

**COMPULSORY PERSONAL ACCIDENT (OWNER-DRIVER) UNDER MOTOR  
INSURANCE POLICIES**

**(UIN: IRDAN115RP0034V01201819)**

**PART II**

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 or whilst driving or mounting into/dismounting from the 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	Sum Insured (Rs)	Scale of compensation
I. Death	XX	100%
II. Loss of two limbs or sight of both eyes or one limb and sight of one eye	XX	100%
III. Loss of one limb or sight of one eye	XX	50%
IV. Permanent total disablement from injuries other than those named above, if such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever.	XX	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 insured mentioned in the policy schedule 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

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attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor, drugs or any other substance abuse.

3. Such compensation shall be payable directly to the insured or to his/her legal representatives/Nominee whose receipt shall be the full discharge in respect of the injury to the insured.
4. This cover is subject to
  - i. The owner-driver is the registered owner of the vehicle whilst driving which, including mounting into/ dismounting from or traveling in, the owner-driver sustained bodily injury/ death ;
  - ii. The owner-driver is the insured named under this policy and the policy being valid on the date of loss.
  - 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.

### **EXCLUSIONS:**

1. 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, drugs or any other substance abuse.
2. When the vehicle is used in any kind of rallies as defined in Indian Motor Tariff.
3. Any bodily injury/ death sustained by the owner-driver of the vehicle outside the Indian Territory;
4. Any claim arising out of any contractual liability
5. Any bodily injury/ death sustained by the owner-driver of the vehicle whilst the vehicle is driven or while mounting into/ dismounting from or traveling in the said vehicle, 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.
  - c. 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.
6. Any bodily injury/ death sustained by the owner-driver of the vehicle directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

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7. Any bodily injury/ death sustained by the owner-driver of the vehicle 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.
8. Any bodily injury/ death sustained by the owner-driver of the vehicle directly or indirectly caused by or contributed to by or arising from breach of law

**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. The Company may cancel the policy by sending seven days' notice by recorded delivery to the insured at insured's last known address 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. The policy may also be cancelled at any time by the insured on seven days' notice by recorded delivery, provided no claim has arisen during the currency of the policy. In the event of such cancellation of policy, premium will be refunded on short period scale as defined herein below:

Short period rates:

<i>PERIOD</i>	<b>% OF PREMIUM TO BE REFUNDED</b>
Not exceeding 1 month	80%
Exceeding 1 month but not exceeding 2 months	70%
Exceeding 2 months but not exceeding 3 months	60%
Exceeding 3 months but not exceeding 4 months	50%

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Exceeding 4 months but not exceeding 5 months	40%
Exceeding 5 months but not exceeding 6 months	30%
Exceeding 6 months but not exceeding 7 months	20%
Exceeding 7 months but not exceeding 8 months	10%
Exceeding 8 months	NIL

2. 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 and amendments made thereto. The seat of arbitration shall be in Mumbai.
3. 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.
4. 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.
5. 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 Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent

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means or devices being used by the Insured Person or any one acting on his behalf to obtain any benefit under this Policy.

7. 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.
8. Any knowledge or information of any circumstances or condition in connection with the 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 any premium.
9. It has been agreed between the parties that any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with Indian Laws and only competent Indian courts shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.
10. Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to:

In case of the Insured Person, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited, ICICI Lombard House,  
414, Veer Savarkar Marg, Near Siddhi Vinayak Temple,

Prabhadevi, Mumbai 400 025

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

11. The terms and conditions contained herein and in Part I of the Schedule to this Policy shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part I of the Schedule to this Policy, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part I of the Schedule to this Policy and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

### **BASIS OF ASSESSMENT OF CLAIM:**

- A. The procedure for lodging the claim shall be as under:

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:

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- i) Barring exceptional circumstances where a reasonable cause is shown and the Company is satisfied with such reasons, the Company should be immediately notified in writing of such event.
- ii) The Insured Person or any such person acting on behalf of the Insured Person, as the case may be, shall deliver to the Company, within 30 days of the date on which the event shall have come to his/her knowledge, a detailed statement in writing as per the claim form, and any other material particular, relevant to the making of such claim.
- iii) The Insured Person or any such person acting on behalf of the Insured Person, as the case may be, shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

### **B. Claim Documents:**

The Insured Person or any such person acting on behalf of the Insured Person, as the case may be, shall be required to furnish the following for or in support of a claim:

- i) In case of Death
  - a) PA Claim form duly filled & signed by the nominee
  - b) Policy Copy
  - c) Death certificate - Notarized/ Attested by a gazetted officer
  - d) F.I.R - Notarized/ Attested by a gazetted officer
    - Police Final charge sheet/ Court Final order - Notarized/ attested by a Gazetted Officer - if applicable - notarized/ Attested by a gazetted officer
  - e) Spot and/or Inquest Panchnama - Notarized/ Attested by a gazetted officer
  - f) Post Mortem Report - Notarized/ Attested by a gazetted officer
    - Viscera Analysis Report/ Chemical analysis report/ Forensic Science Lab report - If applicable - notarized/ Attested by gazetted officer]
  - g) Other Document as per Case details - Copy of Treatment papers; if hospitalized, Website Links/ Newspaper cuttings, Other references

