

Kshema Compulsory Personal Accident Policy

Policy Wordings

Section I Operative Clause

WHEREAS You the Insured named in the Schedule chose this **Kshema Compulsory Personal Accident Policy** and have applied to us, Kshema General Insurance Limited, for insurance cover as stated in the policy. You further gave us the information about yourself through written Proposal form and/or Digital Proposal on the platform of Kshema mobile Application and based on your confirmation that the information submitted is true and correct and having received the premium paid by you, we promise to provide you insurance as stated in the Policy Schedule subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

Proposal, Policy wording, Policy schedule, Declarations and any Endorsements thereto shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout unless specified otherwise.

Throughout this policy, the words "You", "Your", "Yourself" refer to the named insured shown in the policy schedule. The words "We", "Us", "Our" and "Company" refers to Kshema General Insurance Limited.

NOW THIS POLICY WITNESSETH: That subject to the Terms, Exceptions and Conditions contained herein or endorsed or expressed hereon:

Section II Scope of Cover

A. Personal Accident Cover for Owner - Driver

We undertake to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle, in direct connection with your vehicle or any other vehicle owned by you whilst driving or mounting into/dismounting from his/her vehicle 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:

S. No.	Nature of injury	Scale of Compensation %
1.	Death	100% of CSI
2.	Loss of two limbs or sight of two eyes or onelimb and sight of one eye.	100% of CSI
3.	Loss of one limb or sight of one eye	50% of CSI
4.	Permanent total disablement from injuries other than named above resulting in total 100% disability	100% of CSI

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Always provided that:

1. Benefit 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 our total liability should not in the aggregate exceed the sum of 15 lakhs during any one period of insurance.
2. In case bodily injury / death is sustained by the owner-driver in a vehicle owned by you (and not in vehicle insured by us), you should be required to furnish requisite proof of legal ownership of such other vehicle during the period of such accident, including submission of relevant documents as required by us.
3. Such benefit shall be payable directly to you or to your legal representatives whose receipt shall be the full discharge in respect of the injury to you.
4. This cover is subject to
 - a) You under this policy being the registered owner of the vehicle involved in the accident.
 - b) The driver of the vehicle involved in the accident holds a valid & effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.
 - c) You under this policy holds a valid & effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

Section III Exclusions

We will not be liable under this Policy in respect of

- 1) Non-Compliance of 64VB of Insurance Act, as amended from time to time.
- 2) Any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area other than India, Bhutan, Bangladesh, Maldives, Nepal, Pakistan, and Sri Lanka.
- 3) Any claim arising out of any contractual liability.
- 4) Any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle involved in the accident herein is
 - a. Being used otherwise than in accordance with the 'Limitations as to Use clause of the vehicle involved in the accident'. Or
 - b. Being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
- 5) No benefit 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.
- 6) The Private Vehicles used for Hire or Reward at the time of accident, Other than Commercial Vehicles.
- 7) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- 8) Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 9) Any accidental loss damage and / or liability directly or indirectly or proximately or remotely occasioned by contributed to 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 consequence of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss damage and/or liability arose independently

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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.

Section IV 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. Notice shall be given in writing to us immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter you have to give all such information and assistance as we require. Wherever details pertaining to any incident which results in a claim, are conveyed by the claimant to us after reasonable period, claimant shall provide the reasons of such delay to us and we may on analysis of reasons provided by claimant, condone the delay in intimation of claim or delay in providing the required information/documents to us.
2. 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 you and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of us to make any payment under this Policy.
3. **Nomination:**
 - a) The policyholder shall give his nomination for the purpose of payment of claims. In the event of death of the policyholder, the claim proceeds will be paid to the nominee.
 - b) Nomination can be changed any time during the term of the policy. Inshall put in place a simple and seamless procedure for registering and change in nomination in the policy.
4. **Renewal of Insurance Policy:**
 - a) Insurance policy shall be renewable provided the product is not withdrawn, except in case of established fraud or non-disclosure or misrepresentation by the Insured. If the product is withdrawn, the policyholder shall be provided with suitable options to migrate as per the procedure stated under Chapter II of this circular.
 - b) we shall not deny the renewal on the ground that the policyholder had made a claim (s) in the preceding policy years.
5. **Cancellation Clause:**
 - a) You can cancel the policy at any time during the term, by informing us. In case you cancel the policy, you are not required to give reasons for the cancellation.
We can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policy holder.
 - b) Under no circumstances will 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.
 - c) **We will –**
 - I. Refund proportionate 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.
 - II. 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.
 - III. In case a claim is intimated on the policy, no premium shall be refunded upon cancellation under any circumstances. In case of policy term is more than 1 year, the premium for the year where risk has commenced will not be refunded and the premium for unexpired period shall be refunded in full.

