

## Car Secure - OD Only

### Part I: Policy Schedule

**Car Secure – OD Only**  
**Certificate cum Policy Schedule**  
**Policy / Certificate No: [XXXXXXXXXXXXXXXXXXXXXXXXXXXX]**  
 For any assistance please call at 18002664545, or visit [www.zurichkotak.com](http://www.zurichkotak.com)

#### INSURED DETAILS

Name	<b>Policy Issuing Office:</b>
Address	Period of Insurance: From _____ to _____ Midnight
Phone	Type of Vehicle:
Mobile	Policy issued on:
Email	Cover Note No:
GSTIN	Hypothecated to :

#### POLICY DETAILS

#### INTERMEDIARY DETAILS

Intermediary Code	Intermediary Name
Intermediary's Mobile No	Intermediary's Landline No

#### VEHICLE DETAILS

Registration Number	Manufacturer	Model	Variant	Year of Manufacture	RTO Location	Engine Number	Vehicle Chassis/ Trailer Chassis No.	Cubic Capacity/ kWh (in case of EV)	Fuel Type	Seating Capacity

Insured Declared Value (IDV) of the Vehicle ('INR)	Non – Electrical Accessories fitted to the vehicle ('INR)	Electrical & Electronic Accessories fitted to the vehicle ('INR)	Trailer ('INR)	CNG / LPG Kit ('INR)	Total Value of the Vehicle ('INR)

#### PREMIUM COMPUTATION TABLE 'INR

<b>Section I- Own Damage</b>	
Own Damage Premium	00
Add on Covers Premium # (if opted)	00
No Claim Bonus Percent %	00
Meter (Switch On/ Switch Off) Add on Cover discount	00

Taxable value of Services	CGST@ XX%	SGST@ XX%	UGST@ XX%	IGST @ XX%	Total Premium ('INR)

Add on Covers Opted For:

# For the covers opted as shown in Add On Cover Details Table

Geographical Area: \_\_\_\_\_ Additional Excess: \_\_\_\_\_ Compulsory Deductibles: \_\_\_\_\_  
 Voluntary Deductible: \_\_\_\_\_ Voluntary Deductible for Depreciation Cover: \_\_\_\_\_  
 Total Deductible: \_\_\_\_\_

*The insurance coverage provided under this Policy is only for Own Damage of the Vehicle and does not cover any other liability/third party liability in respect of the insured vehicle.*

### THIRD PARTY (TP) POLICY DETAILS AS SUBMITTED BY THE PROPOSER\*

Name of Insurer	
Policy Number	
Policy Start Date	
Policy End Date	

*\* In case above mentioned information is found to be incorrect, all benefits under the policy shall stand forfeited and this policy shall be void ab- initio.*

*Customer needs to ensure that there is a valid TP cover at all times.*

### NOMINEE DETAILS

Nominee Name	Nominee DOB	Relationship	% share	Nominee Present Address	Nominee Permanent Address	Name of Appointee (if nominee is a minor)	Relationship with the Nominee

### ADD-ON COVER DETAILS

Sr. No	Add-On Cover	UIN	Sum Insured	Premium	Remarks
1	Depreciation Cover				No. of Claims: _____ Voluntary Deductible: _____
2	Consumables Cover				
3	Engine Protect				
4	Return to Invoice				
5	Road Side Assistance				
6	Key Replacement				
7	Loss of personal belongings				
8	Tyre Cover				
9	Daily Car Allowance				Maximum Number of Days – 10 days (15 days in case of theft/ total loss claim) Per Day Allowance – INR XX
10	NCB Protect				
11	Additional PA cover for Owner Driver				Sum Insured -
12	Additional PA cover for Passengers				Sum Insured -

13	Hospital Cash Benefit				Maximum Number of Days – XX days Per Day Benefit – INR XX
14	Emergency Hotel and Taxi Expenses				Per occurrence limit of 50% of the Sum Insured
15	EMI Protect				Amount Opted – INR XX Maximum Number of EMI - XX
16	Courtesy Car Reimbursement				Maximum Number of Days – XX days Per Day Benefit – INR XX
17	Additional Towing charges				
18	Medical Expenses due to Accident				Cover For: Owner Driver/ All Occupants
19	Loan Protect				
20	Meter (Switch On/ Switch Off) Cover				
21	Voluntary Deductible Protect				The Voluntary Deductible as opted will be waived off in the event of a claim availed at one of the Company's preferred garages. For complete list of preferred garages, please refer to our website – <a href="http://www.zurichkotak.com/XXXXX">www.zurichkotak.com/XXXXX</a>
22.	Battery Protect				No of Claims
23	Clutch Protect				Sum Insured : _____
24	Pay As You Drive				Kilometer Slab Opted: _____ Odometer Reading Captured: _____
25	EV Protect				

#### CUSTOMER DECLARATION FOR CNG/ PNG KIT

I/ We agree and undertake to immediately inform the Company in case of change on account of addition of CNG/PNG kit and obtain necessary endorsement in the Policy.

#### DISCLAIMER

For complete details on terms and conditions governing the coverage and NCB please read the Policy Wordings. This document is to be read with the Policy Wordings (which are also available on the Company website i.e. [www.zurichkotak.com](http://www.zurichkotak.com)). Please refer to the claim form for necessary documents to be submitted for processing the claim.

#### PUC DECLARATION

This policy has been issued subject to valid Pollution Under Control (PUC) Certificate/Fitness Certificate disclosed to our representative / declared by You prior to commencement of risk under this policy and further undertaking to renew and maintain a valid PUC throughout the duration of the Policy.

#### LIMITATIONS AS TO USE

The policy covers use of the vehicle for any purpose other than: (a) Hire or reward (b) Carriage of goods (other than samples or personal luggage) (c) Organized racing (d) Pace making (e) Speed testing (f) Reliability trails (g) Use in connection with Motor Trade. Note: In case of vehicles used for Driving Tuition the words "other than for the purpose of driving tuition" to be read after the words "hire or reward"

#### DRIVER'S CLAUSE

Any person including the insured: Provided that a person driving hold an effective Driving License at the time of accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective Learners' License may also drive the Vehicle and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules 1989.

#### SPECIAL CONDITIONS

**Car Secure – OD Only | UIN: IRDAN152RP0012V03201920**

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Zurich Kotak General Insurance Company (India) Limited.(Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291; IRDAI Reg. No. 152; Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, jai Coach Compound, Off Western Express Highway, Goregoan (East), Mumbai – 400063. Maharashtra, India. Toll free: 1800 266 4545; Email: [care@zurichkotak.com](mailto:care@zurichkotak.com); Website: [www.zurichkotak.com](http://www.zurichkotak.com)

## NO CLAIM BONUS SCALE

All types of vehicles	% of Discount on Own Damage Premium
No claim made or pending during the preceding full year of insurance	20%
No claim made or pending during the preceding 2 consecutive years of insurance	25%
No claim made or pending during the preceding 3 consecutive years of insurance	35%
No claim made or pending during the preceding 4 consecutive years of insurance	45%
No claim made or pending during the preceding 5 consecutive years of insurance	50%

\*No Claim Bonus (NCB) is subject to no claim on the previous policy. Benefits under the policy will be forfeited if claim is/was made in previous policy. Please contact our Customer Care team in case of wrong NCB % mentioned.

## IMPORTANT NOTICE

The Insured is not indemnified if the vehicle is used or driven otherwise than in accordance with the Schedule. Any payment made by the Company by reason of wider terms appearing in the Policy in order to comply with the Motor Vehicle Act, 1988 is recoverable from the Insured. See the clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY". For legal interpretation. English version will hold good.

Premium Collection Details: [Collection No / Amount / Receipt Date] | | | | | | | | | |

Subject to I.M.T. Endt.Nos. & Memorandum \_\_\_\_\_ Printed/herein/attached hereto Under Hire Purchase Agreement with \_\_\_\_\_

## TAX DETAILS

GST Registration No.  
SAC Code  
Invoice No


Category | \_\_\_\_\_  
Description | \_\_\_\_\_

## DECLARATION

I/We hereby certify that the policy to which the certificate relates as well as the certificate of insurance are issued in accordance with the provision of chapter X, XI of M.V.Act 1988.

In Witness whereof this Policy has been signed for and behalf of <Insurer's Office Address> at Mumbai this XX day of <MONTH> of <YEAR>

Stamp Duty of XXXX is paid as provided under Article 47(B) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No. (XXXX Validity Period Dt. XX/XX/XXXX To Dt. XX/XX/XXXX (O/w. No. XXXX)/ Date: XX/XX/XXXX).

For Zurich Kotak General Insurance Company (India) Limited.

Authorised Signatory

This document is digitally signed, hence counter signature / stamp is not required.

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## Part II: Policy Wording

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance.

### NOW THIS POLICY WITNESSETH

That subject to the Terms Exceptions and Conditions contained herein or endorsed or expressed hereon.

### SECTION I. LOSS OF OR DAMAGE TO THE VEHICLE INSURED

The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and / or its accessories whilst thereon

1. by fire explosion self-ignition or lightning;
2. by burglary housebreaking or theft;
3. by riot and strike;
4. by earthquake (fire and shock damage);
5. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
6. by accidental external means;
7. by malicious act;
8. by terrorist activity;
9. whilst in transit by road rail inland-waterway lift elevator or air;
10. by landslide rockslide

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:

- a) For all rubber/ nylon/ plastic parts, tyres and tubes, batteries and air bags - 50%
- b) For fibre glass components – 30%
- c) For all parts made of glass – Nil
- d) Rate of depreciation for all other parts including wooden parts will be as per the following schedule.

Age of Vehicle	% of Depreciation
Not Exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%

Exceeding 5 years but not exceeding 10 years	40%
Exceeding 10 years	50%

- e) Rate of Depreciation for Painting: In the case of painting, the depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of the total painting charges for the purpose of applying the depreciation.

The Company shall not be liable to make any payment in respect of:

- Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages;
- Damage to tyres and tubes unless the vehicle is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement; and
- Any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs

In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the insured but not exceeding in all Rs.1500/- in respect of any one accident.

The insured may authorise the repair of the vehicle necessitated by damage for which the Company may be liable under this Policy provided that:

- The estimated cost of such repair including replacements, if any, does not exceed Rs. 500/;
- The Company is furnished forthwith with a detailed estimate of the cost of repairs; and
- The insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

### **Sum Insured, Insured's Declared Value (IDV):**

The Insured's Declared Value (IDV) of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle.

The IDV of the vehicle (and accessories if any fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the vehicle insured at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL)/cash-loss claims only.

### **The Schedule of Depreciation for Fixing IDV of the Vehicle**

Age of Vehicle	% of Depreciation
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Not Exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

IDV of vehicles beyond 5 years of age and of obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the insurer and the insured.

IDV shall be treated as the “Market Value” throughout the policy period without any further depreciation for the purpose of Total Loss (TL)/Constructive Total Loss (CTL)/cash-loss claims.

The insured vehicle shall be treated as a CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

## GENERAL EXCEPTIONS

The Company shall not be liable under this Policy in respect of

1. Any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
2. Any claim arising out of any contractual liability;
3. Any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
  - a. Being used otherwise than in accordance with the 'Limitations as to Use'. 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.
4.
  - a. Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
  - b. 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.
5. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.



6. 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 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.

## **DEDUCTIBLE**

The Company shall not be liable for each and every claim under Section - I (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the schedule.

## **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. The OD Only policy is issued on the basis of the Third Party (TP) policy details as submitted and declared by the proposer. The benefits under the policy shall stand forfeited and the policy shall be void ab-initio if this information is found to be incorrect.
2. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof 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 occurrence which may give rise to a claim under this Policy. In case of theft or criminal act which may be the subject of a claim under this Policy the insured shall give immediate notice to the police and cooperate with the Company in securing the conviction of the offender. Wherever details pertaining to any incident which results in a claim, are conveyed by the insured to the insurer after reasonable period, insured shall provide the reasons of such delay to the insurer and insurer may on analysis of reasons provided by insured, condone the delay in intimation of claim or delay in providing the required information/documents to the insurer.
3. No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company 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 the Company may require.

4. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
  - a. For total loss / constructive total loss/cash-loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
  - b. For partial losses, i.e. losses other than Total Loss/Constructive Total Loss/cash-loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
  - c. If a damaged motor vehicle is assessed as being unrepairable and hence a wreck i.e. a 'total loss' or 'write-off', the Company shall grant the insured the option to retain the wreck and accept a 'cash loss' settlement (being the IDV less the assessed value of Salvage based on competitive quotes procured by the Company including any submitted by or through the insured).
  - d. In the event of a 'cash-loss' settlement, the Company is entitled to cancel the Own Damage insurance effective the date of damage. Additionally, the Company can cancel the statutory Motor Third Party Liability insurance policy after requiring the insured to either cancel the road registration of the wreck and submit documentary evidence in original thereof or alternatively evidence in original a statutory Motor Third Party liability insurance policy covering the wreck effective the date of damage.
  - e. The Company shall not deduct any amount in lieu of salvage value. Salvage, if any, will be surrendered to the Company and the Company shall collect the salvage from the Insured.
5. The insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

#### 6. **Policy Period:**

Policy shall be issued for a period of 1 year only or such other period as maybe prescribed by the Regulation(s).

#### 7. **Cancellation:**

##### **I. Cancellation by Company**

The Company may cancel the policy on the grounds of established fraud by sending seven (7) days' notice by recorded delivery to the insured at insured's last known address and in which case the policy will be cancelled 'ab-initio' with forfeiture of premium and non-consideration of claim, if any.

## **II. Cancellation by Insured**

The policy may be cancelled at any time by the insured without assigning any reason provided no claim has arisen during the period of insurance. The insured shall be entitled to a refund of proportionate premium for the unexpired period in the running year and full refund of premium for the remaining full policy years (where period of insurance exceeds one year).

8. 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.

## **9. Arbitration**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

***Note:** The above Arbitration Clause is not applicable to retail/individual policyholders.*

10. 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.

## **11. Double Insurance**

When two policies are in existence on the same vehicle 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. If a vehicle is insured at any time with two different offices of the same insurer, 100% refund of premium of one policy may be allowed by cancelling 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 requirements of Banks/Financial Institutions, intimated to the insurer in writing, the earlier dated policy is required to be cancelled, then refund of premium is to be allowed as per Cancellation clause mentioned above.

In either case, no refund of Own Damage 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.

12. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle. Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:
- a. Death Certificate in respect of the insured
  - b. Proof of title to the vehicle
  - c. Original Policy.

### **13. Multiple policies involving Bank or other lending or financing entity**

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

### **14. Claim Procedure**

#### **Details of procedure to be followed for cashless service (In case of Motor Insurance) as well as for reimbursement of claim**

In case of cashless process, please follow the below mentioned process

- Call our 12 hours helpline with details of accident and policy/cover note number.
- Once the claim is registered, the customer support executive will provide you with a Claim Reference Number.
- You will need to submit relevant documents to us such as - Driving license, RC copy, Policy copy etc. in accordance with the Policy terms and conditions.
- We will arrange for an inspection in
  - 24 hours, if a claim is reported on a working day
  - Next working day, if a claim is reported on Sunday or Public holiday
- On cashless facility confirmation, the vehicle would be repaired at a cashless garage and the payment would be made directly to the garage.

- You will only have to pay the deductible as mentioned in the policy and the depreciation value, etc. as informed by the surveyor.

In case of reimbursement process, you will have to submit documents to Zurich Kotak General Insurance Company (India) Limited and we will make the payment within 7 days of completion of documentation

- Turn Around Time (TAT) for claims settlement**

Appointment of surveyor	Immediate after intimation
Survey report submission	15 days
Claims concluded by the insurer	within 7 days after receipt of final survey report
Settlement of claims	Within 7 days after receipt of final survey report and/or the last relevant and necessary document as the case may be

## Claim Documents

Following documents should be required for or in support of a claim:

For Accident Claims	For Theft Claims	For Third Party Claims	For Personal Accident Claims
Claim Form Duly Signed	Claim Form Duly Signed		Claim Form Duly Signed
R. C. Copy of the Vehicle	R. C. Copy of the Vehicle	R. C. Copy of the Vehicle	R. C. **Copy of the Vehicle
Driving License Copy	Driving License Copy	Driving License Copy	Driving License Copy
Policy Copy - (First 2 Pages only)	Policy Copy - (First 2 Pages only)	Policy Copy - (First 2 Pages only)	Policy Copy - (First 2 Pages only)
FIR Copy	FIR Copy, Untrace Report, Dumping Yard Certificate	FIR Copy	FIR Copy/ Panchnama/ Policy inquest report duly attested by police station
Estimate of repairs	NOC from Finance Company (If Hypothecated)	MACT / Legal Notice	Copy of Medico Legal Certificate duly attested by the concerned Hospital
Original Repair Invoice, Payment Receipt	Letter of Indemnity and Subrogation		Documents as required by AML Guidelines

Letter of Indemnity and Subrogation	Documents as required by AML Guidelines		KYC
Documents as required by AML Guidelines	KYC		<b>For Accidental Death Claim:</b>
KYC	Previous Insurance details		Original Death Certificate
	Acknowledged copy of letter addressed to RTO intimating theft and making vehicle "NON - USE"		Death Summary issued by Hospital Post Mortem Report (if conducted)
	Form 28, 29 , 30 signed by the insured and form 35 signed by the financier, as the case maybe undated and blank		Identity proof of Nominee or Original Succession Certificate/ Original Legal Heir Certificate
	Consent towards agreed claim settlement value from you and financier		<b>For Disablement Claim:</b>
	Blank and Undated "Vakalatnama"		Treating Medical Practitioner's certificate describing the disablement
			Discharge summary from the Hospital
			Photograph of the Insured Person reflecting the disablement
			Prescriptions and consultation papers of the treatment;
			Disability certificate issued by treating Medical Practitioner.
			Any other medical, investigation reports, inpatient or

			consultation treatment papers, as applicable
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The Company may request for any other documents, if required on case to case basis.

