

## **VALUE AUTO COVERAGE MANUAL**

ITGI has drafted "Value Auto Coverage" as Add On(s) to Standard Motor Package Policy for its insurance customers of Private Cars, Two Wheelers and Commercial Vehicles for their specific needs and requirements. The Standard Motor Package Policy covers the risk of loss, damage to the Vehicle, Third Party Liability for Bodily Injury, Death, Property Damage and Personal Accident to Owner Driver, passengers. However there has been consistent demand to cover the gaps existing in the current policy alongwith to cater to new risks emergent with new financial order in the country, globe linking physical and financial risk and also to provide more and more services alongwith indemnity under Motor Insurance Policy. In view of these factors, ITGI has come up with Value Auto Coverage which encompasses covers like Depreciation Waiver, New Vehicle Replacement, Medical Expenses, Full Personal Accident Coverage alongwith permanent total and partial disablement with additional benefits, Wreckage Removal cost, Towing, Storage cost Accommodation and Travel Expenses etc. The details of these covers will be dealt in separate parts alongwith premium rating, underwriting guidelines.

This Coverage has following features: -

### **SECTION A: IMPORTANT DEFINITIONS**

1. **Proposal**

It means any signed Proposal by filling up the questionnaires and declaration(s), written statements and any information in addition thereto supplied to ITGI by the Insured.

2. **Coverage**

It means the Coverage booklet, the additional Schedule for this coverage and any applicable endorsement or memoranda. This Coverage contains details of the extent of cover available to Insured, what is excluded from the cover and the conditions, warranties, provisions on which the Coverage is issued.

3. **Sum Insured/ Limit**

It means the monetary amounts shown as limit for Benefits/Indemnify under different Section(s), Part(s), Benefit(s), Additional Benefit(s) and Extension(s) of the Coverage.

4. **Schedule**

It means the latest Schedule issued by ITGI as part of this Coverage for Insured Vehicle(s) under "Value Auto Coverage". It provides details of Section(s), Part(s), Extension(s), Endorsement(s), Benefits, Additional Benefits of the Coverage which are in force, and the level of cover Insured has. A revised schedule will be sent at each renewal.

5. **IDV (Insured Declared Value)**

It will be as per the definition and description given under Standard Motor Package Policy and mentioned in the Schedule of Standard Motor Package Policy for Private Car, Two Wheelers and Commercial Vehicles as the case may be.

6. **Insured**

It means the person, entity to whom the Standard Motor Package Policy and Value Auto Coverage has been issued.

7. **Insured Person(s)**  
*It means anyone on insured's behalf including insured, insured's family, employees, directors and partners travelling in the Insured Vehicle with insured's consent as per seating capacity of the Vehicle as recorded in the Registration Certificate.*
8. **Damage/Damaged**  
*It means loss of or damage to the Insured Vehicle including accessories.*
9. **Accident/ Accidental**  
*It means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant, continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.*
10. **Breakdown**  
*It means the sudden and unforeseen failure of parts of the vehicle, but not by normal wear and tear, normal deterioration or negligence necessitating immediate repairs or replacements.*
11. **Excess**  
*It means the first part of any Claim for which Insured, Insured person(s), any beneficiary(s) under the coverage is/are responsible. Any Sum Insured/Limit will apply after the Excess has been deducted.*
12. **Family**  
*It means the spouse, children, parents and other relatives normally living with Insured.*
13. **Geographical Limits**  
*It means within Indian Territory, unless otherwise specified.*
14. **Coverage Period/Period of Coverage**  
*It means the period commencing from the effective date and hour as shown in the Schedule and terminating on the expiry date as shown in the Schedule for this Coverage.*
15. **Accessories**  
*It means parts of Insured Vehicle(s) which are not directly related to direct functioning of the vehicle in its drive. This includes in-car entertainment, such as radios, and communication equipment which form part of Insured Vehicle(s), as well as portable phones while they are connected to a power source in Insured Vehicle(s), and also non electrical/ electrical items such as seat cover, mats and/or other likewise furnishings.*
16. **Event**  
*It means any one event or series of events arising out of one common cause or source in connection with the Insured Vehicle.*
17. **Claim/Benefit**

*It means ITGI's liability to Insured under the Coverage arising out of Event(s) covered under the Scope of the Coverage.*

**18. Total loss/Constructive Total loss**

*It means that the Insured Vehicle is treated as Total loss/ Constructive Total loss if the aggregate cost of retrieval and/or repair of the vehicle, subject to term(s) and condition(s) of the Standard Motor Package Policy exceed 75% of IDV (Insured Declared Value) of the vehicle as defined/described in the Standard form for Standard Motor Package Policy.*

**19. Insured Vehicle**

*It means the Motor Vehicle owned by Insured which ITGI is insuring under this coverage. This includes standard tools, options and accessories while they are in or on Insured's Vehicle.*

**20. Driver**

*(a) It means any person including insured person who whilst driving holds an effective driving license at the time of accident and is not disqualified from holding or obtaining such a license.*

OR

*(b) Any person including insured person whilst driving holds an effective learner's license and such person satisfies the requirement or Rule 3 of the Central Motor Vehicle rules 1989 or as amended thereon.*

**21. Standard Motor Package Policy**

*It means the Policy which covers loss or damage to the Insured Vehicle in addition to the coverage for Third Party liability for bodily injury and/or death and property damages, including Personal Accident Coverage for Owner-Driver.*

**22. Limitation as to Use**

*It means the use of the Insured Vehicle by Insured or anyone on Insured's behalf in accordance with the Schedule issued by ITGI as a part of Standard Motor Insurance Policy form for the Insured Vehicle of Private Car, Two Wheelers, Commercial Vehicles as the case may be.*

**23. Place of Residence/Work**

*It means Insured's address as per ITGI's latest record. In case of individual insured or corporate(s) who have provided vehicles to their employees for exclusive use, it is the place of residence or office address of individual insured or employee concerned. However in case of corporate(s)/concern(s) using vehicles for general or business or professional purpose, it is the office address in the city where the vehicle(s) is/ are located.*

**24. Repair Shop or Garage**

*It means legally approved professional mechanic workshop authorised by Insured with ITGI's consent or authorised by ITGI and adequately equipped to deal with the breakdown or accident in question*

**25. Reasonable and Customary charges**

*It means a charge for repair/replacement of the vehicle and/or its parts or medical treatment of the Insured Person(s), which is/are considered Reasonable and Customary to the extent that it does not exceed general level of charges being made by others of similar standing in the city where the charge is incurred for comparable faults, problems, services or supplies to vehicle(s) of same model, make, and capacity; or comparable illness, injury, disease to the person(s) of similar age, health profile.*

**26. Medical Expenses**

*For the purpose of this coverage it means the expenses incurred for medical treatment required as a result of injury sustained. It includes the Doctor's fees, Surgeon fees; Operation Theater charges, Room & Nursing charges in Hospital, Cost of Medicines including vitamins, Lab & Diagnostic tests, cost of other materials involved in treatment.*

**27. Hospital/Nursing Home**

*It means any institution within India established for indoor care and treatment of disease/injuries which:*

*a) Has been registered as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner.*

**OR**

*b) Should comply with minimum criteria as under:*

*i) It should have at least 15 in-patients beds.*

*ii) Fully equipped Operation Theatre of its own where surgical operations are carried out.*