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6. **Product Withdrawal** This product may be withdrawn in future with due approval of IRDAI, in which case an advance notice of at least three months shall be given to you.

7. Claim Process:

- I. Policyholder or the claimant, as applicable, is required to intimate us, about the happening of a claim under the insurance policy, at the earliest possible time either in person or through:
 - a) Online mode
 - b) distribution channel
 - c) authorized call centre of the insurer
 - d) any other mode as may be specified in the policy document.
- II. No claim shall be rejected or closed for want of documents or for delayed intimation of claim.
Benefit based Policies: On occurrence of the insured event, the policyholders can claim from all Insurers under all policies.
- III. Claim intimation received by the insurers shall be processed and settled within timelines specified.
- IV. On receipt of the final survey report or the additional survey report, as the case may be, and on receipt of all required information/documents that are relevant and necessary for the claim, we will within a period of 30 days offer a settlement of the claim to you. If we, for any reasons to be recorded in writing and communicated to you, decides to reject a claim under the policy, it shall do so within a period of 30 days from the receipt of the final survey report and/or additional information/documents or the additional survey report, as the case may be.
- V. In case, the amount admitted is less than the amount claimed, then we will inform you in writing about the basis of settlement in particular, where the claim is rejected, we will give the reasons for the same in writing drawing reference to the specific terms and conditions of the policy document.
- VI. In the event the claim is not settled within 30 days as stipulated above, we will be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from you by us till the date of actual payment.

8. **Basic Documents:** The following Basic Claim documents must be submitted by the insured.

- Claim Form
- Copy of Registration Certificate
- Permit/Fitness as applicable for commercial vehicles
- Charge sheet, Postmortem report/inquest Pachamama
- Copy of Driving License
- FIR in case of Injury/Death Case
- Death certificate
- Medical Documents and certificate from Competent Authority for disability.
- Legal Heir Certificate if applicable.

9. The Policy shall stand cancelled under any of the below mentioned circumstances:

- i) Once a death claim has been accepted and paid under this Policy or
- ii) In the event of your death due to any reason not covered under this Policy.
- iii) Upon the risk period completion.

Section V Grievance Redressal Clause

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If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, you can address Your grievance as follows:

1. For resolution of any query or grievance, You may contact the Policy issuing office or email Us at customer.support@kshema.co or through Kshema Application or write to Us at Grievance Redressal Officer, KSHEMA GENERAL INSURANCE LIMITED, Regd. Office #413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016.
2. If You are not satisfied with the resolution provided, you may escalate to our Nodal Desk E-mail gro@kshema.co or raise the grievance through our website at <https://kshema.co/grievance-redressal/>
3. In case Your complaint is not fully addressed by Us, you may use the Bima Bharosa, a Grievance Redressal Portal of IRDAI (Bima Bharosa) for escalating the complaint to IRDAI. Through Bima Bharosa You can register Your complaint online and track its status. For registration, please visit Website <https://bimabharosa.irdai.gov.in/>
4. If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance at <https://www.cioins.co.in>.