### 13. Sanction Exclusion Clause

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation

**NO CLAIM BONUS:** The insured is entitled for a No Claim Bonus (NCB) on the Own Damage section of the policy, if no Own Damage claim is made or pending during the preceding year(s), as per the following table:

Period of Insurance	% of NCB on Own Damage premium
The preceding year	20%
Preceding Two consecutive years	25%
Preceding Three consecutive years	35%
Preceding Four consecutive years	45%
Preceding Five consecutive years	50%

No Claim Bonus will only be allowed provided the Own Damage cover is renewed within 90 days of the expiry date of the Own Damage section of the previous policy.

"However, in the case of Military or Para military Personnel working in Forward Areas, the period of 90 days may be extended up to 365 days depending on the circumstances of each individual case with a declaration in writing by the policy holder that the vehicle was not put to use during the interim period".

### GRIEVANCE REDRESSAL

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an e- mail at [care@zurichkotak.com](mailto:care@zurichkotak.com). In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at [grievanceofficer@zurichkotak.com](mailto:grievanceofficer@zurichkotak.com). In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write to [seniorgrievanceofficer@zurichkotak.com](mailto:seniorgrievanceofficer@zurichkotak.com)/ [chiefgrievanceofficer@zurichkotak.com](mailto:chiefgrievanceofficer@zurichkotak.com).

However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal: <https://bimabharosa.irdai.gov.in>

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I.

The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Company's website: [www.zurichkotak.com](http://www.zurichkotak.com)

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen: [www.cioins.co.in/Ombudsman](http://www.cioins.co.in/Ombudsman)

## Annexure I

### Details of Insurance Ombudsman

Office Details	Jurisdiction of Office Union Territory, District
<b>Ahmedabad:</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>Bengaluru:</b> Office of the 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. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka.
<b>Bhopal:</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh and Chattisgarh.
<b>Bhubneshwar:</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Orissa.
<b>Chandigarh:</b>	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh),



Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
<b>Chennai:</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
<b>Delhi:</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
<b>Guwahati:</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>Hyderabad:</b> 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: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
<b>Jaipur:</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>	Rajasthan.
<b>Ernakulam:</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.Tel.: 0484 - 2358759 / 2359338 Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
<b>Kolkata:</b>	West Bengal, Sikkim, Andaman & Nicobar Islands.

Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	
<b>Lucknow:</b> 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 : Lalitpur, 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.
<b>Mumbai:</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
<b>Noida:</b> 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 Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>Patna:</b> Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar and Jharkhand.
<b>Pune:</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	
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### **PART III: Add-On Covers under Car Secure – OD Only**

#### **1. Consumables Cover**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of the payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy the Company hereby extends the Policy to cover expenses incurred by the Insured in respect of Consumable Items (as defined below) in the event of damage to the insured vehicle and/or to its accessories, arising out of any peril as covered under the Policy. For the purpose of this Endorsement, Consumable Items shall mean those articles or substances which have specific uses and when applied to their respective uses are either consumed totally or are rendered for continuous and permanent use.

Such Consumable Items will include nut and bolt, screw, washers, grease, lubricants clip, ac gas, bearings, distilled water, engine oil, oil filter, fuel filter, break oil and the like.

#### **Special Conditions:**

The Company shall not accept any claim under this Endorsement, where a claim under Section I of the Policy made by Insured with the Company under the Policy is not payable.

#### **Applicable Exclusions:**

The Company shall not be liable under this Endorsement in respect of:

- a) Consumables pertaining to any part/ sub part/ accessories not approved for replacement by the Company.
- b) Consequential loss of any kind.
- c) In the event of complete loss of the insured vehicle (Constructive Total Loss, Total Loss or Cash-loss) as declared under the Policy, no payment shall be made under this Endorsement.
- d) Where loss is covered under the Policy or any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time.

- e) Any claims related to loss or damage due to wear and tear.
- f) Any claim which is notified to the Company after 30 days of the happening of loss or damage provided that the Company may, in its sole discretion, condone the delay in notification of claim on merit if the Insured provides the Company with the reasons for delay in writing.

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

**UIN: IRDAN152RP0012V03201920/A0015V01201920**

## **2. Engine Protect**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to indemnify the Insured for expenses incurred in repair or replacement of Engine Parts, Differential Parts and Gear Box Parts which becomes necessary due to Consequential Damage arising out of water ingress/leakage of lubricating oil which directly cause loss or damage to the aforesaid parts.

### **Special Conditions:**

- a) For the purpose of this Endorsement, 'Consequential Damage' shall mean "the damage more specifically expressed hereinabove caused to an insured vehicle not arising directly from a peril insured under the Policy but as a direct consequence to the same".
- b) For the purpose of this Endorsement, 'Engine Parts' shall mean all internal lubricated parts of the engine including pistons, pins and rigs, all pulleys camshaft, followers, cam bearings, connecting rods and bearings, crankshaft and main bearings, dipstick and tube, eccentric shaft, engine heads and engine blocks, engine mounts and cushions, engine torque strut, flywheel and flywheel ring gear, harmonic balancer, intake and exhaust manifolds, oil pan, oil pumps, push rods, valves, springs, guides, seats, and lifters, rocker arms, shafts, and bushings, timing covers, timing gears, chain, belt tensioners, retainers, vacuum pump, valve covers, and water pumps, fuel injection pump (for diesel engines only) and fuel heater (for diesel engines only).
- c) For the purpose of this Endorsement, 'Differential Parts' shall mean all internally lubricated parts contained within the differential housing including axle shafts, constant velocity joints, bearings, final drive housing, four wheel drive hubs and bearings, retainers, transaxle housing and universal joints, drive shafts, hub bearings and supports.
- d) For the purpose of this Endorsement, 'Gear Box Parts' shall mean all internally lubricated parts contained within the transmission case including cooler, cooler lines, filter tubes and dipsticks, internal linkage, mounts, oil pans, torque convertor, transfer case, transmission and transfer case, transmission park base assembly, vacuum modulator, gear shafts, and gear box.
- e) In case of an accident, payment under this Endorsement shall be made only when the Company is provided with evidence of under carriage damage to Engine Parts and/or Gear Box Parts and/or Differential Parts directly causing oil leakage.
- f) The Company shall not accept any claim under this Endorsement, where a claim under Section 1 of the Policy is not payable.

**Applicable Exclusions:**

The Company shall not be liable under this Endorsement in respect of:

- a) In the event of complete loss of the insured vehicle (Constructive Total Loss, Total Loss or Cash-loss) as declared under the Policy, no payment shall be made under this Endorsement.
- b) Cost of consumables like nuts, bolts, grease, etc.
- c) Where loss is covered under the Policy or any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time.
- d) Any claims related to loss or damage due to wear and tear.
- e) Any claim which is notified to the Company after 30 days of the happening of loss or damage provided that the Company may, in its sole discretion, condone the delay in notification of claim on merit if the Insured provides the Company with the reasons for delay in writing.

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

**UIN: IRDAN152RP0012V03201920/A0016V01201920**

**3. Return to Invoice**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and understood that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to pay the difference between the Insured's Declared Value (IDV) of the insured vehicle and the Purchase Invoice Price (as defined below) of the insured vehicle, as specified in the purchase invoice upon the occurrence of any Total Loss (including theft)/ Constructive Total Loss as defined in the Policy.

**Special Conditions:**

- a) For the purpose of this Endorsement, "Purchase Invoice Price" shall mean the ex- showroom price of the insured vehicle and includes the value of factory or car dealer accessories that were fitted at the time of purchase. Purchase Invoice Price also includes the cost of a standard private car package policy (without any add on covers or endorsements), amount paid towards registration of the insured vehicle, applicable road tax and Octroi.
- b) In case a copy of the purchase invoice is not available, the Purchase Invoice Price of the insured vehicle will be calculated as below:  $\text{Purchase Invoice Price} = \text{IDV} / (1 - \text{Depreciation}\%)$ , as defined below as per the age of the insured vehicle)
- c) The Company shall not accept any claim under this Endorsement, where a claim under Section I of the Policy is not payable.

Age of Vehicle	% of Depreciation
Not Exceeding 6 months	5%

Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

#### **Applicable Exclusions:**

The Company shall not be liable under this Endorsement in respect of:

- a) Where loss is covered under the Policy or any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time.
- b) Accessories which are not additionally insured under the Policy shall not be covered.
- c) Any claim which is notified to the Company after 30 days of the happening of loss or damage provided that the Company may, in its sole discretion, condone the delay in notification of claim on merit if the Insured provides the Company with the reasons for delay in writing.

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

**UIN: IRDAN152RP0012V03201920/A0017V01201920**

#### **4. Roadside Assistance**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to provide the Insured, upon his request the following emergency assistance services during the Policy Period through its network garages or service providers, provided that (i) the services are requested to be provided in an area where the Company has its presence through its network garages or through the network of its service providers; and (ii) The Company shall be liable for only up to four emergency assistance services claims during the Policy Period:

- a. Towing due to an accident or breakdown: In the event of the insured vehicle being immobilized or rendered unfit for the purpose of driving on the road, the Company shall arrange for appropriate towing services to the nearest garage within a radius of 50 kms from the location of the breakdown/accident, provided always that any charges for towing the insured vehicle for a distance beyond the aforesaid limit shall be borne by the Insured.
- b. Battery jump start: In the event of the insured vehicle being immobilized due to a run-down battery, the Company shall arrange for a vehicle technician to jump start the insured vehicle with appropriate means, provided always that any cost of charging/ replacement of battery shall be borne by the Insured and the Company shall only be liable for all labour and conveyance costs, towards battery jump start assistance under this Endorsement.



- c. Arrangement/ Supply of fuel: In the event of the insured vehicle being immobilized due to emptying of its fuel tank, the Company shall arrange for supply of up to five liters of fuel, at the location of the breakdown, provided always that all actual fuel costs shall be borne by the Insured and the Company shall only be liable for all labor costs and conveyance costs under this Endorsement.
- d. Emptying of fuel tank: In the event of the fuel tank of the insured vehicle being filled with an incompatible fuel, the Company shall arrange for emptying of the fuel tank with the help of appropriate technicians and if required, arrange for towing the insured vehicle to the nearest garage for the purpose of emptying the fuel tank, provided always that all charges towards the towing of the vehicle shall be borne by the Insured.
- e. Flat Tyre(s): In the event of the insured vehicle being immobilized due to a flat tyre, the Company shall assist the Insured by:
  - i. Organizing for a vehicle technician to replace the flat tyre with the spare stepney tyre of the vehicle at the location of breakdown; OR in the event of repairs not being possible at the place of breakdown
  - ii. By arranging to take the flat tyre to the nearest place of repair and delivering the tyre back to the place of breakdown and attaching it to the insured vehicle.

Provided always that any expenses on material/spare parts and any other incidental costs, if required while carrying out the repairs, would be borne by the Insured and the Company shall only be liable for expenses on labour cost and conveyance cost, in relation to paras (a) and (b) above, under this Endorsement.
- f. Breakdown support over phone: In the event of minor mechanical errors/ faults/non-functioning of the insured vehicle or any part thereof, the Company shall through its network service providers provide the Insured with telephonic assistance to come up with solutions for such minor mechanical errors/faults/non-functioning of the insured vehicle.
- g. Taxi Benefits: In the event of the insured vehicle being immobilized due to an accident or breakdown, the Company shall arrange for free travel of the occupants of the Insured vehicle and upto a distance of 50 kilometers, provided always that:
  - 1. The event has occurred 50kms away from the Insured's place of residence as declared by the Insured at the time of policy issuance.
  - 2. Any charges for a distance beyond the covered distance as stated above shall be borne by the Insured.
  - 3. The cover under this Endorsement shall remain restricted in respect of the actual number of occupants of the Insured vehicle or the maximum seating capacity of the Insured vehicle, subject always to the limits mentioned above.
- h. Arrangement of keys: In the event of the Insured losing the keys of the insured vehicle, the Company shall arrange for pickup and delivery of the spare keys of the insured vehicle to the place where the insured vehicle is located. Alternatively, the Company shall provide the service



of unlocking the insured vehicle with the help of vehicle technicians at the location of the insured vehicle, provided always that the Company shall be liable only for all labour and conveyance costs under this Endorsement and the Insured shall be required to submit an identity proof to prove his ownership of the insured vehicle, before availing any of the aforesaid services. It is further hereby agreed and understood that this service shall be provided only within a range of 50 kms.

- i. **Message Relay:** In the event of the insured vehicle becoming immobilized as a result of an accident or a breakdown, the Company shall arrange, upon the Insured's request, to send through available means of communication urgent messages to the persons specified by the Insured.
- j. **Minor Repairs:** In the event of the insured vehicle being immobilized due to a minor mechanical or electrical fault, the Company shall assist the Insured by sending a vehicle technician to the location of the insured vehicle to carry out Minor Repairs (as defined below), provided always that the Company shall only be liable for the expenses on labour cost and conveyance cost under this Endorsement.

For the purpose of the Endorsement, Minor Repairs shall mean repairs which can be carried out at the location of breakdown/accident, requiring no spares and would require less than 45 minutes of labour time.

### **Applicable Exclusions:**

The Company shall not be liable under this Endorsement in respect of:

- a) providing the abovementioned services under conditions of earthquake, war, invasion, rebellion, revolt, riot, civil commotion, civil war, exceptional adverse weather conditions, acts of terrorism, nuclear fission, strike, act(s) of government(s)/government agencies/judicial/quasi-judicial authorities.
- b) Any claims in respect of an insured vehicle which is being used for the purpose of racing, rallying, motor-sports, or is not being used/driven in accordance with applicable laws and regulations.
- c) Any claim in respect of an insured vehicle which can be safely transferred on its own power to the nearest garage/workshop.
- d) Any claims arising out of theft;
- e) Any form of consequential loss.
- f) Any loss which is covered under the Policy, any other insurance policy or manufacturer's warranty or recall campaign or under any other such packages at the same time.
- g) Any expenses for supply or replacement of parts/consumables.
- h) Any loss/damage caused to the insured vehicle when it is being used/driven against the recommendations of the owner's/manufacture's manual.
- i) Any claims in respect of which services have been availed of without the prior consent of the Company

**UIN: IRDAN152RP0012V03201920/A0018V01201920**

## **5. Loss of Personal Belongings**

Subject otherwise to the terms, exclusions, conditions and limitations of this Policy, in consideration of the payment of an additional premium by the Insured, it is hereby agreed and understood that notwithstanding any other terms contrary under the Policy, we will pay for the loss or damage to You and Your Family member's personal belongings caused by perils mentioned under section 1 of the Comprehensive policy while personal belongings are in the vehicle at the time of loss or damage to the vehicle.

**Personal belongings** for the purpose of this section means items such as clothes and other articles of personal nature likely to be worn, used or carried and includes audio/video tapes, CDs but excludes money, securities, cheques, bank drafts, credit or debit cards, jewellery, lens, glasses, travel tickets, watches, valuables, manuscripts, paintings and items of similar nature. Any goods or samples or belongings carried in connections with any trade or business is not covered.

**Family members** for the purpose of this section includes Self, lawfully wedded spouse, son, daughter, mother, father, brother, sister, mother in-law, father in-law, son in-law, daughter in-law, brother in-law, sister in-law.

### **Special Conditions:**

1. The cover under this Add-on shall be applicable only if official police report is filed for claims due to burglary, house-breaking or theft.
2. The maximum amount payable during the period of insurance under this section is as specified in the Schedule.
3. The Company shall not accept any claim under this Add-on, where a claim under Section I of the Policy is not payable.
4. The insured will bear first Rs. 250 of each and every claim under this section. (This may be waived for specific channels, locations, segments or any other category of customers as per the market dynamics).

**UIN: IRDAN152RP0012V03201920/A0019V01201920**

## **6. Key Replacement**

Subject otherwise to the terms, exclusion, conditions and limitations of this Policy, in consideration of the payment of an additional premium by the Insured, it is hereby agreed and understood that notwithstanding any other terms contrary under the Policy, We hereby undertake to indemnify the Insured, the cost of repair / replacement of Insured Vehicle key(s), including labor cost, in case key(s) of Insured Vehicle are lost / stolen or damaged.

