

### Zurich Kotak General Insurance Company (India) Limited

(Formerly known as Kotak Mahindra General Insurance Company Limited)
Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai - 400063. Maharashtra, India.

ZK - 25-26/v2

# Commercial Vehicle Secure (Goods Carrying Vehicle) PART I: Policy Schedule

Certificate Cum Policy Schedule Policy / Certificate No:

For any assistance please call at 18002664545, or visit www.zurichkotak.com

INSURED D	ETAILS							POLIC'	Y DETAILS					
Name								Policy Is	ssuing Office:					
Address								Period of Insurance:						
							-	From to Midnight						
D							_		Vehicle:					
Phone								ssued on:						
Mobile Email									Note No: ecated to:					
GSTIN							_	нурош	ecated to:					
GGTIIN														
VEHICLE D	ETAILS													
Registration Number	Manufacture	er Model	Variant		ar of facture	RTO Location		ngine umber	Vehicle / Tra Chassis No		Cubic Capacity		ating pacity	Gross Vehicle Weight
Insured De Value (IDV Vehicle	') of the	Accessor	Electrical ries fitted ehicle (₹)	to	Access	al & Electron sories fitted to vehicle (₹)		Т	railer (₹)					tal Value e Vehicle (₹)
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PREMIUM	COMPUTATION	JN TABLE	ζ											
	Se	ection I								Sec	tion II			
Own Damag								Liability	/					
Own Damag						00		Basic Third Party Liability				00		
	ers Total Prem dd on Cover D			opted as	S		-	Legal Liability to Paid Driver				00		
							_	Legal Liability to other Employee  Legal Liability to Unnamed Passenger				00		
Less: volunt	ary Deductible	e under De	preciation	1 Cover					ability Premiun		rassenger			00
Less: Volunt	ary Deductible	۵						TOTAL EL	ability Fielilluli	1 (ロ)				00
	nus Percent									Sect	tion III			
						00		Personal Accident				00		
								PA Cov	er for owner dri	ver o	f₹			00
								Unname	ed PA Cover for	pass	senger₹			00
								Unname	ed PA Cover for	drive	er of ₹			00
								Add On	: Additional PA	cove	r for Owner Driver ₹			00
Total Own D	amage Premi	um (A)				00		Total Pe	ersonal Accide	nt Pre	emium (C)			00
	ie of Services	(A+B+C)												00
CGST@ XX%														00
SGST@ XX%														00
UGST@ XX%														00
IGST @ XX%														00
Total Premiu														00
	ers Opted For				2001	0	omr.	ulcon/ D	aduatibles:					
									eductibles:					
	Voluntary Deductible: Voluntary Deductible for Depreciation Cover: Total Deductible:													

INTERMEDIARY DETAILS			
Intermediary Code	Intermediary Name	Intermediary's Mobile No.	Intermediary's Landline No.

NO			

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	Sum Insured	Premium	Remarks
1	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	00		
7	NCB Protect	-		
8 Hospital Cash Benefit		00		Maximum Number of Days –days Per Day Benefit –₹
9	EMI Protect	00		Amount Opted ₹ Maximum Number of EMI
10	Additional Towing charges	00		
11	Loss of Income	00		Maximum Number of Days –days Per Day Benefit –₹
12	Medical Expenses due to Accident	00		Cover For Owner Driver/ Paid driver/ Cleaner/ Conductor
13	Cover for expenses towards transhipment and vehicle recovery	00		
14	Loan Protect	00		
15	Additional PA Cover for Owner Driver	00		

### **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). 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.

#### LIMITS OF LIABILITY

Under Section II - 1(I) of the policy -> Death of or bodily injury: Such amounts is necessary to meet their requirements of Motor Vehicle Act, 1988 as amended from time to time.

Under Section II- 1(ii) of the policy -> Damage to Third Party Property ₹ <6,000 or 7,50,000>; and/or as amended from time to time -> PA Cover under Section III: for Owner Driver CSI ₹ 15,00,000

## LIMITATIONS AS TO USE

The Policy covers use only under a permit within the meaning of the Motor Vehicle Act, 1988 or such a carriage falling under Sub-section 3 of Section 66 of the Motor Vehicle's Act 1988. The Policy does not cover use for a) Organised racing b) Pace Making c) Reliability Trials d) Speed Testing

For more details on Limitations as to use clause, kindly refer the Company's website: www.zurichkotak.com.

