

# MOTOR- COMPULSORY PERSONAL ACCIDENT (OWNER-DRIVER) INSURANCE

## PROSPECTUS

This Policy is designed to cover the compulsory personal accident insurance for the owner/driver for Death and specified Permanent Total Disablement.

### Scope of Cover

Compulsory Personal Accident: provides compensation to the insured person or his/her legal heirs/nominees/appointee in case of accidental death or permanent total disablement as per table provided below provided that the accident/ bodily injury sustained by the insured person is in direct connection with the vehicle insured or whilst mounting and dismounting from or travelling in the vehicle insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of any such bodily 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%

### Special Conditions:

1. The Compulsory Personal Accident Cover can only be provided to the Registered owner of the vehicle where he/she holds a valid 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.
2. 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 a valid driving license

### Exclusions:

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. 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;
3. Any injury caused by, contributed to, by or arising from nuclear ionizing 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
4. The dispersal or application of pathogenic or poisonous biological or chemical materials; The release of pathogenic or poisonous biological or chemical materials, or Congenital anomalies or any complications or conditions arising there from
5. Committing breach of law with criminal intent
6. Loss caused directly or indirectly, wholly or partly by infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
7. Participation in an actual or attempted felony, riot, crime, misdemeanour, or civil commotion
8. An accident while being under the influence or abuse of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a physician and taken as prescribed

### Cancellation:

The Insured may cancel the Policy anytime during the Policy Period by giving a notice to the Company, in such case the Company shall refund premium for the unexpired Policy Period on prorata basis subject to no claim(s) made during the Policy Period.

The Company may cancel the Policy by giving 7 days' notice on grounds of established fraud, in such case no refund shall be made to the Insured.

Under no circumstances, the Company will cancel statutory Motor Third Party Liability insurance, or any other compulsory insurance mandated by law except in case of double insurance or Total Loss/CTL.

## Grievance Redressal Procedure

If the Insured has a grievance that the Insured wishes the Company to redress, the Insured may approach the person nominated as 'Grievance Redressal Officer' with the details of their grievance.

### Process of Grievance Redressal

#### Stage 1

If you are dissatisfied with the resolution provided or for lack of response, you may write to [head.customercare@sbigeneral.in](mailto:head.customercare@sbigeneral.in). We will look into the matter and decide the same expeditiously within 14 days from the date of receipt of your complaint. Toll free number 1800 102 1111 (Available 24/7) ; For agents and intermediaries 1800 22 1111 (Available 24/7)

#### Stage 2

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may send your Appeal addressed to the Grievance Redressal officer at : [gro@sbigeneral.in](mailto:gro@sbigeneral.in). or at: 022-45138021 Address: Grievance Redressal Officer, 9th Floor, A & B Wing, Fulcrum Building, Sahar Road, Andheri (East), Mumbai 400 099

List of Grievance Redressal Officers at Branch: <https://content.sbigeneral.in/uploads/0449cac1bcd144bbb160d3f6b714fbdb.pdf/>

#### Stage 3

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may Register your complaint with IRDAI on the below given link <https://bimabharosa.irdai.gov.in/Home/Home>

#### Stage 4

If your grievance remains unresolved from the date of filing your first complaint or is partially resolved, you may approach the Insurance Ombudsman falling in your jurisdiction for Redressal of your Grievance. The details of the Insurance Ombudsman can be accessed at <https://www.cioins.co.in/Ombudsman>.

List of Ombudsman offices with contact details are attached as an Annexure-1. For updated status, Please refer to website [www.irdaindia.gov.in](http://www.irdaindia.gov.in)

## Insurance Act, 1938, Section 41-Prohibition of Rebates

1. 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 or 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 or continuing a policy, accept any rebate except such rebate as may be allowed in accordance with the prospectuses or tables of the Insurer
2. Any person making default in complying with the provisions of this section shall be liable for a penalty, which may extend to Ten Lakh rupees.

### INSURANCE IS THE SUBJECT MATTER OF SOLICITATION