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- h) If claim amount is more than 1lakh, AML Documents - Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
- i) Cancel Cheque with NEFT Mandate form - duly filled in by the claimant and bank
- j) Any other document as required by the Company or Company's TPA to investigate the Claim or Company's obligation to make payment for it
- ii) In case of Permanent Total Disablement
  - a) PA Claim form duly filled & signed by Insured/ Claimant
  - b) Policy Copy
  - c) MLC OR F.I.R.OR.PANCHNAMA- Notarised/ Attested by a gazetted officer
  - d) Disability Certificate issued by Authorised civil surgeon- Original/ Notarised/ Attested by a gazetted officer
    - Treatment papers, X-rays films / laboratory test reports and other diagnostic reports to support the claim and percentage of disability
  - e) Medical report
  - f) Colour Photograph of the injured reflecting disability
  - g) If claim amount > 1lakh, AML Documents - Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
  - h) Other Document as per Case details - Copy of Treatment papers; if hospitalized, Website Links/ Newspaper cuttings, Other references
  - i) Cancel Cheque with NEFT Mandate form - duly filled in by the claimant
  - j) Any other document as required by the Company or Company's TPA to investigate the Claim or Our obligation to make payment for it

**Grievances**

In case Insured Person or any such person acting on behalf of the Insured Person are aggrieved in any way, Insured Person or any such person acting on behalf of the Insured Person should do the following

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i. For resolution of any query or grievance, you may contact the respective branch office of the Company or may call us at toll free no. 1800 2666 or email us at [customersupport@icicilombard.com](mailto:customersupport@icicilombard.com) or write to us at ICICI Lombard General Insurance Company Ltd. ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai- 400025.

ii. If you are not satisfied with the resolution provided, you may approach us at the subsection "Grievance Redressal" on our website [www.icicilombard.com](http://www.icicilombard.com) (Customer Support section).

iii. In case your complaint is not fully addressed by the insurer, you may use the Integrated Grievance Management System (IGMS) for escalating the complaint to IRDAI. Through IGMS you can register your complain online and track its status. For registration please visit IRDAI website [www.irda.gov.in](http://www.irda.gov.in). If the issue still remains unresolved, you may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The details of Insurance Ombudsman are available below:

CONTACT DETAILS	JURISDICTION
<p><b>AHMEDABAD</b> Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad - 380 014 Tel.:- 079 - 25501201/02/05/06 Email:- <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a></p>	<p>State of Gujarat and Union Territories of Dadra &amp; Nagar Haveli and Daman and Diu.</p>
<p><b>BENGALURU</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a></p>	<p>Karnataka.</p>
<p><b>BHOPAL</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal - 462 033. Tel.:- 0674 - 2596461 /2596455</p>	<p>States of Madhya Pradesh and Chattisgarh.</p>



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<p>Fax: 0674 - 2596429          Email:- <a href="mailto:bimalokpalbhopal@ecoi.co.in">bimalokpalbhopal@ecoi.co.in</a></p>	
<p><b>BHUBANESHWAR</b>          Office of the Insurance Ombudsman,          62, Forest park,          Bhubneshwar - 751 009.          Tel.:- 0674-2596461 / 2596455          Fax:- 0674-2596429          Email:- <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a></p>	<p>State of Orissa.</p>
<p><b>CHANDIGARH</b>          Office of the Insurance Ombudsman,          S.C.O. No. 101, 102 &amp; 103, 2nd          Floor,          Batra Building, Sector 17 - D,          Chandigarh - 160 017.          Tel.:- 0172-2706196 / 2706468          Fax:- 0172-2708274          Email:- <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a></p>	<p>States of Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir and Union territory of Chandigarh.</p>
<p><b>CHENNAI</b>          Office of the Insurance Ombudsman,          Fatima Akhtar Court,          4th Floor, 453 (old 312), Anna Salai,          Teynampet,          CHENNAI - 600 018.          Tel.:- 044-24333668 / 24335284          Fax:- 044-24333664          Email:- <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a></p>	<p>State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).</p>
<p><b>DELHI</b>          Office of the Insurance Ombudsman,          2/2 A, Universal Insurance Building,          Asaf Ali Road,          New Delhi - 110 002.          Tel.: 011 - 2323481/23213504          Email:- <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a></p>	<p>State of Delhi.</p>
<p><b>ERNAKULAM</b>          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</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry</p>

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<p>Email:- <a href="mailto:bimalokpal.ernakulum@ecoi.co.in">bimalokpal.ernakulum@ecoi.co.in</a></p>	
<p><b>GUWAHATI</b> 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:- <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a></p>	<p>States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p><b>HYDERABAD</b> 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:- <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a></p>	<p>States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory of Pondicherry.</p>
<p><b>JAIPUR</b>  Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg.,  Ground Floor,  Bhawani Singh Marg,  Jaipur - 302005. Tel.:- 0141-2740363 Email:- <a href="mailto:bimalokpal.jaipur@ecoi.co.in">bimalokpal.jaipur@ecoi.co.in</a></p>	<p>State of Rajasthan.</p>
<p><b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340 Fax:- 033-22124341 Email:- <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a></p>	<p>States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.</p>
<p><b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001.</p>	<p>District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur,</p>

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<p>Tel.:- 0522-2231330 / 2231331          Fax:- 0522-2231310.          Email:- <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a></p>	<p>Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.</p>
<p><b>MUMBAI</b>          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:- <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a></p>	<p>States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p><b>NOIDA</b>          Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida          U.P.-201301.          Tel.: 0120-2514250 / 2514252 / 2514253          Email:- <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a></p>	<p>States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarhi, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pillbhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA</b>          Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.          Tel.: 0612-2680952          Email:- <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a></p>	<p>States of Bihar and Jharkhand.</p>
<p><b>PUNE</b>          Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030          Tel: 020 -32341320</p>	<p>States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

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The updated details of Insurance Ombudsman are also available on IRDA website: [www.irdaindia.org](http://www.irdaindia.org) on the website of Office of the Executive Council of Insurers (formerly GBIC): [www.ecoi.co.in](http://www.ecoi.co.in) , website of the company [www.icicilombard.com](http://www.icicilombard.com) or from any of Our offices.