

Policy Wording

**Motor Two Wheeler Liability Policy for five years**

UIN - IRDAN123RP0013V01201819

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*(Applicable to Two Wheelers)*

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be 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 as consideration for such insurance in respect of events occurring during the period of insurance.

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

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

#### **i) LIABILITY TO THIRD PARTIES**

1. Subject to the Limit of liability as laid down in the schedule hereto, the Company will indemnify the insured in the event of accident caused by or arising out of the use of the Motor Vehicle anywhere in India against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of
  - i. death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act.
  - ii. damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured up to the limit specified in the schedule.
2. The Company will also pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the limitations of the indemnity which is granted by this policy to the insured, the Company will indemnify any driver who is driving the Motor Vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were 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 terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in sofar 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.

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### **Period of Insurance**

Period of Insurance means the period commencing from policy start date and hour and terminating on the policy end date and hour as specified in Schedule of the 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 provisions.

### **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.

### **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 independently of any other cause shall within six calendar months of such injury result in

	<b>Scale of compensation</b>
(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

- 1) 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. ----- during any one period of insurance.
- 2) 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.

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 license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

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## GENERAL EXCEPTIONS

1. The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein
  - (a) being used otherwise than in accordance with the „Limitations as to Use“
  - or
  - (b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
2. The Company shall not be liable in respect of any claim arising out of any contractual liability.
3. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
4. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment ) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
5. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
6. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

## 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 accident and in the event of any claim. Every letter claim writ summons and/or process 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 accident which may give rise to a claim under this Policy.
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 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. If the Company shall make any

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payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.

3. The insured shall take all reasonable steps to maintain the insured vehicle 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.
4. The Company may cancel the policy by sending seven days notice by recorded delivery to the insured at insured's last known address only on the following grounds:
  - i. Double Insurance
  - ii. Vehicle not in use anymore because of Total Loss or Constructive Total Loss
  - iii. In the event the vehicle is sold and / or transferred subject to evidence that the vehicle is insured elsewhere

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 for conditions a and c (Double Insurance and Transfer. In case of cancellation of policy for Total Loss or Constructive Total Loss, premium for the full unexpired years will be refunded to the Insured.

The policy may be cancelled at any time by the insured on seven days' notice by recorded delivery only 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 subject to evidence that the vehicle is insured elsewhere

and in such event, the Insured is entitled for return of premium as per Company's short period scales as shown below for conditions C(Transfer). For Double Insurance premium will be refunded as per India Motor Tariff.

Percentage of Third Party Liability Premium that will be retained by the Company in the event of Cancellation of a Policy by the Insured.

**If Cancellation Occurs in the First Year**

<b>Percentage of the First Year Premium to be retained by Company</b>	
<b>Policy Period</b>	<b>Percentage</b>
Not exceeding 1 month	20%
Exceeding 1 month but not exceeding 2 months	30%
Exceeding 2 months but not exceeding 3 months	40%
Exceeding 3 months but not exceeding 4 months	50%
Exceeding 4 months but not exceeding 5 months	60%
Exceeding 5 months but not exceeding 6 months	70%
Exceeding 6 months but not exceeding 7 months	80%
Exceeding 7 months but not exceeding 8 months	90%
Exceeding 8 months but not exceeding 12 months	100%

*The Second Year Premium, the Third Year Premium, the Fourth Year Premium and the Fifth Year Premium of the Motor Third Party Liability along with the remaining premium from the First Year (if any) will be paid back to the policyholder.*

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**If Cancellation Occurs in the Second Year**

<b>Percentage of the Second Year Premium to be retained by Company</b>	
<b>Policy Period</b>	<b>Percentage</b>
Exceeding 12 months but not exceeding 13 months	20%
Exceeding 13 months but not exceeding 14 months	30%
Exceeding 14 months but not exceeding 15 months	40%
Exceeding 15 months but not exceeding 16 months	50%
Exceeding 16 months but not exceeding 17 months	60%
Exceeding 17 months but not exceeding 18 months	70%
Exceeding 18 months but not exceeding 19 months	80%
Exceeding 19 months but not exceeding 20 months	90%
Exceeding 20 months but less than 24 months	100%

*The Third Year Premium, the Fourth Year Premium and the Fifth Year Premium of the Motor Third Party Liability along with the remaining premium from the Second Year (if any) will be paid back to the policyholder.*

**If Cancellation Occurs in the Third Year**

<b>Percentage of the Third Year Premium to be retained by Company</b>	
<b>Policy Period</b>	<b>Percentage</b>
Exceeding 24 months but not exceeding 25 months	20%
Exceeding 25 months but not exceeding 26 months	30%
Exceeding 26 months but not exceeding 27 months	40%
Exceeding 27 months but not exceeding 28 months	50%
Exceeding 28 months but not exceeding 29 months	60%
Exceeding 29 months but not exceeding 30 months	70%
Exceeding 30 months but not exceeding 31 months	80%
Exceeding 31 months but not exceeding 32 months	90%
Exceeding 32 months but not exceeding 36 months	100%

*The Fourth Year Premium and the Fifth Year Premium of the Motor Third Party Liability along with the remaining premium from the Third Year (if any) will be paid back to the policyholder.*

**If Cancellation Occurs in the Fourth Year**

<b>Percentage of the Fourth Year Premium to be retained by Company</b>	
<b>Policy Period</b>	<b>Percentage</b>
Exceeding 36 months but not exceeding 37 months	20%
Exceeding 37 months but not exceeding 38 months	30%
Exceeding 38 months but not exceeding 39 months	40%
Exceeding 39 months but not exceeding 40 months	50%
Exceeding 40 months but not exceeding 41 months	60%
Exceeding 41 months but not exceeding 42 months	70%
Exceeding 42 months but not exceeding 43 months	80%
Exceeding 43 months but not exceeding 44 months	90%
Exceeding 44 months but not exceeding 48 months	100%

