

**Edelweiss Compulsory Personal Accident (Owner- Driver) under Motor Insurance Policies.**

Whereas the insured by a proposal and declaration as stated in the schedule (“Insured”/ “You”/ “Your”) which shall be the basis of this contract and is deemed to be incorporated herein, has applied to EDELWEISS GENERAL INSURANCE COMPANY LIMITED (the “Company”/ “We”/ “Us”) for the insurance hereinafter contained and has paid the premium mentioned in the schedule hereto (“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**

Subject otherwise to the terms, exceptions, conditions and limitations of this policy (“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 involved or whilst mounting into/dismounting from or traveling in the insured 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:

<b>Nature of injury</b>	<b>Scale of compensation</b>
(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:

- A. 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 Company shall not in the aggregate exceed the sum of Rs..... 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.
- C. 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.

**This cover is subject to**

- (a) the owner-driver is the registered owner of the vehicle involved ;
- (b) the owner-driver is the Insured named in this Policy.
- (c) 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.

**GENERAL EXCEPTIONS**  
(Applicable to all Sections of the Policy)

1. The Company shall not be liable in respect of any claim arising whilst the vehicle involved 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 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 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.
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.

**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. A 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. A 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.
2. The Company may cancel the Policy by sending seven days notice by recorded delivery to the Insured at Insured's last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the Policy, the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force..

Period	% of Annual Premium Rate
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 Annual premium / rate

3. If at the time of occurrence of an event that gives rise to any claim under this Policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
4. If at the time of occurrence of an event that gives rise to any claim under this Policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
5. 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 dispute or difference 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.

6. 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.

**GRIEVANCE MECHANISM:**

In case of any grievances, the Insured may send a written communication to the Company at any of the touch points as mentioned below and the same shall be addressed within T+14 days of the receipt of the complaint.

Please find the below escalation matrix:

**Step1**

Call us at: 180012000

Email us at: support@edelweissinsurance.com

**Step2**

If you do not receive any resolution to your complaint within T+14 or if the response is not as per your expectations please feel free to contact our Grievance Redressal Officer

Email: grievanceofficer@edelweissinsurance.com

**Step3**

If you are not satisfied with the response of the GRO, you may write to the Chief Grievance Redressal Officer at or send a communication to:

Email - Chiefgrievanceofficer@edelweissinsurance.com

Address : Edelweiss General Insurance Company Limited , Edelweiss House ,Off CST Road ,Kalina ,Mumbai 400098

#### Step 4

If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India ('IRDAI') on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255

Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

Register online at: <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

Sy. No. 115/1, Financial District

Nanakramguda, Gachibowli

Hyderabad - 500032

#### Step 5

If the complaint/grievance has still not been resolved You may approach the office of the Insurance Ombudsman established by the Central Government of India as per Rule 12 (1) and Rule 13 of the Redressal of Public Grievances Rules, 1998 ('RPG Rules').

Powers of the Insurance Ombudsman under Rule 12(1) of RPG Rules:

The Insurance Ombudsman may receive and consider the following complaints:

- o Complaints under Rule 13 (as mentioned below);
- o Any partial or total repudiation of claims by an insurer;
- o Any dispute in regard to premium paid or payable in terms of the policy;
- o Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- o Delay in settlement of claims;
- o Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made Rule 13 of RPG Rules:-

- o Any person who has a grievance against the Company/Us, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
- o The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint.
- o No complaint to the Ombudsman shall lie unless:
  - o the complainant had before making a complaint to the Ombudsman, made a written representation to the Company/insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;
  - o the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and
  - o The complaint is not on the same subject matter for which any proceedings before any court or Consumer Forum or arbitrator is pending or was so earlier.

Mentioned below are contact details of Ombudsman:

#### List of Insurance Ombudsmen

##### OMBUDSMAN AND ADDRESSES

Ombudsman Offices	
Areas of Jurisdiction	Addresses of the Ombudsman Offices
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	<b>AHMEDABAD</b> Jeevan Prakash Building, 6 <sup>th</sup> Floor. Tilak Mark, Relief Road, AHMEDABAD-380 001 Tel: 079 25501201/02/05/06,

