

## Bundled Private Car Long Term Package Policy



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### **Bundled Private Car Long Term Package 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 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.

#### **NOW THIS POLICY WITNESSETH:**

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

#### **POLICY PERIOD**

The duration mentioned in the Part I of schedule in the policy documents commencing from policy start date and time and terminating on the policy expiry date and time.

#### **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;
- viii whilst in transit by road rail inland- waterway lift elevator or air;
- ix 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, tubes and batteries- 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

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Age of Vehicle	% of Depreciation
Not exceeding 6 months	Nil
Exceeding 6months but not exceeding 1 year	5%
Exceeding 1year but not exceeding 2 years	10%
Exceeding 2years 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 the case of painting, the depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of total painting charges for the 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 shall be limited to 50% of the cost of 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 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 of redelivery to the Insured, but not exceeding in all 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.

### **SUM INSURED – 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 is fixed at the commencement of each Period of Insurance for the insured vehicle.

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

**THE SCHEDULE OF DEPRECIATION FOR FIXING IDV 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%

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

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) is to be determined on the basis of an understanding between the Insurer and the Insured.

IDV shall be treated as the 'Market Value' throughout the Period of Insurance 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 TO 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 insured vehicle against all sums which the Insured shall become legally liable to pay in respect of

- i) 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,
- ii) 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 in

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terms of and subject to the limitations of this Policy, provided that such personal representative 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, 1988.

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 whilst mounting into/dismounting from or traveling 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:

Details of injury	Scale of compensation
(i) Death 100% of CSI*	100% of CSI*
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye.	100% of CSI*
(iii) Loss of one limb or sight of one eye	50% of CSI*
(iv) Permanent Total Disablement from injuries other than named above.	100% of CSI*

\*CSI - CAPITAL SUM INSURED

Provided always that

A) 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. 2 lakh for each year of the policy period.

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B) 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.

C) 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

(a) the Owner-Driver is the registered owner of the vehicle insured herein; (b) the Owner-Driver is the Insured named in this Policy.

(c) the Owner-Driver holds an effective driving licence, 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 in respect of:

1. 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

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The Company shall not be liable for each and every claim under Section I (Loss 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 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 where 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 co-operate with the Company in securing the conviction of the offender.
2. No admission offer promise payment or 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 of 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 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 vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the 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 any further Damage to the vehicle shall be entirely at the Insured's own risk.
5. The Company may cancel the Policy on the grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation by the insured, by sending seven days notice by recorded delivery to the Insured at the Insured's last known address and in such event, the company will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force. Or the Policy may be cancelled at any time by the Insured on seven days' notice by recorded

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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 (Rs. 25 in case of vehicle modified for handicapped). Where the ownership of the vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is Insured elsewhere is produced.

No Motor Third Party Insurance may be cancelled by either the insurer or the insured except on the following grounds:

- (a). Double Insurance
- (b). Vehicle not in use anymore because of Total Loss or Constructive Total Loss
- (c). In the event the vehicle is sold and/or transferred

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

7. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute 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 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 hereinbefore 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.

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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.

### NO CLAIM BONUS

Relating to Section 1 Loss of or Damage to the Vehicle Insured No Claim Bonus, wherever applicable, will be as per the following table:

	% of discount on Section I (Loss of or Damage to the Vehicle Insured)
No claim made or pending during the preceding full year of insurance	20%
No claim made or pending during the preceding 2 consecutive years of insurance	25%
No claim made or pending during the preceding 3 consecutive years of insurance	35%
No claim made or pending during the preceding 4 consecutive years of insurance	45%
No claim made or pending during the preceding 5 consecutive years of insurance	50%

The NCB Slab mentioned in the above table is applicable for New Vehicles

**Sunset Clause:** If at the renewal falling due any time between 1st July 2002 and 30th June 2003, both days inclusive, (after completion of the full Policy period of 12 months) an Insured becomes entitled to an NCB of 55% or 65% in terms of the Tariff prevailing prior to 1st July 2002, the entitlement of such higher percentage of NCB will remain protected for all subsequent renewals till a claim arises under the Policy, in which case the NCB will revert to 'Nil' at the next renewal. Thereafter, NCB if any earned, will be in terms of the above table.

No Claim Bonus will only be allowed provided the policy is renewed within 90 days of the expiry date of the previous policy

If a claim is made under Section I Loss or Damage to the Vehicle Insured the No Claim Bonus will not get affected during the course of the long term.