*The Fifth Year Premium of the Motor Third Party Liability along with the remaining premium from the Fourth Year (if any) will be paid back to the policyholder.*

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**If Cancellation Occurs in the Fifth Year**

<b>Percentage of the Fifth Year Premium to be retained by Company</b>	
<b>Policy Period</b>	<b>Percentage</b>
Exceeding 48 months but not exceeding 49 months	20%
Exceeding 49 months but not exceeding 50 months	30%
Exceeding 50 months but not exceeding 51 months	40%
Exceeding 51 months but not exceeding 52 months	50%
Exceeding 52 months but not exceeding 53 months	60%
Exceeding 53 months but not exceeding 54 months	70%
Exceeding 54 months but not exceeding 55 months	80%
Exceeding 55 months but not exceeding 56 months	90%
Exceeding 56 months but not exceeding 60 months	100%

In case of cancellation of policy for Total Loss or Constructive Total Loss, premium for the full unexpired years will be refunded to the Insured.

4. 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.
5. 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.

6. The due observance and fulfilment of the terms, conditions and endorsement 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.
7. 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.

### MECHANISM FOR COMPLAINTS / GRIEVANCE REDRESSAL

As an esteemed customer of our company, you can contact us to register complaint/ grievance, if any, including servicing of policy, claims etc. with regard to the insurance policy issued to you. The contact details of our office is given below for your reference.

**(A) Cholamandalam MS General Insurance Company’s customer services helpline numbers:**

Address : H.O: Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001.  
 Toll free : 1800 200 5544  
 SMS : “CHOLA” to 56677  
 E-MAIL : [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)  
 WEBSITE : <http://www.cholainsurance.com/>

1. If you haven’t received any reply from us within one month from the date of the lodgement of compliant or
2. If you are not satisfied with the reply of the Company, you can also contact the nearest Insurance Ombudsman, whose addresses are mentioned below:

Sl. No	Office of the Ombudsman	Name of the Ombudsman and Contact Details	Areas of Jurisdiction
1	AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014, Ph(O) 079-27546150, 27546139 Fax: 079-27546142, E-mail: <a href="mailto:insombahd@rediffmail.com">insombahd@rediffmail.com</a>	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
2	BHOPAL	Office of the Insurance Ombudsman, 1st Floor, 117, Zone-II, Above D.M. Motors Pvt. Ltd, Maharana Pratap Nagar, Chhattisgarh, BHOPAL - 462 011, Ph(O): 0755-2769200, 2769202, 2769201, Fax: 0755-2769203, E-mail: <a href="mailto:bimalokpalbhopal@airtelbroadband.in">bimalokpalbhopal@airtelbroadband.in</a>	Madhya Pradesh & Chhattisgarh
3	BHUBANE-SWAR	Office of the Insurance Ombudsman, 62 Forest Park, BHUBANESHWAR – 751009, Ph (0): 0674-2535220,2533798, Fax: 0674-2531607, E-mail: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
4	CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH – 160017, (0) 0172-2706196, 2705861, EPBX: 0172-2706468, Fax: 0172-2708274, E-mail: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh

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5	CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, No 453(old no 312 ), Anna Salai, Teynampet, CHENNAI -600 018, (0) 044-24333678, 24333668, Fax: 044-24333664, E-mail: <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a>	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
6	DELHI	Office of the Insurance Ombudsman, 2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002, (0) 011-23239611, 23237539, 23237532, Fax: 011-23230858 E-mail : <a href="mailto:iobdelraj@rediffmail.com">iobdelraj@rediffmail.com</a>	Delhi & Rajasthan
7	GUWAHATI	Office of the Insurance Ombudsman, Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021, (0) 0361-2413525, EPBX: 0361-2415430, Arunachal Pradesh, Fax: 0361-2414051 E-mail: <a href="mailto:omb_ghy@sify.com">omb_ghy@sify.com</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
8	HYDERABAD	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. (0) 040-23325325, 23312122, 65504123, Fax: 040-23376599, E-mail: <a href="mailto:hyd2_insombud@sancharnet.in">hyd2_insombud@sancharnet.in</a>	Andhra Pradesh Karnataka and UT of Yanam - a part of the UT of Pondicherry
9	KOCHI	Office of the Insurance Ombudsman 2nd Floor, CC 27/ 2603, Pulinat Building Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015, (0) 0484-2358734, 2359338, 2358759, Fax: 0484-2359336 E-mail: <a href="mailto:ombudsmankochi@yahoo.co.in">ombudsmankochi@yahoo.co.in</a>	Kerala, UT of (a) Lakshadweep, (b) Mahe - a Part of UT of Pondicherry
10	KOLKATA	Office of the Insurance Ombudsman North British Building, 29, N. S. Road, 3rd Floor, KOLKATA -700 001. (0) 033-22134869, 22134867, 22134866, Fax: 033-22134868, E-mail : <a href="mailto:iombkol@vsnl.net">iombkol@vsnl.net</a>	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
11	LUCKNOW	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (0) 0522-2201188, 2231330, 2231331, Fax: 0522-2231310 E-mail: <a href="mailto:ioblko@sancharnet.in">ioblko@sancharnet.in</a>	Uttar Pradesh and Uttaranchal
12	MUMBAI	Office of the Insurance Ombudsman 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054 022-26106928, 26106360, EPBX: 022-6106889, Fax: 022-26106052, Email: <a href="mailto:ombudsman@vsnl.net">ombudsman@vsnl.net</a>	Maharashtra, Goa