

## Future Motor Compulsory Personal Accident Insurance for Owner Driver

### Preamble

Whereas the Insured described in the Schedule hereto (hereinafter called "The Insured") has made to Future Generali Insurance Company Limited (hereinafter called "Company") 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 Future Generali Insurance Company Limited for the insurance hereinafter contained and has paid the premium as stated in the Schedule hereto as consideration, and the Company agrees, subject to the following terms, conditions, exclusions and limitations, to indemnify the Insured, subject to the Sum Insured, as herein contained.

### 1. COVERAGE

The Company undertakes to pay compensation on the scale provided below for death/bodily injury sustained by the insured owner driver, in direct connection with the vehicle he/she owns or whilst driving or mounting into/dismounting from the vehicle he/she owns or whilst travelling in it as co-driver / passenger caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :-

Details 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 any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs.15 lakhs during any one period of insurance in respect of any such person.
- (2) No Compensation shall be payable in respect of death or 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 influence of intoxicating liquor or drugs
- (3) Such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

Subject otherwise to the terms exceptions conditions and limitations of this policy.

### 2. EXCLUSIONS

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

- (1) Any accidental death or injuries caused sustained or incurred outside the geographical area of corresponding motor policy
- (2) Intentional self-injury suicide or attempted suicide physical defect or infirmity
- (3) An accident happening whilst such person is under influence of intoxicating liquor or drugs
- (4) Any accident/loss arising out of War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power
- (5) Any injury caused by, contributed to, by or arising from nuclear ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission) or nuclear weapons material or nuclear equipment or any part of that equipment
- (6) Committing breach of law with criminal intent

### 3. CONDITIONS

The cover is subject to

- (1) The owner-driver is the registered owner of the vehicle insured
- (2) The owner-driver is the Insured named in the Policy
- (3) 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.
- (4) The Compulsory Personal Accident Cover cannot be granted where a vehicle is owned by a company, a partnership firm or a similar body corporate or where the owner-driver does not hold an effective driving license

**4. GENERAL 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) Cancellation- 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 ground of mis-representation, fraud, non-disclosure of material facts or non-cooperation. In the event of cancellation of this policy on grounds of mis- representation, fraud, non-disclosure of material facts, the policy shall stand 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 computed 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.

**Short Period Scale for Cancellation of Policy**

Period	% of Annual Premium to be retained
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

- (2) 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.
- (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 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.

- (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.

**5. CLAIM SETTLEMENT**

If the Insured meets with any Accidental Death / Bodily Injury that may result in a claim, then the Insured / Nominee Legal Heirs claiming on his/her behalf must,

- a. Inform us in writing immediately and in any event within 30 days from the date of the accident and submit all documents to us within 30 days from the date of intimation.
- b. Insured should allow examination by our medical advisor
- c. Promptly give us documentation and other information we ask for to investigate the claim or our obligation to make payment for it
- d. In case of the insured death, Nominee legal heirs of insured claiming on his/her behalf must inform us in writing immediately and send us a copy of the post mortem report (if conducted) within 30 days

**6. LIST OF CLAIM DOCUMENT**

**Claim Documentation for Death Claim**

- a. Duly Completed Claim Form signed by Nominee / Legal heir of the Insured
- b. Copy of address proof
- c. Attested copy of Death Certificate
- d. Attested copy of FIR / Pachamama
- e. Attested copy of Post Mortem Report
- f. NEFT details or Cancel cheque of the Insured
- g. Original Policy Copy

**Claim Documentation for Permanent Total Disability and Permanent Partial Disability**

- a. Duly Completed Claim Form signed by the Insured
- b. Attested copy of Disability Certificate
- c. Attested copy of FIR / Pachamama
- d. All X-Ray / Investigation reports and film to support disability
- e. Original Policy Copy
- f. NEFT details or Cancel cheque of the Insured

**Call us at: 1800 102 2355 | Website: [www.futuregenerali.in](http://www.futuregenerali.in)**

**Future Generali India Insurance Company Limited (IRDAI Regn. No.: 132) (CIN:  
U66030MH2006PLC165287)**

**Regd. and Corp. Office: Indiabulls Finance Centre, Tower 3, 6th Floor, Senapati Bapat  
Marg, Elphinstone Road (W), Mumbai - 400013.**

**Fax: 022-4097 6900 | Email: [fgcare@futuregenerali.in](mailto:fgcare@futuregenerali.in).**

**Trade Logo displayed above belongs to M/S Assicurazioni Generali - Societa Per  
Azioni and used by Future Generali India Insurance Co Ltd. under License.**

---

***For detailed information on this product, terms and conditions etc., please refer to the product policy clause, consult your advisor or visit our website before concluding a sale. Tax benefits are subject to change due to change in tax laws. Insurance is the subject matter of solicitation.***

---