



Compulsory Personal Accident (Owner-Driver) under Motor Insurance - Prospectus

1. Strengths

Shriram General Insurance Company Limited is a part of Shriram Group – One of India’s largest financial conglomerates with interests in the fields of Truck Financing, Life Insurance, Share Trading and considerable non-financial businesses like Bulk Drugs, Software Consultancy, and Project Engineering & Real Estate. The Group companies have equity participation from Citicorp (subsidiary of Citi Bank), Axis Bank, Chrys Capital – USA, New Bridge Capital.

Shriram General Insurance Company Limited is in partnership with SANLAM Group, South Africa. SANLAM Limited is a major financial services company in South Africa, listed in the Johannesburg Securities Exchange and Namibian Stock Exchange. SANTAM is parts of SANLAM Limited, which is engaged in General Insurance business and is ranked as the best Insurance Company in South Africa as per the recent study conducted by Pricewaterhouse Coopers.

2. Scope Of Cover

This policy is designed to cover Individual persons against 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.

3. List of coverages & Compensation

Nature of injury	Scale of compensation
i. Accidental 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%

NOTE:

- i. In case of any doubt regarding coverages type, a reference shall be made to the Head Office.

4. Subjectivity of the Compensation

- (1) 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:
- (2) 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

5. Who could be the Insured

5.1. **Owner Driver of the vehicle.**

5.2. **There must be direct connectivity between the insured and the vehicle.**

5.3. **Further consideration could be made only at the discretion of the Company.**

5.4. The accident must take place whilst mounting into/dismounting from or travelling in the vehicle as a co-driver, caused by violent accidental external and visible means.

6. Policy Term

The policy is available for one year.

7. What is not covered (Exclusions):

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,
6. 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.

7. 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

8. Conditions

8.1. Reasonable Care

The Insured/Insured Person shall take all reasonable steps to safeguard the interests of the Insured / Insured Person against accidental loss or damage that may give rise to a claim.

8.2. Observance of Terms and Conditions

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 / Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

8.3. Material Change

The Insured/ Insured Person shall immediately notify the Company by fax or in writing of any material change in the risk or change in business or occupation and cause at his own expense such additional precaution to be taken as circumstances may require to ensure safety thereby containing the circumstances that may give rise to a claim and the Company may adjust the scope of the cover and/or the premium, if necessary, accordingly.

All cover under this Policy shall cease if any alteration be made whereby the risk of damage or injury is increased unless such alteration be agreed to by the Company in writing.

8.4. Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured /Insured Person or anyone acting on his/her/their behalf to obtain any benefits under the Policy, all benefits under this Policy shall be forfeited. The Company will have the right to reclaim all benefits paid in respect of a claim which is fraudulent as mentioned above under this Condition

8.5. No Constructive Notice

Any knowledge or information of any circumstances or condition in connection with the Insured / Insured Person, in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of the premium.

8.6. Notice of Charge

The Company shall not be bound to take notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy; but the payment by the Company to the insured or his legal representative of any compensation or benefit under the policy shall in all cases be an effectual discharge to the Company. Also the receipt of the Insured / Insured Person, his/her nominee or legal representatives shall in all cases be a full, valid and effectual discharge to the Company.

8.7. Special Provisions

Any special provisions subject to which this Policy has been entered into and endorsed on the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

8.8. Overriding Effect

The terms and conditions contained herein and in the Schedule hereto shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein.

8.9. Electronic Transaction

The Insured /Insured Person agree to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time. However, the terms of this condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policyholder's interests and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, Electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by or on behalf of the Company for and in respect of the Policy or its terms or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. However, the terms of this condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policyholder's interests.

8.10. Duty of the Insured / Insured Person on Occurrence of Loss

On the occurrence of loss within the scope of cover under the Policy, the Insured / Insured Person shall:

- 8.10.1. give written notice with full particulars to the Company immediately. In case of accidental death written notice of the death must, unless reasonable cause is shown, be so given before internment / cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation
- 8.10.2. proof satisfactory to the Company shall be furnished on all matters upon which a claim is based
- 8.10.3. in the event of death, to make a post-mortem examination of the body of the Insured Person. Such evidence as the Company may from time to time require shall be furnished within the space of fourteen days after demand in writing.
- 8.10.4. in the event of a claim in respect of loss of sight the Insured Person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable
- 8.10.5. any Medical or other agent of the Company shall be allowed to examine the Insured Person 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
- 8.10.6. allow the Medical Practitioner or any agent of the Company to inspect the medical and hospitalisation records and to examine the Insured/Insured Person
- 8.10.7. assist and not hinder or prevent the Company or any of its agents in pursuance of their duties

In case the Insured / Insured Person does not comply with the provisions of this clause or other obligations cast upon the Insured / Insured Person under this Policy or in any of the Policy documents, all benefit under the Policy shall be forfeited, at the option of the Company.