*iii) Qualified Nursing staff under its employment round the clock.*

*iv) Qualified Medical Practitioner(s) in charge round the clock.*

*In Class 'C' town where population is less than 5 lakhs, the institution should have at least 10 in-patient beds.*

*The term "HOSPITAL/NURSING HOME" shall not include an establishment, which is a place or rest, a place for the aged, a place for drug-addicts, a place for alcoholics, a hotel or a similar establishment.*

*The requirement of Operation Theatre may be waived for such establishments which provide treatment under disciplines which do not resort to surgery, such as Ayurvedic treatment.*

*However, the other criteria should remain unaltered except for very emergency situations where any of the criteria can be relaxed for claim purpose in the context of the availability of standard Hospitals in nearby areas.*

**28. Medical Practitioner**

*It means a person holding a degree/diploma of a recognised institution registered by Medical Council of respective State of India. The term Medical Practitioner would include Physician, Surgeon and Specialist.*

**29. Temporary Total Disablement**

*It means the bodily injury which as its direct consequence will prevent the insured person(s) from engaging in all types of occupation or any employment whatsoever for a period not exceeding 52 (Fifty Two) weeks since the date of injury to the time, the insured person is fit enough to resume duty or engage in any kind of occupation as certified by Registered Medical Practitioner(s).*

**30. Personal Effects**



Market Value beyond the cost of repair or replacement.

12. **Existing Damage** - Any Damage, injury, accident, disease or illness occurring before the cover commences under the Coverage.

**SPECIAL CONDITION(S) UNDER SECTION B, “SCOPE OF COVERAGE”**

1. The Scope of Coverage is subject to the following level of deduction for the depreciation in respect of parts replaced as per Section 1 (Own Damage) of Standard Motor Package Policy:-
- a) For all rubber/nylon/plastic parts, tyres and tubes, batteries and airbags - 50%
  - b) For all fiber glass components - 30%
  - c) For all parts made of glass - Nil
  - d) Rate of depreciation for all other parts including wooden parts will be as per the following schedule:

AGE OF THE 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%

2. The Scope of Coverage for the benefits under “Value Auto Coverage” is valid and applicable for all the benefits, extensions, endorsements, condition(s), provision(s) of the relevant Standard Motor Package Policy of ITGI for the same Insured Vehicle. These may be in the form of extension of Geographical Area, Coverage of Accessories, CNG/LPG Kit with Bifuel Kit, Limited Cover of Fire and/ or Theft with or without liability as applicable under the Standard Motor Package Policy for which the relevant additional premium rate has been charged or the discounts have been given and such coverages have been mentioned by IMT numbers on the Standard Motor Package Policy. There may be Variations allowed by ITGI to exclude, alter, change the provision(s) under relevant parts of Section C, “Benefits”.

**SECTION C: BENEFITS**

The resultant benefits after loss, damage to the vehicle related to the use, maintenance of the insured

vehicle are given under this section. The requirements of benefits may arise in case of loss, damage to the insured vehicle, as the Standard Motor Insurance Policy does not cover all the requirements of vehicle owner e. g. Depreciation Waiver, New Vehicle Replacement, Towing, Storage etc. Further some of the benefits may arise as a result of ownership, use, operation of the vehicle but not necessarily as a result of accident to the vehicle such as Medical Expenses to the insured person, personal accident coverage etc. The benefits are of following types:

1. Depreciation Waiver
2. New Vehicle Replacement
3. Daily Rental/Travel Cost (Applicable for Private Cars and Two Wheelers)
4. Personal Effect and Belongings
5. Medical Expenses
6. Personal Accident Coverage
7. No Claim Bonus (NCB) Protection
8. Increased Property Damage Liability Benefit
9. Wreckage/Debris Removal Cost
10. Loss of Income or Vehicle Hire Cost (Applicable for Commercial Vehicles)
11. Towing and/or Removal/Storage of the Insured Vehicle
12. Accommodation and Travelling Expenses
13. Transport, Redelivery or Repatriation of Repaired Vehicle

## **PART 1**

### **DEPRECIATION WAIVER**

If the Insured Vehicle is damaged as per Section B, "Scope of Coverage" and for which ITGI has the liability in **Standard Motor Package Policy**, then the benefits of 'Depreciation Waiver' will be provided to Insured subject to the following:-

- 1) ITGI will pay the amount deducted towards the depreciation on parts as per the Survey Report in the partial loss claims under Own Damage Section of Standard Motor Package Policy.
- 2) The benefits of Depreciation Waiver will be provided only if the replacement of parts is considered necessary, not that this benefit will be used to change each and every part for the insured vehicle under the claim of OD Section of Standard Motor Package Policy. The irreparability of part(s) will be decided by the Surveyor as approved by ITGI and not by the insured or the Repair shop.

#### **Exclusion(s)**

ITGI will not be liable for:

- a) Any excess of Standard Motor Package Policy or any excess of this Coverage.
- b) Any partial payment of amount deducted towards depreciation i.e. less than or part of the percentage mentioned in the Special Condition(s) 1) of Section 'B' 'Scope of Coverage' unless ITGI has decided to provide the limited coverage of depreciation waiver.

It means if there is damage to parts leading to its replacement and the age of the Vehicle is one year old on which a depreciation of 10% to be applied on metal parts, then there can not be 5% depreciation allowed unless a specific endorsement has been passed in the coverage to cover such limited depreciation. Therefore it will be all or none depreciation under this coverage.

## **PART 2**

### **NEW VEHICLE REPLACEMENT**

If the Insured Vehicle is lost, damaged as per Section B "Scope of Coverage", then the benefit of New Vehicle Replacement will be given as per following conditions:-

- 1) If the Insured Vehicle becomes a Total Loss within the prescribed age of the vehicle, ITGI will pay for the actual amount difference between the IDV (Insured Declared Value) of the Insured Vehicle and the current Ex-Showroom price of New Vehicle of same make, model, features, specification.
- 2) The Insured Vehicle is available for sale as New Vehicle in India and is not out of production; otherwise for such vehicles which are out of production the claim will be settled as per Condition No. (3)(a) i. e. Total Loss claim settlement of Standard Motor Package Policy.
- 3) If the Insured Vehicle goes out of production after commencement of insurance; then the difference between last available Ex-Showroom price of the insured Vehicle and IDV (Insured Declared Value) will be paid.
- 4) The available Ex-Showroom price for the Replacement of the vehicle can not be for a date after the settlement of Total Loss Claim for the insured vehicle under Own Damage section of Motor Policy.
- 5) **Insurance Cost:-** ITGI will also pay for insurance cost of contracting a new Insurance Policy on the same terms of insurance for the same make, model as that of insurance of the Insured Vehicle which is subject to the Total Loss. This payment of Insurance Cost will be made after deducting the pro-rata premium of Insurance Policy of Insured Vehicle for the period of insurance from the inception till the



date of accident on which the Insured Vehicle has become subject to the Total Loss.

- 6) **Registration Cost:-** ITGI will also pay for the On-Road cost i.e. including Registration and Road Tax cost for the New Replacement vehicle on the same terms including make, model as that of the Insured Vehicle after accounting for any refund obtained from Registration authority for the Insured Vehicle.

