



6. **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.*
7. **We/Our/Us**  
*It means Iffco Tokio General Insurance Company Ltd, also known as ITGI.*
8. **You/Your/Yours**  
*It means the persons/entities named as the Insured in the Schedule for this Coverage.*
9. **Insured Person(s)**  
*It means anyone on your behalf including your family, employees, directors and partners travelling in the Insured Vehicle with Your consent as per seating capacity of the Vehicle as recorded in the Registration Certificate.*
10. **What is Covered**  
*It means the damages/perils/contingencies which are covered under the Coverage and for which We have liability in the event of claim occurrence.*
11. **What is Not Covered**  
*It means the damages/perils/contingencies which are not covered under the Coverage and for which We have no liability in the event of claim occurrence.*
12. **Damage/Damaged**  
*It means loss of or damage to the Insured Vehicle including accessories.*
13. **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.*
14. **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.*
15. **Normal Wear and Tear**  
*It means gradual reduction in operating performance of a covered part(s) or of the whole vehicle having regard to the age of the vehicle and distance it has travelled.*
16. **Excess**  
*It means the first part of any Claim for which You/Insured person(s), any beneficiary(s) under the coverage is/are responsible. Any Sum Insured/Limit will apply after the Excess has been deducted.*
17. **Family**  
*It means your spouse, children, parents and other relatives normally living with You.*

**18. Geographical Limits**

*It means within Indian Territory, unless otherwise specified.*

**19. 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.*

**20. Currency of the Coverage**

*It means (for consideration of any claim) currency of that Section or part of Section, Extension(s), Benefit(s), Additional Benefit(s), Endorsement(s) of this coverage to which the claim relates.*

**21. Luggage**

*It means belongings excluding any contraband, livestock, hazardous and perishable goods up to a limit of 20 kg per Insured Person.*

**22. 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.*

**23. Event**

*It means any one event or series of events arising out of one common cause or source in connection with the Insured Vehicle.*

**24. Claim/Benefit**

*It means our liability to You under the Coverage arising out of Event(s) covered under the Scope of the Coverage.*

**25. 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.*

**26. Insured Vehicle**

*It means the Motor vehicle We are insuring for You under this coverage. This includes standard tools, options and accessories while they are in or on Your Vehicle.*

**27. 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.

**28. Terrorism**

Any act including, but not limited to, use of force or violence and/or the threat thereof, of any person or groups of persons whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purpose, including the intention to influence any government and / or to put the public, or any section of the public in fear.

**29. Standard Motor Package Policy**

It means the Policy which covers loss of 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.

**30. Limitation as to Use**

It means the use of the Insured Vehicle by You or anyone on Your behalf in accordance with the Schedule issued by Us as a part of Standard Motor Package Policy Form for the Insured Vehicle of Private Car, Two Wheelers, Commercial Vehicles as the case may be.

**31. Place of Residence/Work**

It means your address as per our 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.

**32. Repair Shop or Garage**

It means legally approved professional mechanic workshop authorised by You with our consent or authorised by Us and adequately equipped to deal with the breakdown or accident in question.

**33. 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.

**34. 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.

**35. 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.*

**36. 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.*

**37. Qualified Nurse**

*It means a person holding a certificate of a recognised Nursing Council and who is employed on recommendation of the attending Medical Practitioner.*

**38. 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).*

**39. Personal Effects**

*It means articles excluding money, jewellery and valuables which are normally worn, used or carried about by insured person(s) in everyday life.*