## 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

Commercial Vehicle Secure (Goods Carrying Vehicle); UIN: IRDAN152RP0008V04201516

### 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%

<sup>\*</sup>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 CERTAN TERMS AND RIGHT OF RECOVERY". For legal interpretation. English version will hold good.

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TAX DETAILS	
GST Registration No.	Category

Printed/herein/attached hereto Under Hire Purchase Agreement

Description

## **DECLARATION**

SAC Code

Invoice No.

I/We here by 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 at Mumbai this \_\_\_\_ day of MONTH NAME of \_\_\_\_\_ in lieu of cover note No \_\_\_\_\_

Stamp Duty of \_\_\_\_\_ 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. \_\_\_\_\_\_ To Dt. \_\_\_\_\_\_ (O/w. No. XXXX)/ Date: \_\_/\_\_\_\_).

For Zurich kotak General Insurance Company (India) Limited

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

Subject to LMT Endt Nos & Memorandum

Authorised Signatory

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

# 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);
- by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
- 6. by accidental external means;
- 7. by malicious act;
- 8. by terrorist activity;
- 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:

- 1. For all rubber/nylon / plastic parts, tyres and tubes, batteries and air bags -50%
- 2. For fibre glass components -30%
- 3. For all parts made of glass –Nil
- 4. 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%

5. 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:

- a. Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages; nor for damage caused by overloading or strain of the insured vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless such insured vehicle is stolen at the same time.
- Damage to tyres and tubes unless the vehicle insured is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement;

c. Any accidental loss or damage suffered whilst the insured or any person driving 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 re-delivery to the insured but not exceeding ₹2500/-in respect of any one accident.

The insured may authorise the repair of the vehicle necessitated by loss or 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 ₹500/;
- b. The Company is furnished forthwith with a detailed estimate of the cost of repairs; and
- c. 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 insured vehicle 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
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.

## SECTION II. LIABILITY TO THIRD PARTIES

- Subject to the limits of liability as laid down in the Schedule hereto
  the Company will indemnify the insured in the event of an accident
  caused by or arising out of the use of the vehicle against all sums
  including claimant's cost and expenses which the insured shall
  become legally liable to pay in respect of:
  - death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.
  - damage to property caused by the use (including the loading and/or unloading) of the vehicle.

Provided always that:-

a) The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking

- away of the load from the insured vehicle after unloading there from.
- b) Except so far as is necessary to meet the requirements of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.
- c) Except so far as is necessary to meet the requirements of the Motor Vehicle Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises
- d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the insured or a member of the insured's household or being conveyed by the insured vehicle.
- e) The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.
- f) Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.
- The Company will pay all costs and expenses incurred with its written consent.
- 3. In terms of and subject to the limitations of the indemnity granted by this section to the insured, the Company will indemnify any driver who is driving the insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe, fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
- 4. The Company may at its own option
  - Arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this section; and
  - Undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section
- 5. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative(s) in terms of and subject to the limitations of this Policy provided that such personal representative(s) shall as though they were the insured observe, fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

#### SECTION III. TOWING DISABLED VEHICLES

The policy shall be operative whilst the insured vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by Section II of this policy shall subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle;

Provided always that

- a) Such towed vehicle is not towed for reward
- b) The Company shall not be liable by reason of this section of this policy in respect of damage to such towed vehicle or property being conveyed thereby.

# SECTION IV. PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

Subject otherwise to the terms, exceptions, conditions and limitations of this policy, the Company undertakes to pay compensation as per the following scale for bodily injury/death sustained by the owner-driver of the vehicle, in direct connection with the vehicle insured or whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of Injury	Scale of compensation
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii) Loss of one limb or sight of one eye	50%
iv) Permanent total disablement from injuries other than named above	100%

## Provided always that

- Compensation shall be payable under only one of the items (i) to
   (iv) above in respect of the owner-driver arising out of any one
   occurrence and the total liability of the insurer shall not in the
   aggregate exceed the sum of ₹ 15 lakh during any one period of
   insurance.
- 2. No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to
  - a. Intentional self-injury suicide or attempted suicide physical defect or infirmity or
  - b. An accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.
- 4. This cover is subject to
  - i. The owner-driver is the registered owner of the vehicle insured herein:
  - ii. The owner-driver is the insured named in this policy.
  - iii. The owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

#### Avoidance of Certain Terms And Right Of Recovery

Nothing in this policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act, 1988. But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions and as amended from time to time.