The NCB will be offered as per Your eligibility.



**ENDORSEMENTS (Only the Endorsements mentioned in the Schedule shall form part of the Policy).**

**IMT.1. EXTENSION OF GEOGRAPHICAL AREA**

In consideration of the payment of an additional premium of Rs..... It is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary the geographical Area in this Policy shall from the --/--/---- to the --/--/----(both days inclusive) be deemed to include\*

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured during sea voyage/air passage for the purpose of ferrying the vehicle insured to the extended geographical area.

Subject otherwise to the terms exceptions conditions and limitations of this policy.

\*Insert Nepal/Srilanka/Maldives/Bhutan/Pakistan/Bangladesh as the case may be.

**IMT. 3. TRANSFER OF INTEREST**

It is hereby understood and agreed that as from .../.../..... the interest in the policy is transferred to and vested in ..... of ..... carrying on or engaged in the business or profession of ..... who shall be deemed to be the insured and whose proposal and declaration dated.. /.../.... shall be deemed to be incorporated in and to be the basis of this contract.

Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this policy has been vested in any previous Insured shall accrue to the benefit of .....

Subject otherwise to the terms exceptions conditions and limitations of this policy.

**IMT.4. CHANGE IN VEHICLE**

It is hereby understood and agreed that as from .../..../ ..... the vehicle bearing Registration Number ..... is deemed to be deleted from the Schedule of the Policy and the vehicle with details specified hereunder is deemed to be included therein

Regd. No	Engine /Chassis. No	Make	Type of Body	CC/ GVW	Year of manufacture	Seating Capacity including driver	IDV in (Rs.)

In consequence of this change, an extra/ refund premium of Rs. .... is charged/allowed to the insured.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

**IMT.5. HIRE PURCHASE AGREEMENT**

It is hereby understood and agreed that the financier as specified in the Schedule (hereinafter referred to as the Owners) are the Owners of the Motor Vehicle insured and that the Motor Vehicle insured is subject of a Hire Purchase Agreement made between the Owners on the one part and the Insured on the other part and it is further understood and agreed that the Owners are interested in any monies which, but for this Endorsement, would be payable to the Insured under this Policy, in

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respect of such Loss or Damage to the Motor Vehicle insured, as cannot be made good by repair and / or replacement of parts, and such monies shall be paid to the Owners as long as they are the Owners of the Motor Vehicle insured and their receipt shall be a full and final discharge to the Insurer in respect of such Loss or Damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the Owner-Driver granted under this Policy, the Insured named in the Policy will continue to be deemed as the Owner-Driver, subject to compliance of provisions of the Policy relating to this cover.

Save as by this Endorsement expressly agreed, nothing herein shall modify or affect the rights and liabilities of the Insured or the Insurer respectively under or in connection with this Policy.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy.

### **IMT.6. LEASE AGREEMENT**

It is hereby understood and agreed that lessor specified in the Schedule (hereinafter referred to as the Lessors) are the Owners of the Motor Vehicle insured and that the Motor Vehicle insured is the subject of a Lease Agreement made between the Lessor on the one part and the Insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which, but for this Endorsement, would be payable to the Insured under this Policy, in respect of such Loss or Damage to the Motor Vehicle insured, as cannot be made good by repair and/or replacement of parts, and such monies shall be paid to the Lessors as long as they are the Owners of the Motor Vehicle insured and their receipt shall be a full and final discharge to the Insurer in respect of such Loss or Damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this Policy is issued to the Insured specified in the Schedule as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the Insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Insured to the Lessors, of his rights, benefits and claims under this Policy and further nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the Insurer in any capacity, whatsoever, for any alleged breach of its obligations hereunder.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the Owner-Driver granted under this Policy, the Insured named in the Policy will continue to be deemed as the Owner-Driver subject to compliance of provisions of the Policy relating to this cover.

Save as by this Endorsement expressly agreed, nothing herein shall modify or affect the rights and liabilities of the Insured or the Insurer respectively under or in connection with this Policy.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of this policy.

### **IMT.7. VEHICLES SUBJECT TO HYPOTHECATION AGREEMENT**

It is hereby declared and agreed that the Motor Vehicle insured is pledged to/hypothecated with as specified in the Schedule (hereinafter referred to as the "Pledgee") and it is further understood and agreed that the Pledgee is interested in any monies which, but for this Endorsement, would be payable to the Insured under this Policy in respect of such Loss or Damage to the Motor Vehicle Insured, as cannot be made good by repair and/or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the Motor Vehicle insured and their receipt shall be a full and final discharge to the Insurer in respect of such Loss or Damage.