**Exclusion(s)**

ITGI will not be liable for:-

- a) More than actual amount of difference between Ex-Showroom price of New Vehicle of same make, model, specification as that of Insured Vehicle and the IDV (Insured Declared Value) of the Insured Vehicle meaning thereby that ITGI is not liable for the difference between the lower IDV (Insured Declared Value) than the prescribed IDV (Insured Declared Value) under the Standard Motor Package Policy for the insured vehicle and New Replacement cost of the Vehicle.
- b) Any Claim for Insurance cost unless the New Replaced Vehicle is insured with ITGI.
- c) Any claim on account of difference in amount due to change in location of Registration Authority or of insurance zone for the purpose of premium computation from the place for which Registration fees, Road Tax and insurance premium was paid in respect of the insured vehicle.

**Basis of Claim Settlement and Application of Premium:-**

- a) If there is New Vehicle at a cost of Rs. 1 (One) Lac, which was supposed to be insured for Rs. 95,000/- (Ninety Five Thousand) and after 8 (Eight) months, the cost of new vehicle of same make, model becomes Rs. 1.20 (One Lac and Twenty Thousand) Lacs. Then in Total Loss, ITGI will pay a difference of Rs. 25,000/- (Twenty Five Thousand). But if the Vehicle was insured for only Rs. 90,000/- (Ninety Thousand), then also ITGI will pay Rs. 25,000/- (Twenty Five Thousand) and Rs. 5,000/- (Five Thousand) on account of lower insurance value will be borne by insured. Further if the Vehicle cost falls and becomes Rs. 97,500/- (Ninety Seven Thousand & Five Hundred), then ITGI will pay Rs. 2,500/- (Two Thousand & Five Hundred). But for any cost below Rs. 95,000/- (Ninety Five Thousand), ITGI is not liable.
- b) Suppose the vehicle is Maruti Alto (VXi) and this is stolen after 6 months of inception of insurance. In this case the insurance premium paid for the current year alongwith Registration Cost of the insured vehicle will be added in the Sum Insured for the purpose of premium computation and in case of total loss, the new insurance premium for the same model will be reimbursed subject to prorata deduction of insurance premium for the period since inception till date of loss. Similarly the registration cost payable the same model, make will be reimbursed without prorata deduction unless there is refund obtained from RTO on this account.

**PART 3**

**DAILY RENTAL/TRAVEL COST**

**(APPLICABLE FOR PRIVATE CARS AND TWO WHEELERS)**

If the Insured Vehicle(s) is lost, damaged in accordance with Section B, “Scope of Coverage” and there is liability to ITGI under own damage section of Standard Motor Package Policy, the benefit of Daily Rental/Travel Cost will be given to Insured as per the following.

- l) **Total Loss Claim(s):-** If the Insured Vehicle is stolen, damaged and is subject to Total Loss

Settlement as per Condition No: 3(a) within the Scope of Standard Motor Package Policy for Private Car(s)/Two Wheeler(s); then ITGI will pay for the arrangement of a rental vehicle or give daily travel cost subject to the following.

a. Until the claim is settled as per total loss claim settlement in accordance with the Condition No (3) (a) of Standard Motor Package Policy.

OR

b. A maximum of 30 days from the date of accident resulting into loss/damage, Whichever is earlier of a) or b)

### **Limit of Liability**

The Maximum Daily Rental or Travel cost, ITGI will pay as per following table:-

<b>Table 3A (Private Cars)</b>	
<b>IDV (Insured Declared Value)</b>	<b>Daily Rental Cost*</b>
(i) Upto Rs. 4 Lacs	Rs. 600/-
(ii) Above Rs. 4 lacs and upto 8 lacs	Rs. 900/-
(iii) Above Rs. 8 lacs and upto Rs. 12 lacs	Rs. 1,200/-
(iv) Above Rs. 12 lacs and upto Rs. 20 lacs	Rs. 1,500/-
(v) Above Rs. 20 Lacs	Rs. 2,000/-
(vi) As opted by insured in the Standard Private Car Package Policy.	As opted by insured but not exceeding 1% (one percent) of IDV (Insured Declared Value)

**\*The limit for Daily Rental/Travel Cost is for each 24 hours.**

<b>Table 3B (Two Wheeler)</b>	
<b>IDV (Insured Declared Value)</b>	<b>Daily Rental Cost*</b>
(i) Upto Rs. 30,000/-	Rs. 75/-
(ii) Above Rs. 30,000/- and upto Rs. 50,000/-	Rs. 125/-
(iii) Above Rs. 50,000/- and upto Rs. 1 Lac	Rs. 200/-
(iv) Above Rs. 1 Lac	Rs. 300/-
(v) As opted by insured in Standard Two Wheeler Package Policy	As opted by insured but not exceeding 1% (one percent) of IDV (Insured Declared Value)

**\*The limit for Daily Rental/Travel Cost is for each 24 hours.**

- II) **Partial loss settlement:-** If the Insured Vehicle is stolen, damaged and is subject to partial loss settlement as per Condition No 3(b) i.e. losses other than Total/ Constructive Total Loss, within the Scope of Standard Motor Package Policy for Private Car(s)/Two Wheeler(s), then ITGI will pay the Insured for arrangement of a rental vehicle or give daily travel cost subject to the following:-
- a) This daily rental travel cost will be provided
    - i) From the date and time, repairs to the Insured Vehicle(s) is/are authorised by the workshop Manager as per the job card
    - OR
    - ii) The date the Insured Vehicle is made available for repair to be commenced; Whichever is later of a (i) or a (ii) of above.
  - b) The Maximum daily rental cost payable is as per the benefit(s) given in the Table 3A/3B, mentioned for Total Loss Settlement as per the following provision(s)
    - i) For a maximum of 14 days
      - OR
      - ii) Until the repairs have been completed
        - OR
        - iii) Until ITGI settles the claim by paying the Insured or Repair shop
          - OR
          - iv) The delivery of insured vehicle taken by Insured or Insured's representative, Whichever happens first of b (i) to b (iv).

**Exclusion(s)**

ITGI will not be liable for:-

- a) First 24(Twenty Four) hours, of period of ITGI's liability in accordance with the coverage.
- b) The cost of fuel and other running, maintenance cost, Driver fees for the rental vehicle.
- c) Damage to rental vehicle and/or any liability arising out of use of said vehicle.
- d) More than 50% (Fifty Percent) in respect of Private Car(s) of daily rental charge/travel cost unless the bills, receipt towards hiring and use of rental vehicle are submitted.
- e) Unless there is a claim lodged and liability accepted under Own Damage Section of Standard Motor Package Policy except stated otherwise.

**PART 4**  
**PERSONAL EFFECT AND BELONGING**

ITGI will cover the risks of Personal effects, Belonging and Clothings belonging to Insured Person which are in/on the insured vehicle and

- 1) Damaged as a result of insured perils operating upon the Insured Vehicle.
- 2) Stolen from the locked Insured Vehicle.
- 3) Stolen at the same time as Insured Vehicle is also stolen.

**Basis of Claim Settlement**

The actual value of property stolen/damaged i.e. New Replacement cost of any item in India less an allowance for age, wear & tear and depreciation will be paid in case of any claim.

### **Limit of liability**

The maximum amount payable in any one event is as per the following limits.