### General Exceptions (applicable To All Sections of The Policy)

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

- 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.

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.
- 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. 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.

- 2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of 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 damages 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.
- 3. At any time after the happening of any event giving rise to a claim under Section II of this Policy the Company may pay to the insured the full amount of the Company's liability under the Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct.
- 4. The Company may at its own option repair reinstate or replace the

vehicle insured 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 ie. 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 insured 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 insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured 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. **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 the Cancellation clause mentioned below.

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

## 7. Cancellation of Insurance

#### 1. Cancellation by Company

The Company may cancel the policy on grounds of established fraud, subject to clause III mentioned under this section, by sending seven 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

## 2. Cancellation by the Insured

The policy may be cancelled at any time by the insured without assigning any reason provided no claims 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 remaining full policy years (where period of insurance exceeds one year) subject to submission of proof that vehicle is insured elsewhere at least for Liability Only cover and original certificate of insurance.

- Liability to Third party section of the policy may be cancelled either by the Company or the Insured only on the following grounds:
  - a. Double Insurance
  - b. Vehicle not in use anymore because of Total Loss or Constructive Total Loss on submission of original cancelled Registration Certificate or on providing evidence that the vehicle is insured elsewhere, at least for Liability Only cover on submission of original proof of such insurance. The Company will refund proportionate premium for unexpired policy of insurance

#### 8. 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.

- 9. 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.
- 10. 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 loss, damage or liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
- 11. 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.
- 12. 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.

#### 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	For Accidental Death Claim:
KYC	Previous Insurance details	Original Death Certificate
Certificate of Insurance	Acknowledged copy of letter addressed to RTO intimating theft and making vehicle "NON - USE"	Death Summary issued by Hospital Post Mortem Report (if conducted)
Copy of Permit	Form 28, 29, 30 signed by the insured and form 35 signed by the financer, 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 financer	For Disablement Claim:
	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

The Company may request for any other documents, if required on case to case basis.

## 14. 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 claim is made or pending during the preceding year(s), as per the following table:

Period of Insurance	% of NCB on OD 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 policy is renewed within 90 days of the expiry date 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".

# RULES APPLICABLE TO TANKERS CARRYING HAZARDOUS CHEMICALS

Rule 129- A- Spark arrester six month from the date of commencement of Central Motor Vehicles (Amendment) Rules 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life, shall be fitted with a spark arrester.

# Rule 131 - Responsibility of the consignor for safe transport of dangerous or hazardous goods

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

- b) be aware of the risks created by such goods to health or safety or any person.;
- 3. It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive) of these rules.

# Rule 132- Responsibility of the Transporter or owner of goods carriage

- 1. It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods ensure the following, namely:-
  - that the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods and
  - the vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.
- 2. Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.
- 3. The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- 4. The owner of the goods carriage dangerous or hazardous goods and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.
- 5. it shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.
- 6. Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods carriage or the transporter abide by these conditions within six months after the date of coming into force of the Central Motor Vehicles (Amendment) Rules, 1993.

### Rule 133-Responsibility of the driver

- The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule(3) of rule 132 is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.
- 2. Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years.

## Sub-rule(1) of rule 9 of the principal rules

One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993 any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving license to drive a transport vehicle also have the ability to read and write at least one Indian Language out of those specified in the VII schedule of the Constitution and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods.

Period of training - 3 days

Place of training - At any institute recognized by the State Government

#### **Syllabus**

A) Defensive driving

#### Duration of training for A & B - 1 and 2 day

- Questionnaire
- · Cause of accidents
- Accidents statistics
- Driver's personal fitness
- Car condition
- Breaking distance
- Highway driving
- · Road/Pedestrian crossing
- · Railway crossing
- · Adapting to weather
- · Head on collision
- Rear end collision
- · Night driving
- Films and discussion

#### B) Advanced driving skills and training

## I. Discussion

#### Before starting

- check list
- · outside/below/near vehicle
- product side
- inside vehicle

### During driving

- · correct speed/gear
- signaling
- lane control
- overtaking/giving side
- speed limit/safe distance
- driving on slopes

