



दि न्यू इन्डिया एश्योरन्स कंपनी लिमिटेड, मुंबई, (प्र.का.)

THE NEW INDIA ASSURANCE CO. LTD., MUMBAI (H.O.)

ANNEXURE IV

POLICY WORDINGS FOR COMPULSORY PERSONAL ACCIDENT (CPA) FOR OWNER-DRIVER COVER UNDER MOTOR INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto had made or caused to be made to The New India Assurance Co. Ltd. (hereinafter called the 'Company') a written proposal dated as stated in the Schedule hereto (warranting the truth of the statements contained therein) which is the basis of this Contract and is deemed to be incorporated herein and has paid to the Company the premium herein stated for the insurance specified hereinafter for the period stated in the Schedule or for any further period for which the Company may accept payment for the renewal of this policy

NOW THIS POLICY WITNESSES that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon the company will pay the Insured as hereinafter mentioned.

DEFINITIONS:

1. **ACCIDENT:** An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means whilst driving the vehicle by Owner Driver named in the policy, including mounting into/dismounting from or travelling as a co-driver in the vehicle owned by him and registered in his name.
2. **CONDITION PRECEDENT:** Condition precedent shall mean a policy term or condition upon which the Insurer's liability under the policies conditional upon.
3. **INJURY:** Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a MEDICAL PRACTITIONER.
4. **MEDICAL PRACTITIONER:** Medical Practitioner is a person who holds a valid registration from the Medical Council of any state or medical council of India or Council for Indian Medicine for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.

COVERAGE:

The Company undertakes to pay compensation as per the following scale for bodily injury / death sustained by the owner-driver named in the policy in direct connection with the vehicle owned by him and registered in his name or whilst driving or mounting into / dismounting from it or whilst travelling 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:

| Nature 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% |



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Provided always that

- 1) 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 of Rs. 15,00,000/- during any one period of insurance.
- 2) 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 (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- 3) 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 :

- a) The owner-driver is the registered owner of the vehicle involved in the accident.
- b) The owner-driver is the insured named in the policy.
- c) The owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicle Rules 1989, at the time of accident.

GENERAL EXCEPTIONS

1. The Company shall not be liable in respect of any claim arising whilst the vehicle used by the insured herein and registered in his name, being used otherwise than in accordance with the 'Limitations as to Use' applicable to the vehicle at the time of accident.
2. The Company shall not be liable in respect of any claim arising out of any contractual liability.
3. The Company shall not be liable in respect of 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 accident, loss damage 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.
4. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

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.



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1. All vehicle details need to be mentioned in CPA policy. Any addition(s) or deletion(s) of the vehicle during the currency of the policy shall be intimated in writing to the insurer by insured immediately.
2. Notice shall be given in writing to the Company immediately in no case not later than 30 days upon the occurrence of any accident and in the event of any claim. Every letter claim writ summons and/or process shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company 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.
3. 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 difference or dispute shall be referred 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.

4. 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.
5. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any Medical or other agent of the Company shall be allowed to examine the insured person on the occasion of any alleged injury or disablement which and so often as the same may reasonably be required on behalf the company and in the event of death, to make a post-mortem examination of the body of the insured. Such evidence as the Company may from time to time require shall be furnished and a post mortem examination report, if necessary, be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight, the insured shall undergo at the insured's expense such operation or treatment as the Company may reasonably deem desirable.



6. The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device, whether by the insured or by any person on behalf of the insured.

Documents required for processing the claim

- a) Duly completed claim form
- b) Report of attending Doctor either as a separate document or on the reverse of claim form if provision is made thereof
- c) Investigation reports like laboratory test, X-rays and reports essential for confirmation of the injury.
- d) Police reports, wherever necessary.
- e) In case of fatal accident cases the following documents need to be scrutinized:
 - i) Death Certificate
 - ii) Post-mortem report
 - iii) Police Report

CANCELLATION CLAUSE

Cancellation of Insurance and Double Insurance

A Cancellation of Insurance

- (a) A policy may be cancelled by the insurer by sending to the insured seven days notice of cancellation by recorded delivery to the insured's last known address and the insurer will refund to the insured the pro-rata premium for the balance period of the policy.
- (b) A policy may be cancelled at the option of the insured with seven days notice of cancellation and the insurer will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the policy. The balance premium, if any, will be refundable to the insured. Refund of premium will be subject to:
 - i) there being no claim under the policy, and
 - ii) the retention of minimum premium as specified in the Tariff.
- (c) A policy can be cancelled only after ensuring that the Insured has taken Stand Alone CPA Policy or CPA cover under motor Package or Liability only policy or General PA Policy with sum insured at least Rs. 15 lacs with similar cover and after surrender of the original Certificate of Insurance for cancellation.

B. Double Insurance

When two policies are in existence with identical cover, one of the policies may be cancelled. Where one of the policies commences at a date later than the other policy, the policy commencing later is to be cancelled by the insurer concerned.



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If Insured is having Stand Alone CPA Policy at any time with two different offices of the same insurer, 100% refund of premium of one policy may be allowed by canceling the later of the two policies. However, if the two policies are issued by two different insurers, the policy commencing later is to be cancelled by the insurer concerned and pro-rata refund of premium thereon is to be allowed.

If however, due to Insured's requirements, intimated to the insurer in writing, the earlier dated policy is required to be cancelled, then refund of premium is to be allowed after retaining premium at short period scale for the period the policy was in force prior to cancellation.

In all such eventualities, the minimum premium as specified in the tariff is to be retained.

In either case, no refund of premium can be allowed for such cancellation if any claim has arisen on either of the policies during the period when both the policies were in operation, but prior to cancellation of one of the policies.

CONTRIBUTION CLAUSE

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 (either separate stand alone CPA or CPA cover under Motor Package / Liability Only Policy), the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation, cost or expense.

GRIEVANCE REDRESSAL

In the event of Insured has any grievance relating to the insurance, you may contact any of the Grievance Cells at Regional Offices of the Company or Office of the Insurance Ombudsman under the jurisdiction of which the Policy issuing office falls.