

Compulsory Personal Accident (Owner-Driver) - Prospectus

A) INTRODUCTION: -

HDFC ERGO General Insurance Company Limited (HDFC ERGO/ Company) takes pleasure in introducing Compulsory Personal Accident cover offered to Owner Drivers of motor vehicle owners. The salient features of policy are briefly stated hereunder. For further details on coverage, exclusions and conditions please refer to the policy wordings.

B) SCOPE OF COVER: -

HDFC ERGO 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 insured or whilst driving or mounting into/dismounting from the vehicle insured or whilst traveling 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:

Table of Indemnity		
S. No.	Type of Claim	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

- The 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 mentioned on the Policy Schedule during the Policy Period.
- Such compensation shall be payable directly to the insured or to his/ her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

This cover is subject to

- The insured is the registered owner of the vehicle(s) and each vehicle can be of a different class.
- The standard motor insurance policy is issued in insured's name.
- The insured holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.
- Rules Applicable To Tankers Carrying Hazardous Chemicals listed below

C) SUM INSURED

The Sum Insured under this cover would be available upto ₹ 15 lakhs and should be in multiple of ₹ 1 Lakh.

D) POLICY TENURE

Policy tenure would be 12 months

E) WHAT IS NOT COVERED

HDFC ERGO General Insurance Company Limited will not be liable to indemnify the Insured for the following:

- 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
 - An accident happening whilst such person is under the influence of intoxicating liquor or drugs

- Any claim arising out of any contractual liability
- Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment
- Any liability directly or indirectly or proximately or remotely occasioned by contributed 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 loss 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.
- Any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- Any bodily injury sustained whilst or as a result of participating in any criminal act

F) 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.

- It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely :-
 - the goods carriage has a valid registration to carry the said goods;
 - the vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;
 - that transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and
 - that the driver of the goods carriage is trained in handling the dangers posed during transport of such goods.
- 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
 - Comply with the requirements of rules 129 to 137 (both inclusive) of these rules and
 - be aware of the risks created by such goods to health or safety or any person;
- 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.

- It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods ensure the following, namely:-
 - that the goods carriage has a valid registration to carry the

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

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

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) Fieldtest/training -1 driver at a time.

C) Product safety

UN panel -UN classification Duration of training
-Hazchem code 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
-Fire fighting
-First aid
-Toxic release control
-protection of wells, rivers, lakes, etc.
- Use of protective equipment
-knowledge about valves etc.

G) SPECIAL CONDITIONS

- I. 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 HDFC ERGO immediately upon the occurrence of any accident and in the event of

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any claim. Every letter claim writ summons and/or process shall be forwarded to HDFC ERGO immediately on receipt by the insured. Notice shall also be given in writing to HDFC ERGO immediately the insured shall have knowledge of any impending Prosecution Inquest or Fatal Inquiry in respect of any accident which may give rise to a claim under this Policy.

- 2) No admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of the insured without the written consent of HDFC ERGO which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as HDFC ERGO may require. If HDFC ERGO shall make any payment in settlement of any claim and such payment includes any amount not covered by this policy the insured shall repay to HDFC ERGO the amount not so covered.
- 3) The due observance and fulfillment of the terms, conditions and endorsement 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 HDFC ERGO to make any payment under this policy.
- 4) In case of sale of vehicle registered in the name of insured, insured will have to inform the Company and get necessary endorsement passed under the policy.

CANCELLATION AND REFUND:

The Insured can cancel the policy at any time during the policy 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 Insured.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

III. Renewal

HDFC ERGO shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. HDFC ERGO, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the Period of Insurance.