## Before Stopping

- safe stopping place
- signaling, road width,
- · condition

## After stopping

- · preventing vehicle movement
- · wheel locks
- · Vehicle attendance

## Night driving

### ii. Field Test/Training

· 1 driver at a time

#### C) Product safety

### Duration of training for C) $-3^{rd}$ day

- UN panel
- UN classification
- Hazchem code
- · Toxicity, Flammability, other definitions

#### **Product Information**

- TREMCARDS
- · CISMSDS
- · importance of temperature pressure, level
- Explosive limits
- Knowledge about equipment

## Emergency procedure

- Communication
- Spillage handling
- Use of FEE

Commercial Vehicle Secure (Goods Carrying Vehicle); UIN: IRDAN152RP0008V04201516

- Fire fighting
- First aid
- Toxic release control
- protection of wells, rivers, lakes, etc
- Use of protective equipment
  - knowledge about valves etc

#### 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. In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at 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

### /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

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

## ANNEXURE I **Details of Insurance Ombudsman**

Office Details	Jurisdiction of Office Union Territory, District
Ahmedabad:	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06; Email: bimalokpal.ahmedabad@cioins.co.in	
Bengaluru:	Karnataka.
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: bimalokpal.bengaluru@cioins.co.in	
Bhopal:	Madhya Pradesh and Chattisgarh.
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: bimalokpal.bhopal@cioins.co.in	
Bhubneshwar:	Orissa.
Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455; Email: bimalokpal.bhubaneswar@cioins.co.in	
Chandigarh:	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and
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: bimalokpal.chandigarh@cioins.co.in	Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
Chennai:	Tamil Nadu, Puducherry Town and Karaikal (which are part of
Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453,Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@cioins.co.in	Puducherry).
Delhi:	Delhi & following Districts of Haryana - Gurugram, Faridabad,
Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504; Email: bimalokpal.delhi@cioins.co.in	Sonepat & Bahadurgarh.
Guwahati:	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland
Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205; Email: bimalokpal.guwahati@cioins.co.in	and Tripura.
Hyderabad:	Andhra Pradesh, Telangana, Yanam and part of Union Territory of
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: bimalokpal.hyderabad@cioins.co.in	Puducherry.
Jaipur:	Rajasthan.
Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363; Email: bimalokpal.jaipur@cioins.co.in	
Ernakulam:	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338; Email: bimalokpal.ernakulam@cioins.co.in	
Kolkata:	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	

Lucknow:  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, Sonbhabdra, 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.
Mumbai:	Goa, Mumbai Metropolitan Region
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	(excluding Navi Mumbai & Thane).
Noida:	State of Uttarakhand and the following Districts of Uttar Pradesh:
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	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.
Patna:	Bihar and Jharkhand.
Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068; Email: bimalokpal.patna@cioins.co.in	
Pune:	Maharashtra, Areas of Navi Mumbai and Thane
Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555; Email: bimalokpal.pune@cioins.co.in	(excluding Mumbai Metropolitan Region).

## Part - III Add on Cover Wordings

The following Add-on covers are applicable under the Policy only if We have received the applicable premium due for that Add-on cover in full and the Schedule specifies that the Cover is in force for the Insured Person.

The Add-on Covers available under the Policy are described below. Add-on Cover under this Policy will be payable subject to the terms, conditions and exclusions of the Policy and the availability of the Sum Insured and subject always to any sub-limits specified in respect of that Add-on cover and any limits applicable under the Product in force for the Insured Person as specified in the Schedule.

Our total liability for payment of any and all Claims pertaining to the respective Add-on in the aggregate during each Policy Year of the Policy Period shall not exceed the Sum Insured as specified in the Schedule for the respective Add-on:

#### 1. ADD-ON: 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 Add on 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; and 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 limit as mentioned in the schedule.
- b) The Insured shall be liable for the Voluntary Deductible amount, as opted by the Insured for this Add on and specified in the Schedule, for each and every claim payable under this Add on, 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:

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

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

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
₹500	Up to 10% on the OD premium of the vehicle, subject to a maximum of ₹ 500/-
₹1500	Up to 15% on the OD premium of the vehicle, subject to a maximum of ₹750/-
₹3000	Up to 20% on the OD premium of the vehicle, subject to a maximum of ₹ 1000/-

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## 2. ADD-ON: 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 Add-on, 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 Add-on 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 Add-on.
- 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.