**SECTION B:**

**“SCOPE OF COVERAGE”**

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event of damage caused by Insured peril(s) listed hereunder and subject to its not being otherwise excluded, We will provide You the Benefits or Indemnification as per the terms, conditions of the Coverage against such damage to the Insured Vehicle(s).</p> <p><b><u>Insured Perils:-</u></b></p> <ol style="list-style-type: none"> <li>1. Fire, Explosion</li> <li>2. Lightning or Self Ignition</li> <li>3. Burglary, Housebreaking &amp; / or Theft</li> <li>4. Riot and Strike</li> <li>5. Earthquake (fire and shock damage)</li> <li>6. Flood, Typhoon, Hurricane, Storm, Tempest, Inundation, Cyclone, Hailstorm, frost.</li> <li>7. Accidental external means</li> <li>8. Malicious Act.</li> <li>9. Terrorist Activity.</li> <li>10. Whilst in transit by Road, Rail, Inland Waterway, Lift, Elevator or Air.</li> <li>11. Landslide, Rockslide</li> </ol>	<p>We will not be liable for:-</p> <ol style="list-style-type: none"> <li>1. Any Accidental Damage outside the Geographical Area.</li> <li>2. Any Excess stated in the Schedule</li> <li>3. Damage to tyres and tubes except being stolen unless the vehicle is damaged at the same time.</li> <li>4. Any Damage to the Insured Vehicle whilst the Driver driving the vehicle with Your knowledge and consent is under the influence of intoxicating liquor or drugs.</li> <li>5. Any Claim arising out of any contractual liability;</li> <li>6. Any Claim unless there is a liability to us for the same event in Standard Motor Package Policy issued by Us to You except that we have specifically agreed to do away with this exclusion for a particular benefit or indemnity or the coverage as a whole.</li> <li>7. Any accidental damage to Insured Vehicle(s) whilst Insured Vehicle is.             <ol style="list-style-type: none"> <li>a) Being used for an “unlawful purpose” and/or being used otherwise than in accordance with the ‘Limitations as to Use’ by You and/or Insured Person.</li> <li>b) Being driven by or is for the purpose of being driven by him/her in the charge of any person other than the Driver as stated in the driver’s clause of the schedule of Standard Motor Package Policy.</li> </ol> </li> <li>8. <b><u>War risk:-</u></b> Damage to Insured Vehicle as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion or loot or pillage in connection therewith.</li> <li>9. <b><u>Confiscation:-</u></b> Any Damage to Insured Vehicle due to confiscation, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted authority.</li> </ol>

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>10. <b><u>Nuclear Risk:-</u></b> Any Damage to Insured Vehicle, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to by or arising from:</p> <p>a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.</p> <p>b) the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component.</p> <p>11. <b><u>Wear and tear:-</u></b> Damage caused by Wear and Tear, depreciation and/or gradual deterioration.</p> <p>12. <b><u>Mechanical/ Electrical Breakdowns, failure or breakages.</u></b></p> <p>13. Any reduction or increase in value of Insured Vehicle i.e. Amount payable in Total Loss/ Constructive Total Loss claims beyond what is covered as per term &amp; conditions of Standard Motor package policy, unless otherwise covered in the Section C “Benefit”.</p> <p>14. <b><u>Consequential loss:-</u></b> Consequential loss of any kind or description including any reduction of Market Value beyond the cost of repair or replacement</p> <p>15. <b><u>Existing Damage:-</u></b> Any damage, injury, accident, disease or illness occurring before the cover commences under the Coverage.</p> <p>16. <b><u>Matching of Items:-</u></b> The cost of repair or replacement of any undamaged or unbroken items or item forming part of a set of items or other items of uniform nature, colour or design when the damage or breakage occurs within a clearly identifiable area or to a specific part and replacement can not be matched.</p>

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

1. The Scope of Coverage is subject to the same level of deduction for the depreciation at the rates mentioned below 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. It is hereby provided, agreed and understood that the Scope of Coverage under this Coverage is valid and applicable for all the additional benefits, extensions, endorsements, condition(s), provision(s) of Standard Motor Package Policy issued by Us for the Insured Vehicle such as Extension of Geographical Area, Coverage for Accessories, CNG/LPG kits with Bi-fuel system, Reliability Trials, Limited Coverage of Fire and/or Theft with or without Third Party Liability etc for which additional premium have been paid to Us or the necessary discount in the premium has been given and such endorsement(s) by IMT(s) numbers are mentioned on the schedule of Standard Motor Package Policy; unless We have specifically agreed to exclude, alter, modify any provision(s) under relevant parts of Section ‘C’ Benefits.