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It is further declared and agreed that for the purpose of the Personal Accident Cover for the Owner-Driver granted under this Policy, the Insured named in the Policy will continue to be deemed as the owner-driver subject to compliance of provisions of the Policy relating to this cover.

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the Insured or the Insurer respectively under or in connection with this Policy or any term, provision or condition thereof.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy.

### **IMT 8. DISCOUNT FOR MEMBERSHIP OF RECOGNISED AUTOMOBILE ASSOCIATIONS**

It is hereby understood and agreed that in consideration of Insured's membership of the recognized Automobile Association stated in the Schedule, a discount in premium is allowed to the Insured hereunder.

It is further understood and agreed that if the Insured ceases to be a member of the above mentioned Association during the currency of this Policy, the Insured shall immediately notify the Insurer accordingly and refund to the Insurer a proportionate amount of the discount allowed on this account for the unexpired period of the cover.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of the Policy

### **IMT.10. INSTALLATION OF ANTI-THEFT DEVICE**

In consideration of certification by the Automobile Association stated in the Schedule that an Anti-Theft device approved by Automobile Research Association of India (ARAI), Pune has been installed in the Motor Vehicle insured herein, premium discount as stated in the Schedule is hereby allowed to the Insured.

It is hereby understood and agreed that the Insured shall ensure at all times that this Anti-theft device installed in the Motor Vehicle insured is maintained in efficient condition till the expiry of this Policy.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of the Policy

### **IMT. 11.A. VEHICLES LAID UP**

(Lay up period declared)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that from / / .. to / / .. the vehicle insured is laid up in garage and not in use and during this period all liability of the insurer under this policy in respect of the vehicle insured is suspended save only in respect of loss or damage to the said vehicle caused by fire explosion self-ignition or lightning or burglary, housebreak-ing, theft or riot strike malicious damage terrorism or storm tempest flood inundation or earthquake perils, in consideration whereof

# the insurer will deduct from the next renewal premium the sum of Rs ..... \* and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.

# the period of insurance by this policy is extended to ...../...../..... in view of the payment of an additional premium of Rs .....\*\*

Subject otherwise to the terms exceptions conditions and limitations of this policy.

NB.1. # To delete (a) or (b) as per option exercised by the insured.

NB.2. \* The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay up periods is to be inserted.

NB.3 \*\* The proportionate premium required for Fire and / or Theft cover for the vehicle for the laid - up period is to be inserted .

NB.4. In case of Liability Only Policies the words in CAPITALS should be deleted.

NB.5. In case of policies covering Liability Only and

Fire risks, the words " BURGLARY HOUSEBREAKING OR THEFT" are to be deleted;

Theft risks, the words' "FIRE EXPLOSION SELF IGNITION OR LIGHTNING" are to be deleted.

Fire and Theft risks no part of the words in capitals are to be deleted.

**IMT. 11. B. VEHICLES LAID UP**

(Lay up period not declared)

Notwithstanding anything to the contrary contained herein it is hereby under-stood and agreed that as from .. / .. / .. the ve h i c l e n o . i n s u r e d hereunder is laid up in garage and not in use and liability of the insurer under this policy in respect of the said vehicle is suspended save only in respect of loss or damage to the said vehicle caused by fire explosion self-ignition or lightning or burglary, housebreaking, theft or riot strike malicious damage terrorism or storm tempest flood inundation or earthquake perils.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

NB.1. In case of Liability Only Policies the words in CAPITALS should be deleted.

NB.2. In case of policies covering Liability Only and

Fire risks, the words " BURGLARY HOUSEBREAKING OR THEFT" are to be deleted;

Theft risks, the words' "FIRE EXPLOSION SELF IGNITION OR LIGHTNING" are to be deleted.

Fire and Theft risks no part of the words in capitals are to be deleted.

**IMT. 11.C. TERMINATION OF THE UNDECLARED PERIOD OF VEHICLE LAID UP.**

It is hereby understood and agreed that the insurance by this Policy in respect of vehicle no. .... .. insured hereunder is reinstated in full from .. / .. / ... and the Endorsement IMT 11(B) attaching to this policy shall be deemed to be cancelled. It is further agreed that in consideration of the period during which the vehicle no . . . . has been out of use

# The insurer will deduct from the next renewal premium the sum of Rs \* and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.