8.11. Claim Documentation

The Insured / Insured Person, his/her nominee or the legal representative as the case may be, is required to submit the following documents while lodging a claim under the Policy:

In case of Personal Accident Death claims

- a. FIR from police authorities wherever necessary (in case of accidents outside residence)
- b. Death Certificate from the Municipal Authorities
- c. Post Mortem Report
- d. Any other document as may be required by the Company

In case of Personal Accident Disability claims

- a. FIR from police authorities wherever necessary (in case of accidents outside residence)
- b. Medical Certificate from the attending Medical Practitioner for the injury indicating the extent of disability
- c. Hospital Medical Records
- d. Any other document as may be required by the Company The Insured / Insured Person shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured / Insured Person and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured / Insured Person shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent

8.12. **Right to Inspect**

If required by the Company, an agent/representative of the Company including a Physician appointed in that behalf shall in case of any loss or any circumstances that have given rise to a claim to the Insured/Insured Person be permitted at all reasonable times to examine into the circumstances of such loss. The Insured /Insured Person shall on being required so to do by the Company produce all relevant documents relating to or containing reference relating to the loss or such circumstance in his/her possession including presenting himself for examination and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this Policy.

8.13. **Position After a Claim**

All sums payable hereunder shall be payable in the case of –

- 4.1.1 Accidental death or permanent total disablement, only after deleting by an endorsement the name of the Insured Person in respect of whom such sum shall become payable without any refund of premium;
- 4.1.2 permanent partial disablement, only after reduction of Capital Sum Insured, by an endorsement, by the amount admissible under the claim in respect of the Insured Person in respect of whom such sum shall become payable; and
- 4.1.3 temporary total disablement upon termination of such disablement

8.14. **Forfeiture of Claims**

If any claim is made and rejected and no court action or suit commenced within 12 months after such rejection or, in case of arbitration taking place as provided herein, within 12 calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

8.15. **Currency of Payment**

All claims shall be payable in India in Indian Rupees only. No sum payable under this Policy shall carry interest.

8.16 **Grace Period:**

Grace period means the specified period (30 days) 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.

8.17. **Renewal**

This Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to Us on or before the date of expiry of the Policy or of the subsequent renewal thereof. However We shall not be bound to give notice that such renewal premium is due.

8.18. Cancellation

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 Insured Person at Insured Person's last known address at least 15 days in advance in which case We shall refund pro-rata premium for the unexpired portion of the policy on the date of cancellation, provided no claim has occurred up to the date of cancellation.

The Insured may also give 15 days' notices 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%
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

8.18.1. Insurance in respect of an Insured Person shall immediately terminate at the earliest of the following dates:

- The date that the Policy is terminated;
- The date that the Capital Sum Insured is paid for covered loss

8.18.2. In the event that the initial premium payable is not paid and realised, this Policy shall be deemed to be void from the intended Policy Effective Date.

8.19. Revision/ Modification of the policy

There is a possibility of revision/ modification of terms, conditions, coverage's and/or premiums of this product at any time in future, with appropriate approval from IRDAI. In such an event of revision/modification of the product, intimation shall be set out to all the existing insured members at least 3 months prior to the date of such revision/modification comes into the effect

8.20. Change in Nomination

The insured can change the nominee to whom such payment is to be made at any time during the Policy Period, provided that such change shall only be effective when the insured has notified us and We have recorded the change by an endorsement to this effect.

8.21. Territorial Limits

8.21.1. This policy cover Accidental Bodily Injury sustained during the Policy Period anywhere in the world except the above Accidental Hospitalisation Cover and Medical Expenses subject to the travel and other restrictions that the Indian Government may impose), but We will only make payment within India and in Indian Rupees.

8.21.2. For Accidental Hospitalisation claim, the hospitalisation expenses incurred only in India would be covered and We shall make payment in Indian Rupees only.

8.22. Payment of Interest

In the event the claim is not settled within 30 days we will be liable to pay interest at a rate, which is 2% above the bank rate or regulatory provisions applicable from the date of receipt of last relevant and necessary document from the insured/ claimant by us till the date of actual payment.

9. How to claim?

9.1. Inform our 24x7 Claim Help Desk about the loss on Toll Free Numbers & Mail id:-

Toll Free: 1800-103-3009, 1800-300-30000

Mail ID: chd@shriramgi.com

9.2. Get a Claim Registration Number.

9.3. We will ensure fast settlement of claims after submission of all the relevant documents.

10. Disclaimer

This is only a summary of the product features. The actual benefits available are as described in the policy, and will be subject to the policy terms, conditions and exclusions.

Please seek the advice of your insurance advisor if you require any further information or clarification.

Note: Policy Term and Conditions & Premium rates are subject to change with prior approval from IRDA.

The above are only indicative in nature. For other details for any context, please contact our nearest office.

11. Section 41 of Insurance Act 1938

PROHIBITION OF REBATES –

1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.
2. Any person making default in complying with the provision of this Section shall be punishable with fine, which may extend to ten lakh rupees.