**SECTION C:**

**“BENEFITS”**

**PART 1**  
**DEPRECIATION WAIVER**

In the event of Damage to the Insured Vehicle(s) as per Section B ‘Scope of Coverage’, We will provide the benefits of ‘Depreciation Waiver’ provided that You have paid the additional premium and subject to the following:

- a) We will pay the Amount/Value deducted towards depreciation on parts of Insured Vehicle as per the Survey Report approved by Us in case of partial loss claim settlement, as per Condition No. 3) a) under Standard Motor Package Policy insured with Us by You.
- b) The Replacement of parts(s) is/are considered necessary only if part(s) are irreparable in the opinion of the Surveyor appointed by Us notwithstanding Your choice of replacing the parts(s).

**What is not Covered**

We 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 1) of Section ‘B’ ‘Scope of Coverage’ unless we have decided to provide the limited coverage of depreciation waiver.

**PART 2**  
**NEW VEHICLE REPLACEMENT**

In the event of Damage to the Insured Vehicle as per Section ‘B’ “Scope of Coverage’, We will provide the benefit of “New Vehicle Replacement’ provided that You have paid the additional premium and subject to the following:-

- 1) If the Insured Vehicle becomes a Total Loss within the prescribed age of the vehicle as stipulated by Us in the schedule, We 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 We will settle the claim 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 We will pay for the difference between last available Ex-Showroom Price of the Insured Vehicle and IDV (Insured Declared Value).
- 4) The last available Ex-Showroom price for the Replacement Vehicle can not be considered for a date after the settlement of Total Loss Claim for Insured Vehicle under Standard Motor Package Policy.

- 5) **Insurance Cost:** - We 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:** - We 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.

### **What is not Covered**

We 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) for Your Insured Vehicle meaning thereby that We are not liable for the difference between the lower IDV (Insured Declared Value) than the prescribed IDV (Insured Declared Value) under Your Standard Motor Package Policy for Your vehicle and New Replacement cost of the Vehicle.
- b) Any Claim for Insurance cost unless the New Replaced Vehicle is insured with Us.
- 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.

### **PART 3** **DAILY RENTAL/TRAVEL COST** **(APPLICABLE FOR PRIVATE CARS AND TWO WHEELERS)**

In the event of Damage to the Insured Vehicle as Section 'B' "Scope of Coverage", We will provide you the benefits of Daily Rental/Travel Cost provided that You have paid the additional premium and subject to 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 We will pay You for the arrangement of a rental vehicle or give daily travel cost subject to the following.
- a. Until We settle the claim 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, We 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 You in the Standard Private Car Package Policy.	As opted by You but not exceeding 1% (one percent) of IDV (Insured Declared Value) of insured vehicle.

<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 You in Standard Two Wheeler Package Policy	As opted by you but not exceeding 1% (one percent) of IDV (Insured Declared Value) of insured vehicle.

**\*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 We will pay You 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 We will pay the benefit(s) is as per 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 We settle the claim by paying You or Repair shop OR
  - iv. The delivery of insured vehicle taken by You or Your representative,

Whichever happens first of b (i) to b (iv).

### **What is not Covered**

We will not be liable for:

- a) First 24(Twenty four) hours, of period of our 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 to Us.
- e) Unless there is a claim lodged and liability accepted under Own Damage Section of Standard Motor Package Policy except stated otherwise.

**Special Condition:-** This coverage is subject to the condition the vehicles will be repaired in Preferred garage, Authorized garage, Dealers approved by us unless we have agreed to do away with this condition.

## **PART 4** **PERSONAL EFFECT AND BELONGINGS**

On the payment of additional premium We will pay for personal effects, belongings and clothings belonging to Insured person(s), 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.

### **Basis of Claim Settlement**

However We will not pay for more than 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.

### **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 upto 1750 CC	Rs. 10,000/-	ii) Above 150 CC 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/-

**What is not covered**

We will not be 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 Coverage complaint of items lost/stolen is registered with Authorities and report copy obtained.
- g) Any Claim in respect of paid passengers or for other than insured person(s).