### **Special Conditions:**

1. In case of theft of Insured Vehicle key(s) entire set of Insured Vehicle key, lock and lockset would be replaced.
2. Claim resulting from Burglary or theft should be supported by a First Information Report (FIR) filed with the police authorities
3. Maximum 2 replacements/reimbursements will be allowed during the policy period.
4. We pay only up to 50% of Sum Insured opted as mentioned in the policy schedule, per occurrence during the policy period.
5. In case of lost or stolen keys, all other duplicates of the lost or stolen keys must be deposited with us.
6. A claim preferred under this Clause would not impact the No Claim Bonus under the Base Package Policy covering the insured's vehicle. This is subject to no other claim for damage to / loss of the vehicle during the policy period.

#### **Applicable Exclusions:**

The Company shall not be liable under this Add-on in respect of:

1. Any loss which is not covered under the Add-on of Policy
2. The cost to replace keys to vehicles that You do not own for personal use;

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#### **7. Tyre Cover**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to indemnify the Insured for the cost of repair and/or replacement of tyres and tubes, as may be necessitated arising out of accidental loss or damage or impact bulging of side wall excluding manufacturing defect, chemical or atmospheric damages.

#### **Basis of Loss Settlement**

In any situation company's liability would not exceed the following, basis the unused tread depth of respective tyre

<b>Mean Unused Tread Depth at the Time of Loss</b>	<b>Admissible Claim Amount</b>
>= 7 mm	100% of the cost of new tyre(s) and/or tube(s)
>=5 mm and <=6.9 mm	75% of the cost of new tyre(s) and/or tube(s)
>=3mm and <= 4.9 mm	50% of the cost of new tyre(s) and/or tube(s)
< 3mm	Considered as normal wear and tear and is not covered

Unused Tread depth will be measured at the centre of the tread. Minimum 4 measurements at 4 different places will be taken for the purpose of arriving at means tread depth which will be the basis of indemnity under the coverage.

Whenever replacement of tyre will be allowed it will be of the same make and specification and if tyre of similar specification is not available and replaced tyre is superior to damaged tyre then the Company will not be liable for betterment charges. Maximum of 4 (four) tyre replacements will be allowed during the period of insurance.

If damage to tyre and tube is due to the accidental damage to the Insured Vehicle covered under "Own Damage" section of the policy, the Company's liability under this cover will be restricted to the difference of depreciation percentage applied under "Own Damage" section and as mentioned above basis the unused tread depth.

### **Applicable Exclusions**

The claim will not be payable if any or all of the following condition applies:

1. if vehicle is not repaired at Authorised garage
2. loss or damage arising out of natural wear and tear including unevenly worn tyres caused by defective steering geometry outside manufacturer's recommended limits or wheel balance, failure of suspension component, wheel bearing or shock absorber
3. any loss or damage within first 15 days of inception of the policy
4. any loss or damage occurred prior to inception of the policy
5. any loss or damage resulting into total loss/constructive total loss/cash-loss of the vehicle
6. routine maintenance including adjustment, alignment, balancing or rotation of wheels/tyres/tubes
7. loss or damage to wheel accessories, any other parts or rim (unless covered by paying additional premium)
8. theft of tyre(s)/tube(s) or its parts accessories without vehicle being stolen or theft of entire vehicle
9. if the tyre(s)/tube(s) being claimed is different from tyre(s) insured/supplied as original equipment along with the vehicle unless informed to the Company and mentioned/endorsed on the policy
10. any fraudulent or dishonest act
11. loss or damage arising out of improper storage or transportation
12. any consequential loss or damage such as but not limited to noises, vibrations and sensations that do not affect tyre function or performance
13. loss or damage arising out of modifications not approved by tyre manufacturer
14. loss or damage resulting from hard driving due to race, rally or illegal activities
15. loss or damage due to neglect of periodic maintenance as specified by manufacturer
16. loss or damage resulting from poor workmanship while repair
17. loss or damage arising out of any manufacturing defect or design including manufacturer's recall
18. minor damage or scratch not affecting the functioning

19. tyre which has been used for its full specified life as per manufacturer's guideline or where unused tread depth is less than 3 mm.

### **Important Conditions**

- If the Insured makes a fraudulent claim which is declined as per Applicable Exclusions mentioned above, coverage under this section shall cease with immediate effect.
- If during the period of insurance any tyre is replaced for any reason for which claim is not preferred under the coverage, cover on new tyre would not be available unless details of new tyre are informed to the Company.
- In case of replacement of tyre for which a claim is preferred under the coverage, replaced tyre can be included by way of endorsement by paying requisite premium.
- All claims must be made within 3 working days of damage.
- The Insured must take all reasonable steps to avoid loss or damage to tyre(s). The Insured must not continue to drive the vehicle after any damage or incident if the same could cause further damage to tyre(s).
- Rim / Alloy (if not manufacturer fitted) to be covered, would require extra premium along with the details

### **The clause will be inoperable:**

- If the vehicle meets with an accident and if the vehicle and the tyre(s) fitted onto the car also get damaged, only the base Private Car Package/Comprehensive Policy will cover the tyre damage and no separate claim would be payable under this Add on. However, in case of the claim under the Add on cover exceeds the total claim payable under the "Own Damage" section of the base Private Car Package/Comprehensive Policy, such differential amount shall also be payable as per the "Basis of Loss Settlement" mentioned above.

If any claim is made fraudulently or any claim is rejected due to concealment of material facts, misrepresentation or fraud or any claim due to any wilful act committed by Insured or persons authorised by Insured.

**UIN: IRDAN152RP0012V03201920/A0021V01201920**

### **8. NCB Protect**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to allow the Insured the same No claim bonus slab, as shown on policy schedule at the time of renewal provided-

- The rate of No claim bonus as shown in the schedule is an accumulation of applicable claim free year(s) and their being no own damage claim in the applicable preceding years or
- NCB reserving certificate being produced with minimum 20% NCB

- Not more than 1 own damage claim is registered in the current period of insurance.
- The renewal of policy is done with the Company within 90 days of expiry of the policy
- The claim in the current period of insurance is not a Total LOSS (TL)/Constructive Total Loss (CTL)/Cash-loss

**Special conditions** applicable to this benefit in addition to the general conditions:

- The claim made with us is for damages only to the windscreen glass/rear glass/door glasses sun roof glass, will not be considered as a claim under this benefit.
- The claim for only partial theft of accessories/parts will not be considered as a claim under this benefit.
- A claim for theft of entire motor vehicle will not be considered as a TL/CTL for this purpose provided a new motor vehicle is purchased and insured with the Company within 90 days of the theft, in which case, the Company will allow same No claim bonus on new motor vehicle as is shown in the schedule. • The Insured must prove eligibility of NCB by way of a renewal notice or No claim confirmation letter from the previous Insurer
- Mid-term inclusion or removal of this cover shall not be allowed
- In case of partial loss, the NCB in this clause cannot be transferred from one vehicle to another – even if both or multiple vehicles are in the name of the same Insured
- On the death of the Insured, this clause will continue to operate provided the vehicle is transferred in the name of a legal heir and the same is endorsed in the policy

**This Clause will not operate under following conditions:**

- This clause will be inoperable on the transfer of the vehicle. On transfer, the buyer will have to purchase this clause afresh by payment of full annual premium.
- This clause will not operate if NCB in the existing policy is wrongly claimed and insured is ineligible for the NCB.
- This clause will not operate if any claim is made fraudulently or any claim is rejected due to concealment of material facts, misrepresentation or fraud.

**Cancellation Clause:**

The NCB Protect will be cancelled if:

1. NCB is wrongly claimed in a policy and insured is ineligible for NCB
2. Any Own Damage claim fraudulently made
3. Any misrepresentation/concealment of facts resulting in a claim or leakage of premium.

Refund of premium will not be made on cancellation of this cover due to the above reasons.

**UIN: IRDAN152RP0012V03201920/A0023V01201920**

## **9. Daily Car Allowance**



Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to pay the Insured, Daily Car Allowance as mentioned in the schedule to enable him/her to meet the cost of hired transport to reduce his/her inconvenience, if the Insured Vehicle is damaged by a covered peril mentioned in section 1 of the base Private Car Package/Comprehensive Policy.

The allowance would be payable for a maximum period of 10 days during the period of insurance. In case of theft/total loss claim, the Company will pay for maximum 15 days during the period of insurance.

Damages not admissible under section 1 of the Private Car Package/Comprehensive Policy (as agreed between the Insured, surveyor & garage/workshop manager) would be excluded for the purpose of computation of Daily Car Allowance.

The entitlement of Daily Car Allowance will start from the following calendar day of the Insured Vehicle reaching the garage for repair & shall end on the day garage intimates the Insured to take delivery of the Vehicle.

### **Applicable Exclusions**

The Daily Car Allowance will not be payable if any or all of the following condition applies:

1. If the Insured is claiming only for windscreen or glass damage under section 1 of the policy.
2. If Vehicle is not repaired at the Authorised Garage
3. If claim under section 1 is not valid and admissible.
4. If time required for repair of motor vehicle is upto 3 days

**UIN: IRDAN152RP0012V03201920/A0022V01201920**

### **10. Depreciation Cover**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of the payment of an additional premium by the Insured, it is hereby agreed and understood that notwithstanding any other terms contrary under the Policy, no amounts shall be deducted by the Company for depreciation in case of parts replaced on account of damage to the insured vehicle and/or to its accessories, arising out of any peril covered under Section I of the Policy.

### **Special Conditions:**

- a) This cover under this Endorsement shall be applicable to the number of Own Damage claims as shown in the Policy Schedule during the policy period and commencing from the policy start date; any subsequent claim(s) shall be subject to deductions for depreciation at the rates mentioned in the Policy terms and conditions. This add on would be applicable from the first



such own damage claim as reported under the policy upto the number of Own Damage claims as mentioned in the schedule.

- b) The Insured shall be liable for the Voluntary Deductible amount, as opted by the Insured for this Endorsement and specified in the Schedule, for each and every claim payable under this Endorsement, which shall be applicable in addition to the other deductibles applicable under the Policy

### Applicable Exclusions:

The Company shall not be liable under this Endorsement in respect of:

- Depreciation pertaining to any part / sub part / accessories not approved for replacement by the Company under the Policy
- No payment shall be made under this add-on for cost of consumables like nuts, bolts, grease, etc.
- Where loss is covered under manufacturer's warranty or recall campaign or under any other such coverage at the same time.

Insured may opt for deductibles per claim under Depreciation Cover. In such instances additional discount would be allowed as per table below:

Voluntary Deductible	Discount
INR 1000	Up to 10% on the Depreciation Cover premium of the vehicle, subject to a maximum of INR 500/-
INR 2000	Up to 15% on the Depreciation Cover premium of the vehicle, subject to a maximum of INR 750/-
INR 3000	Up to 20% on the Depreciation Cover premium of the vehicle, subject to a maximum of INR 1000/-

**UIN: IRDAN152RP0012V03201920/A0014V01201920**

### 11. Additional PA Cover for Owner Driver

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to provide the compensation to the registered Owner-Driver of the Insured vehicle upto the amount as shown in the policy schedule on the scale provided below for bodily injury as hereinafter defined sustained in direct connection with vehicle insured or whilst mounting and dismounting from or driving or travelling in the insured vehicle and caused by violent, accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in:-

Sr No	Nature of Injury	Scale of Compensation
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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%

The Company shall pay 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 amount stated in the policy schedule against this add on during any one period of insurance. The benefit under this add on shall be in addition to liability covered under Compulsory PA for Owner Driver as mentioned in Section III of the Policy.

#### **Applicable Conditions:**

- Such compensation shall be payable directly to the insured or his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.
- Subject to the insured being the registered owner of the vehicle insured and holding 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 in case he/she was driving the insured vehicle.
- Written notice of claim must be given to the Company within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event not later than 30 days after actual or potential loss begins.
- The insured shall provide the Company with all documentation, medical records and information that the Company may request to establish the circumstances of the claim, its quantum or liability for the claim within 15 days of notice of claim to the Company.
- Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if Insured can satisfy Insurer that it was not reasonably possible to give proof within such time.
- The Company may accept claims where documents have been provided after a delayed interval only in special circumstances wherein sufficient reasons have been provided by the Insured for such delay and/or for the reasons beyond the control of the insured.

#### **Applicable Exclusions:**

- The Company shall not pay any compensation in respect of death or injury directly or indirectly wholly or in part arising or resulting from traceable to
  - a) intentional self-injury, suicide or attempted suicide, physical defect or infirmity or
  - b) an accident happening whilst such person driving is under the influence of intoxicating liquor or drugs

#### **Documentation (All Claims under this Add-on):**

1. Photo Identity Proof (Any one) - Voter ID, Passport, PAN Card, Driving License, Ration Card, Aadhar, or any other proof accepted by the KYC norms as approved by the Company and which is admissible in court of law
2. Duly completed and signed claim form in original as prescribed by the Company.
3. Copy of FIR/ Panchnama /Police Inquest Report (if conducted) duly attested by the concerned Police Station;
4. Copy of Medico Legal Certificate (if conducted) duly attested by the concerned Hospital

#### **Additional documents required in case of Death**

1. Original Death certificate issued by the office of Registrar of Birth & Deaths;
2. Death summary issued by a Hospital;
3. Post Mortem Report (if conducted);
4. Identity proof of Nominee or Original Succession Certificate/Original Legal Heir Certificate or any other proof to the satisfaction of the Company for the purpose of a valid discharge in case nomination is not filed by deceased.

#### **Additional documents required in case of Disablement**

1. Original treating Medical Practitioner's certificate describing the disablement;
2. Original Discharge summary from the Hospital;
3. Photograph of the Insured Person reflecting the disablement;
4. Prescriptions and consultation papers of the treatment; Disability certificate issued by treating Medical Practitioner.
5. Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable

The Company, at its own expense, shall have the right and opportunity of the Insured's medical examination through its appointed agents whose details will be notified when and as often as the Company may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to arrange for a post mortem examination report, if conducted, on the Insured's body as permitted by law. Insured or his estate's compliance with the need for such examination is a condition precedent to establishing liability under the Policy.

**UIN: IRDAN152RP0012V03201920/A0005V01202021**

## **12. Additional PA Cover for Passengers**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to provide the compensation to the passengers traveling in the Insured vehicle upto the amount as shown in the policy schedule on the scale provided below for bodily injury as hereinafter defined sustained in direct connection with vehicle insured or whilst mounting and dismounting from or

travelling in the insured vehicle and caused by violent, accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in:-

Sr No	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%

The Company shall pay under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the amount stated in the policy schedule against this add on during any one period of insurance. The benefit under this add on shall be in addition to liability covered under PA cover for Passenger as mentioned in Section III of the Policy (if opted).

#### Applicable Conditions:

- Such compensation shall be payable only with the Insured's approval and directly to the injured person or his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.
- The benefit under this add on is not payable in case the number of persons/passengers traveling in the insured vehicle are more than as specified in the registration certificate at the time of occurrence of such incident.
- Subject to the condition that these person(s) are traveling in personal capacity & not under Hire and reward
- Subject to person driving the insured vehicle holding an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989
- Written notice of claim must be given to the Company within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event not later than 30 days after actual or potential loss begins.
- The claimant shall provide the Company with all documentation, medical records and information that the Company may request to establish the circumstances of the claim, its quantum or liability for the claim within 15 days of notice of claim to the Company.
- Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if Insured can satisfy Insurer that it was not reasonably possible to give proof within such time.
- The Company may accept claims where documents have been provided after a delayed interval only in special circumstances wherein sufficient reasons have been provided by the Insured for such delay and/or for the reasons beyond the control of the insured.

#### Applicable Exclusions:

- The Company shall not pay any compensation in respect of death or injury directly or indirectly wholly or in part arising or resulting from traceable to a) intentional self-injury, suicide or attempted suicide, physical defect or infirmity or b) an accident happening whilst such person driving is under the influence of intoxicating liquor or drugs.

**Documentation (All Claims under this Add-on):**

1. Photo Identity Proof (Any one) - Voter ID, Passport, PAN Card, Driving License, Ration Card, Aadhar, or any other proof accepted by the KYC norms as approved by the Company and which is admissible in court of law
2. Duly completed and signed claim form in original as prescribed by the Company.
3. Copy of FIR/ Panchnama /Police Inquest Report (if conducted) duly attested by the concerned Police Station;
4. Copy of Medico Legal Certificate (if conducted) duly attested by the concerned Hospital

**Additional documents required in case of Death**

1. Original Death certificate issued by the office of Registrar of Birth & Deaths;
2. Death summary issued by a Hospital;
3. Post Mortem Report (if conducted);
4. Identity proof of Nominee or Original Succession Certificate/Original Legal Heir Certificate or any other proof to the satisfaction of the Company for the purpose of a valid discharge in case nomination is not filed by deceased.

**Additional documents required in case of Disablement**

1. Original treating Medical Practitioner's certificate describing the disablement;
2. Original Discharge summary from the Hospital;
3. Photograph of the Insured Person reflecting the disablement;
4. Prescriptions and consultation papers of the treatment; Disability certificate issued by treating Medical Practitioner.
5. Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable.