	E-mail: bimalokpal.ahmedabad@ecoi.co.in
State of Karnataka	<b>BENGALURU</b> Jeevan Soudha Building, PID NO. 57-27-N-19 Ground Floor 19/19, 24 <sup>th</sup> Main Road, JP Nagar 1 <sup>st</sup> Phase BENGALURU-560 078 Tel: 080-26652048/49 E-mail: bimalokpal.bengaluru@ecoi.co.in
States of Madhya Pradesh and Chattisgarh.	<b>BHOPAL</b> Janak Vihar Complex, 2 <sup>nd</sup> Floor 6, Malviya Nagar, Opp. Airtel Office, Near New Market. BHOPAL-462 003 Tel: 0755-2769201/02 Fax: 0755-2769203 E-mail: bimalokpal.bhopal@ecoi.co.in
State of Orissa.	<b>BHUBANESWAR</b> 62, Forest Park, BHUBANESWAR-751 009. Tel: 0674-2596461/55, Fax: 0674-2596429 E-mail: bimalokpal.bhubaneswar@ecoi.co.in
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	<b>CHANDIGARH</b> S.C.O No.101,102 & 103, 2 <sup>nd</sup> Floor, Batra Building, Sector 17 D, Chandigarh-160 017 Tel: 0172-2706196/468 Fax: 0172-2708274 <b>E-mail: bimalokpal.chandigarh@ecoi.co.in</b>
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	<b>CHENNAI</b> Fatima Akhtar Court , 4 <sup>th</sup> Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 044-24333668, 044-24335284 Fax: 044-24333664 E-mail: bimalokpal.chennai@ecoi.co.in
State of Delhi	<b>DELHI</b> 2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002 Tel: 011-23213504, E-mail: bimalokpal.delhi@ecoi.co.in
State of Kerala, and Union Territories of Lakshwadeep and Mahe ( A part of Pondicherry)	<b>ERNAKULUM</b> 2 <sup>nd</sup> Floor, Pulinat Building, Opp. Cochin Shipyard, M.G Road, ERNAKULUM 682 015 Tel: 0484-2358759, 0484-2359338. Fax : 0484-2359336 E-mail: bimalokpal.ernakulum@ecoi.co.in
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	<b>GUWAHATI</b> Jeevan Nivesh, 5 <sup>th</sup> Floor. Near Panbazaar Overbridge S.S Road, GUWAHATI 781 001 Tel: 0361-2132204/05 Fax: 0361-2732937 E-mail: bimalokpal.guwahati@ecoi.co.in
States of Andhra Pradesh, Telengana and Yanam - a part of the Union Territory of Pondicherry.	<b>HYDERABAD</b> 6-2-46, 1 <sup>st</sup> Floor, "Moin Court". Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 040-65504123 040-23312122, Fax:040-23376599 Email: bimalokpal.hyderabad@ecoi.co.in
State of Rajasthan	<b>JAIPUR</b> Jeevan Nidhi- II Bldg, 2 <sup>nd</sup> Floor, Bhawani Singh Marg, JAIPUR -302 005 Tel: 0141-2740363, E-mail: bimalokpal.jaipur@ecoi.co.in
States of West Bengal, Sikkim, and Union Territories of Andaman and Nicobar Islands.	<b>KOLKATA</b> Hindustan Building Annexe, 4 <sup>th</sup> Floor 4 C.R Avenue, KOLKATA-700 072 Tel: 033-22124339/40 Fax:033-22124341 E-mail: bimalokpal.kolkata@ecoi.co.in



<p>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.</p>	<p><b>LUCKNOW</b>          6<sup>th</sup> Floor, Jeevan Bhavan, Phase 2,          Nawal Kishore Road, Hazaratganj,          LUCKNOW-226001          Tel: 0522-2231330/31, Fax:0522-2231310          E-mail: bimalokpal.lucknow@ecoi.co.in</p>
<p>States of Goa and Mumbai Metropolitan Region, excluding Navi Mumbai and Thane</p>	<p><b>MUMBAI</b>          3<sup>rd</sup> Floor, Jeevan Seva Annexe (above MTNL),          S V Road, Santacruz (W), Mumbai-400 054          Tel: 26106889, EPBX:022-26106889          Fax:022-26106052, 26106980          Email: bimalokpal.mumbai@ecoi.co.in</p>
<p>State of Uttaranchal and 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.</p>	<p><b>NOIDA</b>          Bhagwan Sahai Place, 4<sup>th</sup> Floor,          Main Road, Naya Bans, Sector 15          Dist: Gautam Buddh Nagar          NOIDA -201 301          Tel: 0120-2514250/52/53          E-mail: bimalokpal.noida@ecoi.co.in</p>
<p>States of Bihar and Jharkhand</p>	<p><b>PATNA</b>          1<sup>st</sup> Floor, Kalpana Arcade Building,          Bazaar Samiti Road, Bahadurpur          PATNA - 800 006          Tel: 0612-2680952          E-mail: bimalokpal.patna@ecoi.co.in</p>
<p>State of Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region</p>	<p><b>PUNE</b>          Jeevan Darshan Building, 3<sup>rd</sup> Floor          C.T.S Nos. 195 to 198, N.C Kelkar Road, Narayan Peth          PUNE – 411 030          Tel: 020-41312555          E-mail: bimalokpal.pune@ecoi.co.in</p>

(The Ombudsman office applicable for the Insured's address will be printed in the Policy)

**Product UIN: IRDAN159RP0013V01201819**

**Company Address: Edelweiss House, Off CST Road, Kalina, Mumbai 400098**

**CIN: U66000MH2016PLC273758**

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