

COMMERCIAL VEHICLE SECURE (MISC D)

PROSPECTUS

1. Scope of Cover

Section I: Loss of Or Damage to The Vehicle Insured

Cover for any Partial or Total Loss or Damage to the vehicle due to natural calamities such as - Fire, explosion, self-ignition or lightning, earthquake, flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost landslide, rockslide etc. Or man – made calamities such as burglary, theft, riot, strike, malicious act, accidental external means, terrorist activity, any damage in transit by road, rail, inland waterway, lift elevator or air, etc.

Section II: Liability to Third Parties

Covers legal liability for third party property damage and third-party bodily injury (including death) due to an accident.

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.

Section IV: Personal Accident Cover for Owner-Driver

Personal Accident Cover is provided to the Owner-Driver whilst driving the vehicle including mounting into/ dismounting from or traveling in the insured vehicle as a co-driver.

2. Add on covers

S. No	Add-on Name and Description
1	Depreciation Cover Description: Covers 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 UIN – IRDAN152RP0007V04201516/A0199V01202526

3. **Policy Excess/Deductibles** – 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

4. Exclusions

GENERAL EXCEPTIONS (Applicable to all Sections of the Policy)

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

1. Any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
2. Any claim arising out of any contractual liability;

3. Any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is a. Being used otherwise than in accordance with the 'Limitations as to Use'. Or b. Being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
4. a. Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss b. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
5. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. Any accidental loss damage and/or liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

5. Sum Insured

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

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

6. Conditions

a) Cancellation:

I. Cancellation by Company

The Company may cancel the policy on the grounds of established fraud, subject to clause III mentioned under this section, by sending seven days notice by recorded delivery to the Insured's last known address and in which case the policy will be cancelled 'ab-initio' with forfeiture of premium and non-consideration of claim, if any.

II. Cancellation by Insured

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

one year) subject to submission of proof that vehicle is insured elsewhere at least for Liability Only cover and original certificate of insurance.

III. Liability to Third Party section 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 period of insurance.

b) Salvage

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.

c) 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.

7. Claims Process

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 day
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

- 8. Endorsement wordings** - Please refer to INDIA MOTOR TARIFF – ENDORSEMENTS wordings available on our website www.zurichkotak.com

9. Obligations of the Policyholder

- Insured should disclose all material information correctly at time of filling the proposal form
- In case of any change / modification / addition to the already declared information, Insured should immediately bring it to Company’s notice
- Disclosure of other material information during the policy period.
- Non-disclosure of material information may affect the claim settlement.

("Material Information" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk such as Purpose of the Vehicle, Usage of the Vehicle, Claim details (accident date, spot of accident, damaged parts etc.), details of vehicle, NCB details etc.)

10. Grievance

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/ complete Grievance Redressal Process is also available at Company’s website: www.zurichkotak.com

Note:

For detailed Coverage, Exclusions, Conditions etc., it is recommended to go through the Specimen copy of the Policy Wording which can be collected from any of our branch or downloaded from company web site.

**STATUTORY WARNING - PROHIBITION OF REBATES
(Under Section 41 of Insurance Act 1938)**

- 1) No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property, in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.
- 2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.