

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

## 1. DEFINITIONS

- Accident** means sudden, unforeseen, and involuntary event caused by external, visible, and violent means.
- Act** means the Insurance Act, 1938 (4 of 1938).
- Authority** means the Insurance Regulatory and Development Authority of India established under the provisions of section 3 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999).
- Competent Authority** means
  - Chairperson, or
  - such whole-time member or such committee of the whole-time members or such officer(s) of the Authority, as may be determined by the Chairperson.
- Complaint Grievance** means written expression (includes communication in the form of electronic mail or voice based electronic scripts) of dissatisfaction by a complainant with respect to solicitation or sale or purchase of an insurance policy or related services by insurer and /or by distribution channel.
- Complainant** means a policyholder or prospect or nominee or assignee or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer and /or distribution channel.
- Cover** means an insurance contract whether in the form of a policy document or a Certificate of Insurance or any other form as may be specified to evidence the existence of an insurance contract.
- Distribution Channels** include insurance agents, intermediaries or insurance intermediaries, and any persons or entities authorised by the Authority to involve in sale and service of insurance policies.
- Proposal form** means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.
- Policy Period** means the period commencing with the Commencement Date of the Policy and terminating with the expiry of the Policy as stated in the Policy Schedule/Schedule.
- Policy Schedule/Schedule** means the Schedule attached to and forming part of this Policy specifying the details of the Insured Vehicle, the Sum Insured, the Policy Period and the Sub-limits to which benefits under the Policy are subject to, including any annexures and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
- Prospect** means any person who is a potential customer and likely to enter into an insurance contract either directly with the insurer or through the distribution channel involved.
- Prospectus** means a document either in physical or electronic format issued by the insurer to sell or promote the insurance product.
- Solicitation** means the act of approaching a prospect or a customer by an insurer or by a distribution channel with a view to

persuading the prospect or a policyholder to purchase or to renew an insurance policy.

- Unfair trade practice** shall have the meaning ascribed to such term in the Consumer Protection Act, 2019, as amended from time to time.
- Salvage** The value of a vehicle that has met with an accident and has been damaged to such an extent that it no longer makes economic sense to repair.

## 2. COVERAGE

Whereas the Insured named in the Schedule hereto by a proposal and declaration as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to SBI GENERAL INSURANCE COMPANY LIMITED (hereinafter called "the Company") for the insurance hereinafter contained and has paid the premium mentioned in the Schedule as consideration for such Insurance to the Company which has been realized by the Company and it is hereby agreed and understood that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the insured person during the period of insurance in direct connection with the vehicle insured or whilst mounting and dismounting from or traveling in the vehicle insured as a co-driver, caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such bodily injury result in:-

Details of bodily 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 insured person arising out of any one occurrence and total liability of the Company shall not in the aggregate exceed the sum of Rs.....\* during any one period of insurance in respect of any such insured person.
- such compensation shall be payable only with the approval of the insured person named in the Schedule of the policy and shall be payable directly to the injured insured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the bodily injury of such insured person.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

\* The Capital Sum Insured (CSI) per passenger is to be inserted.

## 3. 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:

- Intentional self-injury, suicide or attempted suicide physical defect or infirmity or
- 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 bodily 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, misdemeanor, 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.

#### 4. SPECIAL CONDITIONS

1. The Compulsory Personal Accident Cover can only be provided to the Registered owner who is named as the insured under the policy of the vehicle insured herein, 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.

#### 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

The insured can cancel the policy at any time during the term, by informing the company. The company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.

Under no circumstances can the company cancel statutory Motor Third Party Liability insurance, or any other compulsory insurance mandated by law except in case of double insurance or total loss subject to ensuring vehicle was not kept uninsured as per Motor Vehicle act provisions.

The Company shall -

- a) refund proportion premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
- b) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

Where the ownership of the insured vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

2. 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 ratable proportion of any compensation, cost or expense.
3. It is permitted to extend the period of insurance under the policy for any period less than twelve months, for the purpose of arriving at a particular renewal date or for any other reasons convenient to the Insured, by payment of extra premium calculated on pro rata basis provided such policies are renewed with Us immediately after the expiry of such an extension failing which the difference between the extension premium paid on pro rata basis and the premium on short period scale basis shall become payable by the Insured.
4. 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 proposal forming part of this policy 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 the company in writing immediately and the company will settle the claim under this policy within 22 days of receipt of necessary documents such as FIR copy, Panchnama, post mortem report, disability certificate, X rays, investigations reports, films supporting to disability and any other relevant documents required for assessing the claim. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of twenty-two days of the receipt of the necessary documents as mentioned above or any other relevant documents as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2024.

#### 7. 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 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. 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/0449cac1bcd144bbb160d3f6b714fbbd.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)

**ANNEXURE I - LIST OF OMBUDSMEN OFFICES**

Office Details	Jurisdiction of Office
Shri Collu Vikas Rao Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Mr Vipin Anand Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
Shri R. M. Singh Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
Shri Manoj Kumar Parida Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
Mr Atul Jerath Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
Shri Segar Sampathkumar Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

Ms Sunita Sharma Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
Shri Somnath Ghosh Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Shri N. Sankaran Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Pondicherry.
Shri Rajiv Dutt Sharma Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
Shri G. Radhakrishnan Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of of Union Territory of Pondicherry.
Ms Kiran Sahdev Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
Shri. Atul Sahai Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	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.

Ms Susmita Mukherjee Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
Shri Bimbadhar Pradhan Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoorj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
Ms Susmita Mukherjee Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
Shri Sunil Jain Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
The updated details of Insurance Ombudsman are available on IRDA website: <a href="http://www.irdai.gov.in">www.irdai.gov.in</a> , on the website of General Insurance Council: <a href="http://www.gicouncil.in">www.gicouncil.in</a> , our website <a href="http://www.sbgeneral.in">www.sbgeneral.in</a>	

Source:- CIO (cioins.co.in)