<b>Table 4A</b>		<b>Table 4B</b>	
<b>Private Car</b>		<b>Two Wheeler</b>	
<b>Cubic Capacity</b>	<b>Limit</b>	<b>Cubic Capacity</b>	<b>Limit</b>
(i) Upto 1000 CC	Rs. 7,500/-	(i) Upto 150 CC	Rs. 2,000/-
(ii) Above 1000 CC and upto 1750 CC	Rs. 10,000/-	(ii) Above 150 CC and upto 300 CC	Rs. 3,000/-
(iii) Above 1750 CC	Rs. 15,000/-	(iii) Above 300 CC	Rs. 4,000/-

<b>Table 4C</b>		
<b>Commercial Vehicle</b>	<b>Limit of liability</b>	
(i) Two Wheelers	75% of the limit given in the Table 4B for Two Wheelers	
(ii) Three Wheelers (Goods Carrying & Passenger Carrying Vehicles)	Rs. 4,000/-	
(iii) Taxi	a) Upto 1000 CC	Rs. 6,000/-
	b) Above 1000 CC and upto 1750 CC	Rs. 9,000/-
	c) Above 1750 CC	Rs. 12,500/-
(iv) All other Commercial Vehicles	Rs. 10,000/-	

### **Exclusion(s)**

ITGI will not pay for

- a) Money, Stamp, debit or credit cards, tickets, vouchers, documents, securities.
- b) Any jewellery items including gems, stones.
- c) Goods or samples carried in connection with any trade or business.
- d) Mobile phones, Radio cassette or CD Players, laptops and/or any accessory of the Insured Vehicle.
- e) Property stolen unless the Vehicle is locked and all doors and windows properly fastened while unattended.
- f) Any Claim unless the complaint of items lost/stolen is registered with concerned legal Authorities and report copy obtained.
- g) Any Claim in respect of paid passengers or for other than insured person(s).

## **PART 5** **MEDICAL EXPENSES**

On the payment of additional premium, ITGI will cover the Medical Expenses upto the limit in the schedule for each insured person who is injured as a result of insured perils such as Fire, Explosion, Lightning, Flood and Storm risk, Earthquake, Accident, Attempt to resist theft and Burglary perils etc and

such injury(s) is/are sustained in direct connection with the insured vehicle or whilst mounting into/dismounting from or travelling in/on the insured vehicle.

**Additional Benefits: -**

**Special Expenses for Female Insured Person(s):** ITGI will cover the expenses incurred towards hiring the housemaid or housekeeper, tuition fees for their children for the period of disability in respect of female insured person(s) who are injured and for whom the liability for medical expenses have been accepted by us under this coverage. The maximum amount payable is 0.25% (One Fourth of a Percent) of limit of liability for anyone insured person as mentioned in Table 5A for each day of disability.

**Limit of liability:** The limit of liability will be as under:

<b>Table 5A</b>		
	<b>Limit for Anyone Insured Person</b>	<b>Limit for All Insured Persons</b>
a) Private Cars and other four wheeled vehicles used for carrying passengers for hire and reward with carrying capacity not exceeding 6 (Six) passengers (Taxis).	As opted by Insured	Twice the limit for anyone Insured Person
b) Two Wheelers	As opted by Insured	Same as that of limit for anyone Insured Person
c) Three Wheelers (Goods Carrying and Passenger Carrying Vehicles)	As opted by Insured	Same as that of limit for anyone Insured Person
d) Passengers Carrying Vehicles under Commercial Vehicles except Three Wheelers and four wheeled vehicles used for carrying passengers as mentioned in Table 5(a) above.	As opted by Insured	Three times the limit for anyone Insured Person.
e) All other Commercial Vehicles except Motor Trade Policies	As opted by Insured	Three times the limit for anyone Insured Person.

The Minimum Limit for all vehicles except Two Wheelers and Three Wheeler will be Rs. 50,000/- (Fifty Thousand) per anyone insured person and for Two Wheeler/Three Wheelers, it will be Rs. 25000/- (Twenty Five Thousand). The Sum Insured/Limit can be opted also in the multiples of Rs. 50,000/- (Fifty Thousand) for all other vehicles and in the multiples of Rs. 25,000/- (Twenty Five Thousand) for Two Wheelers/Three Wheelers.

**Special Provision(s)**

If Insured opts to choose the Limit of Liability on named basis, or any other basis as specifically agreed by ITGI then the limit for will be as per the option chosen against each person, and the total limit will be the limit any one person multiplied by total number of persons for whom the limit have been opted, but the total limit cannot exceed the seating capacity of vehicle multiplied by limit for Individual person limit opted by Insured.

**Exclusion(s):**

ITGI will not be liable for

- a) Medical expenses whilst the Driver driving the Insured Vehicle is under the influence of intoxicating liquor or drugs.
- b) Medical Expenses for more than number of passenger(s) legally entitled to travel in the Insured Vehicle and also more than actual number of insured person(s).
- c) Any Claim unless there is liability under own damage section of Standard Private Car Package Policy by same peril(s) as that of in this extension except for operation of insured peril(s) of Theft, Robbery, Burglary where the occupant(s) of the vehicle get(s) injury whilst attempting to resist the act of Robbery, Dacoity, Burglary and in such an event a written complaint with the Police must be filed and the copy of report obtained
- d) Any cost of Medicine, Vitamins, Tests not supported by Doctor's prescription.
- e) Medical Expenses unless the treatment to injury is not started being obtained within 24(Twenty Four) hours of act or attempted act of Burglary, Robbery, Dacoity upon the Insured Vehicle.
- f) Medical expenses of injured person(s) beyond 30(Thirty) days of the date of injury for normal treatment and beyond 60 (Sixty) days if the insured person(s) is/are hospitalized as an In-patient for more than 7 (Seven) days in the Hospital following injury.
- g) Any Claim in respect of any person including paid passenger other than Insured Persons.
- h) Any Claim unless the bills, receipts towards medical expenses and the certificate for the period of disability following injury, by Registered Medical Practitioner is/are submitted to us.
- i) Additional benefits of special expenses of female insured person(s) for a period exceeding 60(Sixty) days since the date of injury.

**PART 6**  
**PERSONAL ACCIDENT COVERAGE**

On the payment of additional premium, ITGI will pay compensation for bodily injury/death sustained by the insured person(s) in direct connection with the Insured Vehicle whilst mounting into/ dismounting from traveling in/on the Insured Vehicle caused by accidental means which independent of any other cause shall within six calendar months of such injury result in death or a disablement as described in the Table 6 of benefits below.

<b>Table 6 - Benefits</b>	
<b>Nature of Injury/Facility</b>	<b>Scope of Compensation as percentage of Sum Insured</b>
1. Death	100
2. Loss or Inability of	
a) An arm at the shoulder joint	70
b) An arm to a point above the elbow joint	65
c) An arm below the elbow joint	60
d) A hand at the wrist	55
e) A thumb	20
f) An index finger	10
g) Any other finger	5
h) A leg above the centre of the femur	70
i) A leg upto a point below the femur	65
j) A leg to point below the knee	50

k) A leg upto centre of tibia	45
l) A foot at the ankle	40
m) A big toe	5
n) Some other toe	2
o) An Eye	50
p) Hearing in one ear	20
q) Sense of smell	10
r) Sense of taste	5
3. Temporary Total Disablement benefit at the rate per week.	1% (One percent) or Rs 10,000/- (Rupees Ten Thousand) whichever is lower.