# the period of insurance by this policy is extended to..... /...../..... In view of the payment of an additional premium of Rs ..... \*\*

Subject otherwise to the terms exceptions conditions and limitations of this policy.

NB.1. # To delete (a) or (b) as per option exercised by the insured.

NB.2. \* The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay up periods is to be inserted.

NB.3 \*\* The proportionate premium required for Fire and / or Theft cover for the

vehicle for the laid - up period is to be inserted.

**IMT.12. DISCOUNT FOR SPECIALLY DESIGNED/MODIFIED VEHICLES FOR THE BLIND, HANDICAPPED AND MENTALLY CHALLENGED PERSONS.**

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the vehicle insured being specially designed /modified for use of blind, handicapped and mentally challenged persons and suitable endorsement to this effect having been incorporated in the Registration Book by the Registering Authority, a discount of 50% on the Own Damage premium for the vehicle insured is hereby allowed to the insured.

Subject otherwise to the terms exceptions conditions and limitations of the policy.

**IMT.13. USE OF VEHICLE WITHIN INSURED’S OWN PREMISES (Applicable to all classes except as otherwise provided in the tariff)**

It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while the vehicle is being used elsewhere than in the insured’s premises except where the vehicle is specifically required for a mission to fight a fire.

For the purposes of this endorsement 'Use confined to own premises' shall mean use only on insured’s premises to which public have no general right of access

**IMT.15. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER OR CLEANER**

In consideration of the payment of an additional premium it is hereby agreed and understood that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the Insured person in direct connection with the Motor Vehicle insured or whilst mounting and dismounting from or traveling in the Motor Vehicle insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in: -

Details of Injury	Scale of Compensation
i) Death	100% of CSI*
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100% of CSI*
iii) Loss of one limb or sight of one eye	50% of CSI*
iv) Permanent Total Disablement from injuries other than named above	100% of CSI*

\* CSI -CAPITAL SUM INSURED

Provided always that: -

(1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person, arising out of any one occurrence and total liability of the Insurer shall not in the

## Bundled Private Car Long Term Package Policy

aggregate exceed the sum of Rs. 2 Lakh for each year of the policy period in respect of any such person.

(2) no compensation shall be payable in respect of death or 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.

(3) such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy.

### **IMT.16. PERSONAL ACCIDENT TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER AND CLEANER**

In consideration of the payment of an additional premium it is hereby understood and agreed that the Insurer undertakes to pay compensation on the scale provided below for bodily injuries hereinafter defined sustained by any passenger other than the Insured and/or the Paid Driver attendant or cleaner and/or a person in the employ of the Insured coming within the scope of the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the Insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in Motor Vehicle and caused by violent, accidental, external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in :

Details of Injury	Scale of Compensation
i) Death	100% of CSI*
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100% of CSI*
iii) Loss of one limb or sight of one eye	50% of CSI*
iv) Permanent Total Disablement from injuries other than named above	100% of CSI*

\* CSI -CAPITAL SUM INSURED

Provided always that: -

(1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Insurer shall not in the aggregate exceed the sum of Rs. 2 Lakh for each year of the policy period in respect of any such person.

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(2) no compensation shall be payable in respect of death or 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.

(3) such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

(4) not more persons than the seating capacity of the Motor Vehicle specified in the Schedule are in the said Motor Vehicle at the time of occurrence of such injury.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy.

### IMT.17. PERSONAL ACCIDENT COVER TO PAID DRIVERS

In consideration of the payment of an additional premium, it is hereby understood and agreed that the Insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the Paid Driver in the employ of the Insured in direct connection with the Motor Vehicle insured whilst mounting into or dismounting from or traveling in the insured Motor Vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury, result in: -

Details of Injury	Scale of Compensation
i) Death 100% of CSI*	100% of CSI*
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100% of CSI*
iii) Loss of one limb or sight of one eye	50% of CSI*
iv) Permanent Total Disablement from injuries other than named above	100% of CSI*

\* CSI -CAPITAL SUM INSURED

Provided always that: -

(1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Insurer shall not in the aggregate exceed the sum of Rs. 2 Lakh for each year of the policy period in respect of any such person.

(2) no compensation shall be payable in respect of death or 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.

(3) such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy.