**Special Provision(s)**

The benefits under this part are not subject to our liability under Standard Motor Package Policy for You.

**PART 5  
MEDICAL EXPENSES**

On the payment of additional premium We will cover the Medical Expenses upto the limit shown in the schedule of this Coverage for each insured person(s) who sustain(s) bodily injury in direct connection with the insured vehicle or whilst mounting into/dismounting from or travelling in/on the insured vehicle as a result of occurrence of insured peril(s) as mentioned in the Section “B” of the coverage.

**Additional Benefits**

- 1) **Special Expenses for Female Insured Persons:** - We will pay for expenses incurred towards keeping housemaid or housekeeper, tuition fees for 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 will be 0.25% (one fourth of a percent) of limit for anyone insured person as mentioned in the table 5 below, for each day of disability.

### **Limit of liability**

The limit for Medical Expenses will be as under:

<b>Table 5</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.	As opted by You	Twice the limit for anyone Insured Person
b) Two Wheelers	As opted by You	Same as that of limit for anyone person
c) Three Wheelers (Goods Carrying Vehicles and Passenger Carrying Vehicles)	As opted by You	Same as that of limit for anyone person
d) Passengers Carrying Vehicles under Commercial Vehicles 'Class C' other than Three Wheelers and Four Wheeled vehicles used for carrying passengers as mentioned in Table 5(a) above.	As opted by You	Three times the limit for anyone.
e) All other Commercial Vehicles except Motor Trade Policies	As opted by You	

### **Special Provision(s)**

It is understood and clarified that if You opt to choose the Limit of Liability on named basis, or any other basis as specifically agreed by Us, then the limit 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 limits have been opted, but the total limit can not exceed the seating capacity of vehicle multiplied by limit for Individual person opted by You.

### **What is not covered**

We 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 part 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 insured 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 the Registered Medical Practitioner 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, We undertake to 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 violent, accidental external means which independent of any other cause shall within six calendar months of such injury result in death a disablement as described in the table 6 of benefits below.

<b>Table 6 - Benefit</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 of per week	1% or Rs. 10,000 (Rupees Ten Thousand) whichever is lower

### **Additional Benefit(s)**

- 1) **Funeral Expenses/Transportation of Dead Body:** - We 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) any one 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 We will pay upto 10% (Ten Percent) of the Capital Sum Insured (CSI) or Rs. 50000 (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:** - We will pay for cost of purchase of supporting items such as crutches, stretcher, tricycle, wheel chair, spectacles or any other item(s) which is/are necessary for insured person(s) in the opinion of Registered Medical Practitioner due to bodily injuries sustained provided that we are liable in Part 5 (Medical Expenses Coverage) and/or Part 6 (Personal Accident Coverage). The maximum amount payable for anyone insured person for anyone event would be limited to Rs. 10,000/- (Rupees Ten Thousand) only.

### **What is not covered**

We will not be liable for:

- 1) Any Claim arising from or due to
  - a) Any willful, malicious or unlawful act.
  - b) Insanity, the use of any alcohol/drugs (except as medically prescribed) or drug addiction.
- 2) Any Claim arising from or resulting from intentional self injury, suicide or attempted suicide, physical defect or infirmity
- 3) 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.
- 4) Any Claim in respect of any person including paid passengers other than the Insured Person(s).
- 5) 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).
- 6) Any Claim for expenses under additional benefit(s) under the bills, receipts are submitted to us.

### **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 our cost by doctors on our behalf.
  - b) To authorise doctors providing treatments or giving expert opinions, other authorities including Insurers to supply Us any information that may be required. If the obligations are not met with due to whatsoever reason, We are not liable to pay the claim.