### **Additional Benefit**

- 1) **Funeral Expenses/Transportation of Dead Body:** - ITGI will pay for Funeral Expenses or Expenses for Transportation of dead body following death of Insured Person as per liability under this benefit of Personal Accident subject to a limit of Rs. 3000 (Rupees Three Thousand) for anyone insured person for anyone event provided that the accident takes place more than 100 (One Hundred) Kilometers from the Place of Residence/Work.
- 2) **Rehabilitation Program Benefit:** - If the Insured Person is entitled to compensation for Permanent Total Disablement benefit(s) within the Scope of Compensation as percentage of Sum Insured for 50% (Fifty Percent) and above as per the Table 6 of Benefits, then ITGI will pay upto 10% (Ten Percent) of the Capital Sum Insured (CSI) or Rs. 50,000 (Rupees Fifty Thousand) whichever is lower in addition to CSI for the cost incurred by Insured Person(s) to undergo Rehabilitation program to adjust to the injuries sustained. This limit is per Insured Person per event.
- 3) **Cost of Supporting Items:** - ITGI will cover the expenses for the cost of supporting items such as crutches, stretcher, tricycle, wheelchair, spectacles or any other item(s) which is/are necessary for insured person(s) as per the opinion of Registered Medical Practitioner. It is further provided that this cost of supporting items is/are payable if ITGI is liable in Part 5 (Medical Expenses) and/or Part 6 (Personal Accident). The maximum amount payable for anyone insured person for anyone event would be limited to Rs 10,000 (Rupees Ten Thousand) only.

**Important Point:-** the cost of supporting items is available for both Personal Accident Coverage and Medical Expenses Coverage.

### **Exclusion(s):**

ITGI will not be liable for

- a) Any Claim arising from or due to
  - i) Any willful, malicious or unlawful act.
  - ii) Insanity, the use of any alcohol/drugs (except as medically prescribed) or drug addiction.
- b) Any Claim arising from or resulting from intentional self injury, suicide or attempted suicide, physical defect or infirmity
- c) More than 100% (One Hundred Percent) of the Sum Insured stated in the schedule after adding degree of disablement in the Table 6 of benefits, even if accident impairs a number of physical or mental functions.
- d) Any Claim in respect of any person including paid passengers other than the Insured Person(s).
- e) Any Claim for more than number of passenger(s) legally entitled to travel in the Insured Vehicle(s) and also more than actual number of insured person(s).

- f) Any Claim for expenses under Additional Benefit(s) unless the bills, receipts are submitted to ITGI.

**Special Provision(s)**

- 1) If the accident affects any physical or mental function, which was already impaired beforehand, a deduction will be made equal in amount to this prior disablement.
- 2) In the event of permanent disablement, the Insured person will be under obligation:-
  - a) To have himself/herself examined at ITGI’s cost by doctors on ITGI’s behalf.
  - b) To authorise doctors providing treatments or giving expert opinions, other authorities including Insurers to supply ITGI any information that may be required,  
If the obligations are not met with due to whatsoever reason, ITGI is not liable to pay the claim.
- 3) The benefits under this part are not subject to the liability under Standard Motor Package Policy and also payable over and above personal accident coverage benefits under any other policy except for those mentioned in Additional Benefit(s).

**PART 7**  
**NO CLAIM BONUS (NCB) PROTECTION**

On the payment of additional premium, ITGI will protect the entitlement of No Claim Bonus under Standard Motor Package Policy for the Insured Vehicle of Insured subject to the following:-

- 1) The NCB will not be affected and the discount as per Table given in the Schedule of Standard Motor Package will continue, as if no claim has been made provided that the claim is on account of “Damage to Windscreen Glass or any other Glass” alone of insured vehicle and payable within the terms, conditions of the Standard Motor Package Policy.
- 2) The NCB can be earned, retained or reduced in the following period of Insurance on renewal, as per the following Table 7A:-

<b>Table 7A</b>			
<b>Percentage of NCB for the Insured Vehicle Insured has</b>	<b>For 1 claim, the NCB on renewal</b>	<b>For 2 claims, the NCB on Renewal</b>	<b>More than 2 claims the NCB on Renewal</b>
65%	65%	45%	Nil
55%	55%	45%	Nil
50%	50%	35%	Nil
45%	45%	35%	Nil
35%	35%	25%	Nil
25%	25%	20%	Nil
20%	20%	Nil	Nil
0%	20%	Nil	Nil

- 3) The NCB Protection is not available for the Claim made up to the Amount mentioned in the following Table 7B according to the category(s) of the Vehicles:-



Table 7B		Claim amount upto which the NCB protection is not available
Category of Vehicles		
(i)	Private Cars upto 1500 CC	Rs. 3,000/-
(ii)	Private Cars more than 1500 CC	Rs. 5,000/-
(iii)	Two Wheelers	Rs. 1,500/-
(iv)	a) All other Commercial Vehicles except following commercial vehicles (b) to (e).	Rs. 5,000/-
	b) Two Wheelers	Rs. 1,500/-
	c) Three Wheelers and Tractors	Rs. 2,000/-
	d)Taxi upto 1500 CC	Rs. 3,000/-
	e)Taxi more than 1500 CC	Rs. 5,000/-

4) All the other provision(s) relating to the No Claim Bonus as mentioned in Standard Motor Package Policy and/or General Regulation No. 27 of Indian Motor Tariff will remain unaltered.

**Important Points:-**

- i) This coverage will not be given merely on declaration of insured that the preceding policy did not have any claim. The renewal notice duly signed by Authorized Signatory of previous insurer along with previous year policy copy with full details of Registration number, Engine number, Chassis number of the vehicle and Address, Telephone No. of the insured is compulsory before giving this coverage. Only covernote of the previous year policy will not be valid for this coverage.
- ii) All the cases of 1<sup>st</sup> renewal onward except New Vehicles will be given this coverage only if the de-tariff discount in percentage term in the current policy is not increasing as compared to previous year policy discount percentage. It means thereby that the premium for this benefit should not be adjusted by increasing the discount from the previous year policy.
- iii) The New Private Car Vehicles upto IDV of Rs. 10 lacs will not be given this coverage unless the de-tariff discount under main standard package policy is less than 30%.
- iv) This NCB protection rate will be applicable on OD premium excluding detariff discount. It means that the loading for NCB Protection will be applied before detariffing discount and no detariff discount will be given on NCB Protection Premium.
- v) To start with, this coverage will not be given for Private Cars.

**PART 8**

**INCREASED PROPERTY DAMAGE LIABILITY BENEFIT**

ITGI will cover the legal liability of Insured including the legal cost, expenses as approved by ITGI for damage to property of third party. This property will be other than property belonging to Insured, his family or in his/her/their trust, custody and control, or carried in the insured vehicle.

**Limit of liability:-** It will be the limit in excess of limit of liability mentioned under liability to third party property damage of Section 2 of Standard Motor Package Policy. The limit will be for anyone event.

**Important Points:**

- 1) The terms, condition and exclusions will be as per Section 2, liability to third party of Standard Motor

Package Policy.

- 2) This property damage liability will be only for accidents caused by or arising out of use of the insured vehicle. Therefore insured vehicle not involving or meeting with accident such as pollution, falling goods and causing third party property damage will not be covered in this part.
- 3) The Vehicle of heavy weight and high value such as specialised vehicle and cranes should be given this coverage with utmost prudence.
- 4) Any limit of liability in excess of Rs. 25 Lacs (Twenty Five Lacs) for vehicles of Two Wheelers, Private Cars and in excess of Rs. 50 Lacs (Fifty Lacs) for all other Commercial Vehicles inclusive of limits under Standard Motor Package Policy should be given with due approval from the Corporate Office.
- 5) SBU Head can give a discount upto a maximum of 10%.

### PART 9

#### WRECKAGE/DEBRIS REMOVAL AND TRANSHIPMENT COST

ITGI will cover the costs, expenses incurred in respect of the clearing, removal of debris, wreckage and transhipment of goods on/to any other substitute vehicle, on account of an event covered under Section 2 “Scope of Coverage” involving the insured vehicle or due to goods falling from the insured vehicle.

