

POLICY WORDINGS

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

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 ACKO GENERAL INSURANCE LIMITED (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of the covered peril occurring during the period of insurance.

NOW THIS POLICY WITNESSETH:

That subject to the Terms Exceptions and Conditions contained herein or endorsed or expressed hereon;

PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

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 driving or mounting into/dismounting from the vehicle insured or whilst travelling 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	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

- 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 as mentioned in the Schedule during any one period of insurance.
- 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.
- 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

- the owner-driver is the registered owner of the vehicle insured herein;
- the owner-driver is the insured named in this policy;
- 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.

RULES APPLICABLE TO TANKERS CARRYING HAZARDOUS CHEMICALS

Rule 129A- Spark arrester:

Six month from the date of commencement of Central Motor Vehicles (Amendment) Rules 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life, shall be fitted with a spark arrester.

Rule 131-Responsibility of the consignor for safe transport of dangerous or hazardous goods:

1. It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely:
 - a) The goods carriage has a valid registration to carry the said goods;
 - b) The vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;
 - c) That transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and
 - d) That the driver of the goods carriage is trained in handling the dangers posed during transport of such goods.
2. Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable owner and its driver to
 - a) Comply with the requirements of rules 129 to 137 (both inclusive) of these rules, and
 - b) Be aware of the risks created by such goods to health or safety or any person;
3. It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive) of these rules.

Rule 132- Responsibility of the Transporter or owner of goods carriage:

1. It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods ensure the following, namely:
 - a) That the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods and
 - b) The vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.
2. Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.
3. The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
4. The owner of the goods carriage dangerous or hazardous goods and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.
5. It shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.

6. Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods carriage or the transporter abide by these conditions within six month after the date of coming into force of the Central Motor Vehicles (Amendment) Rules, 1993.

Rule 133- Responsibility of the driver

1. The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule(3) of rule 132 is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.
2. Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years.

Sub-rule (1) of rule 9 of the principal rules:

One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993 any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving license to drive a transport vehicle also have the ability to read and write at least one Indian Language out of those specified in the VII schedule of the Constitution and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods.

Period of training: 3 days

Place of training: At any institute recognized by the State Government

Syllabus

A) Defensive driving

*Duration of training for
A & B - 1st and 2nd day*

Questionnaire
Cause of accidents
Accidents statistics
Driver's personal
fitness
Car condition
Breaking distance
Highway driving
Road/Pedestrian
crossing
Railway crossing
Adapting to weather
Head on collision
Rear end collision
Night driving
Films and discussion

B) Advanced driving skills and training

(i) Discussion

Before starting	-check list -outside/below/near vehicle -product side -inside vehicle
During driving	-correct speed/gear

	<ul style="list-style-type: none"> -signalling -lane control -overtaking/giving side -speed limit/safe distance -driving on slopes 	
Before Stopping	<ul style="list-style-type: none"> -safe stopping place, -signaling, road width, -condition. 	
After stopping	<ul style="list-style-type: none"> -preventing vehicle movement -wheel locks -Vehicle attendance 	
Night driving		
<i>ii) Field test/training</i>	-1 driver at a time.	
C) Product safety		<i>Duration of training for C -3rd day</i>
UN panel	<ul style="list-style-type: none"> -UN classification -Hazchem code -Toxicity, Flammability, other definitions. 	
Product Information	<ul style="list-style-type: none"> -TREMCARDS -CISMSDS -importance of temperature pressure, level. -Explosive limits -Knowledge about equipment 	
Emergency procedure	<ul style="list-style-type: none"> -Communication -Spillage handling -Use of FEE -Fire fighting -First aid -Toxic release control -protection of wells, rivers, lakes, etc. -Use of protective equipment -Knowledge about valves etc. 	

GENERAL EXCEPTIONS

The Company shall not be liable under this Policy in respect of an Insured Person, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

1. Any accidental death or disability caused sustained or incurred outside the geographical area;
2. Any accidental death or disability 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.
3. Any accidental death or disability 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.
4. Any accidental death or disability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
5. Any accidental death or disability 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 death or disability 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 the covered peril 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. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy.
2. Cover under this Policy will extend to all the vehicles owned by the owner-driver and would be valid when the owner-driver drives any of the vehicles owned by him/her.
3. A policy may be cancelled by the Company on the grounds of misrepresentation, fraud, non-disclosure of material facts or noncooperation of the insured by sending to the insured fifteen days notice of cancellation by recorded delivery to the insured's last known address and the insurer will refund to the insured the pro-rata premium for the balance period of the policy. 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 or the policy may be cancelled at any time by the insured on seven 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. The Company's Short Period rates are on a pro rata basis and applicable for the period the Policy has been in force.
4. 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.