The Company, at its own expense, shall have the right and opportunity of the Insured's medical examination through its appointed agents whose details will be notified when and as often as the Company may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to arrange for a post mortem examination report, if conducted, on the Insured's body as permitted by law. Insured or his estate's compliance with the need for such examination is a condition precedent to establishing liability under the Policy.

**UIN: IRDAN152RP0012V03201920/A0006V01202021**

### 13. Hospital Cash Benefit

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to provide daily cash benefit equivalent to the amount specified in the Policy Schedule to the person(s) traveling in the insured vehicle in the event of hospitalization due to an accident of the insured vehicle. This benefit will be payable for the actual number of days for which the injured person is hospitalized upto the maximum number of days as mentioned in the Policy Schedule for this Add on.

#### Important conditions:

- The claim under this add on would be payable only if claim under Section I is valid and admissible.
- The benefit under this add on is not payable in case the number of persons/ passengers traveling in the insured vehicle are more than as specified in the registration certificate at the time of occurrence of such incident.
- Minimum 24 hour hospitalization in a hospital as defined under this add-on.
- The Company would not pay for hospitalization due to medical reasons, illness or due to any pre-existing diseases.
- Submission of hospital discharge summary is required.

#### Definition for the purpose of this add-on:

<b>Accident</b>	means sudden, unforeseen and involuntary event caused by external, visible and violent means
<b>Hospital</b>	means any institution established for in-patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulations) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said Act Or complies with all minimum criteria as under: <ul style="list-style-type: none"> <li>i. has qualified nursing staff under its employment round the clock;</li> <li>ii. has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;</li> <li>iii. has qualified medical practitioner (s) in charge round the clock;</li> <li>iv. has a fully equipped operation theatre of its own where surgical procedures are carried out</li> <li>v. maintains daily records of patients and will make these accessible to the insurance company's authorized personnel</li> </ul>
<b>Pre-existing Disease</b>	means any condition, ailment or injury or related Disease condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter



**UIN: IRDAN152RP0012V03201920/A0007V01202021**

#### **14. Emergency Hotel and Taxi Expenses**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of the payment of an additional premium by the Insured, it is hereby agreed and understood that notwithstanding any other terms contrary under the Policy, the Company will reimburse the amount as mentioned in the Policy Schedule, towards the cost of overnight stay and taxi expenses for returning to your place of residence or to the nearest city from place of accident whichever is nearby if your vehicle has met with an accident and cannot be driven.

##### **Special Conditions:**

- a) The claim under this add on would be payable only if there is a valid and admissible claim under Section I of the policy.
- b) The Company will pay maximum 50% of the Sum Insured opted as mentioned in the policy schedule in any one accident.
- c) Minimum of the actual expenses incurred or amount as per the occurrence limits of the policy would be payable.
- d) Original Bills for Hotel and transportation must be submitted as proof of expenditure.

**UIN: IRDAN152RP0012V03201920/A0008V01202021**

#### **15. EMI Protect**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of the extra premium paid by the Insured, it is hereby understood and agreed that the Company will reimburse the EMI (Equated Monthly Installment) against the outstanding loan of the Insured vehicle upto a maximum amount and for the number of EMI's as mentioned in the Policy Schedule for each completed period of 30 days for which the insured vehicle is under repair arising out of accidental damages provided:

- The vehicle is repaired at a garage authorized by the Company
- For computation of 'completed period of 30 days', the start date will be the day on which the insured vehicle is given to garage for repair and end date will be the day on which intimation regarding delivery of repaired vehicle is given to Insured. Time taken by the garage to commence the repair work, time taken by insured for submission of documents to define claim admissibility or waiting time due to non-availability of spares will not be considered.
- The claim under this add-on shall be paid directly to the financier as mentioned on the schedule, to which the insured vehicle is hypothecated.
- Liability of the Company shall be limited to the EMI amount mentioned in the schedule or the actual EMI prevailing at the time of loss whichever is lower. Also, in no case, Company shall pay an amount higher than the actual amount of loan outstanding against the insured vehicle.



Further,

- The Company would not be liable to pay any claim under this add on cover if the claim under section I is not valid or admissible or if the vehicle has undergone total loss/constructive total loss/cash-loss or theft is reported.
- The Company would not be liable to pay for any EMI amount and/or additional payment which becomes due because of default, non-payment or delayed payment of any amount due to the Bank/Financial Institution.

**UIN: IRDAN152RP0012V03201920/A0009V01202021**

### **16. Courtesy Car Reimbursement**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of the payment of an additional premium by the Insured, it is hereby agreed and understood that notwithstanding any other terms contrary under the Policy, the Company will reimburse to the Insured the actual charges incurred for hiring an alternative transportation/ use of rental car, in case the insured vehicle is in garage for more than 2 days on account of damage arising out of any peril covered under Section I of the Policy subject to the limits as mentioned in the Policy Schedule.

#### **Special Conditions –**

- a) The claim under this add on would be payable only if claim under Section I is valid and admissible
- b) The benefit will not be applicable if the Insured is claiming only for windscreen or glass damage under section I of the policy.
- c) The entitlement of Courtesy Car will start from the following calendar day of the Insured Vehicle reaching the garage for repair & shall end on the day garage/ Company intimates the Insured to take delivery of the Vehicle.
- d) The benefit will not be payable if time required for repair of motor vehicle is upto 2 days
- e) The benefit can be availed for a maximum number of days as opted and specified in the policy schedule.
- f) Documentary proof of expenditure must be submitted.
- g) The vehicle is repaired at a garage authorized by the company
- h) The benefit will be paid on actual upto the per day limit as shown in the Policy Schedule.

**UIN: IRDAN152RP0012V03201920/A0010V01202021**

### **17. Additional Towing Charges**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of the payment of an additional premium by the Insured, it is hereby agreed and understood that notwithstanding any other terms contrary under the Policy, the Company will reimburse the towing charges subject to the limit as specified in the Policy schedule and incurred

by the insured while towing the vehicle to the nearest garage in the event of the insured's vehicle being immobilized or rendered unfit for the purpose of driving on the road due to an accident or mechanical breakdown.

#### **Special Conditions:**

- a) This benefit is over & above the towing charges cover against accidental breakdown as per the standard package policy.
- b) Any charges incurred over and above the limit mentioned for this Add on in the Policy Schedule will be borne by insured only.
- c) Minimum of the actual expenses incurred or amount as per the policy terms & conditions would be payable.
- d) Documentary proof of expenditure incurred towards additional towing charges of the vehicle must be submitted.

**UIN: IRDAN152RP0012V03201920/A0011V01202021**

#### **18. Medical Expenses due to Accident**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of the payment of an additional premium by the Insured, it is hereby agreed and understood that notwithstanding any other terms contrary under the Policy, depending upon the option chosen by the insured the Company will reimburse the actual amount upto the limit as mentioned in the policy schedule to only the registered owner driver of the vehicle OR to all the persons travelling in the vehicle including the owner driver as mentioned in the policy schedule and as per the registered seating capacity (including the registered owner driver) towards medical expenses incurred for the treatment of bodily injury sustained by the covered occupants of the vehicle in direct connection with vehicle insured or whilst mounting and dismounting from or driving or travelling in the insured vehicle and caused by violent, accidental external and visible means.

#### **Important conditions:**

- The claim under this add on would be payable only if claim under Section I is valid and admissible.
- The insured may choose either 'Owner Driver' or 'All Occupants' under this add on & benefit shall be payable only to the persons included as above by the insured.
- The benefit under this add on is NOT payable in case the number of persons/ passengers traveling in the insured vehicle are more than as specified in the registration certificate at the time of occurrence of such incident.
- Minimum 24 hour hospitalization in a hospital as defined under this add-on.
- Submission of hospital discharge summary is required.

#### **Definition for the purpose of this add-on:**

<b>Accident</b>	means sudden, unforeseen and involuntary event caused by external, visible and violent means
<b>Hospital</b>	means any institution established for in-patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulations) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said Act Or complies with all minimum criteria as under: i. has qualified nursing staff under its employment round the clock; ii. has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places; iii. has qualified medical practitioner (s) in charge round the clock; iv. has a fully equipped operation theatre of its own where surgical procedures are carried out v. maintains daily records of patients and will make these accessible to the insurance company's authorized personnel
<b>Pre-existing Disease</b>	means any condition, ailment or injury or related Disease condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter

#### Applicable Exclusions:

- Any expenses for hospitalization due to any pre-existing diseases.
- Any expenses related to a sickness, disease or medical disorder not directly consequential to accident.
- Any expenses towards psychosomatic disorders of any kind, whether caused or accentuated by accident or otherwise.
- Any physiotherapy treatment.
- Any expense not supported by an original and valid bill / receipt and related prescription of the attending Medical Practitioner / Hospital / Nursing Home.
- Any Expenses, if the treatment is started after 5 days from the date of Accident
- Any expense arising or resulting from or traceable to intentional self-injury, suicide or attempted suicide physical defect or infirmity.
- Any expense arising or resulting from or traceable to an accident happening whilst under the influence of intoxicating liquor or drugs.

**UIN: IRDAN152RP0012V03201920/A0012V01202021**

#### 19. Loan Protect

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of the payment of an additional premium by the Insured, it is hereby agreed and

understood that notwithstanding any other terms contrary under the Policy, the Company will pay the outstanding loan amount on the insured vehicle, in case of death of the registered owner driver of the vehicle due to accident of the insured vehicle.

- The company will pay lower of the actual amount outstanding at the time of claim or total outstanding amount as mentioned on the policy schedule subject to condition b) mentioned below.
- The claim under this add-on shall be paid directly to the financier as mentioned on the schedule, to which the insured vehicle is hypothecated.

Further,

- a) The Company would not be liable to pay any claim under this add on cover if the claim under section I is not valid or admissible or if the vehicle has undergone total loss/constructive total loss/cash-loss or theft is reported.
- b) The Company would not be liable to pay for any EMI amount and/or additional payment which becomes due because of default, arrears; non-payment or delayed payment of any amount due to the Bank/Financial Institution.
- c) No Payment shall be made under this add on if the loan is closed / fully paid as on the date of the accident resulting into death of the registered owner driver.

**UIN: IRDAN152RP0012V03201920/A0027V01202021**

## **20. Meter (Switch On/ Switch Off)**

This cover is applicable if it is shown on Your schedule.

In consideration of payment of additional premium, the **METER (SWITCH ON/ SWITCH OFF)** Cover offers the Insured to opt for the coverage as and when the insurance coverage is required for Own Damage Section (Section I coverage against 6, 7 & 9) by turning/selecting “**SWITCH ON**” or “**SWITCH OFF**” coverage through “Mobile App – Meter” and earn reward days for the duration the insured vehicle has remained **INACTIVE** (i.e. in “**SWITCH OFF**” status).

It is mandatory as part of this cover, for the Insured to download and register in the METER Mobile App provided by the Insurer which is designed to track and transmit information about the status of the insurance coverage requirement (**ACTIVE (SWITCH ON)** or **INACTIVE (SWITCH OFF)**) along with the location information. The Insured needs to activate the Mobile App on policy inception day to start the insurance coverage for the Own Damage Section (Section I coverage against 6, 7 & 9).

The Insured can choose to keep the cover ‘**ACTIVE (SWITCH ON)**’ for his car or make it ‘**INACTIVE (SWITCH OFF)**’ by setting the status in his downloaded “Mobile App”. For every continuous period of 24 hours if the status of the cover in the Mobile App remained in “**INACTIVE (SWITCH OFF)**” state, the customer would earn one reward day. These reward days indicate the number of days within the policy period that the Insured did not use/ move the

vehicle out. For every multiple period of 24 hours thereof, the customer would earn multiple ‘**Reward days**’. At the end of the policy period (i.e. after 365 days from the policy inception), the total number of reward days will be calculated and accordingly a percentage of discount is offered during the renewal of the policy as per the below slabs. The given reward day’s discount that is calculated will be over and above the NCB discount.

Below mentioned discount slabs are offered in the expiring policy premium of Own Damage section (OD) (including Add on covers pertaining to the same):

Reward Days	Discount on OD premium
20 – 60	15%
61 – 120	25%
121 – above	40%

At the end of the policy period, the customer can either avail discount in renewal premium or take a premium refund.

The above cover is subject to the following additional conditions:

1. The customer has to mandatorily download and register the Mobile App provided by the Insurer on his/her mobile smartphone to avail the **METER (SWITCH ON/ SWITCH OFF)** Cover.

*Note: In case the Mobile App is not downloaded, then the status of the policy shall be considered as “**SWITCH ON**”/ **ACTIVE** and in such cases, if the vehicle is not in use for more than 24 hours then the Insured is not entitled to receive the reward day, for whatsoever reason it may be.*

2. The status of opting the insurance coverage can be modified/changed to **ACTIVE** or **INACTIVE** only for the Own damage Section (Section I - coverage against 6, 7 & 9).
3. When the App is set to **INACTIVE** state, then any accidental damage to the car in that period is not covered however other covers like – Theft, Fire, Riot & Strike and AOG perils are continually covered throughout the period of the insurance cover without break.
4. The risk coverages of Section II and Section III (if opted) covers mentioned in the policy shall continue throughout the policy period irrespective of the status of insurance coverage opted in the mobile app.
5. Neither reward days discount nor is premium refund offered if any claim is registered and paid in expiring policy.
6. In case any claim occurs post renewal of the policy, discount offered in renewal policy will be recovered from the customer.
7. In case of non-recovery of the discount amount, same will be deducted from expiring policy claim amount.
8. The Insured to take his/her own responsibility of managing the status for opting insurance cover in the Mobile App as per his/her usage or requirement, so that he/she can get the benefits of the cover.
9. The App will record the Car’s location, time, date, distance travelled and time spent stationary.

10. The Insurer reserves the right to call for any additional information to provide the benefits of the cover, in case available data is not sufficient.
11. The benefits of this add-on cannot be transferred to another vehicle or insurer for whatsoever reason may be and no mid-term cancellation of the cover is allowed.
12. To avail the benefits of reward days discount in renewal policy, policy should be renewed within 45 days of expiring date of the expiring policy.

### **EXCLUSIONS (When the Own Damage cover is Switched Off)**

1. Any loss / damage to the vehicle by accidental / external means
2. Damage to the vehicle whilst in transit by road rail inland-waterway lift elevator or air
3. Damage to the vehicle caused by any malicious Act

*Other than the damages caused by Act of God perils like Flood, Earthquake, Lightning, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost and riot & strike.*

**UIN: IRDAN152RP0012V03201920/A0022V01202223**

### **21. Voluntary Deductible Protect**

This cover is applicable if it is shown on Your schedule.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of the payment of an additional premium by the Insured, it is hereby agreed and understood that notwithstanding any other terms contrary under the Policy, on the happening of an insured event as provided for hereunder, arising during the policy period, We will waive the Voluntary Deductible as opted by You and applicable on the policy provided that:

1. In case of a claim, You avail the car repair services through one of our preferred garages.
2. On going to a preferred garage, the Voluntary Deductible as opted by You will be waived off. The complete list of Preferred garages covered is available on Our website [[www.zurichkotak.com/xxxxxx](http://www.zurichkotak.com/xxxxxx)];
3. If you choose to take the vehicle to any garage other than the preferred garages, the Voluntary Deductible as opted by You will be applied as per the policy terms and conditions.
4. This add-on cover is valid only if the Motor Insurance Policy issued by Us is valid during the accident period and the claim is admissible under the said policy terms and conditions.
5. The compulsory deductible amount applicable to the Motor Insurance Policy shall be borne by You.

**UIN: IRDAN152RP0012V03201920/A0025V01202223**

### **22. Battery Protect**

This cover is applicable if it is shown on Your schedule.



In consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to indemnify the Insured for expenses incurred in repair or replacement due to consequential loss/damages arising out of:

- Unexpected power surge while charging the battery
- Water ingress
- Short circuit including but not limited to whilst mounting, dismounting or vehicle charging
- Spontaneous, unexplained, and uncontrolled exothermic electrochemical reactions resulting in explosion of and /or visible flames and or smoke

causing loss or damage to battery, drive Motor/electric Motor and HEV (Hybrid electric vehicle) system, whether it forms part of or taken & fitted separately to the insured vehicle/HEV Battery & BMS.

For the purpose of this add-on cover,

- Consequential loss/damages would mean “the damage more specifically expressed hereinabove caused to an insured vehicle not arising directly from an insured peril but as a direct consequence to the same”.
- Battery would mean an electric-vehicle battery (EVB) (also known as a traction battery) is a battery used to power the drive motor/electric motors of a battery electric vehicle (BEV) or hybrid electric vehicle (HEV). These batteries are usually rechargeable (secondary) batteries, and are typically lithium-ion batteries. These batteries are specifically designed for a high ampere-hour (or kilowatt-hour) capacity. Electric-vehicle batteries differ from starting, lighting, and ignition (SLI) batteries as they are designed to give power over sustained periods of time and are deep-cycle batteries.
- Drive Motor/electric Motor is a motor which is fitted on the axles which converts electric energy into mechanical energy.
- HEV (Hybrid electric vehicle) system - The HEV system contains of Electric motor, DC/DC step down converter, electric generator & power electronics controller.
- In case of an accident, payment under this add-on would be made only when there is evidence of under carriage damage to Battery and resulting into damage to covered parts as mentioned above.
- In case of short circuit while mounting, dismounting or vehicle in charging port resulting into damage/failure to covered parts as mentioned above.

