

**FUTURE STAND-ALONE COMPULSORY PERSONAL ACCIDENT COVER FOR OWNER
DRIVER -PROSPECTUS**

Scope of Cover

We will cover the death / bodily injury sustained by the insured owner driver, in direct connection with the vehicle own or whilst driving sustained by the insured owner driver, in direct connection with the vehicle own 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.

Exclusions

We will not be liable to pay for the following cases:

- (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

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

RULES APPLICABLE TO TANKERS CARRYING HAZARDOUS CHEMICALS

Rule 129- A- 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 :

(1) 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

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

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

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
- signaling
- lane control
- overtaking/giving side
- speed limit/safe distance
- driving on slopes

Before Stopping

- safe stopping place,
- signaling, road width,
- condition.

After stopping

- preventing vehicle movement
- wheel locks
- Vehicle attendance

Night driving

ii) Field test/training

-1 driver at a time.

C) Product safety

UN panel

- UN classification
- Hazchem code
- Toxicity, Flammability, other definitions.

Duration of training
for C)-3rd day

Product Information

- TREMCARDS
- CISMSDS
- importance of temperature pressure, level.
- Explosive limits
- Knowledge about equipment

Emergency procedure

- Communication
- Spillage handling
- Use of FEE
- Firefighting
- First aid
- Toxic release control
- protection of wells, rivers, lakes, etc.
- Use of protective equipment
- knowledge about valves etc.

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.

Cancellation

A. Cancellation by Insured

The policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided:

The insured shall be entitled for premium refund at the Company's Short period scale provided in the table below. The policy cannot be cancelled unless evidence that Compulsory Personal Accident policy for owner driver elsewhere is produced.

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

B. Cancellation by Insurer

The company may cancel the policy by sending seven days' notice by recorded delivery to the insured at insured's last known address 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. Under normal circumstance, will not be cancelled except for reason of mis-representation, fraud, non-disclosure of material fact or non-cooperation of the insured.

- (1) 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.

- (2) 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.

Sum Insured

We shall compensate insured or his/her legal heir under only one of the items (i) to (iv) mentioned below 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 Lakh during any one period of insurance in respect of any such person.

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%

Policy Period

Policy Period for this policy shall be 1 year.

Claims Process:

- a) For registration of your Motor claim call us at 18605003333, 1800220233 (toll-free) or SMS MOTORCLAIM to 9222211100 (Standard SMS charges applicable)
- b) Submit completely filled Claim Form at the nearest Future Generali's Office

This Prospectus

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **Stand-alone Compulsory Personal Accident Cover For Owner Driver** document. You must read the policy document to know the insurance cover fully. You can get a copy of the **Stand-alone Compulsory Personal Accident Cover For Owner Driver** from Our branch or from Our website <https://general.futuregenerali.in/> . For any legal interpretation, policy document will hold.

Note: Insurer to mention details of website.

Grievance

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with

1. Our Grievance Redressal Officer
2. The Consumer Affairs Department of IRDAI—You can register Your grievance on IRDAI's Integrated Grievance Management System (IGMS),
3. The Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any, or
4. The Consumer Protection Forum or the Court.

About Our Company

Future Generali India Insurance is a joint venture between the Future Group – the game changers in Retail Trade in India and Generali - an 190 year old global insurance group featuring among the world's 60 largest companies*. Future Generali has been aptly benefitting from the Indian expertise and network of Future Group and the global insurance insight in diverse product classes of Generali Group. Our competitive edge, extensive range of general insurance products, wide network, claim servicing capabilities and the ability to provide all possible general insurance solutions under one roof, makes us the most preferred partner for our customers.

*As per Fortune Global 500 Ranking (2017)

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.

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates



No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.

Call us at: 1800 102 2355 | Website: www.futuregenerali.in

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

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