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

#### UIN: IRDAN152RP0008V04201516/A0030V01201920

#### 3. ADD-ON: 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 ingression/leakage of lubricating oil which directly cause loss or damage to the aforesaid parts.

## **Special Conditions:**

- a) For the purpose of this Add-on, '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 Add-on, '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 Add-on, '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 Add-on, 'Gear Box Parts' shall mean all internally lubricated parts contained within the transmission case including cooler, cooler lines, filer 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.

#### **Applicable Exclusions:**

The Company shall not be liable under this Add-on 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 Add-on.
- 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.

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

#### UIN: IRDAN152RP0008V04201516/A0031V01201920

#### 4. ADD-ON: 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 Add-on, "Purchase Invoice Price" shall mean the ex- showroom price of the insured vehicle and includes the value of factory or vehicle dealer accessories that were fitted at the time of purchase. The value of body (Non manufacturer provided - if built outside) can also be covered if the same is endorsed in the policy & there is documentary proof of the cost incurred.
- b) Purchase Invoice Price also includes the cost of a standard package policy (without any add on covers or endorsements), amount paid towards registration of the insured vehicle, applicable road tax and Octroi.
- c) The Company shall not accept any claim under this Add-on, where a claim under Section I of the Policy is not payable.

#### **Applicable Exclusions:**

The Company shall not be liable under this Add-on 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 / body which is not additionally insured / endorsed under the Policy shall not be covered.

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

## UIN: IRDAN152RP0008V04201516/A0032V01201920

#### 5. ADD-ON: Road Side 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 road side assistance services claims during the Policy Period and commencing from the policy start date:
  - a) Towing due to an accident or breakdown: In the event that a Vehicle is immobilized due to the breakdown or accident and "On-site" preliminary support to make the vehicle roadworthy is not possible, the Company shall arrange and bear the expense for transferring the Vehicle to the Nearest Authorized dealership. These services shall

be provided using equipment/s deemed most suitable by the authorized vendor of the Company. Limit for such transfer distance shall be 50 kms from the breakdown location. Towing distance calculation will be on garage to garage basis. Any extra towing KMs charges beyond 50 KMs will be borne by the customer. Towing will be available for mechanical breakdown, accidents, and also key lost cases where repair cannot be done on the spot. Interstate charges and toll charges as well as all other government taxes shall be borne by the customer. In case the nearest dealer is in other state, customer has to bear all the transit charges (tolls, permits and other applicable government taxes).

- b) Coordination in Extraction or Removal: In the event of vehicle being stuck in ditch, pit or valley, coordination will be done with external agencies where ever possible. Cost to be borne by Customer. Any consequential damage during the process will be borne by the Customer.
- c) Load Transfer: In the event of Breakdown of the Insured vehicle which is loaded and requires unloading of the goods, the Company/ service provider on receipt of the service request from the Customer shall co-ordinate and provide contact details of nearby professionals in related field and earnestly try to ensure their first contact, in order to provide convenience to the customers. The Company/ service provider shall not be held responsible for the quality of services. The actual cost for availing such service will be borne by the customer. The Company/ service provider's role shall end as soon as contact details are provided to the customer. In case such services are not available in that area, the Company/ service provider shall not be held responsible in any manner, whatsoever.
- d) Battery jump start: In the event of Breakdown of the Insured vehicle 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 Add-on.
- e) Arrangement/ Supply of fuel: In the event of Breakdown of the Insured vehicle due to emptying of its fuel tank, the Company shall arrange for supply of up to Ten 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 Add-on.
- f) Flat Tyre(s): In the event that the Vehicle has a puncture or tyre burst, the Company shall support the Customer in replacing the flat tyre with spare tyre. In case of non availability of spare tyre, the Company will try to repair the faulty tyre. This service is based on the availability of tyre repair shop near the breakdown location. All the cost related to rendering such service will be charged to customers.
- g) 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.
- h) **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.
- i) Minor Repairs: In the event the Vehicle having a breakdown due to minor mechanical/ electrical fault, the company shall support by arranging vehicle technician to the breakdown location. The company will bear the labor cost and conveyance charges. Cost of spare parts if required to repair the vehicle on the spot will be borne by the Customer

For the purpose of the Add on, 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.

For the purpose of this Add-on, Breakdown shall mean the event where the vehicle is immobilized or rendered unfit for the purpose of driving on the road.