### **Important Conditions:**

This cover is subject to the following additional conditions:

- This add-on cover shall be applicable to the number of Own Damage claims as shown in the Policy Schedule during the policy period and commencing from the policy start date.
- If you make a claim under this add-on cover in the expiring policy, the No Claim Bonus applicable will be zero for the renewal policy.



- Mid-term addition of this add on shall not be allowed.
- If Depreciation Cover add-on is opted under the base policy, then depreciation shall not be deducted at the time of claim settlement under this add-on.
- In case of ownership transfer of the vehicle, the coverage under this add-on shall be valid for the new owner also.

### **Applicable Exclusions:**

The Company would not be liable for:

- Any claim where the subject matter of claims is covered under manufacturer's warranty.
- Goodwill compensation and costs incurred in the recall campaigns of the manufacturer.
- Any claims related to loss or damage due to wear and tear.
- Any Claim reported after 30 days shall not be covered.
- Any claim where battery or charger used are not of Authorized OEM.
- Any claim where charging is not done as per the guidelines of OEM.
- Any claim where battery is already dead due to untimely charging or any other purpose.
- Any claim where the repair has been carried out without prior approval from the Company.
- Vehicle stopped due to over discharge of batteries and is not plugged for charge within 24 hours from the time of stoppage.
- This add-on cover shall not apply if the car or any part thereof is repaired or altered otherwise than in accordance with the standard repair procedure or by any Modification, Alteration, Dis-assembly, Repair or Replacement by unauthorized person/repairer.

Subject otherwise to the terms, conditions and limitations of the Policy.

**UIN: IRDAN152RP0012V03201920/A0004V01202324**

### **23. Clutch Protect**

This cover is applicable if it is shown on Your schedule.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to indemnify the Insured for expenses incurred on the repair or replacement of the Clutch plate (up to the maximum Sum Insured as mentioned in the Policy Schedule) due to the Insured vehicle being immobilized due to clutch burn.

General Terms & Conditions:

1. With respect to this Add-on cover, only those losses which are not due to external or accidental means will be covered.

2. A claim can be made under this Add-on irrespective of whether a claim is applicable under Base Private Car Comprehensive Package Policy/ Private Car OD Only Policy.
3. A claim under this Add-on cover would impact the No Claim Bonus under the Base Policy covering the insured's vehicle.
4. Mid-term addition of this Add on shall not be allowed.
5. Depreciation will be applicable under this Add-on cover irrespective of whether or not depreciation cover Add-on is availed under the base policy.
6. In case of ownership transfer of the vehicle, the coverage under this Add-on shall not be transferred to the new owner except in case of legal heir or employer to employee.
7. Any claim which is notified to the Company after 30 days of the happening of loss or damage provided that the Company may, in its sole discretion, condone the delay in notification of claim on merit if the Insured provides the Company with the reasons for delay in writing.
8. This Add-on cover shall be applicable to the number of claims as shown in the Policy Schedule during the policy period and commencing from the policy start date and up to the Sum Insured limit as specified.

**General Exclusions:**

The Company shall not be liable under this Endorsement in respect of:

1. A standard deductible as mentioned in the Policy Schedule will be applicable for each and every claim under this Add-on cover.
2. This Add-on cover cannot be availed during the first 30 days of policy inception.
3. Cost of consumables like nuts, bolts, grease, etc.
4. Any claims in respect of an insured vehicle which is being used for the purpose of racing, rallying, motor-sports, or is not being used/driven in accordance with applicable laws and regulations.
5. In the event of complete loss of the insured vehicle (Constructive Total Loss or Total Loss) as declared under the Policy, no payment shall be made under this Endorsement.
6. Any claim where the subject matter of claims is covered under manufacturer's warranty.
7. Goodwill compensation and costs incurred in the recall campaigns of the manufacturer.
8. This Add-on cover shall not apply if the car or any part thereof is repaired or altered otherwise than in accordance with the standard repair procedure or by any Modification, Alteration, Dis-assembly, Repair or Replacement by unauthorized person/repairer.

**UIN: IRDAN152RP0012V03201920/A0128V01202425**

## **24. Pay As You Drive**

If You have opted for this Add on Cover, You declare and agree that You will run the Insured Vehicle upto the maximum number of Kilometers, as per plan opted by You and mentioned in the Policy Schedule, during the policy period.

- The Add-on would be offered with Base product, covering different Kilometer ranges as opted by the Insured. Insured will have an option to top-up for additional Kilometers (by paying additional premium) once the Kilometers opted in the Initial plan is exhausted during the policy period.
- The Premium charged for the insurance of the base motor vehicle would depend on the usage i.e., Kilometers clocked or estimated Kilometers to be clocked during the tenure of the policy.
- The Kilometer based plan (initial & top-ups) would cover only the perils against Own Damage Section i.e. Section I of the policy.
- The Add-on will be effective for the same period as the Own Damage Section i.e. Section I, (this Add-on has no impact on theft) of the policy unless and until stated other-wise, however coverage in the policy would be valid only when purchased Kilometers remains partially or fully un-used at the time of occurrence of loss.

#### Terms of PAYU coverage:

- a) This Add-on is offered on Kilometer based usage, i.e. the premium will be charged based on opted plans of different Kilometer ranges.
- b) You can opt for any offered Kilometer range as per your requirement. If the initially purchased Kilometers are exhausted, You may top-up the add-on (from the available top-up options) at any time during the policy period, subject to payment of additional premium thereto.
- c) Any claim reported under Section I (including claims resulting from catastrophic events) of the policy after exhaustion of purchased Kilometers (initial or top-up) will not be covered. However, keeping practical scenarios in view, 250 (Two hundred fifty) grace Kilometers would be offered after exhaustion of purchased Kilometers (only for accident cases & not for theft cases). If the vehicle is not driven more than 250 Kms after exhaustion of the purchased plan the claim made would still be registered subject to payment of premium for top-up after the loss and within the currency of the policy.
- d) You should ensure that the number of Kilometers driven at any point during the policy tenure or at the point of claim is easily ascertainable through use of technology or through readings in vehicles odometer or through any other available means. Any act of tempering with such devices or readings, or any act which renders such devices non-functional would make the policy/Add-ons/covers null and void and may lead to repudiation of claims made. If the device is rendered non-functional or is malfunctioning is observed due to any defect in the device (caused by wear & tear or manufacturing defect), You should bring the same to the notice of Insurer immediately.
- e) NCB as per applicable rate would be provided to the Insured for the initial Km based purchase of package and also on top-up Kms repurchased there-after during the same policy period irrespective of claim in the running policy.
- f) In case of transfer of ownership endorsement, the New Owner would be eligible for the un-used number of Kms left in the purchased plan along with the TP/PA part of the policy if applicable. Additional premium towards NCB and other charges may be applicable as per the provisions of Indian Motor Tariff applicable to the base product.
- g) The Company may cancel the policy as prescribed in the base policy by sending seven days' notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium for un-used Kms of last purchased plan, whether initial

and/or top-up (and not for any accumulated Kms carried forward from previous year's policy). The Insured may opt to cancel the policy by giving the company 7 days' notice in writing. All cancellations shall be subjected to refund scale and minimum premium retention as per the Motor Own Damage policy on which this Cover is attached. No refund shall be allowed in the event of cancellation after the utilization of 80% of opted Kilometer opted, including Top Up Limit (if any). Grace kilometers shall not be included for the computation of such utilized percentage

However, no refund would be provided if cancellation is initiated by Insured in last 30 days of the policy period.

In scenarios where cancellation of the policy is necessitated by virtue of Total Loss, Total theft or Constructive total loss, no refund would be made towards the Own-Damage premium.

Return of the premium by the company will be subject to retention of the minimum premium of ₹ 100/- (or ₹ 25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/ mentally challenged persons) per year.

Where the ownership of the vehicle is transferred, the policy stands cancelled automatically.

All other provisions and regulations related to Cancellation would be same as applicable to the base product

**UIN: IRDAN152RP0012V03201920/A0184V01202526**

## **25. EV Protect**

This cover is applicable if it is shown on Your schedule.

### **Part I**

#### **Battery & BMS Cover -**

This cover is applicable if it is shown on Your schedule. In consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to indemnify the Insured for expenses incurred in repair or replacement due to consequential loss/damages arising out of:

- 1 Unexpected power surge or Electrical leakage while charging the battery
- 2 Water ingress or Moisture buildup
- 3 Short circuit including but not limited to whilst mounting, dismounting or vehicle charging
- 4 Spontaneous, unexplained, and uncontrolled exothermic electrochemical reactions resulting in explosion of and /or visible flames and or smoke causing loss or damage to the battery, BMS or any other related part of the electric vehicle based on the type of the electric vehicle.
5. Self heating or arcing.
6. Leakage of any liquids of the Battery, or any other related parts of the same.

**The following are the types of Electric Vehicle: -**

- (a) Battery Cover for Battery Electric Vehicle (BEV)
- (b) Battery Cover for Plug-in Hybrid Electric Vehicle (PHEV)
- (c) Battery Cover for Hybrid Electric Vehicle (HEV)
- (d) Fuel Cell Electric Vehicle (FCEV)

**From the above options, if Your type of Electric Vehicle is either option (c) or option (d) then you won't be able to opt for any covers from Part III as specified in the policy schedule.**

**Applicable Exclusions**

In addition to the exclusions outlined under Car Secure – OD Only Policy, The Company would not be liable for:

- 1. Any claim where the repair/replacement of parts is covered under any other type of insurance policy with any other insurer or the manufacturer's warranty.
- 2. Goodwill compensation and costs incurred in the recall campaigns of the manufacturer.
- 3. Any claims related to loss or damage due to wear and tear, storage and transportation.
- 4. Any claims where any accessories/attachments used are not supplied along with the Insured Vehicle as Original Equipment fitments by the Authorized OEM.
- 5. Any claim where charging is not done as per the guidelines of OEM.
- 6. Any claim resulting from the use of dead battery due to untimely charging, discharge or any other purpose.
- 7. Any damage that results from neglect of periodic maintenance as specified by the manufacturer or not carried out at an authorized dealer/service centre of the manufacturer or any damage where the repair has been carried out without prior approval from the Company.
- 8. Vehicle stopped due to over discharge of batteries and is not plugged for charge within 24 hours from the time of stoppage.
- 9. Any damage resulting from operating methods that deviate from those outlined in the owner's manual or usage exceeding the limitations specified by the manufacturer, such as maximum load, passenger capacity, speed, or other performance modifications.
- 10. Where reasonable care as prescribed by the OEM has not been taken by the Insured to prevent loss or damage to the Insured Vehicle.
- 11. Any loss or damage caused either wilfully, knowingly, or through negligence by the Insured, their Employees, or Family Members.
- 12. Any loss or damage arising out of poor workmanship.
- 13. Any costs related to towing, transportation cost, safeguarding, and/or repair and replacement labour charges resulting from loss of or damage under this cover.
- 14. Caused through cyber risks; loss, damage, destruction, distortion or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 15. Any loss after the vehicle has been serviced/handled by unauthorized service centre or personnel.
- 16. Loss or damage including corrosion due to delay in intimating the Company or delay in retrieval of the Insured Vehicle from the waterlogged area.
- 17. Any loss in case of Constructive Total Loss/ Total Loss of the Insured Vehicle.

18. Any claim which is notified after 30 days of the loss or damage. The Company may, at its sole discretion, condone the delay in notification of claim on merits based on the reason for delay furnished by the Insured to the Company in writing.

19. This add-on cover shall not apply if the car or any part thereof is repaired or altered otherwise than in accordance with the standard repair procedure or by any Modification, Alteration, Disassembly, Repair or Replacement by unauthorized person/repairer. Subject otherwise to the terms, conditions and limitations of the Policy.

## **Part II**

### **Motor Cover: -**

This cover is applicable if it is shown on Your schedule. In consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to indemnify the Insured for expenses incurred in repair or replacement resulting from consequential loss or damage to internal components of the Vehicle, including the differential and transmission units. Subject otherwise to the terms, conditions, limitations and exceptions of the policy.

The aforementioned damage is direct of any of the following events:

- i. Water ingress or Moisture buildup into electric motor, differential or transmission units or
- ii. Leakage of Motor Coolant or any other liquids from the Vehicle including the transmission units
- iii. Short circuits
- iv. Self-heating or arcing
- v. Unexpected power surge or Electrical leakage.
- vi. Spontaneous, unexplained or uncontrolled exothermic electrochemical reactions resulting in explosion of & or visible flames and or smoke from Motor or any other related part or smoke from the Battery, BMS or any other related part.

### **Applicable Exclusions**

In addition to the exclusions outlined under Car Secure – OD Only Policy, The Company would not be liable for:

1. Damages resulting from regular wear and tear
2. Any loss or damage that falls under any other insurance policy or the manufacturer's warranty, recall campaigns, or is part of routine maintenance.
3. Damages incurred while participating in adventurous activities or those not endorsed by the manufacturer's guidelines.
4. Damages arising from the installation of electrical equipment not originally provided by the manufacturer.
5. Any expenses related to servicing, maintenance, adjustments, or tuning.
6. Claims for damages where repairs were conducted without prior authorization from the Company.



7. Damages caused by operating the vehicle beyond its authorized weight limit or passenger capacity.
8. Any increase in loss or damage, including corrosion, due to delays in notifying the Company or retrieving the vehicle from a waterlogged area.
9. Any loss in case of Constructive Total Loss/ Total Loss of the Insured Vehicle.
10. Any loss of damage where minimum required reasonable care has not been taken by the Insured to protect the further loss or damage.
11. Any Claim where the repair has been carried out without prior approval from the Company.
12. Any claim which is notified after 30 days of the loss or damage. The Company may, at its sole discretion, condone the delay in notification of claim on merits based on the reason for delay furnished by the Insured to the Company in writing.

### **Important Conditions: -**

It is required that:

1. The Vehicle has been transported or towed to garage within number of days after the water has receded from the waterlogged area, as stated in the policy schedule.
2. The Insured has taken all reasonable measures, precautions and safeguards to prevent any loss or damage and to mitigate and further loss, once the damage to the Insured vehicle has been sustained and observed by the Insured.
3. The Number of claims to be admissible in a policy period is as specified in the policy schedule.
4. Depreciation shall be applicable as per own damage section of the base policy and as specified in the Policy Schedule

Claims under this Cover are admissible only if:

1. In case of water damage, there is evidence that the Insured Vehicle was submerged, parked, or stranded in a waterlogged area.
2. In case of Motor Coolant leakage, there is visible evidence of accidental damage to the electric motor or its respective assembly.

### **Part III**

#### **Charger Cover: -**

This Cover shall be applicable if it is shown on Your Schedule. In consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to indemnify the Insured for expenses incurred in repair or replacement to associated components / accessories as defined, arising: due to consequential loss or damage to:



1. Bites caused by rodents/animals (Only covered if the charging cable, adapter and/or its components are inside the car during the time of loss)
2. Theft (Only covered if the charging cable, adapter and/or its components are inside the car during the time of loss)
3. Impact of foreign bodies.
4. Damage due to power fluctuation or unexpected power surge or Electrical leakage.
5. Short circuits.
6. Self-heating or arcing.
7. Water ingress or Moisture buildup.
8. Leakage of any liquids in the Charger or any other related parts of the Charger.
9. Spontaneous, unexplained or uncontrolled exothermic electrochemical reactions resulting in explosion of & or visible flames and or smoke from the Charger or any other related parts of the Charger.

For the,

(a) Charging Cable (Coverage applies only if the charging cable was purchased as part of the vehicle or as a direct replacement from the manufacturer. Cables purchased separately are not covered unless they are direct manufacturer replacements)

And

Any integral component of the Charging cable, Fixed charging unit, and/or Adapter

(b) Fixed Charging Unit (Wall unit/Wall box charger) that was purchased with the Vehicle and permanently installed at the Insured's Communication address as mentioned on the Policy Schedule

(c) Adapter

**The customer can opt for any combinations of (a), (b) and (c).**

**The cost of the charger and its components (if any) should be mentioned in the Invoice at the time of purchase of the vehicle.**

### **Applicable Exclusions**

In addition to the exclusions outlined under Car Secure – OD Only Policy, The Company would not be liable for:

1. Any loss or damage resulting from the manufacturer's negligence, defects in manufacturing, or faulty workmanship.
2. Damage caused by using the power charger in ways, other than those mentioned in the owner's manual or use beyond the limitations as specified by manufacturer or the OEM including the use of chargers and/or cables that do not meet manufacturer specifications.
3. Any installation or reinstallation performed by personnel who are not authorized.
4. Damages resulting from interference with the charger or charging infrastructure.
5. Loss or damage to the charger due to a malfunctioning battery or its components.
6. Any loss or damage resulting from wilful acts or negligence on the part of the Insured.
7. Damage due to normal wear and tear or any mechanical or electrical breakdown.
8. Losses where the claim subject is also covered by another insurance policy with a different insurer, including any manufacturer's warranty or recall campaign.