**Limit of liability:** The limit of liability is restricted as the percentage of IDV as per following table

Table 9	
Class of Vehicle	Limit as per percentage of IDV under Standard Motor Package Policy
(i) Private Cars	4.0%
(ii) Two Wheelers, Three Wheelers (Passenger Carrying)	4.0%
(iii) Taxis, Buses	5.0%
(iv) Goods Carrying Vehicles including Three Wheelers	7.5%
(v) All other Commercial Vehicles	6.0%

#### **Exclusion(s)**

ITGI will not be liable for:

- a) Any cost if the Vehicle is parked or located in their residential premises/business, office premises where the vehicle is parked normally.
- b) Any Claim arising out of any exclusion mentioned under “What is not covered” of Section B “Scope of Coverage”.
- c) Any transhipment cost except in respect of Commercial vehicles.

### PART 10

#### LOSS OF INCOME OR VEHICLE HIRE COST (APPLICABLE FOR COMMERCIAL VEHICLES)

If the insured vehicle is lost/damage in accordance with Section B “Scope of Coverage” leading to the

Insured Vehicle being unavailable for operation and use, then ITGI will cover the reasonable costs of hiring a similar vehicle of same make, model or cover the loss of income, revenue in the following manner.

1) **Total Loss Claims:-** If the vehicle is lost/damaged and is subject to total loss claim settlement as per Condition No. 3(a) of Standard Motor Package Policy, then ITGI will pay Vehicle hiring cost subject to the following:-

a) Until the claim is settled as per “Total Loss” claim settlement in accordance with Condition No. 3(a) of Commercial Vehicle Package Policy.

OR

b) A maximum of 30 (Thirty) days from the date of accident resulting into loss or damage.

Whichever is earlier of first of 1) a) and 1) b)

The Maximum Daily Hiring charges payable is per the following table:

Table 10 A	
Type/Class of the Vehicle	Daily Hiring Charges*
(i) Three Wheelers (Goods Carrying and Passenger Carrying Vehicles)	Rs. 500/- (Five Hundred) or 1% (One Percent) of the IDV (Insured Declared Value) whichever is lower
(ii) Taxis	Rs. 3,000/- (Three Thousand) or 0.50% (Half Percent) of IDV (Insured Declared Value) whichever is lower.
(iii) Buses	Rs. 3,000/- (Three Thousand) or 0.50% (Half Percent) of IDV (Insured Declared Value) whichever is lower.
(iv) Goods Carrying Vehicles	a) Upto 25000 kg
	b) Beyond 25000 kg
(v) Miscellaneous Class ‘D’ Vehicle	Rs. 2,500/- (Two Thousand and Five Hundred) or 0.50% (Half Percent) of the IDV (Insured Declared Value) whichever is lower
(vi) Two Wheelers used as commercial	Rs. 4,000/- (Four Thousand) or 0.50% (Half Percent) of IDV (Insured Declared Value) whichever is lower.
(vi) Any Commercial Vehicle	Rs. 5,000/- (Five Thousand) or 0.50% (Half Percent) of the IDV (Insured Declared Value) whichever is lower.
	Rs. 125/- (One Hundred Twenty Five) or 0.5% of the IDV (Insured Declared Value) whichever is lower.
	As opted by insured but not exceeding 1.0% (One Percent) of the IDV (Insured Declared Value).

**\*The limit for Loss of Income/Daily Hiring charges is for each 24 hours.**

- 2) **Partial Loss Claims:** - If the Insured Vehicle is lost/damaged and is subject to Partial Loss Claim settlement as per condition no 3 (b) i. e. losses other than Total/Constructive Total Loss within scope of Commercial Vehicle Package Policy; then ITGI will pay to the insured for hiring charge incurred subject to the following:-
- a) i) Hiring Charges of the alternate similar vehicle will be provided from the date time of the repair(s) to the Insured Vehicle is/are authorised by the workshop Manager of Garage, Repair Shop as per the job card  
OR  
ii) The date the Insured Vehicle is made available for repairs to be commenced;  
Whichever is later of 2 a) i) or 2 a) ii) above.
  - b) The Maximum daily Hiring Charges, is payable as per the benefit(s) described in the Table 10(A) under Total Loss Claims subject to the following;
    - i) For a maximum of 14 (Fourteen) days for vehicles upto IDV (Insured Declared Value) upto 15 (Fifteen) lacs and for a maximum of 21 (Twenty One) days for vehicles having IDV (Insured Declared Value) beyond 15 (Fifteen) lacs.  
OR
    - ii) Until the repairs have been completed  
OR
    - iii) Until ITGI settles the claim by paying the Insured or Repair shop.  
OR
    - iv) Delivery of the Insured Vehicle taken by Insured or his/her representative;  
Whichever happens first of 2 b) i) to 2 b) iv)

### **Exclusion(s)**

ITGI will not be liable for:

- a) In partial loss and total loss claims, first 24(Twenty Four) hours of period of our liability in case of vehicle with IDV upto Rs. 15 lacs (Fifteen) and first 48(forty eight) hours of period of our liability in case of vehicle with IDV of more than 15 (Fifteen) lacs.
- b) Unless there is a claim lodged and liability accepted under Own Damage Section of Standard Commercial Vehicle Package Policy except stated otherwise.
- c) The cost of fuel and other running maintenance cost, Driver fees for hired vehicle.
- d) Any Claim for vehicles insured under Motor Trade Policies of Class E, F, & G of Indian Motor Tariff.
- e) Damage to Hired Vehicle and/or any liability arising out of use of said vehicle.
- f) Any Claim if there is no bills, receipts towards hiring and proof towards use of the vehicle is submitted.

## **PART 11**

### **TOWING AND/OR REMOVAL AND STORAGE OF THE INSURED VEHICLE**

ITGI will cover the insured by way of payment or arrangement of service for the reasonable cost of towing, removal including storage, protection of the insured vehicle to nearest garage, repairer or place of safety or any other place as per ITGI's decision, provided that the Insured Vehicle is/are damaged in accordance with Section B "Scope of Coverage"

### **Limit of Liability and Premium:-**

The maximum amount covered is alongwith premium is as under:-

Table 11			
		Limit	Premium
(i)	Private Cars		
	a) Upto 1500 CC	Rs. 7,500/-	Rs. 75/-
	b) Above 1500 CC and upto 2500 CC	Rs. 9,000/-	Rs. 100/-
	c) Above 2500 CC	Rs. 12,000/-	Rs. 125/-
(ii)	Two Wheelers	Rs. 1,500/-	Rs. 25/-
(iii)	Three Wheelers (Goods Carrying & Passenger Carrying)	Rs. 2,500/-	Rs. 50/-
(iv)	Taxis	As per limits and premium of Private Cars	
(v)	a) Buses upto 10 passengers	Rs. 6,000/-	Rs. 100/-
	b) Buses beyond 10 passengers and upto 36 passengers	Rs. 7,500/-	Rs. 125/-
	c) Buses beyond 36 passengers	Rs. 10,000/-	Rs. 175/-
(vi)	Goods Carrying Vehicles		
	a) Upto 10,000 kg	Rs. 7,500/-	Rs. 100/-
	b) Above 10,000 kg and upto 20,000 kg	Rs. 10,000/-	Rs. 175/-
	c) Above 20,000 kg	Rs. 12,500/-	Rs. 250/-
(vii)	All other Commercial Vehicles	1% of the IDV Subject to a maximum of Rs. 15,000/-	Rs. 250/-

#### **Exclusion(s):**

ITGI will not liable for

- Any amount payable under any other policy or the coverage or benefits of this coverage unless the amount has already been accounted for while settling the claim.
- Any claim without submission of bills, receipts
- Any claim if the vehicle is able to be driven on its own power on self propelled basis unless in ITGI's opinion it could increase or aggravate the damages sustained by Insured Vehicle.

