

Policy wordings – Two Wheeler Long Term - Package Policy

LONG TERM MOTOR TWO WHEELER POLICY

Whereas, the insured by a proposal and declaration dated as stated in the Schedule, which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid the premium mentioned in the Schedule as consideration for such insurance in respect of accidental loss or damage occurring during the Period of Insurance.

(The term two wheeler referred to in this Tariff will include motor cycle/scooter/auto cycle or any other motorized two wheeled vehicle mentioned in the Schedule.)

NOW THIS POLICY WITNESSETH:

That, subject to the Terms, Exceptions and Conditions contained herein or endorsed or otherwise expressed hereon,

SECTION I. LOSS OF OR DAMAGE TO THE VEHICLE INSURED

The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon,

- i. by fire, explosion, self-ignition or lightning ;
- ii. by burglary housebreaking or theft ;
- iii. by riot and strike;
- iv. by earthquake (fire and shock damage);
- v. by flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost;
- vi. by accidental external means;
- vii. by malicious act;
- viii. by terrorist activity;
- ix. whilst in transit by road, rail, inland waterway, lift, elevator or air;
- x. by landslide/rockslide.

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:

1. For all rubber/ nylon / plastic parts, tyres and tubes, batteries and air bags - 50%
2. For fibre glass components - 30%
3. For all parts made of glass - Nil
4. Rate of depreciation for all other parts including wooden parts will be as per the following schedule.

AGE OF VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year.....	5%
Exceeding 1 year but not exceeding 2 years.....	10%
Exceeding 2 years but not exceeding 3 years.....	15%
Exceeding 3 years but not exceeding 4 years.....	25%
Exceeding 4 years but not exceeding 5 years.....	35%
Exceeding 5 years but not exceeding 10 years.....	40%
Exceeding 10 years.....	50%

5. Rate of depreciation for painting: In case of painting, the depreciation rate of 50% shall be applied only on material cost of total painting Chagres. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of the total painting charges for purpose of applying the depreciation.

The Company shall not be liable to make any payment in respect of,

- a) Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages;
- b) Damage to tyres and tubes unless the vehicle insured is damaged at the same time in which case the liability of the Company is limited to 50% of the cost of the replacement;
- c) Loss of or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time; and
- d) Any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle insured being disabled by reason of loss or damage covered under this Policy, the Company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the insured but not exceeding Rs.300 in respect of any one accident.

The insured may authorize the repair of the vehicle necessitated by damage for which the Company may be liable under this Policy provided that,

- a) The estimated cost of such repair including replacements, if any, does not exceed Rs.150/-;
- b) The Company is furnished forthwith a detailed estimate of the cost of repairs and
- c) The insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

Insured's Declared Value (IDV)

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

within the policy period as shown in the Policy Schedule)

The IDV of the vehicle (and side car/accessories, if any, fitted to the vehicle) will fixed on the basis of manufacturers' listed selling price of the brand and model as the vehicle proposed for insurance at the commencement of insurance /renewal, and adjusted for depreciation (as per schedule specified below).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/ Constructive Total Loss (TL/ CTL) claims only.

SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

AGE OF THE VEHICLE	% OF DEPRECIATION FOR FIXING IDV
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

IDV of vehicles beyond 5 years of age and of obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) will be determined on the basis of an understanding between the insurer and the insured.

IDV shall be treated as the 'Market Value' throughout the policy period without any further depreciation for the purpose of Total Loss (TL)/ Constructive Total Loss (CTL) claims.

The insured vehicle shall be treated as CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

SECTION II - LIABILITY TOWARDS THIRD PARTIES

1. Subject to the limits of liability as laid down in the Schedule hereto, the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of:

a) death of or bodily injury to any person including occupants carried in the insured vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured,

b) damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.

PROVIDED ALWAYS that, the Company shall not be liable in respect of death, injury, or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading there from.

2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity granted by this section to the insured, the Company will indemnify any driver who is driving the vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person, indemnify his/her personal representative(s) in the terms of and subject to the limitations of this policy provided that such personal representatives shall as though such representative was the insured observe fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they apply.

5. The Company may at its own option,

(a) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and

(b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

Avoidance of Certain Terms and Right of Recovery

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provision.

Application of Limits of Indemnity

In the event of any accident involving indemnity to more than one person, any limitation by the terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

SECTION III – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

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

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

Provided always that,

- the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the Insurer shall not in the aggregate exceed the sum of Rs. 1 lakh during any one period of insurance.
- no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

This cover is subject to

- the Owner-Driver is the registered owner of the vehicle insured herein;
- The Owner-Driver is the insured named in this Policy.
- the Owner-Driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident

GENERAL EXCEPTIONS

(Applicable to all sections of the policy)

The Company shall not be liable under this policy in respect of,

- any accidental loss, damage and/or liability caused, sustained or incurred outside the Geographical Area.

