

**Stand-alone Compulsory Personal  
Accident Cover For Owner-Driver**  
**POLICY WORDING**

## Stand-alone Compulsory Personal Accident Cover For Owner-Driver

### POLICY WORDING

#### 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. 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 ensures 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

Duration of training  
for C)-3rd

day

- Toxicity, Flammability, other definitions.

Product Information

- TREM CARDS
- 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.

## 5. 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

### 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.

(2) 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.

- (3) 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.

## **6. 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

### **1. 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

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*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.*

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