

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

# **POLICY WORDINGS**

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 the Company for the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance.

The benefits covered under this policy are mentioned in the Schedule attached to this policy.

#### COVERAGE

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 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 independently of any other cause shall within six calendar months of such injury result in:

COVER	SCALE OF COMPENSATION
i) Death	100%
<ul> <li>(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye.</li> </ul>	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 insurer 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 (a) intentional self-injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

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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;
- (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**

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

1. any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;

2. any claim arising out of any contractual liability;

3. any accidental loss damage 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. (a) Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss

(b) 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.

5. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

6. Any accidental loss damage and/or 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

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Registered & Corporate Office: 402, 403 & 404, A&B Wing, 4th Floor, Fulcrum, Sahar Road, Next to Hyatt Regency, Andheri (E),Mumbai - 400 099Phone: 022 - 71155900Compulsory Personal Accident (Owner-Driver) under Motor Insurance Policies (PolicyWordings)IRDAI Reg No.: 155CIN: U66000MH2016PLC283275Web: www.dhflinsurance.comPRODUCT UIN: IRDAN155RP0083V01201819GSTIN: 27AAFCD7985H1Z4Email: mycare@dhflinsurance.com;



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.

## **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 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.
- 2. The Company may cancel the policy by sending Fifteen 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 or the policy may be cancelled at any time by the insured on fifteen 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. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons).

**Short Period Premium Rate Table** 

## Short period rate of cancellation will be as per table below:

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%

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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.

## **GRIEVANCE REDRESSAL PROCEDURE:**

At DHFL General Insurance, we want your relationship with insurance to soar beyond what you've Restricted Document

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experienced yet. To understand, appreciate, and enjoy insurance—we're here for you. You can connect with us on the following channels.

- a. Call us on our Toll Free 1800 123 0004 (From 8 am to 8 pm) for any queries that you may have!
- b. Email your queries to mycare@dhflinsurance.com.
- c. Visit our website <u>www.dhflinsurance.com</u> to register & track your queries.
- d. Please walk in to any of our branches or partner locations .
- e. You can also dispatch your letters to us at:

## **DHFL General Insurance Ltd.**

402, 403 & 404, A&B Wing, 4th Floor,

Fulcrum, Sahar Road, Next to Hyatt Regency,

Andheri (E), Mumbai - 400 099

We request you to please mention your complete details: Full Name, Policy Number and Contact Details in all your communications, to enable our customer experience expert to connect with you and provide you with the quickest possible solution.

We'll make sure to acknowledge your service request within 3 working days—and try and resolve it to your satisfaction within 15 working days. That's a promise!

## Escalation

**Level 1**: While we attempt to give you best-in-class and prompt resolution for any concerns—sometimes it may not be perfect. If you felt that you weren't offered a perfect resolution, please feel free to share your feedback to our Customer Experience team at <u>managercustomerexperience@dhflinsurance.com</u>

Level 2: If you still are not happy about the resolution provided, then you may please write to our Head

Customer Experience and Redressal Manager at <u>HeadCustomerExperience@dhflinsurance.com</u>

If your concern remains unresolved after having followed the above escalation procedure, then you may please approach the Insurance Ombudsman for Redressal. To know who your Insurance Ombudsman is— simply refer to the list below/overleaf.

Contact details of Insurance Ombudsman are available at our website www.dhflinsurance.com

OMBUDSMAN AND ADDRESSES: Refer the below link

http://ecoi.co.in/ombudsman.html

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S.No.	CONTACT DETAILS	JURISDICTION OF OFFICE
1	AHMEDABAD	State of Gujarat and Union Territories of
	Office of the Insurance Ombudsman.	Dadra & Nagar Haveli and Daman and Diu
	Jeevan Prakash Building, 6 <sup>th</sup> Floor,	
	Tilak Marg, Relief Road,	
	Ahmedabad- 380 001.	
	Tel.: 079 - 25501201 / 02/05/06	
	Email: bimalokpal.ahmedabad@ecoi.co.in	
2	BENGALURU	Karnataka
	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@ecoi.co.in	
3	BHOPAL	States of Madhya Pradesh and Chattisgarh.
	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@ecoi.co.in	

#### NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

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4	BHUBANESHWAR	State of Orissa
	Office of the Insurance Ombudsman,	
	62, Forest park, Bhubneshwar – 751 009.	
	Tel.: 0674 - 2596461 /2596455	
	Fax: 0674 - 2596429	
	Email: bimalokpal.bhubaneswar@ecoi.co.in	
5	CHANDIGARH	States of Punjab, Haryana, Himachal Pradesh,
	Office of the Insurance Ombudsman,	Jammu & Kashmir and Union territory of Chandigarh.
	S.C.O. No. 101, 102 & 103, 2nd Floor,	
	Batra Building, Sector 17 – D,	
	Chandigarh – 160 017.	
	Tel.: 0172 - 2706196 / 2706468	
	Fax: 0172 - 2708274	
	Email: bimalokpal.chandigarh@ecoi.co.in	
6	CHENNAI	State of Tamil Nadu and Union Territories -
	Office of the Insurance Ombudsman,	Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
	Fatima Akhtar Court, 4th Floor, 453,	
	Anna Salai, Teynampet,	
	CHENNAI – 600 018.	
	Tel.: 044 - 24333668 / 24335284	
	Fax: 044 - 24333664	
	Email: bimalokpal.chennai@ecoi.co.in	

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7	DELHI	State of Delhi
	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@ecoi.co.in	
8	GUWAHATI	States of Assam, Meghalaya, Manipur,
	Office of the Insurance Ombudsman,	Mizoram, Arunachal Pradesh, Nagaland and Tripura.
	Jeevan Nivesh, 5th Floor,	
	Nr. Panbazar over bridge, S.S. Road,	
	Guwahati – 781001(ASSAM).	
	Tel.: 0361 - 2132204 / 2132205	
	Fax: 0361 - 2732937	
	Email: bimalokpal.guwahati@ecoi.co.in	
9	HYDERABAD	States of Andhra Pradesh, Telangana and
	Office of the Insurance Ombudsman,	Union Territory of Yanam - a part of the Union Territory of Pondicherry
	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@ecoi.co.in	

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10	JAIPUR	State of Rajasthan
	Office of the Insurance Ombudsman,	
	Jeevan Nidhi – II Bldg., Gr. Floor,	
	Bhawani Singh Marg,	
	Jaipur - 302 005.	
	Tel.: 0141 - 2740363	
	Email: Bimalokpal.jaipur@ecoi.co.in	
11	ERNAKULAM	Kerala, Lakshadweep, Mahe-a part of
	Office of the Insurance Ombudsman,	Pondicherry
	2nd Floor, Pulinat Bldg.,	
	Opp. Cochin Shipyard, M. G. Road,	
	Ernakulam - 682 015.	
	Tel.: 0484 - 2358759 / 2359338	
	Fax: 0484 - 2359336	
	Email: bimalokpal.ernakulam@ecoi.co.in	
12	KOLKATA	States of West Bengal, Bihar, Sikkim and
	Office of the Insurance Ombudsman,	Union Territories of Andaman and Nicobar Islands
	Hindustan Bldg. Annexe, 4th Floor,	
	4, C.R. Avenue,	
	KOLKATA - 700 072.	
	Tel.: 033 - 22124339 / 22124340	
	Fax : 033 - 22124341	
	Email: bimalokpal.kolkata@ecoi.co.in	

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13	LUCKNOW 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@ecoi.co.in	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
	Email: bimalokpal.lucknow@ecol.co.in	
14	<b>MUMBAI</b> Office of the Insurance Ombudsman,	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
	3rd Floor, Jeevan Seva Annexe,	
	S. V. Road, Santacruz (W),	
	Mumbai - 400 054.	
	Tel.: 022 - 26106552 / 26106960	
	Fax: 022 - 26106052	
	Email: bimalokpal.mumbai@ecoi.co.in	
15	NOIDA Office of the Insurance Ombudsman,	States of Uttaranchal and the following Districts of Uttar Pradesh:. Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri,
	Bhagwan Sahai Palace 4th Floor, Main Road,	Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah,
	Naya Bans, Sector 15,	Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur,
	Distt: Gautam Buddh Nagar, U.P-201301.	Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
	Tel.: 0120-2514250 / 2514251 / 2514253	
	Email: bimalokpal.noida@ecoi.co.in	

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16	PATNA	States of Bihar and Jharkhand
	Office of the Insurance Ombudsman,	
	1st Floor, Kalpana Arcade Building,	
	Bazar Samiti Road,	
	Bahadurpur,	
	Patna 800 006.	
	Tel.: 0612-2680952	
	Email: bimalokpal.patna@ecoi.co.in	
17	PUNE	States of Maharashtra, Area of Navi Mumbai
	Office of the Insurance Ombudsman,	and Thane excluding Mumbai Metropolitan Region
	Jeevan Darshan Bldg., 3rd Floor,	
	C.T.S. No.s. 195 to 198,	
	N.C. Kelkar Road, Narayan Peth,	
	Pune – 411 030.	
	Tel.: 020 - 32341320	
	Email: bimalokpal.pune@ecoi.co.in	

**IRDAI Regulation No 17**: This Policy is subject to regulation 17 of IRDAI (Protection of Policyholder's Interests) Regulation 2017 or any amendment thereof from time to time.

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