- 3) The benefits under this part are not subject to our liability under Standard Motor Package Policy and is/are payable over & 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 as required by Us, We will protect Your entitlement of No Claim Bonus under Standard Motor Package Policy for Your Insured Vehicle 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(s)" items alone of the 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 9A:-

<b>Table 7A</b>			
<b>Percentage of NCB for the Insured vehicle you have</b>	<b>For 1 claim, your NCB on renewal</b>	<b>For 2 claims, your NCB on Renewal</b>	<b>More than 2 claims your 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 9B according to the category(s) of the Vehicles:-

<b>Table 7B</b>	
<b>Category of Vehicles</b>	<b>Claim amount upto which the NCB protection is not available</b>
1. Private Cars upto 1500 CC	Rs. 3,000/-
2. Private Cars more than 1500 CC	Rs. 5,000/-
3. Two Wheelers	Rs. 1,500/-
4. a. All other Commercial Vehicles except following commercial vehicles	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/-

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.

**PART 8**  
**INCREASED PROPERTY DAMAGE LIABILITY BENEFIT**

On the payment of additional premium, We will cover Your legal liability including legal cost, expenses for damage to the property other than belonging to You or in Your trust, custody and/ in control. This coverage will be for the limit opted by You in excess of the limit of liability chosen by You under Section II, liability to third party property damage of Standard Motor Package Policy.

The other terms, conditions and exclusions will be as per Section 2. Liability to third party of Standard Motor Package Policy relating to Property Damage.

**Limit of Liability**

The maximum amount payable for any one event will be the limit as opted by you.

**PART 9**  
**WRECKAGE/DEBRIS REMOVAL AND TRANSHIPMENT COST**

On the payment of additional premium, We will pay the cost, expenses, charges incurred in respect of the cleaning and removal of debris, wreckage and transhipment of goods on/to any other substitute vehicle following an event covered under Section 2 “Scope of Coverage” of this policy, which involves the Insured Vehicle or caused by or arising from goods falling from the Insured Vehicle.

**Limit of Liability**

Our liability under this benefit is restricted to the percentage of the IDV (Insured declared value) according to the following table:-

<b>Table 9</b>	
<b>Class of the Vehicle</b>	<b>Maximum limit as percentage of IDV under Standard Motor Package Policy</b>
a. Private Cars	4.0%
b. Two Wheelers, Three Wheelers (Passenger Carrying)	4.0%
c. Taxies, Buses	5.0%
d. Goods Carrying Vehicle including Three Wheelers.	7.5%
e. All other Commercial Vehicles	6.0%

**What is not covered**

We 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 transshipment cost except in respect of Commercial Vehicles.

**PART 10**  
**LOSS OF INCOME OR VEHICLE HIRE COST**  
**(APPLICABLE FOR COMMERCIAL VEHICLES)**

On the payment of additional premium by You, We will pay upto the amount specified in the schedule for reasonable costs of hiring a similar vehicle of same make, model or for loss of Income, Revenue due to unavailability of the Insured vehicle; if the Insured vehicle is lost/damaged in accordance with Section B “Scope of Coverage”.

- 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 hiring cost will be paid by Us subject to the following:-
- a) Until We settle the claim as “Total Loss” 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 happens 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. 3000 (Three Thousand) or 0.5% (Half Percent) of the IDV (Insured Declared Value) whichever is lower.
iii) Buses	Rs. 3000 (Three Thousand) or 0.50% (Half Percent) of IDV (Insured Declared Value) whichever is lower.
iv) Goods Carrying Vehicles	a) Upto 25000 Kg Rs. 2500 (Two Thousand and Five Hundred) or 0.50% (Half percent) of the IDV (Insured Declared Value) whichever is lower.
	b) Beyond 25000 kg Rs. 4,000 (Four Thousand) or 0.50% (Half Percent) of IDV (Insured Declared Value) whichever is lower.
v) Miscellaneous class ‘D’ Vehicles	Rs. 5000 (Five Thousand) or 0.50% (Half percent) of the IDV (Insured Declared Value) whichever is lower.
vi) Any Commercial Vehicle covered in Standard Commercial Vehicle package policy.	As opted by you but not exceeding 1.0% (One percent) of 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 We will pay You for hiring charges incurred by You 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 a) i) or a) ii) above.