H) DISCOUNT/LOADING: -

The following discounts and loading criterion can be applied to the base rate:

- 1) Two Wheelers :

Type of Vehicle	Loading/Discount
Two Wheeler	15%

Owner-Driver Age	Loading/Discount
25 – 35	-25%
36 – 50	-35%
Above 50	-50%

Policy tenure	Discount
2 years	7.5%
3 years	12.5%
5 years	20%

- 2) Private car :

Owner-Driver Age	Loading/Discount
26 – 35	-25%
36 – 50	-35%
Above 50	-50%

Policy tenure	Discount
3 years	12.5%

- 3) Rest of the vehicles :

Owner-Driver Age	Loading/Discount
Less than 25	20%
26 – 30	-25%
31 - 40	-30%
41 – 50	-35%
Above 50	-50%

I) Claim Process

Claim Intimation	Insured shall intimate the Claims to HDFC ERGO through any available mode of communication as specified in the Policy
Claim Intimation Timelines	Written notice of any occurrence which may give rise to a claim under this Policy must be given to the Company as soon as practicable and in any case within thirty (30) Days after such occurrence. Written Notice of Claim must be given to the HDFC ERGO immediately in the case of death, or within thirty (30) Days after the Date of Loss in all other cases
Particulars to be provided for Claim notification	<ul style="list-style-type: none"> Policy Number Name of the Insured Person(s) named in the Policy schedule
Claims documents	<ul style="list-style-type: none"> Duly Fulfilled Claim Form Copy of Driving License Doctor's Report First Information Report and Final Police report, wherever necessary; Death certificate, wherever applicable; Investigation Reports like Laboratory test, X-rays and reports essential of confirmation of the Injury; Disability Certificate or Medical Report determining disability from registered Medical Practitioner Post mortem report, if applicable; Legal Heir Certificate Any other supporting documents as may be required by the Company
Requirement of document if Claim amount	<ul style="list-style-type: none"> PAN Card Address Proof Any other supporting document

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Payment of Claim

- i. If there are any deficiencies in the necessary claim documents which are not met or are partially met, HDFC ERGO will send a maximum of 3 (three) reminders following which HDFC ERGO will send a closure letter or make a part-payment if HDFC ERGO has not received the deficiency documents after 45 days from the date of the initial request for such documents.
- ii. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, HDFC ERGO shall offer within a period of 30 days a settlement of the claim to the Insured person.
- iii. Upon acceptance of an offer of settlement by the Insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the Insured. In the cases of delay in the payment HDFC ERGO shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- iv. However, where the circumstances of a claim warrant an investigation, HDFC ERGO will initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, HDFC ERGO will settle the claim within 45 days from the date of receipt of last necessary document. In case of delay beyond stipulated 45 days, the Company will be liable to pay interest at a rate which is 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.
- v. If HDFC ERGO, for any reason decide to reject the claim the reasons regarding the rejection shall be communicated to the insured in writing within 30 days of the receipt of documents.
- vi. If requested by HDFC ERGO at its cost, the Insured must submit to medical examination by the Company's Medical Practitioner as often as HDFC ERGO consider reasonable and necessary and HDFC ERGO's representatives must be permitted to inspect the medical and hospitalization records pertaining to the treatment of Insured and to investigate the circumstances pertaining to the claim.
- vii. HDFC ERGO and their representatives must be given all reasonable co-operation in investigating the claim in order to assess HDFC ERGO's liability and quantum in respect of the claim.

DISCLAIMER: THE ABOVE IS DESCRIPTIVE ONLY. THE ACTUAL TERMS AND CONDITIONS CAN BE FOUND IN THE POLICY DOCUMENT. INSURED'S ARE ADVISED TO READ THE POLICY DOCUMENT COMPLETELY FOR A FULL DESCRIPTION OF THE TERMS AND CONDITIONS OF COVERAGE AND THE EXCLUSIONS RELATING THERETO.

Grievance Redressal Procedure

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Contact us- 022 6158 2020/ 022 6234 6234
- Emails – grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

**The Complaint & Grievance Redressal Cell ,
HDFC ERGO General Insurance The Company Ltd.
D-301,3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

**To the Chief Grievance Officer
HDFC ERGO General Insurance The Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com**

Grievance may also be lodged at IRDAI Integrated Grievance Management system- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure

INSURANCE ACT 1938, SECTION 41 - PROHIBITION OF REBATES, as amended

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 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 or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer: provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by 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.