9. Loss or damage to accessories related to the charger that were not included when the charger was purchased by the Insured, including where charging accessories are used for commercial or Hire or Reward purpose.
10. Any kind of consequential, public and/or Third-party liability for bodily injury and/or death and/ or property damage arising out of the charging cable and any integral components of the Charging cable, Fixed charging unit and/or Adapter and/or the Fixed charging unit and/or the Adapter
11. Costs incurred for maintaining the charger, including parts replaced during maintenance.
12. Loss or damage caused by water, corrosion, rust, dents, scratches, blockages, dust or any other normal wear and tear.
13. Damages resulting from services performed by personnel from unauthorized workshops.
14. Any loss in case of Constructive Total Loss/ Total Loss of the Insured Vehicle.
15. Any loss of damage where minimum required reasonable care has not been taken by the Insured to protect the further loss or damage.
16. Any Claim where the repair has been carried out without prior approval from the Company.
17. Any claim which is notified after 30 days of the loss or damage. The Company may, at it's sole discretion, condone the delay in notification of claim on merits based on the reason for delay furnished by the Insured to the Company in writing.

#### **Important Conditions**

This cover is subject to the following additional conditions:

1. If, the Insured purchases an additional charger at the time of Policy inception or at any time during the Policy Year/Policy Period, the Company shall, for an additional premium, extend coverage to such additional charger provided that said charger has been purchased from the Original Equipment Manufacturer (OEM) and the installation address has been duly endorsed on the Policy Schedule.
2. The Maximum liability of the Company under this Cover shall not exceed the amount specified in the Policy Schedule during the Policy Period. This Cover is subject to the terms, conditions, limitations and expectations of the Policy.
3. The number of claims admissible under this Cover during the Policy Period shall be as specified in the Policy Schedule.

#### **The following Conditions will be common to Part I, Part II and Part III**

This cover is subject to the following additional conditions:

1. This add-on cover shall be applicable to the number of Own Damage claims as shown in the Policy Schedule during the policy period and commencing from the policy start date.
2. If you make a claim under this add-on cover in the expiring policy, the No Claim Bonus applicable will be zero for the renewal policy.
3. Mid-term addition of this add on shall not be allowed.
4. If Depreciation Cover add-on is opted under the base policy, then depreciation shall not be deducted at the time of claim settlement under this add-on.

5. In case of ownership transfer of the vehicle, the coverage under this add-on shall be valid for the new owner also. **The customer can choose any combinations of Part I, Part II and Part III based on the applicability of the same subject to the terms, conditions, limitations, and exceptions of the Policy.**

**UIN : IRDAN152RP0012V03201920/A0197V01202526**

## INDIA MOTOR TARIFF – ENDORSEMENTS

### IMT. 1. Extension of Geographical Area

In consideration of the payment of an additional premium of Rs.....it is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary the Geographical Area in this Policy shall from the ... /... /..... to the ... /... /.....(both days inclusive) be deemed to include.\*

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured/ injury to its occupants / third party liability in respect of the vehicle insured during sea voyage / air passage for the purpose of ferrying the vehicle insured to the extended geographical area.

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

NOTE: \*Insert Nepal/ Sri Lanka/ Maldives/ Bhutan/ Pakistan/Bangladesh as the case may be.

### IMT. 2. Agreed Value Clause

(Applicable only to Vintage Cars)

It is hereby declared and agreed that in case of TOTAL LOSS/CONSTRUCTIVE TOTAL LOSS/CASH-LOSS of the Vintage Car insured hereunder due to a peril insured against, the amount payable will be the Insured's Declared Value (IDV) of the vehicle as mentioned in the Policy without deduction of any depreciation.

It is further declared and agreed that in case of partial loss to the vehicle, depreciation on parts replaced will be as stated in Section I of the Policy.

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

### IMT. 3. Transfer of Interest

It is hereby understood and agreed that as from...../...../..... the interest in the policy is transferred to and vested in .....of ..... carrying on or engaged in the business or profession of ..... who shall be deemed to be the insured and whose proposal and declaration dated ..... /...../..... shall be deemed to be incorporated in and to be the basis of this contract.

Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this policy has been vested in any previous Insured shall accrue to the benefit of.

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

### IMT. 4. Change of Vehicle

It is hereby understood and agreed that as from ..... /...../..... the vehicle bearing Registration Number ..... is deemed to be deleted from the Schedule of the Policy and the vehicle with details specified hereunder is deemed to be included therein-

Registration No	Engine /Chassis No	Make	Type of Body	CC	Year of Manufacture	Seating capacity including Driver	IDV

In consequence of this change, an extra / refund premium of Rs..... is charged/ allowed to the insured.

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

### IMT. 5. Hire Purchase Agreement

It is hereby understood and agreed that..... (hereinafter referred to as the Owners) are the Owners of the vehicle insured and that the vehicle insured is subject of an Hire Purchase Agreement made between the Owners on the one part and the insured on the other part and it is further understood and agreed that the Owners are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

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

### IMT. 6. Lease Agreement

It is hereby understood and agreed that..... (hereinafter referred to as the Lessors) are the Owners of the vehicle insured and that the vehicle insured is the subject of a Lease Agreement made between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Lessors as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this policy is issued to the insured namely ..... as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors, of his rights benefits and claims under this policy and further nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

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

#### **IMT. 7. Vehicles subject to Hypothecation Agreement**

It is hereby declared and agreed that the vehicle insured is pledged to / hypothecated with..... (hereinafter referred to as the Pledgee) and it is further understood and agreed that the Pledgee is interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the Insured or the Insurer respectively under or in connection with this Policy or any term, provision or condition thereof.

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

#### **IMT. 8. Discount for Membership of Recognised Automobile Associations**

(PRIVATE CARS AND MOTORIZED TWO WHEELERS ONLY)

It is hereby understood and agreed that in consideration of insured's membership of .....\*\* a discount in premium of Rs.....\* is allowed to the insured hereunder from ... /... /.....

It is further understood and agreed that if the insured ceases to be a member of the above mentioned association during the currency of this Policy the insured shall immediately notify the insurer accordingly and refund to the insurer a proportionate amount of the discount allowed on this account for the unexpired period of the cover.

Subject otherwise to the terms exceptions conditions and limitations of the policy

NOTE:

1. \* For full policy period, the full tariff discount to be inserted. For mid-term membership, prorata proportion of the tariff discount for the unexpired policy period is to be inserted.

2. \*\* Insert name of the concerned Automobile Association.

#### **IMT. 9. Discount for Vintage Cars**

(Applicable for Private Cars only)

It is hereby understood and agreed that in consideration of the insured car having been certified as a Vintage Car by the Vintage and Classic Car Club of India, a discount of Rs.....\* is allowed to

The insured from..... /..... /.....

Subject otherwise to the terms exceptions conditions and limitations of the policy

NOTE:

\*Amount calculated as per tariff provision is to be inserted. For mid-term certification as Vintage Car pro-rata proportion of tariff discount for the unexpired period is to be inserted.

### **IMT. 10. Installation of Anti-Theft Device**

(Not applicable to Motor Trade Policies)

In consideration of certification by .....\* that an Anti-Theft device approved by Automobile Research Association of India (ARAI), Pune has been installed in the vehicle insured herein a premium discount of Rs.....\*\* is hereby allowed to the insured.

It is hereby understood and agreed that the insured shall ensure at all times that this Anti-theft device installed in the vehicle insured is maintained in efficient condition till the expiry of this policy.

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

NOTE:

1. \* The name of the certifying Automobile Association is to be inserted.
2. \*\* Premium discount calculated as per tariff provision is to be inserted. For mid-term certification of installation of Anti-Theft device pro-rata proportion of tariff discount for the unexpired period is to be inserted.

### **IMT. 11.A. VEHICLES LAID UP**

( Lay up period declared )

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that from .../ .../..... to.../ .../..... the vehicle insured is laid up in garage and not in use and during this period all liability of the insurer under this policy in respect of the vehicle insured is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS, in consideration whereof

- a) # the insurer will deduct from the next renewal premium the sum of Rs.....\* and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.
- b) # the period of insurance by this policy is extended to ...../...../..... in view of the payment of an additional premium of Rs .....\*\*

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

NB.1. # To delete (a) or (b) as per option exercised by the insured.



NB.2. \* The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay up periods is to be inserted.

NB.3 \*\* The proportionate premium required for Fire and / or Theft cover for the vehicle for the laid – up period is to be inserted .

NB.4. In case of Liability Only Policies the words in CAPITALS should be deleted.

NB.5. In case of policies covering Liability Only and

(a) Fire risks, the words “ BURGLARY HOUSEBREAKING OR THEFT” are to be deleted;

(b) Theft risks, the words” “FIRE EXPLOSION SELF IGNITION OR LIGHTNING ” are to be deleted.

(c) Fire **and** Theft risks no part of the words in capitals are to be deleted.

### **IMT. 11. B. Vehicles Laid Up**

(Lay-up period not declared)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that as from..... /..... /..... the vehicle no. .... insured hereunder is laid up in garage and not in use and liability of the insurer under this policy in respect of the said vehicle is suspended **SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS.**

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

NOTE:

1. In case of Liability Only Policies the words in CAPITALS should be deleted.

2. In case of policies covering Liability Only and

a) Fire risks, the words 'BURGLARY HOUSEBREAKING OR THEFT' are to be deleted;

b) Theft risks, the words 'FIRE EXPLOSION SELF IGNITION OR LIGHTNING' are to be deleted.

c) Fire and Theft risks no part of the words in capitals are to be deleted.

### **IMT. 11. C. Termination of the Undeclared Period of Vehicle Laid up**

It is hereby understood and agreed that the insurance by this Policy in respect of vehicle no. .... insured hereunder is reinstated in full from..... /..... /..... and the Endorsement IMT 11(B) attaching to this policy shall be deemed to be cancelled. It is further agreed that in consideration of the period during which the vehicle no. .... has been out of use

a) #The insurer will deduct from the next renewal premium the sum of Rs.....\* and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.

b) #The period of insurance by this policy is extended to ....//....//..... in view of the payment of an additional premium of Rs.....\*\*

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

NOTE:

1. # To delete (a) or (b) as per option exercised by the insured.

2. \*The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay-up periods is to be inserted.
3. \*\*The proportionate premium required for Fire and / or Theft cover for the vehicle for the laid-up period is to be inserted.

#### **IMT. 12. Discount for Specially Designed/Modified Vehicles for the Blind, Handicapped and Mentally Challenged Persons**

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the vehicle insured being specially designed /modified for use of blind, handicapped and mentally challenged persons and suitable endorsement to this effect having been incorporated in the Registration Book by the Registering Authority, a discount of 50% on the Own Damage premium for the vehicle insured is hereby allowed to the insured.  
 Subject otherwise to the terms exceptions conditions and limitations of the policy.

#### **IMT. 13. Use of Vehicle within Insured's Own Premises**

(Applicable to all classes except as otherwise provided in the tariff )

It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while the vehicle is being used elsewhere than in the insured's premises except where the vehicle is specifically required for a mission to fight a fire.

For the purposes of this endorsement 'Use confined to own premises' shall mean use only on insured's premises to which public have no general right of access.

#### **IMT.14. USE OF VEHICLE CONFINED TO SITES**

(Applicable to Goods Carrying Vehicles)

It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while it is being used elsewhere than on site to which the public have no general right of access and the vehicle is not required to be registered under the Motor Vehicles Act, 1988.

#### **IMT. 15. Personal Accident Cover to the Insured or any Named Person other than Paid Driver or Cleaner**

{Applicable to private cars including three wheelers rated as private cars and motorized two wheelers with or without side car [not for hire or reward]}

In consideration of the payment of an additional premium 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 in direct connection with the vehicle insured or whilst mounting and dismounting from or traveling in vehicle insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence 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%

Provided always that

1) Compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs. ....\* during any one period of insurance in respect of any such person.

2) No compensation shall be payable in respect of death or 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 only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

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

#### **IMT. 16. Personal Accident to Unnamed Passengers other than Insured and the Paid Driver and Cleaner**

{For vehicles rated as Private cars and Motorised two wheelers (not for hire or reward) with or without side car}

In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injuries hereinafter defined sustained by any passenger other than the insured and/or the paid driver attendant or cleaner and/or a person in the employ of the insured coming within the scope of the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in the insured motor car and caused by violent, accidental, external and visible means which independently of any other cause shall within three calendar months of the occurrence 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%

Provided always that:

- 1) Compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs....\* during any one period of insurance in respect of any such person.
- 2) No compensation shall be payable in respect of death or 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 only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.
- 4) Not more than....\*\* persons/passengers are in the vehicle insured at the time of occurrence of such injury.

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

NOTE:

1. \* The Capital Sum Insured (CSI) per passenger is to be inserted.
2. \*\* The registered sitting capacity of the vehicle insured is to be inserted.

#### **IMT. 17. Personal Accident Cover to Paid Drivers, Cleaners and Conductors**

(Applicable to all classes of vehicles)

In consideration of the payment of an additional premium, it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the paid driver/cleaner/conductor in the employ of the insured in direct connection with the vehicle insured whilst mounting into dismounting from or traveling in the insured vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence 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%

Provided always that

- 1) Compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs.....\* during any one period of insurance in respect of any such person.

2) No compensation shall be payable in respect of death or 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 only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

**NOTE:** \* The Capital Sum Insured (CSI) per person is to be inserted.

### **IMT.18. PERSONAL ACCIDENT TO UNNAMED HIRER AND UNNAMED PILLION PASSENGERS**

(Applicable to Motorised Two wheelers with or without side Car)

In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer undertakes to pay compensation to any unnamed hirer/ driver/any unnamed pillion/ sidecar passenger\* on the scale provided below for bodily injury caused by violent, accidental, external and visible means whilst mounting into/onto and/or dismounting from or traveling in/on the vehicle insured which independently of any other cause shall within three calendar months of the occurrence of such injury results in :-

<b>Nature of Injury</b>		<b>Scale of compensation</b>
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:

(1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs. ....\*\* during any one period of insurance in respect of any such person.

(2) no compensation shall be payable in respect of death or 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 only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

(4) not more than .... persons/passengers are in the vehicle insured at the time of occurrence of such injury.

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

\* Delete if P.A. cover for unnamed pillion /side car passenger is not taken.

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

#### **IMT.19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY**

Notwithstanding anything to the contrary contained in this policy it is hereby understood and agreed that in the event of loss or damage to the vehicle insured and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle insured is held for repair or in the event of the insurer exercising the option under ....., \* to pay in cash the amount of the loss or damage the liability of the insurer in respect of any such part shall be limited to :-

(a) (i) the price quoted in the latest catalogue or the price list issued by the Manufacturer or his Agent for the country in which the vehicle insured is held for repair less depreciation applicable; OR

(ii) if no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy; and

(b) the reasonable cost of fitting such parts.

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

\* Insert "Condition 3" in the case of the Private Car and Motorsied Two Wheeler Policies and "Condition 4" in the case of Commercial Vehicles Policy.

#### **IMT.20. REDUCTION IN THE LIMIT OF LIABILITY FOR PROPERTY DAMAGE**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the insurers liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to the insured or held in trust or in custody or control of the insured

In consideration of this reduction in the limit of liability a reduction in premium of Rs.....\* is hereby made to the insured .

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

\*To insert Rs.50 for Two wheelers, Rs.100 for private cars Rs.150 for Commercial Vehicles – three wheelers and taxis or Rs.200 for Commercial Vehicles (excluding three wheelers and taxis).

#### **IMT. 21. SPECIAL EXCLUSIONS AND COMPULSORY DEDUCTIBLE**

(Applicable to all Commercial Vehicles excluding taxis and motorized two wheelers carrying passengers for hire or reward.)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that  
**(a) Special Exclusions**

except in the case of Total Loss/cash-loss of the vehicle insured, the insurer shall not be liable under Section I of the policy for loss of or damage to lamps tyres tubes mudguards bonnet side parts bumpers and paint work.



**(b) Compulsory Deductible.**

in addition to any amount which the insured may be required to bear under para (a) above the insured shall also bear under section I of the policy in respect of each and every event (including event giving rise to total loss/constructive total loss/cash-loss) the first Rs.....\* of any expenditure (or any less expenditure which may be incurred) for which provision is made under this policy and/or of any expenditure by the insurer in the exercise of its discretion under Condition No.4 of this policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

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

. \* to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.

**IMT.22. COMPULSORY DEDUCTIBLE**

(Applicable to Private Cars, three wheelers rated as private cars, all motorized two wheelers, taxis, private car type vehicle plying for public/private hire, private type taxi let out on private hire)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss/cash-loss) the first Rs....\* (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no ...\*\* of this policy .

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

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

\* (i) to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.