#### **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.
- 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.
- Any loss/damage caused to the insured vehicle when it is being used/driven against the recommendations of the owner's/manufacturer's manual.

## UIN: IRDAN152RP0008V04201516/A0033V01201920

#### 6. ADD-ON: 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. The Company hereby undertakes 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:

 The cost to replace keys to vehicles that You do not own for personal use;

## UIN: IRDAN152RP0008V04201516/A0034V01201920

#### 7. ADD-ON: 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 claim under Section I of the policy 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
- All the other provision(s) relating to the NCB (No Claim Bonus) as mentioned in the base Goods Carrying Vehicle Package/Comprehensive Policy and/or General Regulation No. 27 of Indian Motor Tariff remain unaltered.
- 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 Add on cover 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 is fraudulently made by the Insured
- 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: IRDAN152RP0008V04201516/A0035V01201920

#### 8. ADD-ON: 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
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):

- 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
- Duly completed and signed claim form in original as prescribed by the Company.
- Copy of FIR/ Panchnama /Police Inquest Report (if conducted) duly attested by the concerned Police Station;
- Copy of Medico Legal Certificate(if conducted) duly attested by the concerned Hospital

## Additional documents required in case of Death

- 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.

## $\label{lem:decomposition} \textbf{Additional documents required in case of Disablement}$

 Original treating Medical Practitioner's certificate describing the disablement;

- 2. Original 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.
- 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: IRDAN152RP0008V04201516/A0036V01201920

#### 9. ADD-ON: 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 Owner Driver, Paid Driver, Cleaner traveling in / driving 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 payable only to the registered owner or persons employed by the insured for driving / maintaining the vehicle in the course of employment however the number of persons/ passengers traveling in the insured vehicle should not exceed more than as specified in the registration certificate at the time of occurrence of such incident.
- Minimum 24 hour hospitalisation 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:

Accident	means sudden, unforeseen and involuntary event caused by external, visible and violent means	
Hospital	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	
Pre-existing Disease	means any condition, ailment or injury or related 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: IRDAN152RP0008V04201516/A0037V01201920

#### 10. ADD-ON: 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 nonavailability 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: IRDAN152RP0008V04201516/A0038V01201920

#### 11. ADD-ON: 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.
- 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: IRDAN152RP0008V04201516/A0039V01201920

## 12. ADD-ON: Loss of Income:

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 hereby undertakes to pay the amount as shown in the policy schedule towards loss of income 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 upto maximum number of days 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 Loss of Income 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 subject to the maximum number of days mentioned in the policy schedule
- d) It will be condition precedent to the liability that vehicle must be in commercial use for minimum 30 days prior to the date of accident resulting into claim under this coverage substantiated by valid documentary evidence.
- e) The vehicle is repaired at a garage authorized by the Company.

#### UIN: IRDAN152RP0008V04201516/A0040V01201920

### 13. ADD-ON: 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, the Company will reimburse the actual amount upto the limit as mentioned in the policy schedule to only the registered owner driver, paid driver, cleaner or conductor of the vehicle as mentioned in the policy schedule 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 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:

Accident	means sudden, unforeseen and involuntary event caused by external, visible and violent means	
Hospital	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	
Pre-existing Disease	means any condition, ailment or injury or related 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	

# Applicable Exclusions:

thereafter.

- 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,

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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: IRDAN152RP0008V04201516/A0099V01201920

#### ADD-ON: Cover for expenses towards transhipment and vehicle recovery

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 provide the amount as mentioned in the policy schedule towards moving the vehicle to the nearest garage from the accident location along with transhipment of the goods in alternate transport, in case of accident of the insured vehicle.

#### **Special Conditions:**

- The benefit is payable only in case if the claim is admissible under section 1 of the policy
- Documentary proof of expenditure incurred towards transhipment charges must be submitted.
- Benefits is limited to two occurrence during the policy year
- Minimum of the actual expenses incurred or amount as per the policy terms & conditions would be payable.
- Any charges incurred over and above the limit mentioned for this Add on in the Policy Schedule will be borne by insured only.
- Vehicle should not be a total loss/Constructive Total Loss or Cash-loss.

UIN: IRDAN152RP0008V04201516/A0101V01201920

#### 15. ADD-ON: 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: IRDAN152RP0008V04201516/A0100V01201920