

PROSPECTUS
LIABILITY ONLY (PRIVATE CAR)

1. Scope of Cover

The coverages available under this policy are listed in below and will be applicable as mentioned in the Policy Schedule.

Section I: Liability to Third Parties

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

Section II: Personal Accident Cover for Owner-Driver

Personal Accident cover is available under this policy if opted by insured. However, the cover is applicable only for registered owner who is holding valid and effective Driving License. Further, this cover is applicable, while the owner cum driver is travelling in the insured vehicle as driver, co-driver, while mounting and dismounting. This cover is not available where the vehicle is owned by company, partnership firm or any other body corporate. If the owner has taken personal accident cover under any other policy, this cover is optional. Please refer to the policy wordings for detailed terms and conditions.

2. General exceptions

1. The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein
 - (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.
2. The Company shall not be liable in respect of any claim arising out of any contractual liability;
3. 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 arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
4. 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 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 or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
5. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

6. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

3. Sum Insured

Section	Coverage	Sum Insured
Section I	Liability to Third Parties	As per Provisions of Motor Vehicles Act
Section II	Personal Accident Cover for Owner-Driver	INR 15,00,000/-

4. 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:

- Double Insurance
- 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.

5. Claims Process

Toll free / IVRS number of the insurer: 1800 266 4545 (8 AM TO 8 PM)

Website / Email: www.zurichkotak.com/ care@zurichkotak.com

Details of designated company officials to be contacted in time of claim:
zkgi.motorclaimservices@zurichkotak.com

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

7. **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.)

8. **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: The above grievance mechanism and claim intimation process is applicable for the personal accident cover. The Claim for Third Party injury, death and property damage shall be routed through judicial process.

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.