PROSPECTUS - COMPULSORY PERSONAL ACCIDENT (OWNER-DRIVER) UNDER MOTOR INSURANCE
UIN - IRDAN115RP0034V02201819

Scope of cover

BASIC COVER

This Personal accident policy covers you for:

- Personal Accident Cover for Owner Driver

  The policy provides compulsory personal accident cover for individual owner driver of the vehicle insured while traveling in, mounting or dismounting from the vehicle.

Nature of injury	Sum Insured (Rs)	Scale of compensation
I. Death	XX	100%
II. Loss of two limbs or sight of both eyes or one limb and sight of one eye	XX	100%
III. Loss of one limb or sight of one eye	XX	50%
IV. Permanent total disablement from injuries other than those named above, if such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever.	XX	100%

Significant Exclusions

1. Breach of law or while being involved in any unlawful activity.
2. Any Injury arising from intentional self- Injury, suicide or attempted suicide.
3. Any Injury Illness arising whilst under the influence of alcohol or intoxicating drugs or substance abuse of any kind.

Sum Insured

The Sum Insured of policy will be minimum 15 lakhs, however if any insured already has Personal accident policy with similar coverage as defined in Indian Motor tariff for less than 15 Lakh sum insured, than he or she can be offered policy with balanced sum insured so that total PA sum insured is at least 15 Lakh.

NOTE

The foregoing is only an indication of the cover offered. For details, please refer to the Policy document, available on request.

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.

I. The policyholder can cancel the policy at any time during the term, by informing the insurer. In case the Policyholder cancels the policy, he/ she is not required to give reasons for cancellation. In such case of cancelation, the insurer will refund proportional premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
In case the term of the policy is more than 12 months, the insurer will 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.
The insurer can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.

II.The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured Person or any one acting on his behalf to obtain any benefit under this Policy.

III. The due observance and fulfillment 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.

IV. Any knowledge or information of any circumstances or condition in connection with the Insured Person in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

V. It has been agreed between the parties that any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with Indian Laws and only competent Indian courts shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

VI. Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to:
In case of the Insured Person, at the address specified in Part 1 of the Schedule.

VII. In case of the Company: ICICI Lombard General Insurance Company Limited, ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.
Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

VIII. The terms and conditions contained herein and in Part I of the Schedule to this Policy shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part I of the Schedule to this Policy, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part I of the Schedule to this Policy and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

Discount in premium

The discount in insurance premium, if any is at the discretion of the underwriter of the company.

Grievances:

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section “Grievance Redressal” on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority (IRDA) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDA Grievance Call Centre(IGCC) at their toll free no. 1800 4254 732 / 155255. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDA website: https://irdai.gov.in/, or on the Company’s website at www.icicilombard.com or on https://www.cioins.co.in/Ombudsman.

STATUTORY WARNING
PROHIBITION OF REBATES.
(Under Section 41 of Insurance Act, 1938)

(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 any class of insurance business taken out by himself in relation to risks associated with his own life, health or property 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.