(ii) in respect of a vehicle rated under the Tariff for Private Car and in respect of a motorised two wheeler not carrying passengers for hire or reward, if any deductible in addition to the compulsory deductible provided in this endorsement is voluntarily borne by the insured, the sum representing the aggregate of the compulsory and the voluntary deductibles is to be inserted.

\*\* to insert Condition no 3 in respect of a vehicle rated under Tariff for Private Car / Two wheelers or Condition no 4 in respect of a vehicle rated under the Tariff for Commercial Vehicles.



**IMT 22A. VOLUNTARY DEDUCTIBLE**

(For private cars/motorized two wheelers other than for hire or reward)

It is by declared and agreed that the insured having opted a voluntary deductible of Rs. ....\* a reduction in premium of Rs. ....\*\* under Section 1 of the policy is hereby allowed.

In consideration of the above, it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss/cash-loss ) the first Rs.....\*\*\* (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no ....# of this policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

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

\* To insert voluntary deductible amount opted by the insured under tariff for Private car / tariff for motorised two wheeler.

\*\* To insert appropriate amount relating to the voluntary deductible opted as per the provision of tariff for Private car / tariff for motorised two wheelers.

\*\*\* To insert aggregate amount of voluntary deductible opted and the compulsory deductible applicable to the vehicle insured as in G.R. 40.

# To insert policy condition No. 3 of the tariff for private car / tariff for motorised two wheelers.

**IMT 23. COVER FOR LAMPS TYRES / TUBES MUDGUARDS BONNET /SIDE PARTS BUMPERS HEADLIGHTS AND PAINTWORK OF DAMAGED PORTION ONLY .**

(For all Commercial Vehicles)

In consideration of payment of an additional premium of Rs.....\*, notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that subject to conditions (a) (b) and (c) hereunder loss of or damage (excluding theft under any circumstances) to lamps tyres/tubes mudguards bonnet/side parts bumpers headlights and paintwork of damaged portion only is covered provided the vehicle is also damaged at the same time.

Subject to:

(a) Depreciation as per schedule provided in Section 1 of the policy. It is further understood and agreed that in respect of paint work for the damaged portion only (as referred to above) shall also be as per schedule provided in Section 1 of the policy.

(b) In addition to any amount which the insured may be required to bear under para (a) above, the insured shall also bear 50% of the assessed loss in respect of each and every claim under this Endorsement.

(c) It is also understood that no deductible other than those mentioned in (a) and (b) above shall be applicable in respect of a claim which become payable under this Endorsement.

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

\* To insert the sum arrived at as per the provisions of G.R.40. NB.3. of the Tariff.

#### **IMT.24. ELECTRICAL / ELECTRONIC FITTINGS**

(Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle – Package Policy only)

In consideration of the payment of additional premium of Rs....., notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against loss of or damage to such electrical and/or electronic fitting(s) as specified in the schedule whilst it/these is/are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section.1 of the policy.

The insurer shall, however, not be liable for loss of or damage to such fitting(s) caused by/as a result of mechanical or electrical breakdown.

Provided always that the liability of the insurer hereunder shall not exceed the Insured's Declared Value (IDV) of the item.

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

#### **IMT.25. CNG/LPG KIT IN BI-FUEL SYSTEM**

(Own Damage cover for the kit )

In consideration of the payment of premium of Rs.....\* notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured in terms conditions limitations and exceptions of Section 1 of the policy against loss and/or damage to the CNG/LPG kit fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the policy.

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

\* To insert sum arrived at in terms of G.R.42.

#### **IMT.26. FIRE AND/OR THEFT RISKS ONLY**

(Not applicable for Miscellaneous and Special Types of vehicles rateable under Class -D and Motor Trade Policies under Classes- E, F and G of the Commercial Vehicles Tariff )

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section II of the Policy is deemed to be cancelled and under Section I thereof the insurer shall only be liable to indemnify the insured against loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils whilst the vehicle is laid up in garage and not in use.

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

NB.(i) In case of **Fire Risk** only, the words “burglary housebreaking theft” are to be deleted.

NB.(ii) In case of **Theft Risk** only, the words “fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils” are to be deleted.

#### **IMT. 27. LIABILITY AND FIRE AND/OR THEFT**

(Not applicable for Miscellaneous and Special Types of vehicles rateable under Class –D of the Tariff for Commercial Vehicles)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section I of the Policy the insurer shall not be liable thereunder except in respect of loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils.

Subject otherwise to the terms conditions limitations and exceptions of the Policy.

NB.(i) In case of **Liability and Fire Risks only**, the words “burglary housebreaking theft ” are to be deleted.

NB.(ii) In case of **Liability and Theft Risks only**, the words “fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils” are to be deleted.

#### **IMT. 28. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE**

(For all Classes of vehicles.)

In consideration of an additional premium of Rs. 25/- notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer shall indemnify the insured against the insured’s legal liability under the **Workmen's Compensation Act, 1923** , the **Fatal Accidents Act, 1855** or at **Common Law** and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

#### **Provided always that**

(1) this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for insured’s general employees;

(2) the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;

\*(3) the insured shall keep record of the name of each paid driver conductor cleaner or persons employed in loading and/or unloading and the amount of wages and salaries and other earnings paid to such employees and shall at all times allow the insurer to inspect such records on demand.

(4) in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the terms conditions limitations and exceptions of the Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

\*In case of Private cars/ motorised two wheelers (not used for hire or reward) delete this para.

**IMT. 29. LEGAL LIABILITY TO EMPLOYEES OF THE INSURED OTHER THAN PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER WHO MAY BE TRAVELLING OR DRIVING IN THE EMPLOYER'S CAR**  
**{Private Cars only/ Motorised two wheelers (not for hire or reward)}**

In consideration of the payment of an additional premium @ Rs.50/- per employee insured notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against the insured's liability at **Common Law and Statutory Liability under the Fatal Accidents Act, 1855** for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than paid drivers) of the within named insured being carried in or upon or entering in or getting on to or alighting from or driving the vehicle insured.

Provided that in the event of an accident whilst the vehicle insured is carrying more than .....\* employees of the insured (including the driver) the insured shall repay to the insurer a rateable proportion of the total amount payable by the insurer by the reason of this endorsement in respect of accident in connection with such vehicle insured.

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

NB. \* To insert the number of employees for which the premium has been paid

**IMT. 30. TRAILERS.**

(Applicable to Private Cars Only)

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this policy shall extend to apply to the Trailer (Registration No.....)"

***Provided always that -***

\* (a) the IDV of such Trailer shall be deemed not to exceed .....\* \*

(b) the term "Trailer" shall not include its contents or anything contained thereon.

(c) such indemnity shall not apply in respect of death or bodily injury to any person being conveyed by the said Trailer otherwise than by reason of or in pursuance of a contract of employment.

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

\* Delete in the case of Liability to the public Risks only policies.

\*\* Insert value of trailer as declared at inception of insurance or any renewal thereof.

**IMT.31. RELIABILITY TRIALS AND RALLIES**

[Private Cars and Motorised Two Wheelers]

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this Policy is extended to apply whilst the vehicle insured is engaged in .....\* to be held at .....\*\*... on or about the date of .../.../ ... under the auspices of .....#

Provided that :-

(a) No indemnity shall be granted by this Endorsement to ..... #

(b) This Policy does not cover use for organised racing, pace making or speed testing.

(c) During the course of the .....\* the Insurer shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle insured at the time of the occurrence of the event out of which any claim arises. # # It is further understood and agreed that while the vehicle insured is engaged in .....\* the insured shall bear the first Rs.....@ (or any less amount for which the claim may be assessed ) of each and every claim under Section I of this Policy.

Provided that if the insurer shall make any payment in exercise of its discretion under Condition No. 3 of the policy in settlement of any claim and such payment includes the amount for which the insured is responsible by reason of this Endorsement the insured shall repay to the insurer forthwith the amount for which the insured is so responsible.

For the purpose of this Endorsement the expression "claim" shall mean a claim or series of claims arising out of one event.

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

\* To insert the name of the event .

@ To insert Rs. 5000/- for Private cars or Rs. 2500/- for motorised two wheelers. For the duration of the event the deductible under Section 1 of the policy for the purpose of IMT 22 will be the amount stated in IMT 22 or the amount stated herein, whichever is higher.

\*\* To insert the venue of the event.

# To insert the name of the promoters of the event.

# # To delete this entire paragraph in case of Liability Only policies.

### **IMT.32. ACCIDENTS TO SOLDIERS /SAILORS/ AIRMEN EMPLOYED AS DRIVERS**

In consideration of the payment of an additional premium of Rs 100/-\* it is hereby understood and agreed that in the event of any Soldier/Sailor/Airman employed by the insured to drive the vehicle insured being injured or killed whilst so employed, this policy will extend to relieve the insured of his liability to indemnify Ministry of Defence under the respective Regulations.

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

\* This additional premium is flat and irrespective of period of insurance not exceeding 12 months. Any extension of the policy period beyond 12 months will call for payment of further additional premium under this endorsement.

**IMT. 33. LOSS OF ACCESSORIES**

(Applicable to Motorised Two Wheeler Policies only)

In consideration of the payment of an additional premium of Rs..... it is hereby understood and agreed that as from ..../...../..... notwithstanding anything to the contrary contained in Section I but subject otherwise to the terms exceptions conditions and limitations of this Policy the insurer will indemnify the insured in respect of loss of or damage to accessories the property of the insured, specifically declared by the insured caused by burglary, housebreaking or theft.

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

**IMT.34. USE OF COMMERCIAL TYPE VEHICLES FOR BOTH COMMERCIAL AND PRIVATE PURPOSES**

(Applicable to Commercial Vehicle Policies only)

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that

- (i) The insurer will indemnify the insured against his legal liability under Common Law and Statutory Liability under the Fatal Accidents Act, 1855 in respect of death of or bodily injury to any person not being an employee of the insured nor carried for hire or reward, whilst being carried in or upon or entering or mounting or alighting from any motor vehicle described in the Schedule to this Policy.
- (ii) This Policy shall be operative whilst any vehicle described in the Schedule hereto is being used by the insured or by any other person with the permission of the Insured for social, domestic, or pleasure purposes.

**Whilst any such vehicle is being so used the insurer will in terms and subject to the limitations of and for the purposes of Section II of this policy treat as though he were the Insured person using such vehicle provided that such person -**

- 1) is not entitled to indemnity under any other Policy.
- 2) shall as though he were the insured observe, fulfill and be subject to the terms, provisions, conditions and endorsements of this Policy in so far as they apply.
- 3) has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.

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

**NOTE:**

In case of Liability only Policies delete (1) above

**IMT. 35. HIRED VEHICLES – DRIVEN BY HIRER\***

(Applicable to four wheeled vehicles with carrying capacity not exceeding 6 passengers and Motorised Two wheelers)



It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy unless the vehicle insured is being driven by or is for the purpose of being driven by the insured in the charge of the within named insured or a driver in the insured's employment, the policy shall only be operative whilst the vehicle insured is let on hire by the insured to any person (hereinafter called the Hirer) who:-

(i) shall have entered into a hire contract with the insured and who prior to such hiring shall have satisfactorily completed and signed a supplementary proposal form\*\*.

(ii) shall have satisfied the insured -

a) that the vehicle insured will only be driven by a duly licensed driver whose license has not been endorsed;

b) that such driver has not been refused Motor Insurance nor had his/her insurance policy been cancelled nor had special conditions imposed nor had increased premium demanded from him/her by reason of claims experience.

It is also understood and agreed that whilst the vehicle insured is let on hire to the Hirer the insurer shall not be liable –

(1) for any loss, damage or liability due to or arising from theft or conversion by the Hirer unless covered by payment of additional premium @ 1.50% on IDV. (Endt. IMT 43 is to be used.)

(2) To pay the first Rs..... of each and every claim in respect of which indemnity would but for this endorsement have been provided by Section I of this Policy.

If the expenditure incurred by the Insurer shall include the amount for which the Insured is responsible hereunder, such amount shall be repaid by the insured to the Insurer forthwith.

For the purpose of this endorsement the expression "Claim" shall mean a claim or series of claims arising out of one cause in respect of the vehicle.

(3) If the vehicle is used by the Hirer for carriage of passengers for hire or reward.

**\* For the purposes of this endorsement the insurer will in terms of and subject to the provisions contained in item I of Section II of this Policy, treat the Hirer as a person who is driving the Two wheeler.**

Further it is agreed that the insured shall forward to the insurer the supplementary proposal referred to above, completed by the Hirer immediately after receipt thereof which proposal as well as that referred to in this policy shall be the basis of the contract expressed in this endorsement so far as it relates to the indemnity which is operative whilst the vehicle is let on hire to such Hirer.

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

**NOTE :**

For Liability only policies delete the whole of items (1) and (2) and the paragraph in bold marked with \*.

\*\* Insurer to devise a suitable supplementary proposal form.

**IMT 36 Indemnity to Hirer - Package Policy - Negligence of the insured or Hirer.**

It is hereby declared and agreed that the company will indemnify any hirer of the vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the vehicle insured by reason of the negligence of the within named insured or of any employee of such insured while the vehicle insured is let on hire.

Provided that any such hirer shall as though he/she were the insured observe fulfill and be subject to the terms, exceptions, conditions and limitations of this policy in so far as they apply.

**IMT 37 Legal Liability to Non-Fare Paying Passengers other than Statutory Liability except the Fatal Accidents Act, 1855 (Commercial Vehicles only)**

In consideration of the payment of an additional premium of Rs. .... and notwithstanding anything to the contrary contained in Section II-1 (b) and (c) it is hereby understood and agreed that the Company will Indemnify the Insured against his legal liability other than liability under the Statute (except the Fatal Accidents Act 1855 ) in respect of death of or bodily injury to:-

i) Any employee of the within named insured who is not a workman

within the meaning of the Workmen's Compensation Act

Prior to date of this endorsement and not being carried for hire or reward.

ii) Any other person not being carried for hire or reward provided that the person is

a) charterer or representative of the charterer of the truck

b) Any other person directly connected with the journey in one form or other being carried in or upon or entering or mounting or alighting from any Motor Vehicle described in the schedule of the policy.

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

**IMT 37 A.. Legal Liability to Non Fare Paying Passengers who are not employees of the Insured (Commercial Vehicles only)**

In consideration of the paying of an additional premium of Rs.... and notwithstanding anything to the contrary contained in Section II-1 ( c ) it is hereby understood and agreed that the company will indemnify the insured against his legal liability other than liability under statute (except Fatal Accidents Act 1855) in respect of death or bodily injury to any person not being an employee of the insured and not carried for hire or reward provided that the person is

a) charterer or representative of the charterer of the truck.

b) Any other person directly connected with the journey in one form or the other being carried in or upon or entering or mounting or alighting from vehicle insured described in the SCHEDULE OF THIS POLICY.

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

**IMT. 38. Legal Liability to Fare paying Passengers excluding liability for accidents to employees of the Insured arising out of and in the course of their employment (Commercial and Motor Trade Vehicles only)**

**(1) For use with Package Policies.**

In consideration of an additional premium of Rs ..... and notwithstanding anything to the contrary contained in Section II –1 (c) but subject otherwise to the terms, exceptions, conditions and limitations of this policy, the insurer will indemnify the insured against liability at Law for compensation (including Law costs of any claimant) for death of or bodily injury to any person other than a person excluded under Section II-1 (B) being carried in or upon or entering or mounting or alighting from the Motor Vehicle.

Provided always that in the event of an accident occurring whilst the Motor Vehicle is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the Insured shall repay to the Insurer rateable proportion of the total amount which would be payable by the Insurer by reason of this endorsement if not more than the said number of persons were carried in the Motor Vehicle. Provided further that in computing the number of persons for the purpose of this endorsement any three children not exceeding 15 years of age will be reckoned as two persons and any child in arms not exceeding 3 years of age will be disregarded.

Provided also that the provisions of condition 3 of the Policy are also applicable to a claim or series of claims under this endorsement.

Provided further that in the event of Policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

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

**(II) For use with Liability only Policy.**

In consideration of an additional premium of Rs..... and subject otherwise to the terms, exceptions, conditions and limitations of this Policy, the insurer will indemnify the insured against liability at Law for compensation (including Law Costs of any claimant ) for death of or bodily injury to any person other than a person excluded under general exception being carried in or upon or entering or mounting or alighting from the Motor Vehicle.

Provided always that in the event of an accident occurring whilst the Motor Vehicle is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the Insurer rateable proportion of the total amount which would be payable by the Insurer by reason of this endorsement if not more than the said number of persons were carried in the Motor Vehicle.

Provided further that in computing the number of persons for the purpose of this endorsement any 3 children not exceeding 15 years of age will be reckoned as two persons and any children in arms not exceeding 3 years of age will be disregarded.

Provided further that in the event of Policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

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

**IMT. 39. Legal Liability to persons employed in connection with the operation and/or maintaining and/or Loading and/or Unloading of Motor Vehicles.**

(For GOODS VEHICLE)

In consideration of the payment of an additional premium of \*..... it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the insurer shall indemnify the insured against his legal liability under the **Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this Endorsement, the Fatal Accidents Act, 1855 or at Common Law** in respect of personal injury to any paid driver (or cleaner or conductor or person employed in loading/or unloading but in any case not exceeding seven in number including driver and cleaner) whilst engaged in the service of the insured in such occupation in connection with the .... and not exceeding seven in number and will in addition be responsible for all costs and expenses incurred with its written consent.