5. 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.

Grievance Redressal:

For resolution of any query or grievance, insured may contact the company on contact number 1860 266 2256 or may write an e-mail at hello@acko.com. In case the insured is not satisfied with the response of the office, insured may contact the Grievance Officer of the Company at the following address:

Grievance Redressal Officer Acko General Insurance Limited 3rd Floor, F wing
Lotus corporate park,
Goregaon East, Mumbai 400063 grievance@acko.com

In the event of unsatisfactory response from the Grievance Officer, he/she may, register a complaint in the Integrated Grievance Management System of the IRDAI.

Where the grievance is not resolved, the insured may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. The details of the Insurance Ombudsman are available below:

AHMEDABAD - Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad-380 001. Tel.:- 079-25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in. (State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.)

BENGALURU - Office of the Insurance Ombudsman, Jeevan Soudha Bldg., PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.:- 080-26652049/26652048 Email: bimalokpal.bengaluru@ecoi.co.in. (State of Karnataka.)

BHOPAL - Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Bhopal(M.P.)-462 003. Tel.:- 0755-2769201/9202 Fax: 0755-2769203 Email: bimalokpal.bhopal@ecoi.co.in (States of Madhya Pradesh and Chattisgarh.)

BHUBANESHWAR - Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar-751 009. Tel.:- 0674-2596461/2596455 Fax: 0674-2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in (State of Orissa.)

CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No.101-103,2nd Floor, Batra Building, Sector 17-D, Chandigarh-160017. Tel.:- 0172-2706468/2706196 Fax: 0172-2708274 Email: bimalokpal.chandigarh@ecoi.co.in (States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.)

CHENNAI - Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai-600 018. Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@ecoi.co.in (State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).)

DELHI - Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi-110 002. Tel.:- 011-011-23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in (States of Delhi.)

GUWAHATI - Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, S.S. Road, Guwahati - 781 001 Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@ecoi.co.in (States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.)

HYDERABAD - Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lane Opp. Saleem Function Palace, AC Guards, Lakdi- Ka-Pool, Hyderabad-500 004. Tel: 040-67504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@ecoi.co.in (States of Andhra Pradesh, Telangana, and Union Territory of Yanam – a part of the Union Territory of Pondicherry.)

JAIPUR - Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, Jaipur – 302005 Tel: 0141-2740363 Email: bimalokpal.jaipur@ecoi.co.in (State of Rajasthan.)

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

Acko General Insurance Limited

Unit No. 301 & 302, 3rd Floor, F Wing, Lotus Corporate Park, Off Western Express Highway, Goregaon East, Mumbai - 400 063.

www.acko.com | hello@acko.com | Contact: 1860 266 2256 | CIN: U66000MH2016PLC287385 | UIN: _____



ERNAKULAM - 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@ecoi.co.in (State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.)

KOLKATA - Office of the Insurance Ombudsman, Hindustan Building, Annexe, 4th Floor, C.R. Avenue, Kolkata-700 072. Tel: 033-22124339/22124340 Fax: 033-22124341 Email: bimalokpal.kolkata@ecoi.co.in (States of West Bengal, Sikkim and Union Territories of Andaman and Nicobar Islands.)

LUCKNOW - Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-2, Nawal Kishore Road, Hazaratganj, Lucknow - 226 001. Tel: 0522 -2231331/2231330 Fax: 0522-2231310 Email: bimalokpal.lucknow@ecoi.co.in (Following 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.)

MUMBAI - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai 400054. Tel: 022-26106960/26106552 Fax: 022-26106052 Email: bimalokpal.mumbai@ecoi.co.in (State of Goa and Mumbai Metropolitan Region excluding Navi Mumbai and Thane.)

PUNE - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Darshan Bldg, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayanpeth, Pune – 411 030. Tel: 020-41312555 Email: bimalokpal.pune@ecoi.co.in (State of Maharashtra including Navi Mumbai and Thane and excluding Mumbai Metropolitan Region.)

NOIDA - Office of the Insurance Ombudsman, 4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar – 201301. Tel: 0120-2514250/52/53 Email: bimalokpal.noida@ecoi.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.)

PATNA - Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna – 800 006. Tel No: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in (Bihar, Jharkhand.)

The updated details of Insurance Ombudsman offices are also available at the Office of the Executive Council of Insurers www.ecoi.co.in or on the Company's website at www.acko.com.