**IMT.19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY**

Notwithstanding anything to the contrary contained in this policy it is hereby understood and agreed that in the event of loss or damage to the vehicle insured and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle insured is held for repair or in the event of the insurer exercising the option under.... , \* to pay in cash the amount of the loss or damage the liability of the insurer in respect of any such part shall be limited to :-

- (a)(i) the price quoted in the latest catalogue or the price list issued by the Manufacturer or his Agent for the country in which the vehicle insured is held for repair less depreciation applicable; OR
  - (ii) if no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy; and
- (b) the reasonable cost of fitting such parts.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

\* Insert 'Condition 3' in the case of the Private Car

**IMT.20. REDUCTION IN THE LIMIT OF LIABILITY FOR PROPERTY DAMAGE**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the Policy the Insurer's liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to the Insured or held in trust or in custody or control of the Insured

In consideration of this reduction in the limit of liability, a reduction in premium as specified in the Schedule is hereby made to the Insured.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of the Policy.

**IMT.22. COMPULSORY DEDUCTIBLE**

Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insured shall bear under Section 1 of the Policy in respect of each and every event (including event giving rise to a Total Loss/Constructive Total Loss) the first sum as specified in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this Policy and/or of any expenditure by the Insurer in the exercise of his discretion under Condition number 3 of this Policy.

If the expenditure incurred by the Insurer shall include any amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Insurer forthwith.



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For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the Motor Vehicle insured in respect of which indemnity is provided under this Policy.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy.

### **IMT. 22A.VOLUNTARY DEDUCTIBLE**

It is hereby declared and agreed that the Insured having opted a voluntary deductible as specified in the Schedule, a reduction in premium as stated in the Schedule under Section I of the Policy is hereby allowed.

In consideration of the above, it is hereby understood and agreed that the Insured shall bear under Section 1 of the Policy in respect of each and every event (including event giving rise to a Total Loss/Constructive Total Loss) the first sum as specified in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this Policy and/or of any expenditure by the Insurer in the exercise of his discretion under Condition number 3 of this Policy .

If the expenditure incurred by the Insurer shall include any amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the Motor Vehicle insured in respect of which indemnity is provided under this Policy.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy.

### **IMT.24. ELECTRICAL/ELECTRONIC FITTINGS**

(Items fitted in the Motor Vehicle but not included in the manufacturer's listed selling price of the Motor Vehicle)

In consideration of the payment of additional premium as stated in the Schedule, notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insurer will indemnify the Insured against Loss of or Damage to such electrical and/or electronic fitting(s) as specified in the Schedule whilst it/these is/are fitted in or on the Motor Cycle insured where such Loss or Damage is occasioned by any of the perils mentioned in Section I of the Policy.

The Insurer shall, however, not be liable for Loss of or Damage to such fitting(s) caused by/as a result of mechanical or electrical breakdown. Provided always that the liability of the Insurer hereunder shall not exceed the Insured's Declared Value (IDV) of the item.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy.

### **IMT. 25. CNG/LPG KIT IN BI-FUEL SYSTEM (Own Damage cover for the kit)**

In consideration of the payment of premium of `.....\* notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured in terms conditions limitations and exceptions of Section1 of the policy against loss and/or damage to the CNG/LPG kit fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the policy.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

\* To insert sum arrived at in terms of G.R.42.

**IMT. 28.LEGAL LIABILITY TO PAID DRIVER**

In consideration of an additional premium as stated in the Schedule notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insurer shall indemnify the Insured against the Insured's legal liability under the Workmen's Compensation Act, 1923, the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any Paid Driver whilst engaged in the service of the Insured in such occupation in connection with the Motor Cycle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy.

Provided always that

- (1) this Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any Insurer or group of Insurers a Policy of Insurance in respect of liability as herein defined for Insured's general employees;
- (2) the Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations; (3)in the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed. Subject otherwise to the Terms, Exceptions, Conditions and Limitations of the Policy; accept so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

**IMT.29. LEGAL LIABILITY TO EMPLOYEES OF THE INSURED OTHER THAN PAID DRIVER WHO MAY BE TRAVELING OR DRIVING IN THE EMPLOYER'S VEHICLE**

In consideration of the payment of an additional premium as stated in the Schedule notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insurer will indemnify the Insured against the Insured's liability at Common Law and Statutory Liability under the Fatal Accidents Act, 1855, for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than Paid Drivers) of the within named Insured being carried in or upon or entering in or getting on to or alighting from or driving the Motor Vehicle insured.

Provided that in the event of an accident whilst the Motor Vehicle insured is carrying more than the number of employees of the Insured (including the driver) as stated in the Schedule the Insured shall repay to the Insurer a rateable proportion of the total amount payable by the Insurer by the reason of this Endorsement in respect of accident in connection with such Motor Vehicle insured.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy.