S.No.	Location	Name of Ombudsman	Designation	Office of the Insurance Ombudsman,	Jurisdiction	Telephone No.	Email
1.	AHEMDABAD	Shri Collu Vikas Rao	Insurance Ombudsman	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001.	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	079 - 25501 201/02	oio.ahmedabad@cioins.co.in
2.	BENGALURU	Ms Neerja Kapur	Insurance Ombudsman	Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078.	Karnataka	080 - 26652 048 / 26652 049	oio.bengaluru@cioins.co.in
3.	BHOPAL	Shri Ajay Kumar	Insurance Ombudsman	1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir,Arera Hills Bhopal – 462 011.	Madhya Pradesh, Chhattisgarh.	0755 - 27692 01 / 27692 02 / 27692 03	oio.bhopal@cioins.co.in

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4.	BHUBA NESWA R	Shri. Bimbadh ar Pradhan	Insurance Ombudsman	62, Forest park, Bhubaneswar – 751 009.	Odisha	0674 - 25964 61 /25964 55/259 6429/2 59600 3	<a href="mailto:oio.bhubane
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@cioi
ns.co.i
n">oio.bh ubane swar @cioi ns.co.i n
5.	CHAND IGARH	Ms Alka Jha	Insurance Ombudsman	Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017.	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Lada kh & Chandigarh.	0172- 27064 68	<a href="mailto:oio.ch
andig
arh@
cioins.
co.in">oio.ch andig arh@ cioins. co.in
6.	CHENN AI	Shri. K.Vinayak Rao	Insurance Ombudsman	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Tamil Nadu, Puducherry To wn and Karaikal (which are part of Puducherry).	044 - 24333 668 / 24333 678	<a href="mailto:oio.ch
ennai
@cioi
ns.co.i
n">oio.ch ennai @cioi ns.co.i n
7.	DELHI	Ms Sunita Sharma	Insurance Ombudsman	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.	011 - 46013 992/23 21350 4/2323 2481	<a href="mailto:oio.de
lhi@ci
oins.c
o.in">oio.de lhi@ci oins.c o.in
8.	GUWAH ATI	Shri. Ajay Kumar Sharma	Insurance Ombudsman	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	0361 - 26322 04 / 26022 05 / 26313 07	<a href="mailto:oio.gu
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9.	HYDER ABAD	Ms G Shobha Reddy	Insurance Ombudsman	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	040 - 23312 122 / 23376 991 / 23376 599 / 23328 709 / 23325 325	oio.hyderabad@cioins.co.in
10.	JAIPUR	Shri Satyajeet Rajan	Insurance Ombudsman	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan	0141 – 27403 63	oio.jaipur@cioins.co.in
11.	KOCHI	Shri Pradeep Kumar Jain	Insurance Ombudsman	10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi - 682 011.	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	0484 – 23587 59	oio.eranakulam@cioins.co.in
12.	KOLKATA	Ms Kiran Sahdev	Insurance Ombudsman	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.	033 - 22124 339 / 22124 341	oio.kolkata@cioins.co.in
13.	LUCKNOW	Shri. Atul Sahai	Insurance Ombudsman	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur,	0522 - 40020 82 / 35006 13	oio.lucknow@cioins.co.in

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					Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.		
14.	MUMBAI	Ms Sarojini S Dikhale	Insurance Ombudsman	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.	022 - 69038 800/27 /29/31/ 32/33	oiomumbai@cioins.co.in
15.	NOIDA	Shri Bimbadh ar Pradhan	Insurance Ombudsman	Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj,	0120- 25142 52 / 25142 53	oiomnoida@cioins.co.in

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					Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar , Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnag ar, Saharanpur.		
16.	PATNA	Ms Susmita Mukherje e	Insurance Ombudsman	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.	Bihar, Jharkhand.	0612- 25470 68	oio.patna@cioins.co.in
17.	PUNE	Shri Sunil Jain	Insurance Ombudsman	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No's. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palgha r District, Raigad district & Mumbai Metropolitan Region	020- 24471 175	oio.pune@cioins.co.in
18.	THANE	Shri Umesh Sinha	Insurance Ombudsman	2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604	Area of Navi Mumbai, Thane District, Raigad District, Palghar	022- 20812 868/69	oio.thane@cioins.co.in

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					District and <u>wards of Mumbai</u> , M/East, M/West, N, S and T."		
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*Note: As the above ombudsmen contact details may change from time to time, we suggest you refer the <https://www.cioins.co.in> for an updated list.

Contact Us

Kshema General Insurance Limited

Address – As mentioned in Policy schedule

Web - www.Kshema.co

E-mail: As mentioned in Policy schedule

Customer Servicer: customer.support@kshema.co