- b) The Maximum daily Hiring Charges, We will pay the benefit(s) is as per table 14(A) described 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 we settle the claim by paying You or Repair shop.  
OR
  - iv) Delivery of the Insured Vehicle taken by You or Your representative;

Whichever happens first of b) i) to b) iv)

### **What is not covered**

We 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) The cost of fuel and other running maintenance cost, Driver fees for hired vehicle.
- c) Any Claim for vehicles insured under Motor Trade Policies of Class E, F, & G of Indian Motor Tariff.
- d) Damage to Hired Vehicle and/or any liability arising out of use of said vehicle.
- e) Any Claim if there is no bills, receipts towards hiring and proof towards use of the vehicle is submitted.
- f) Unless there is a claim lodged and liability accepted under Own Damage section of Standard Motor Policy except stated otherwise.

### **Special Provision(s)**

If you are unable to hire a vehicle as per benefit(s) described above for running Your business or work including on hire/purchase basis or for Your own purpose as per 'Limitation as to Use' of Insured Vehicle under Standard Commercial Vehicle Package Policy, then We will provide upto 60% (Sixty Percent) of daily limit of hiring charges for the maximum number of days as permitted above towards loss of Income, Revenue, Profit due to accident resulting into loss/damage of Insured Vehicle, This condition is subject to the following provisions:-

Your submission of the proof that the vehicle was used for earning, income, revenue on hire/purchase or used for Your own business as per 'Limitation as to Use' of Standard Commercial Vehicle Package Policy in the 30 (Thirty) days preceding the date of accident, theft, except for the new vehicles.

**Special Condition:-** This coverage is subject to the condition the vehicles will be repaired in Preferred garage, Authorized garage, Dealers approved by us unless we have agreed to do away with this condition.

## **PART 11**

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

On the payment of additional premium We will cover You by way of payment or arrangement of service, for the reasonable cost of towing, removal including storage, protection of the Insured Vehicle to the nearest garage, repairer or place of safety or any other place at our choice provided that the Insured Vehicle(s) is/are damaged as per Section B the "Scope of Coverage".

#### **Limit of Liability**

The maximum amount covered under this benefit is as per the limit mentioned in the schedule.

#### **What is not covered**

We will not be liable for

- a) 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.
- b) Any claim unless the bills, receipts for amount incurred is/are submitted to us.
- c) Any claims if the Insured vehicle is able to be driven on its own power on self propelled basis unless in our opinion it could increase or aggravate the damages sustained by the insured Vehicle.

## **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 We will provide the benefit in following way:

- 1) If the repair to the vehicle is taking more than 12(twelve) hours; then We will provide the Accommodation for a maximum of 3 nights subject to the limit of Rs. 2000 (Rupees Two Thousand) per person but not exceeding Rs. 24000 (Rupees Twenty four thousand) for all Insured persons for anyone single event.
- 2) In case of theft of the entire vehicle and FIR being lodged, We will provide the Accommodation for a maximum of one night subject to the limit of Rs. 2000 (Rupees Two Thousand) per person per night but not exceeding Rs. 8000/- (Rupees Eight Thousand) only in all Insured persons for a single event.
- 3) Return Travel:- At your option, We will pay reasonable costs incurred in transporting You and other occupants of the vehicle to the place of residence/work which was

point of departure subject to the limit of Rs. 3000 (Rupees Three Thousand) per person but not exceeding Rs. 12000 (Rupees Twelve Thousand) in all for anyone single event.

### **Special Provision(s)**

It is clearly provided and agreed that:

- 1) You 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 Insured persons will avail the same benefit of Accommodation expenses or Return Travel, notwithstanding different destinations or requirements.
- 2) You 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.

### **What is not covered**

We will not be liable for:

- a) Any Expenses for any person including paid passengers 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, receipt, vouchers.
- f) Any Accommodation expenses or Return Travel expenses unless it is necessary to meet the emergency situation for accommodation or Return Travel without which in our opinion, the insured person(s) would be left stranded.