**IMT. 30. TRAILERS. (Applicable to Private Cars Only)**

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this policy shall extend to apply to the Trailer (Registration No.....).

Provided always that

- \*1. the IDV of such Trailer shall be deemed not to exceed .....\* \*

- 2. the term 'Trailer' shall not include its contents or anything contained thereon.
- 3. such indemnity shall not apply in respect of death or bodily injury to any person being conveyed by the said Trailer otherwise than by reason of or in pursuance of a contract of employment.

Subject otherwise to the terms, conditions limitations and exceptions of this Policy.

\* Delete in the case of Liability to the public Risks only policies.

\*\* Insert value of trailer as declared at inception of insurance or any renewal thereof.

**IMT.31. RELIABILITY TRIALS AND RALLIES**

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this Policy is extended to apply whilst the vehicle insured is engaged in

.....\* to be held at ..... \*\* ..... on or about the date of ...../...../ .....  
under the auspices of ..... #

Provided that: -

(a) No indemnity shall be granted by this Endorsement to ..... #

(b) This Policy does not cover use for organized racing, pace making or speed testing.

(c) During the course of the .....\* the Insurer shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle insured at the time of the occurrence of the event out of which any claim arises.

# # It is further understood and agreed that while the vehicle insured is engaged in .....\* the insured shall bear the first Rs.....@ (or any less amount for which the claim may be assessed) of each and every claim under Section I of this Policy.

Provided that if the insurer shall make any payment in exercise of its discretion under Condition No. 3 of the policy in settlement of any claim and such payment includes the amount for which the insured is responsible by reason of this Endorsement the insured shall repay to the insurer forthwith the amount for which the insured is so responsible. For the purpose of this Endorsement the expression "claim" shall mean a claim or series of claims arising out of one event.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

\* To insert the name of the event.

@ To insert Rs. 5000/- for Private cars for the duration of the event the deductible under Section 1 of the policy for the purpose of IMT 22 will be the amount stated in IMT 22 or the amount stated herein, whichever is higher.

\*\* To insert the venue of the event.

# To insert the name of the promoters of the event.

# # To delete this entire paragraph in case of Liability Only policies.

**IMT.32. ACCIDENTS TO SOLDIERS /SAILORS/ AIRMEN EMPLOYED AS DRIVERS**

In consideration of the payment of an additional premium of Rs 100/-\* it is here-by understood and agreed that in the event of any Soldier/Sailor/Airman employed by the insured to drive the vehicle insured being injured or killed whilst so employed, this policy will extend to relieve the insured of his liability to indemnify Ministry of Defence under the respective Regulations.

Subject otherwise to the terms, conditions limitations and exceptions of this Policy.

\* This additional premium is flat and irrespective of period of insurance not exceeding 12 months. Any extension of the policy period beyond 12 months will call for payment of further additional premium under this endorsement.

**Grievance Redressal:**

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances:

Any partial or total repudiation of claims by the Company.

Any dispute regard to premium paid or payable in terms of the policy.

Any dispute on the legal construction of the policies in so far as such disputes relate to claims.

Delay in settlement of claims.

Non-issue of any insurance document to customer after receipt of the premium.

Any other grievance.

**GRIEVANCE REDRESSAL PROCEDURE**

We are concerned about you. If you are not happy with our service or in case you have any query or complaint/grievance against us, please follow the steps given below:

Step 1: Customer Services Team

Please raise a complaint with us through our Online form or Email us to our customer service desk at [customer.services@royalsundaram.in](mailto:customer.services@royalsundaram.in)

Royal Sundaram General Insurance Co. Ltd

Vishranthi Melaram Towers

No.2/319, Rajiv Gandhi Salai (OMR)

Karapakkam, Chennai - 600097

Call us at: 1860 425 0000

After investigating the matter internally, we will send our response within a period of 10 days. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

**Step 2: The Grievance Redressal Unit**

In case the response provided does not meet your expectation or have not received any response within 15 days, you may write to [grievance.redressal@royalsundaram.in](mailto:grievance.redressal@royalsundaram.in) or Register a complaint to submit the grievance online.

**Step 3:**

If after following Step 1 and 2 as stated above your issue remains unresolved, you may approach the Insurance Ombudsman for Redressal.

Contact Details of Insurance Ombudsman Refer our Company Website for list of Insurance Ombudsman