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

DEDUCTIBLE

The Company shall not be liable for each and every claim under Section -1 (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the schedule.

CONDITIONS

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter, claim, writ and/or summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately. The insured shall have knowledge of any impending Prosecution, Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy, the insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.

2. No admission, offer, promise, payment, indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured, the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct or any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.

3. The Company may at its own option repair, reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:

(a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.

(b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

4. The Insured shall take all reasonable steps to safeguard the vehicle insured from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the insured vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected, any extension of the damage or further damage to the vehicle shall be entirely at the insured's own risk.

5. The Company may cancel the policy by sending seven days' notice by recorded delivery to the insured at insured's last known address. *The company shall exercise its right to cancel the policy only on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Insured / Insured Person in implementing the terms and conditions of this Policy in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.* The policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the Company's **Short Period rates for the period the Policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/-** (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

6. If at the time of occurrence of an event that gives rise to any claim under this policy there is any other existing insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation costs or expenses .

7 If any dispute or difference shall arise as to the quantum to be paid under this policy ,

7 Policy wordings – Two Wheeler Long Term - Package Policy

UIN:

Bharti AXA General Insurance Company Limited, 1st Floor, Ferns Icon, Survey No.28, Doddanekundi, Bangalore – 560037. Telephone: + 91 80 49123900



(liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators-one to be appointed by each of the parties to the dispute / difference and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that, it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that, if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. The due observance and fulfillment of the terms conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.

9. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-

- a) Death Certificate in respect of the insured
- b) Proof of title to the vehicle
- c) Original Policy.

Date of Issue

Address of the issuing office:

(Duly Constituted Attorney(s))

GRIEVANCE REDRESSAL PROCEDURE

1. In case the insured is aggrieved in respect of any of our services, they may approach the Policy issuing office or servicing office for redressal of their grievance.
2. In case the insured is still not satisfied, the insured may contact the concerned department of the Company at the below given address, during normal business hours either in person or through mail/letter.

Bharti AXA General Insurance Company Limited
Corporate Office – 1st Floor, Ferns Icon, Survey no.28, Doddanekundi, Bangalore – 560037.

Website: www.bhartiaxagi.co.in

Email: customerservice@bharti-axagi.co.in

Telephone: 080- 49123900

In the above regard the insured may contact Head of Customer Service or dedicated grievance cell in the above office.

3. Further to above, the insured may also approach the nearest ombudsman for resolution of their grievance in respect of below noted points. The contact details of ombudsman offices are as given below.
 - Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
 - Delay in settlement of claim
 - Dispute with regard to premium
 - Non-receipt of your insurance document

LIST OF INSURANCE OMBUDSMEN

Office of the Ombudsman	Areas of Jurisdiction	Name of the Ombudsman and Office Address
AHMEDABAD	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in
BENGALURU	Karnataka.	Shri. M. Parshad (Ombudsman) Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road,



redefining /
general insurance

		JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in
BHOPAL	Madhya Pradesh & Chhattisgarh	Shri. R K Srivastava (Ombudsman) Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL (M.P.)-462023 Tel.:- 0755-2569201, Fax : 0755-2769203 Email: bimalokpalbhopal@airtelmail.in
BHUBANESHWAR	Orissa	Shri. B. N. Mishra (ombudsman) Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in
CHANDIGARH	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.	Shri Manik Sonawane (Ombudsman) Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in
CHENNAI	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	Shri Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in
NEW DELHI	Delhi	Smt. Sandhya Baliga (Ombudsman) Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237539 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in
GUWAHATI	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in
HYDERABAD	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry	Shri. G. Rajeswara Rao (Ombudsman) Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool,

		Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in
JAIPUR	Rajasthan.	Shri. Ashok K. Jain (Ombudsman) Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@gbic.co.in
ERNAKULAM	Kerala, Lakshadweep, Mahe-a part of Pondicherry.	Shri. P. K. Vijayakumar Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in
KOLKATA	West Bengal, Bihar, Sikkim, Jharkhand, Andaman & Nicobar Islands.	Shri. K. B. Saha Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in
LUCKNOW	Uttar Pradesh and Uttaranchal	Shri. N. P. Bhagat Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in
MUMBAI	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	Shri. A. K. Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in
PUNE	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in

IRDA REGULATION NO 5: This policy is subject to regulation 5 of IRDA (Protection of Policyholder's Interests) Regulation.