#### **Important Points**

- The benefits under this part will not be given or marketed in respect of Private Car for covered cities in which ITGI will be giving more comprehensive On-Road Protector Coverage.
- The coverage should be given for the above limits and fixed premium without alteration.
- Old vehicle and the places where the adequate repair facility should not be given this cover.

## **PART 12**

### **ACCOMMODATION AND TRAVELLING EXPENSES**

If the Insured Vehicle is stolen/damaged in accordance with Section B "Scope of Coverage" and the place of theft/accident is 100 (One Hundred) Kilometers or more in case of Two Wheeler(s) and Private Car(s) and 200 (Two Hundred) Kilometers or more in case of Commercial Vehicle(s), then ITGI will provide the benefit in following way:

- If the repair to the vehicle is taking more than 12 (Twelve) hours; then ITGI will provide the Accommodation for a maximum of 3 (Three) nights subject to the limit of Rs. 2,000 (Two Thousand)

per person but not exceeding Rs. 24,000 (Twenty four thousand) for all insured persons for anyone single event.

- 2) In case of theft of the entire vehicle and FIR being lodged, ITGI will provide the accommodation expenses incurred for a maximum of one night subject to the limit of Rs. 2,000/- (Two Thousand) per person per night but not exceeding Rs. 8,000/- (Eight Thousand) only for all insured person for a single event.
- 3) **Return Travel:-** At Insured's option, ITGI will pay reasonable costs incurred in transporting insured and other occupants of the vehicle to the place of residence/work which was point of departure subject to the limit of Rs. 3,000/- (Three Thousand) per person but not exceeding Rs. 12,000/- (Twelve Thousand) in all for anyone single event.

**Exclusion(s):**

ITGI will not be liable for:

- a) Any Expenses for any person other than Insured person.
- b) More than 2 (Two) events in the coverage period.
- c) More than 50% (Fifty Percent) of limit mentioned under this benefit in respect of paid driver, cleaner and other employees responsible for operation, running and maintenance of the Insured Vehicle.
- d) Any expenses more than actual seating capacity of the vehicle as per Registration Certificate or actual number of insured person at the time of accident/theft.
- e) Any expenses unless incurred and supported by bills, receipts and vouchers.
- f) Any Accommodation Expenses or Return Travel Expenses unless in opinion of ITGI, it is necessary to meet the emergency situation without which the Insured Person(s) would be left stranded midway.

**Special Provision(s)**

It is clearly provided and agreed that:

- 1) Insured and other occupants can avail either (i) Accommodation Expenses or (ii) Return Travel Expenses of this Part "16" in case of the repair of the vehicle. Further all the insured persons will avail the same benefits of accommodation or return travel, notwithstanding different destinations or requirements.
- 2) Insured and other occupants can avail both the (ii) Accommodation Expenses for one night and (iii) Return Travel, of the benefits as mentioned above if the Insured Vehicle is stolen in case of theft.

**PART 13**

**TRANSPORT, REDELIVERY OR REPATRIATION OF REPAIRED VEHICLE**

ITGI will cover the Transport, Redelivery or Repatriation of repaired/recovered insured vehicle subject to the following:-

- 1) a) Following the loss or damage to the vehicle in accordance with Section B "Scope of Coverage", the repair of the Insured Vehicle is taking in excess of 72 hours.  
b) In case of operation of theft perils leading to the entire vehicle being stolen and the vehicle is recovered after the insured, the driver having left the place of incidents.
- 2) ITGI will cover the reasonable costs of repatriating the recovered/repaired vehicle to the place of residence/work where the insured vehicle is normally parked.
- 3) ITGI will pay to the insured, his/her travel expenses or that of the representative if insured decides

to drive the repaired/recovered vehicle at their end.

- 4) This benefit is applicable only if the place of accident/theft is 200 (Two Hundred) Kilometers or more from the place of residence/work for Commercial Vehicle(s) and more than 100 (One Hundred) Kilometers in case of Private Cars and Two Wheelers.

**Limit of Liability**

The maximum amount payable for each event for each Insured Vehicle is as follows:

<b>Table 13</b>		
	<b>Limit for Repatriation, Transport of the Vehicle</b>	<b>Travelling Expenses</b>
(i) Two Wheelers	Rs 2,000/-	Rs. 1,000/-
(ii) Private Cars	Rs 10,000/-	Rs. 5,000/-
(iii) Commercial Vehicles		
a) IDV(Insured Declared Value) upto of Rs. 1 lac	Rs. 3,000/-	Rs 1,000/-
b) IDV (Insured Declared Value) beyond Rs. 1 lac and upto Rs. 5 lacs	Rs. 7,500/-	Rs. 3,000/-
c) IDV (Insured Declared Value) beyond Rs. 5 lacs and upto Rs. 15 lacs	Rs. 10,000/-	Rs. 5,000/-
d) IDV (Insured Declared Value) beyond Rs. 15 lacs	Rs. 15,000/-	Rs. 7,500/-

**Exclusion(s):**

ITGI will not be liable for:

- a) If the Insured or his/her personal representative is already at the garage for the delivery of the vehicle or at the place of recovery in case of theft.
- b) If the vehicle is recovered by Police Authorities and transferred to the Police Station.
- c) More than 2 (Two) events in the coverage period.
- d) More than 50% (Fifty Percent) of limits mentioned for travelling expenses in respect of paid driver, cleaner and other employees involved in maintenance.
- e) Unreasonable travel expenses with intension to gain undue benefit.

**SECTION D:**

**IMPORTANT CONDITIONS**

(Applicable for Value Auto Coverage)

**1. Reasonable Precaution and Care of Motor Vehicle**

- a) Insured or anyone on his/her behalf shall take all reasonable precautions for safety and soundness of Insured Vehicle, insured person(s) and to prevent damage, injury in order to minimise claims or intervention for our Assistance. Insured must comply with manufacturer's recommended actions for inspection and maintenance and shall also comply with all statutory

- requirements or other regulations and will employ only competent employees.
- b) ITGI at its own or through its representatives shall have at all time free and full access to examine the vehicle or any part there of and/or any driver or the employee or any insured person or any service provider of Insured for the purpose of this Coverage.
  - c) In the event of any accident of the vehicle, the vehicle shall not be left unattended without proper precautions being undertaken to prevent further loss, damage. If the vehicle be driven before the necessary repairs are affected, any extension of the damage or any further damage to the vehicle shall be entirely at the risk of Insured.

## 2. **Notice**

- a) Insured will give every notice and communication in writing to ITGI's office or by phone service to ITGI call centre.
- b) In the event of loss of or damage to the vehicle due to insured peril(s) or injury, sickness to insured person(s) leading to claim under the Coverage or any claim requirement by insured or anyone on his/her behalf may simply call ITGI on 1800-103-5499 (free of cost) or 0124-4285499 (Chargeable).
- c) The following information shall be provided whilst calling for the assistance:-
  - Insured's name and Contact No
  - Insurance Policy No. and Coverage No. and details.
  - Vehicle Registration No, Engine No, Chassis No
  - Vehicle Identification No.
  - Make & Model, Colour of the vehicle
  - Exact location of immobilised vehicle, hospital or any other relevant point.
  - Description of the Problem.

