

The Oriental Insurance Company Limited

Head Office: A 25/27, Asaf Ali Road, New Delhi -110002.

CIN U66010DL1947GOI007158

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 The Oriental Insurance Company Limited for insurance (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 accident loss or damage 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.

The owner of the vehicle holding an effective driving license is termed as Owner-Driver for the purpose 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 or whilst driving or mounting into/dismounting from the vehicle 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

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 Insured as mentioned on the policy schedule during 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 i. intentional self-injury, suicide or attempted suicide physical defect or infirmity or ii. an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

C) Such compensation shall be payable directly to the insured or to his/her Nominee/ legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

This cover is subject to the following:

- a. the owner-driver is the owner of the vehicle registered as per Section 39 of The Motor Vehicle Act ,1988 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, at the time of accident.

DEFINITIONS:

- a. **ACCIDENT** - An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means
- b. **INJURY** - Injury means accidental physical bodily harm (excluding illness or disease) solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
- c. **LOSS OF LIMB(S)**: It shall mean physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.
- d. **PHYSICAL SEPARATION**: It shall mean separation of hand at or above the wrist and/or of the foot at or above the ankle.
- e. **PERMANENT TOTAL DISABLEMENT**: The bodily injury, which is direct cause of permanently, totally and absolutely disabling the person insured from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever.
- f. **MEDICAL PRACTITIONER** - A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State of India or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

The term Medical Practitioner would include Physician, Specialist and Surgeon. (The Registered Practitioner should not be the insured or close family members such as parents, in-laws, spouse and children).

- g. Geographical Area: Any area where the registered vehicle is allowed to ply, as per the rules in force

GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. Any accidental loss or damage and/or liability caused sustained or incurred outside the Geographical Area, unless otherwise the vehicle is permitted to ply outside such area by the competent authority as per rules in force.
2. 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.
3. Any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
4. Any accidental loss damage/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 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 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.
5. Payment of compensation in respect of Death, Injury or Disablement of the Insured arising or resulting from the insured committing any breach of law with criminal intent.
6. Company is not liable to pay for claims arising out of Death and Permanent Disablement happening beyond six months from the date of accident
The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device, whether by the insured or by any person on behalf of the insured. Provided also that the due observance and fulfilment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not to be done by the insured be a condition precedent to any liability of the Company under this Policy.

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 resulting in a claim under this policy and thereafter the insured shall give all such information and assistance as the Company shall require. Upon the happening of any event which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice also of the death must, unless reasonable cause is shown, be so given before internment, cremation, and in any case within one calendar month after the death and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight or amputation.
2. Satisfactory Proof to the Company shall be furnished of all matters upon which a claim is based. Any Medical or other agent of the Company shall be allowed to examine the person of the Insured on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the company and in the event of death, to make a postmortem examination of the body of the insured. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, if necessary, be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight the Insured shall undergo at the insured's expense such operation or treatment as the Company may reasonably deem desirable. Provided that in the case of claim by death or Permanent Total Disablement, all sums payable hereunder shall be payable only on the delivery of this policy for cancellation and discharge. No sum payable under this policy shall carry interest.
3. The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device, whether by the insured or by any person on behalf of the insured.
4. The insured shall, on tendering any premium for the renewal of this Policy, give notice in writing to the company of any disease, physical defect or infirmity with which he has become affected since the payment of last preceding premium.
5. This Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof. The Company shall not, however, be bound to give notice that such renewal premium is due.
6. **Transfer of Insurance:** This policy is non-transferable
7. **Cancellation:** The Company may cancel the policy on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the insured. The policy may

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be canceled at any time by the insured by a notice in writing under Regd. A. D. Such notice shall be deemed to be effective from the date of dispatch of the same by the insured. The insured shall be entitled to a return of premium less premium at the company's short period rate, as per IMT-2002 subject to retention of minimum premium Rs 50/-.

Insured can cancel the policy only on the following grounds:

- Double Insurance
 - Insured is permanently debarred from holding Driving License.
 - No claim has arisen under the within mentioned Policy prior to the dispatch of such notice by the insured to the company.
8. The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the insured or his legal personal representatives shall in all cases be an effective discharge to the Company.
9. **Arbitration Clause:** If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall be independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator, to the decision of two disinterested person as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act, 1996 as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrator and preside at their meetings.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before 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 a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire 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 12 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.

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 condition precedent to any liability of the Company to make any payment under this policy.

10. **Contribution:** 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 rateable proportion of any compensation cost or expense.
11. **IRDAI REGULATIONS:** This policy is subject to IRDAI (Protection of Policyholders' Interest) Regulations 2017 as amended from time to time.
12. **GRIEVANCE REDRESSAL:** In the event of the policyholder having any grievance relating to the insurance, the insured person may submit in writing to the Policy Issuing Office or Grievance cells at Regional Office of the Company for redressal. If the grievance remains unaddressed, the insured person may contact the Customer Care Department, Head Office email us at csd@orientalinsurance.co.in.
13. **OMBUDSMAN:** The Insured person can also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance. The updated list of Office of Insurance Ombudsman are available on IRDA website www.irda.gov.in and on the website of General Insurance Council www.gicouncil.in
14. **IMPORTANT NOTICE**
 - i. The Company may revise any of the terms, conditions and exceptions of this insurance including the premium payable on renewal after obtaining prior approval from the Authority. We shall notify you of such changes at least three months in advance.
 - ii. The Company may withdraw the product in future after obtaining prior approval of the IRDAI. The policyholders will be informed at least 3 months before the expiry of their respective policies. The insured shall be given the option to migrate to any other similar product available with the Company.