance.
2. In case bodily injury / death is sustained by the owner-driver in a vehicle owned by the Insured (and not in vehicle insured by the Insurer), the Insured shall be required to furnish requisite proof of legal ownership of such other vehicle during the period of such accident, including submission of relevant documents as required by the insurer.
3. 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
 - a. Intentional self-injury suicide or attempted suicide physical defect or infirmity or
 - b. An accident happening whilst such person is under the influence of intoxicating liquor or drugs.
4. Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.
5. This cover is subject to
 - i. The insured under this policy being the registered owner of the vehicle involved in the accident
 - ii. The driver of the vehicle involved in the accident 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.
 - iii. The insured under this policy 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.

GENERAL EXCLUSIONS

The Company shall not be liable under this Policy in respect of

1. Any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area other than India, Bhutan, Bangladesh, Maldives, Nepal, Pakistan and Sri Lanka.
2. Any claim arising out of any contractual liability;
3. Any accidental loss damage and/or liability caused sustained or incurred

whilst the vehicle involved in the accident herein is

- a. Being used otherwise than in accordance with the 'Limitations as to Use clause of the vehicle involved in the accident'. 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.
4. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations 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.
 5. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
 6. Any accidental loss damage and / or liability directly or indirectly or proximately or remotely occasioned by contributed to 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 consequence of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental 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.
 7. Any gross negligence on the part of insured resulting in the accident.

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 loss or damage in the event of any claim and thereafter the insured 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. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of criminal act which may be the reason of a claim under this Policy the insured/ claimant shall give immediate notice to the police and cooperate with the Company in securing the conviction of the offender. Wherever details pertaining to any incident which results in a claim, are conveyed by the claimant to the insurer after reasonable period, claimant shall provide the reasons of such delay to the insurer and insurer may on analysis of reasons provided by claimant, condone the delay in intimation of claim or delay in providing the required information/documents to the insurer.
2. The insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.
3. **Cancellation:**
 - a) A policy may be cancelled by the insurer on the grounds of misrepresentation, fraud, non-disclosure of material facts or non cooperation of the insured by sending to the insured fifteen days' notice of cancellation to the insured's last known address.
 - b) A policy may be cancelled at the option of the insured with seven days' notice of cancellation and the insurer will be entitled to retain premium on short period scale of rates (as per Short Period Scale mentioned) for

the period for which the cover has been in existence prior to the cancellation of the policy. This is allowed only where the insured is having an alternate personal accident policy for 15 lakhs and above for the same / similar period. The balance premium, if any, will be refundable to the insured. Refund of premium will be subject to there being no claim under the policy.

Short Period Scale

Period	% of Annual Premium
Not Exceeding 1 month	20%
Exceeding 1 month 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%
Exceeding 5 months but not exceeding 6 months	70%
Exceeding 6 months but not exceeding 7 months	80%
Exceeding 7 months but not exceeding 8 months	90%
Exceeding 8 months	Full Premium / Rate

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 claimant 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. The Policy shall stand terminated under any of the below mentioned circumstances:
- Once a death claim has been accepted and paid under this Policy or
 - In the event of death of the Insured due to any reason not covered under this Policy.
7. Rules applicable to tankers carrying hazardous chemicals:

Rule 129 - A: Spark arrester six month from the date of commencement of Central Motor Vehicles (Amendment) Rules 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life, shall be fitted with a spark arrester.

Rule 131: Responsibility of the consignor for safe transport of dangerous or hazardous goods.

- 1) It shall be responsibility of the consignor intending to transport any

dangerous or hazardous goods listed in Table II, to ensure the following, namely :-

- The goods carriage has a valid registration to carry the said goods;
 - The vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;
 - That transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and
 - That the driver of the goods carriage is trained in handling the dangers posed during transport of such goods
- 2) Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable owner and its driver to
- Comply with the requirements of rules 129 to 137 (both inclusive) of these rules and
 - Be aware of the risks created by such goods to health or safety or any person;
- 3) It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive) of these rules.

Rule 132: Responsibility of the Transporter or owner of goods carriage.

- It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods ensure the following, namely:-
 - That the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods and
 - The vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.
- Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.
- The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- The owner of the goods carriage dangerous or hazardous goods and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.
- It shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.
- Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods carriage or the transporter abide by these conditions within six month after the date of coming into force of the Central Motor Vehicles (Amendment) Rules, 1993.

Rule 133: Responsibility of the driver

- The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule(3) of rule 132 is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.
- Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years.

Sub-rule (1) of rule 9 of the principal rules:

1) One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993 any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving license to drive a transport vehicle also have the ability to read and write at least one Indian Language out of those specified in the VII schedule of the Constitution and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods.

Period of training : 3 days

Place of training : At any institute recognized by the State Government

GRIEVANCE REDRESSAL

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or

may write an e-mail at care@kotak.com. In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at grievanceofficer@kotak.com. In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write to seniorgrievanceofficer@kotak.com/ chiefgrievanceofficer@kotak.com.

However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Integrated Grievance Management Section (IGMS) or IRDA Grievance Call Centre (IGCC) at their toll free no.152525.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I.

The details of the Insurance Ombudsman/complete Grievance Redressal Process is also available at Company's website: www.kotakgeneralinsurance.com.

The updated details of Insurance Ombudsman offices are also available on the website of Executive Council of Insurers: www.ecoi.co.in/ombudsman.html.

Annexure I: Details of Insurance Ombudsman

Office Details	Jurisdiction of Office Union Territory, District
Ahmedabad: Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel nos: 079-25501201/02/05/06. email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru: Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Gr. Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049. Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
Bhopal: Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 003.Tel.:- 0755-2769201 / 2769202, Fax : 0755-2769203. Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh and Chattisgarh.
Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461/2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
Chandigarh: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
New Delhi: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
Guwahati: Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad: Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122, Fax: 040 - 23376599. Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
Jaipur: Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: bimalokpal.jaipur@ecoi.co.in	Rajasthan.
Ernakulam: Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759 / 2359338, Fax:- 0484-2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
Kolkata: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340, Fax : 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
Lucknow: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310. Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
Mumbai: Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052. Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
Noida: Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar, Noida, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253. Email:- bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, 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.
Patna: Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952. Email:- bimalokpal.patna@ecoi.co.in	Bihar and Jharkhand.
Pune: Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 41312555. Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Kotak Mahindra General Insurance Company Ltd.

CIN: U66000MH2014PLC260291. **Registered Office:** 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051. Maharashtra, India.

Office: 8th Floor, Zone IV, Kotak Infinity, Bldg. 21, Infinity IT Park, Off WEH, Gen. AK Vaidya Marg, Dindoshi, Malad (E), Mumbai – 400097. India.

Toll Free: 1800 266 4545 Email: care@kotak.com Website: www.kotakgeneralinsurance.com IRDAI Reg. No. 152.