## **PART 13**

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

On the payment of additional premium, We will pay for 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 You, the driver having left the place of incident.
- 2) We will cover you for reasonable costs of repatriating the recovered/repaired vehicle to your place of residence/work where the vehicle is normally parked.
- 3) We will pay You the travel expenses of Yours or of Your representative if You decide to drive the repaired/recovered vehicle at your 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 Vehicles</b>	<b>Travelling Expenses</b>
a) Two Wheelers	Rs 2,000	Rs. 1,000
b) Private Cars	Rs 10,000	Rs. 5,000
c) Commercial Vehicles		
i) IDV (Insured Declared Value) upto of Rs. 1 lac	Rs. 3,000	Rs 1,000
ii) IDV (Insured Declared Value) beyond Rs.1 lac and upto Rs 5 lac.	Rs.7,500	Rs. 3,000
iii) IDV (Insured Declared Value) beyond Rs. 5 lacs and upto Rs. 15 lacs	Rs. 10,000	Rs. 5,000
iv) IDV (Insured Declared Value) beyond Rs. 15 lacs	Rs. 15,000	Rs. 7,500

## **What is not covered**

We will not be liable for:

- a) If You or Your 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, operation of the vehicle.
- e) Unreasonable travel expenses with intention to gain undue benefit.





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

An event, which might become a claim or calls for our assistance 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 Your expenses along with particulars of other insurance covering the same risk must be delivered to Us 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. You 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 You, Your family or Your 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 Us without delay. You, Your Family or any person on Your behalf must not attempt to negotiate any claim, nor admit or repudiate any claim without Our consent. You shall give all possible assistance to enable Us to settle or resist any claim or to institute proceedings.

## 6. **Claim Control**

- a) We are entitled to:
  - i) enter any place under Your control where loss or damage of the Insured Vehicle 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 Us.
  - ii) receive all necessary information, proof, reason of loss, damages, injury, sickness from You and from any other person seeking benefit under this Coverage.
  - iii) take over and conduct in Your name or any person seeking benefit under this Coverage, defense or settlement of any claim.
  - iv) take proceedings at Our own expenses and for Our own benefit, but in Your 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/reinstatement/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 You or on Your behalf without our written consent.

**7. Onus of proof**

In the event of any claim for loss, damage, injury, sickness, liability; You 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) in “what is not covered” 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 We 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 , Benefit “Increased Property Damage Liability” of this Coverage, we may pay to You the full amount of our liability under these above mentioned benefits and relinquish the conduct of any defense settlement or proceedings and We shall not be responsible for any damage alleged to have been caused to You 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 We be liable for any costs or expenses whatsoever incurred by You or any claimant or other person after We shall have relinquished such conduct.

**8. Fraud**

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

**9. Contribution**

If, any claim or benefit provision arises, there is any other insurance covering the same matter (property, interest, liability, cost), We will pay only our rateable proportion unless specifically mentioned otherwise under relevant parts of Section C, “Benefits”.

**10. Cancellation**

We may cancel this Coverage by sending 7 (Seven) days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Coverage from the date of cancellation, which We are liable to pay on demand.

In the event of no claim preferred on Us, You may cancel this Coverage by sending 7(Seven) days written notice to Us. We will then allow a refund after retaining the premium based on following short period table.

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

**11. Arbitration**

Should any dispute arise between Us and You on quantum of amount payable (liability being admitted by Us), 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 You against Us.

**Disclaimer Clause**

If We shall disclaim Our 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.

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

13. All Claims/Benefits shall be settled in India Rupees.

**14. 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.

**15. 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 policy (whichever is earlier). During the said period, legal heir(s) of the such sole person insured to whom the custody and use of the Insured Vehicle passes may apply to have this Coverage transferred to the name(s) of the heir(s) or obtain a new Insurance Coverage of "Value Auto Coverage" 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 Us 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 Our 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 or such other sum(s) as may be substituted for it by Endorsement signed by on Our behalf.
2. That whenever Your 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 (No.3, Theft Perils under "what is

- covered”.
3. The Insured Vehicle including accessories:
    - a) maintained in a good and substantial state of repair.
    - b) used in accordance with the description under “limitation as to use” in the schedule
  4. All the coverages including those mentioned in the Benefits, Extension are subject to perils, the terms, conditions, definitions, warranties, exclusion(s) unless mentioned otherwise.