## 3. **Mis-Description**

Any misrepresentation, mis-description or concealment/non-disclosure of any material information will lead to the Coverage becoming void and premium being forfeited.

## 4. **Change in Circumstances**

Insured must inform ITGI about change in information provided earlier. In case of any change whereby risk is increased and not accepted by ITGI in writing, the cover will cease.

## 5. **Claim Procedure and Requirements**

An event, which might become a claim or calls for assistance of ITGI under the Coverage, must be reported to Us as soon as possible in writing or on phone. A written statement of the claim will be required and a Claim form will be provided and this written statement of claim will be required immediately.

The written statement of claim along with supporting documentation (estimates, vouchers, invoices, proof, investigation report and the like) prepared at Insured's expenses along with particulars of other insurance covering the same risk must be delivered to ITGI within 15 days of date of loss, damage of the vehicle or injury, sickness of insured person.

The Police must be informed of any Theft, Attempted theft, Robbery, Dacoity or any damage caused by riot, strike, malicious persons or vandals or any other criminal act. Insured or any beneficiary



under the coverage shall also take practicable steps to apprehend the guilty person and recover the vehicle and/or its accessories lost.

If any person including Benefit Provider(s) is/are claiming against Insured, his/her family or the employee; or any other beneficiary under this coverage, every letter,

claim writ, summon, process information or any verbal notice of claim shall be forwarded to ITGI's office without delay. Insured, his/her family or any person on behalf of insured must not attempt to negotiate any claim, nor admit or repudiate any claim without ITGI's consent. Insured shall give all possible assistance to enable ITGI to settle or resist any claim or to institute proceedings.

## **6. Claim Control**

a) ITGI is entitled to:

- i) enter any place under Insured's control where immobilisation has occurred and take possession of the such place and insured vehicle or any accessory(s) but this does not mean that vehicle can be abandoned to ITGI.
- ii) receive all necessary information, proof, reason of immobilisation of the vehicle and assistance from Insured and from any other person seeking benefit under this Coverage.
- iii) take over and conduct in Insured's name or any person seeking benefit under this Coverage, defense or settlement of any claim.
- iv) take proceedings at ITGI's own expenses and for ITGI's benefit, but in Insured's name or any other person who is claiming or has received benefit, to recover any payment made or due under this Coverage.
- v) provide reimbursement, repair/reinstate/replace the covered items, parts, vehicles under the different parts of Section "C" of Value Auto Coverage in conjunction with or without condition of Standard Motor Vehicle Package Policy.
- vi) provide reimbursement / payment of the claim and/or arrange for the services covered as applicable under the different parts of Section "C" of Value Auto Coverage.

b) No admission, offer, payment or indemnity shall be made or given by Insured or without our written consent.

## **7. Onus of proof**

In the event of any claim for loss, damage, injury, sickness, liability; Insured shall prove that the cause or reason of such claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the exclusion(s) or any consequences thereof or with the intention to gain undue benefits not commensurate with actual extent of loss or damage and in the default of such proof, ITGI shall not be liable to make any payment in respect of such claim.

At any time after happening of any event giving rise to a claim or series of claim under Part 8, Benefits, "Insured Property damage Liability Coverage", of this Coverage. ITGI may pay to the Insured or his/her representative the full amount of liability under these above mentioned benefits and relinquish the conduct of any defense settlement or proceedings and ITGI shall not be responsible for any damage alleged to have been caused to insured or any beneficiary under this coverage; in consequence of any of our alleged action or omission in connection with such defense settlement or proceedings or of our relinquishing such conduct nor shall ITGI be liable for any costs

or expenses whatsoever incurred by insured or any claimant or other person after ITGI shall have relinquished such conduct.

**8. Fraud**

If a claim is fraudulent on account of fraudulent means or action used by insured or on behalf of insured; all benefits and rights under this Coverage shall be forfeited.

**9. Contribution**

If, when any claim or benefit provision arises, there is any other insurance covering the same matter (benefits, cost), ITGI will pay only its rateable proportion unless specifically mentioned under relevant parts of Section C, Benefits.

**10. Cancellation**

ITGI may cancel this Coverage by sending 7 (Seven) days notice in writing by recorded delivery to Insured. Insured will then be entitled to a pro-rata refund of premium for the un-expired period of this Coverage from the data of cancellation, which ITGI will to pay on demand.

In the event of no claim/Intervention for Roadside Assistance, Insured may cancel this Coverage by sending 7(Seven) days written notice to. ITGI will then allow a refund after retaining the premium based on following short period table.

Period of Cover upto	Refund of Annual Premium Rate (%)
Upto 1 month	75%
Upto 3 months	50%
Upto 6 months	25%
Exceeding 6 months	Nil

**11. Arbitration:-**

Should any dispute arise between ITGI and Insured on quantum of amount payable (liability being admitted by ITGI), such dispute will be referred to Arbitrator to be appointed in accordance with statutory provisions of the country in force at the time, Further, if/when and dispute is referable/referred to Arbitration, the making of an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by Insured against ITGI.

**12. Disclaimer Clause:-**

If ITGI shall disclaim its liability in any claim/benefit, and such claim/benefit shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claims shall for all purposes be deemed to have been abandoned and shall not thereafter under this Coverage.

13. No sum payable under this Coverage shall carry any interest/penalty.

14. All claims/benefits shall be settled in India Rupees.

**15. Jurisdiction of Court:-**

The provision of this Coverage shall be governed by the laws of India for the time being in force. The parties hereto unconditionally subject to the jurisdiction of the Courts in India.

**16. Legal Representative:-**

In the event of the death of any person as mentioned in the schedule the sole insured, this coverage will not immediately lapse but will remain valid for a period of three months from the date of the death of such person or until the expiry of this Coverage (whichever is earlier). During the said period, legal heir(s) of the such sole person insured to whom the custody and use of the Motor Vehicle passes may apply to have this Coverage transferred to the name(s) of the heir(s) or obtain a new insurance Coverage of 'On-Road Protector' for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for transfer of this Coverage or obtain a new Coverage for the vehicle such heir(s) should make an application to ITGI accordingly within the aforesaid period.

All such applications should be accompanied by:-

- a) Death Certificate in respect of the such sole person insured
- b) Proof of title to the vehicle
- c) Original Coverage.


**WARRANTIES**

It is warranted –

1. That ITGI's liability for any one claim/Benefit specified in the Schedule for this Coverage including any additional costs, services payable in connection with that insured vehicle (unless specifically expressed as being payable in addition to the limit) shall not exceed the Sum Insured/Limit set against such benefit or in the whole the total Benefit/Limits.
2. That whenever Insured vehicle is left unattended, all doors and windows shall be properly secured and all keys for the vehicle shall be kept in safe custody. It is provided that breach of this warranty shall not be a bar to any claim, benefit for loss or damage caused other than by Insured peril of Theft, Attempted Burglary and theft using Fire, Robbery and Dacoity.
3. The insured Vehicle including accessories:
  - a) maintained in a good and substantial state of repair.
  - b) used for private use as defined in "limitation as to use" in the schedule
4. All the coverages including those mentioned in the Benefits, Extension are subject to perils,


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