

Compulsory Personal Accident (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 Reliance General Insurance Company Limited (hereinafter referred to as the Company) for the insurance hereinafter contained and has paid the premium as mentioned in the policy schedule as consideration for such insurance in respect of injury/ death sustained by the insured of the vehicle resulting from an accident in direct connection with the insured vehicle, 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.

POLICY PERIOD/ PERIOD OF INSURANCE

Means the period commencing from policy start date and hour and terminating on the policy end date and hour as specified in Schedule of the policy

Avoidance of certain terms and right of recovery

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act. But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provision.

Personal accident cover for Owner-Driver

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 Insured whilst mounting into/dismounting from or travelling 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:

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

- (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 Company shall not in the aggregate exceed the sum insured as mentioned in policy schedule 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 (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person has consumed alcohol or 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 Insured herein;
- (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 (as amended), at the time of the accident.

General Exceptions

The Company shall not be liable in respect of death/ injury to insured if:

1. Any accidental injury or liability caused/ sustained or incurred outside the Geographical Area.
2. Any claim arising out of any contractual liability.
3. Any accidental injury and/or liability caused/ sustained or incurred whilst the vehicle Insured herein is:
 - 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.
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 purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
5. Any accidental injury or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
6. Any accidental injury and/or liability directly or indirectly or proximately or remotely occasioned by or 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 consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accidental injury 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.

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 accident in the event of any claim and thereafter the Insured shall give all such information and assistance as the Company shall require.
2. The Company may cancel the Policy by sending fifteen days notice by recorded delivery to the Insured at Insured's last known address on the grounds of mis- representation, fraud, non- disclosure

of material facts or non- cooperation. In the event of cancellation of this policy on the grounds of misrepresentation, fraud, non- disclosure of material facts, the policy shall stands cancelled ab- initio and there will be no refund of premium. In the event the policy is cancelled on the grounds of non-cooperation of the Insured or Insured has initiated cancellation of the policy then the premium shall be calculated in accordance with Company's short period rate for the period the policy has been in force provided no claim has occurred up to the date of cancellation. Return of the premium by the Company will be subject to retention of the minimum premium as mentioned in policy schedule. The Policy cannot be cancelled unless evidence that the insured is covered for death & permanent disability (total or Partial) up to the Sum Insured Rs 1,500,000 elsewhere is produced.

In the event of total loss/ theft/ sale of the vehicle premium shall be refunded on Pro-rate basis from the date of loss/ sale subject to

- i) Retention of the minimum premium &
- ii) No other vehicle is owned by the insured.

Company's Short Period Rates are as mentioned below:

Period	% OF Annual PREMIUM/ RATE
Not exceeding 1 month	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

3. 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.

4. The due observance and fulfilment 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.

Definitions

1. **Owner Driver:** means an individual who holds a valid driving license in accordance with the provision of rule 3 of Central Motor Vehicle Rules, 1989 (as amended thereof) and is an owner of the vehicle as per registration certificate of the vehicle and insured named in the motor insurance policy.

Grievance Clause

The Grievance Redressal Cell of the Company looks into complaints from policyholders. If the Insured has a grievance that the Insured wishes the Company to redress, the Insured may reach us at Toll Free 18003009.

Insured can also email us at rgicl.services@relianceada.com.

Alternatively, Insured can also approach to any of our branches or approach us through correspondence at following address.

Reliance General Insurance,
Correspondence Unit, 301-302
Corporate House RNT Marg
Opposite Jhabua Tower, Indore
Madhya Pradesh, India- 452001

An acknowledgement will be sent from the Grievance Redressal Cell within 3 days of the receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and the Company's response notified within 15 days of receipt of complaint.

If insured is not satisfied by the resolution provided at abovementioned level he/ she can write an email to our nodal officer at rgicl.grievances@relianceada.com.

Even if the Insured is dissatisfied with the resolution provided by Nodal officer he/ she can write to Head Grievances at rgicl.headgrievances@relianceada.com.

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance. List of Ombudsman offices with contact details are attached for ready reference. For updated status, Please refer to website www.gbic.co.in

Office Details	Jurisdiction of Union Territory, District)	Office	Date Of Taking Charge
AHMEDABAD - Shri. / Smt. Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.		
BENGALURU - Shri/Smt..... Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka.		
BHOPAL - Shri/Smt..... Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Chattisgarh.	Pradesh	
BHUBANESHWAR - Shri. B. N. Mishra Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Orissa.		22-07-2014
CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Punjab, Haryana, Himachal Jammu & Chandigarh.	Pradesh, Kashmir,	

Office Details	Jurisdiction of Union Territory, District)	Office	Date Of Taking Charge
Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in			
CHENNAI - Shri/Smt..... 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@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).		
DELHI - Smt. Sandhya Baliga 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@gbic.co.in	Delhi.	15-07-2014	
GUWAHATI - Sh. / Smt. 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@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.		
HYDERABAD - Shri/Smt..... 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@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.		
JAIPUR - Shri/Smt..... Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg,	Rajasthan.		

Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
<p>Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in</p>		
<p>ERNAKULAM - Shri/Smt..... Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry.</p>	
<p>KOLKATA - Shri. K. B. Saha 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@gbic.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>	<p>30-07-2014</p>
<p>LUCKNOW - Shri. N. P. Bhagat 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@gbic.co.in</p>	<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>04-08-2014</p>
<p>MUMBAI - Shri/Smt..... Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>	

Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in		
NOIDA - Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@gbic.co.in	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.	05.01.2015
PATNA - Shri. Sadasiv Mishra Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@gbic.co.in	Bihar, Jharkhand.	09.09.2014
PUNE - Shri. A. K. Sahoo 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@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	10-09-2014

Address and contact number of Governing Body of Insurance Council

Secretary General
 Governing Body of Insurance Council
 Jeevan Seva Annexe, 3rd Floor (Above MTNT)
 S. V. Road, Santacruz (W)
 Mumbai – 400 054
 Tel: 022-26106889/671/980
 Fax: 022-26106949
 Email: inscoun@gbic.co.in