***Provided always that :-***

- (1) this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or Group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees.
- (2) the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
- (3) the insured shall keep a record of the name of each driver cleaner conductor or person employed in loading and/or unloading and the amount of wages salary and other earnings paid to such employees and shall at times allow the insurer to inspect such record.
- (4) in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

The premium to be calculated at the rate of Rs25/- per driver and/or cleaner or conductor and/or person employed in loading and/or unloading but not exceeding the number permitted by the Motor Vehicles Act 1988 including driver and cleaner.

Subject otherwise to the terms exceptions conditions and limitations of this Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

**IMT. 39 A . Legal Liability under the Workmen"s Compensation Act, 1923 in respect of the carriage of more than six employees (Excluding the Driver) in goods carrying vehicles.**

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything to the contrary contained herein the company shall indemnify the insured against his legal liability under the Workmen"s Compensation Act, 1923 and subsequent amendments to that Act prior to the date of this endorsement in respect of death of or bodily injury to any person (other than the paid driver) exceeding six in number whilst being carried in the Motor vehicle and will in addition be responsible for all costs and expenses incurred with its written consent.

***Provided always that :-***

1. the Company shall not be liable by virtue of this Endorsement to indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurance

company or group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees and where the Insured has not obtained special permission from the registration authorities for carriage of more than six such employees.

2. the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.

3. the insured shall keep a record of the name of each person employed in connection with the loading and unloading of the vehicles and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Insurer to inspect such record.

4. in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

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

**IMT 40 Legal Liability to paid driver and/or Conductor and/or cleaner employed in connection with the operation of Motor vehicle.**

(For buses, taxis and motorized three/four wheelers under commercial vehicles tariff)

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the insurer shall indemnify insured against his legal liability under the **Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this endorsement, the Fatal Accidents Act, 1855 or at Common Law** in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured and will in addition be responsible for all costs and expenses incurred with its written consent.

The premium to be calculated and paid while taking insurance of the vehicle concurred at the rate of Rs. 25/- per driver and/or conductor and/or cleaner.

***Provided always that :-***

(1) this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or Group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees.

(2) the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.

(3) the insured shall keep a record of the name of each driver cleaner conductor or person employed in loading and/or unloading and the amount of wages salary and other earnings paid to such employees and shall at all times allow the insurer to inspect such record.

(4) in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the terms exceptions conditions and limitations of this Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

#### **IMT.41 Motor Trade Policy - Class `F' - Road Risk only**

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary that in respect of any new vehicle and/or chassis bearing a Trade Certificate Number specified in the Schedule of the policy, the Geographical Area for the purpose of this Policy shall be as defined hereunder and not as stated in the Schedule hereto.

##### **Geographical Area**

Under Section II - (i) ---- INDIA

Under all other Sections - Within a radius of .....\* kilometers from the insured's address as stated in the Schedule hereto.

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

\* to insert „80“ or „120“ as opted for by insured and premium paid accordingly.

#### **IMT.42 Private Carriers**

(Goods Carrying Commercial Vehicles Only)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the insurer shall not be liable for any loss or damage to the vehicle insured and/or for any third party liability in respect thereof if at the time of accident the vehicle insured under this policy is carrying goods not belonging to the insured

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

##### *Article II. NOTE*

For Liability only Policies delete the words "for any loss or damage to the vehicle insured and/or".

#### **IMT. 43. Theft and conversion Risk**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed in this Policy in consideration of the payment of additional premium @ 1.50% of IDV, Clause ii (b) (1) of Endorsement IMT- 35 is hereby deemed to be deleted.

It is further understood and agreed that the indemnity in respect of Theft and/or Conversion by the hirer is applicable only in case of Theft and/or Conversion of the entire vehicle.

It is further understood and agreed that No Claim Bonus will not be applicable to the additional premium charged hereunder.

#### **IMT.44. Indemnity to Hirer - Package Policy - Negligence of the Owner or Hirer.**



It is hereby declared and agreed that in consideration of payment of an additional premium of Rs..... the Insurer will indemnify any hirer of the Vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the Vehicle insured while let on hire. Provided that any such hirer shall as though he/she were the insured observe fulfill and be subject to the terms, exceptions, conditions and limitations of this policy in so far as they apply.

#### **IMT.45. Indemnity to Hirer - Liability only Policy -- Negligence of the Owner or Hirer.**

##### **Negligence of the Hirer**

It is hereby declared and agreed that **in consideration of payment of an additional premium of Rs.....**the Insurer will indemnify any hirer of the Motor Vehicle against liability as defined in this Policy arising in connection with the Motor Vehicle while let on hire. Provided that any such hirer shall as though he were the Insured observe fulfill and be subject to the terms, exceptions, conditions and limitations of this Policy in so far as they apply.

#### **IMT.46. Legal Liability to passengers excluding liability for accidents to employees of the Insured arising out of and in course of their employment (Applicable to Ambulance/Hearses under class D of Commercial vehicles and to Motor Trade vehicles)**

In consideration of an additional premium of Rs..... and notwithstanding anything to the contrary contained in Section II-I(c) but subject otherwise to the terms exceptions conditions and limitations of this policy the insurer will indemnify the insured against liability at Law for compensation (including legal costs of any claimant) for death of or bodily injury to any person other than a person excluded under Section II –I ( B ) being carried in or upon or entering or mounting or alighting from the vehicle insured.

Provided always that in the event of an accident occurring whilst the vehicle insured is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the insurer ratable proportion of the total amount which would be payable by the insurer by reason of this endorsement if not more than the said number of persons were carried in the vehicle insured.

Provided further that in computing the number of persons for the purpose of this endorsement any three children not exceeding 15 years of age will be reckoned as two persons and any child in arms not exceeding 3 years of age will be disregarded.

Provided also that the provisions of condition 3 of the policy are also applicable to a claim or series of claims under this endorsement.

Provided further that in the event of policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.  
(For use with “Liability Only” Policy)

In consideration of an additional premium of Rs..... and subject otherwise to the terms exceptions conditions and limitations of this Policy the insurer will indemnify the insured against liability at law for compensation (including legal costs of any claimant) for death of or bodily injury to any person other than a person excluded under general exception being carried in or upon or entering or mounting or alighting from the vehicle insured.

Provided always that in the event of an accident occurring whilst the vehicle insured is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the insurer ratable proportion of the total amount which would be payable by the insurer by reason of this endorsement if not more than the said number of persons were carried in the vehicle insured.

Provided further that in computing the number of persons for the purpose of this endorsement any 3 children not exceeding 15 years of age will be reckoned as two persons and any children in arms not exceeding 3 years of age will be disregarded.

Provided further that in the event of Policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

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

#### **IMT.47. Mobile Cranes/Drilling Rigs/ Mobile Plants/Excavators/ Navvies/ Shovels/ Grabs/Rippers.**

It is hereby declared and agreed notwithstanding anything to the contrary contained in this Policy that in respect of the vehicle insured \* the Insurer shall be under no liability-

a) Under Section I of this Policy in respect of **loss or damage resulting from overturning arising out of the operation as a tool** of such vehicle or of plant forming part of such vehicle or attached thereto except for loss or damage arising directly from fire, explosion , self ignition or lightning or burglary housebreaking or theft.

b) Under Section II except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, in respect of liability incurred by the insured arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto.

**N. B. :**

Omit paragraph (a) for :-

(i) Liability only Policies.

(ii) Package Policies where an additional premium has been paid for inclusion of damage by overturning.

#### **NOTE :**

\* Insert make, number or some other means of identification.

Where a premium reduction is allowed for exclusion of damage when in use as a tool of trade omit from paragraph (a) (the words “ resulting from overturning” and “ except for loss .... or theft”.

#### **IMT.48. Agricultural and Forestry Vehicles And Other Miscellaneous vehicles with Trailers attached - Extended Cover**

It is hereby declared and agreed that in consideration of an additional premium of Rs....., the indemnity provided by this Policy shall apply in respect of any trailer (including Agricultural Implements such as Ploughs, Harrows and the like) described in the under noted Schedule of trailers as though it were a vehicle described in the Schedule and had set against it in the Schedule the value set against it in the under noted Schedule of trailers.

Provided that the Insurer shall be under no liability under Section I of the Policy in respect of breakage of any part of the agricultural trailer or implements caused by ground obstructions.

#### **Schedule of Trailers**

-----  
\* Description Insured's Declared value (IDV)  
-----

\* Insert make, number or some other means of identification. Threshing Machines, Drums, Bailing Machines, Trusses and Tiers must be identified as such.

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

#### **NOTE:**

In the case of **Liability only** Policies, the Endorsement must be suitably amended

#### **IMT .49. Exclusion of Liability to the Public Working Risk (Except as required by the Motor Vehicle Act, 1988)**

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Insurer shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the operation as a tool of the Motor Vehicle or of plant forming part of the Motor Vehicle or attached thereto.

#### **IMT.50. Cinema Film Recording and Publicity Vans**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy, the insurer shall be under no liability in respect of loss or damage to cinematic photographic or sound equipment costumes or any other technical property fixtures and fittings on the Motor Vehicle, unless they are firmly and permanently fixed to the body of the vehicle and are not detachable from time to time.

#### **IMT.51. Mobile Shops /Canteens and Mobile Surgeries/ Dispensaries**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the insurer shall be under no liability in respect of

- \* (a) loss of or damage to ..... \*\* on the motor vehicle.
- (b) death of or bodily injury to or illness of any person caused by or through or in connection with or arising from
- (i) poisoning of any kind or foreign or deleterious matter in food or drink
- (ii) anything harmful in the condition of any goods supplied at or from the motor vehicle or the defective condition of the container of such goods
- (iii) anything harmful in the condition of any goods supplied at or from the motor vehicle or defective in any treatment given at or from the motor vehicle

**Notes :-**

\* For Liability only Policies omit proviso (a)

\*\* 1) In the case of "Mobile Shops and Canteens" insert the words "Utensils or stock-in-trade" and omit (iii)

2) In the case of "Mobile Surgeries/Dispensaries insert the words "Surgical instruments medical appliances or supplies".

**IMT 52. Exclusion of damage while in use as a Tool of Trade**

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988 the insurer shall be under no liability under Section II of this Policy in respect of liability incurred by the insured arising out of the operation as a tool of the motor vehicle or of plant forming part of the vehicle insured or attached thereto.

**IMT.53. Specified Attachments (Special Type Vehicles)**

It is hereby declared and agreed that while any attachment in the under noted "Schedule of attachments" is attached to the Motor Vehicle or is detached and out of use the indemnity provided by this Policy shall apply in respect of any such attachment as though it were the Motor Vehicle and had set against it in the Schedule the value set against it in the under noted "Schedule of Attachments

**Schedule of Attachments**

-----  
\* Description Insured's Declared Value (IDV)  
-----

\* Insert make, number or some other means of identification.

**NOTE :**

In the case of pedestrian controlled tractors insert in "Description" in the Schedule of Attachments "any standard attachment of the ... Tractor supplied by the makers."

**IMT.54. Mobile Plant-Inclusion of Liability to the Public Working Risk Where Tool of Trade is used only for work performed in or upon the Vehicle or Trailer.**

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Insurer shall be under no liability under Section II of this Policy in respect of liability arising out of :-

- (a) the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.
- (c) the operation other than in or upon the Motor Vehicle forming part of or attached to
- (d) the Motor Vehicle

#### **IMT.55. Mobile Plant - Inclusion of Liability to the Public Working Risk**

(All Other Cases)

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the insurer shall be under no liability under Section II in respect of

- (a) death injury or damage caused by or resulting from

- (i) subsidence flooding or water pollution.

- (ii) damage to pipes or cables

arising out of the operation as a tool of the vehicle insured or of any plant forming part of vehicle insured or attached thereto.

- (b) damage to property resulting from the manufacture construction alteration repair or treatment of such property by the insured.

- (c) death injury or damage caused by or through property on which the insured has carried out any process of manufacture, construction alteration or repair or treatment.

It is further understood and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act 1988, the insurer shall be under no liability under Section II of this Policy in respect of liability incurred by the insured arising out of the explosion of any vessel under pressure being part of plant attached to or forming part of the vehicle insured.

#### **IMT. 56. Trailers**

(Road Transit Only)

In consideration of the payment of an additional premium it is hereby understood and agreed that insurance by Section I and II of this Policy shall extend to the Motor Vehicle (mechanically propelled or otherwise) attached to the Motor Vehicle for the purpose of being towed.

Provided always that

- a) The insurer shall not be liable under this Policy in respect of damage to property conveyed by the towed vehicle.

The insurer shall not be liable under this Policy in respect of accident loss damage and/or liability caused sustained or incurred whilst the vehicle insured is towing a greater number of vehicles than is permitted by law.

#### **IMT.57. Motorised Two Wheelers (Motor Trade Only)**

It is hereby declared and agreed that Item 5 in the Schedule to this Policy is deemed to have been deleted and the following substituted there for :-

The Motor Vehicle : Any Motorised Two Wheeler (including sidecar attached thereto) the property of the insured or insured's custody or control whilst bearing Trade Certificate No.....

It is further declared and agreed that the words "Motor Vehicle" wherever they appear are deemed to have been deleted and substituted by the words "Motorised Two Wheeler"..

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

**IMT.58. Loan or Hire of Motor Cars, Motorised Two wheelers, Motor vehicles to Customers by Motor Dealers (Motor Trade Only)**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the Motor Car(s), Motorised Two wheelers, Motor Vehicle(s) described in the Schedule hereto may be let out on loan or hire to insured's customers when their vehicle(s) is/are under repair with the insured.

Provided that the insured agrees to record in a register for the purposes of this policy the date of loan or hire of such vehicle(s), its Make and Registered Number (or Chassis Number if the loaned/hired vehicle itself is not registered) and the duration of the loan or hire and to submit to the insurer within one month of the expiry of each period of insurance a statement of the total number of days each loaned/hired vehicle was in use.

Provided also that the premium for this Policy shall be subject to adjustment on expiry of each period of insurance.

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

**IMT.59. Private use of vehicle by Member/Director/Employee of the insured**  
(Motor Trade only)

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this Policy shall be operative whilst the vehicle insured is being used by the insured or with the permission of the insured by a Member Director or employee of the insured for social domestic or pleasure purposes.

Whilst the vehicle insured is being so used the insurer will in terms of and subject to the limitations of and for the purpose of Section II of this policy treat as though he were the insured person using the vehicle insured provided that such person :

1. is not entitled to indemnity under any other policy;
2. shall as though he/she were the insured observe fulfill and be subject to the terms provisions conditions and endorsements of this policy in so far as they apply;
3. has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.

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



**IMT.60. Demonstration - Driving Extension**

(Applicable to Motor Trade Policies Only)

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the policy shall be operative whilst the vehicles are being driven for the purpose of demonstration by person(s) not in the employment of the insured provided he/she/they is/are driving with the insured's permission and is/are accompanied by the insured or by any person(s) in the insured's employment. Subject otherwise to the terms conditions limitations and exceptions of this Policy.

**IMT. 61. Tuition - Driving Extension**

(Applicable only to Motor Trade Policies issued on named driver basis.)

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything to the contrary it is hereby understood and agreed that the policy shall be operative whilst the vehicles insured are being used for purpose of demonstration or tuition by any other person, provided he/she is driving with the insured's permission and is accompanied by a named driver mentioned in the policy Schedule.

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

**IMT.62. Deletion of 50% Limitation clause in respect of damage to tyres**

(Applicable to Motor Trade Road Transit Risks Policies only)

In consideration of the payment of an additional premium of Rs..... it is hereby understood and agreed that the words “....when the liability of the Insurer is limited to 50% of the cost of the replacement .....” are hereby deleted from proviso (b) of Section I(1) of the policy.

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

**IMT .63. Restriction of Cover to Liability Risks only**

(Motor Trade Internal Risks Policy)

It is hereby understood and agreed that

(a) Section I and II(2)(i) and the word "other" in Section II (2)(ii) of this Policy in the Schedule to this Policy are deemed to be cancelled and

(b) the Insurer shall not be liable in respect of damage to the Motor Vehicle or its accessories.

**IMT.64. Open-Air Car Parks**

(Motor Trade Internal Risks Only)

In consideration of the payment of an additional premium, it is hereby understood and agreed that for the purpose of this Policy the Premises shall be deemed to include the car park at .....\* superficial area not exceeding .....\*\*

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

\* To insert location

\*\* To insert appropriate area

### **IMT. 65. Work Away from Premises**

(Motor Trade Internal Risks Only)

In consideration of the payment of an additional premium it is hereby understood and agreed that the premises are deemed to include any place at which the insured is performing work not being premises under the control of the insured provided that the insurer shall not be liable in respect of injury or damage resulting from the driving of the vehicle insured in a public place in INDIA within the meaning of the Motor Vehicles Act, 1988.

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