

# MOTOR PRIVATE CAR - 3 YEARS - WORDINGS

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 Universal Sompo General Insurance Company Limited, herein after referred to as 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.

#### NOW THIS POLICY WITNESSETH:

That subject to the Terms Exceptions and Conditions contained herein or endorsed or 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

- 1. By fire explosion self-ignition or lightning;
- 2. By burglary housebreaking or theft;
- 3. By riot and strike;
- 4. By earthquake (fire and shock damage);
- 5. By flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
- 6. By accidental external means;
- 7. By malicious act;
- 8. By terrorist activity;
- 9. Whilst in transit by road rail inland-waterway lift elevator or air;
- 10. 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 6months	Nil
Exceeding 6months 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 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 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 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 drug.

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 redelivery to the insured but not exceeding in all Rs. 1500/- 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:

- 1. The estimated cost of such repair including replacements, if any, does not exceed Rs.500/-
- 2. The Company is furnished forthwith with a detailed estimate of the cost of repairs; and
- 3. 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 policy period for the insured vehicle.

The IDV of the vehicle (and 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 vehicle insured at the commencement of insurance/renewal and adjusted for depreciation (as per schedule 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.

### THE 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) 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 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 a 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 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 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 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 defense 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 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.

# SECTION III – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

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 driving or mounting into/dismounting from the vehicle insured or whilst traveling in it 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

- A) 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. 15 lakhs during any one period of insurance.
- 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 (1) intentional self-injury suicide or attempted suicide physical defect or infirmity or (2) 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

- 1. The owner-driver is the registered owner of the vehicle insured herein;
- 2. The owner-driver is the insured named in this policy.
- 3. 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

- 1. Any accidental loss or 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 accidental 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 purpose 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 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 consequence 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 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 - I (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 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 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 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 defense 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.
- 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 by sending Seven days' notice by recorded delivery to the insured at insured's last known address on the grounds of misrepresentation, fraud, nondisclosure of material facts or non-cooperation and in such event 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 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 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.

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:

#### a. Renewal to an Annual Policy

Number of claim free years	NCB discount % on Own Damage premium
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%

Under Sunset Clause, Policyholders entitled to an NCB of 55% and 65% will remain protected for all subsequent renewals till a claim arises under the policy, in which case the NCB will revert to 0% at the next renewal. Thereafter, NCB as per the above table will be earned.

For every claim free year, the insured moves one step up the slab and moves down to 0% NCB in case even a single claim is made anytime, at any NCB slab.

# b. Renewal to 3 year Policy

The NCB% applicable at the time of our own renewal or renewal from other company of a long term policy will be as follows:

Entry NCB %	Number of claims Claim made or pending during the policy period				
LIIIIY INCD 76	0	1	2	3	>3
0%	40%	30%	20%	10%	0%
20%	50%	30%	20%	10%	0%
25%	50%	30%	20%	10%	0%
35%	50%	30%	20%	10%	0%
45%	50%	30%	20%	10%	0%
50%	50%	30%	20%	10%	0%
55%	55%	30%	20%	10%	0%
65%	65%	30%	20%	10%	0%

Sun Set 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.

NB 1: If a claim is made under Section I during the currency of the policy, the No Claim Bonus discount reverts to NIL at the next renewal. Thereafter, NCB, if any earned, will be in terms of the above Table.

NB 2: No Claim Bonus will be allowed provided the Policy is renewed within 90 days of the expiry date of the previous policy.

# **REFUND & CANCELLATION:**

### A. Cancellation due to Total Loss (TL) of the Vehicle

i. Liability premium to be refunded in full for the unexpired period ii. Own Damage (OD) premium to be refunded as per below table

Policy period in which TL has occurred	Refund Rate
Not exceeding 12 months	60% of OD premium
Exceeding 12 months but not exceeding 24 months	30% of OD premium
Exceeding 24 months	0% of OD premium

### **B.** Cancellation by Insurer

The Company may cancel the policy by sending seven days' notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force. Under normal circumstances, Policy will not be cancelled except for reasons of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Insured

#### **C.** Cancellation by Insured

The policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided:

#### i. In case of no Claim

The insured shall be entitled for premium refund at the Company's Short Period Scale provided in table below. Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

Period of cancellation	Premium Retention (%)
Not exceeding 6 months	20%
Exceeding 6 months but not exceeding 9 months	30%
Exceeding 9 months but not exceeding 12 months	40%
Exceeding 12 months but not exceeding 15 months	50%
Exceeding 15 months but not exceeding 18 months	60%
Exceeding 18 months but not exceeding 21 months	70%
Exceeding 21 months but not exceeding 24 months	80%
Exceeding 24 months but not exceeding 27 months	90%
Exceeding 27 months	100%



# ii. If case of partial loss claim

Period of Cancellation	Premium Retention%
Not Exceeding 12 months	50%
Exceeding 12 months but Not Exceeding 24 months	90%
Exceeding 24 months	100%

A policy can be cancelled only after ensuring that the vehicle is insured elsewhere, at least for Liability Only cover and after surrender of the original Certificate of Insurance for cancellation.

### **CLAIM PROCEDURE:**

- Register your claim by calling our 24X7 dedicated call center number +91-22-26748600 or on toll free number 1-800-22-4030 (from MTNL & BSNL Lines) and get your claim number / reference number.
- Our Customer Service Manager will contact you within 24 hours of registering the claim.
- Appointment of Claim Surveyor within one working day
- Repair your vehicle once the survey is completed.
- Submit your claims documents to us and we will make the payment within 5 days of completion of documentation.
- You can track the status of your claim online at our website www.universalsompo.com.

### **CLAIM INTIMATION:**

The Company would not be liable for any claim which is intimated to the company after 30 days of the happening of loss or damage provided that the Company may, in its sole discretion, condone the delay in notification of claim on merit where the delay is proved to be beyond Insured's control, and the insured provides the Company with the reasons for delay in writing.

#### **GREIVANCES:**

In case you are aggrieved in any way, you may register a grievance or Complaint by visiting Our website or write to us on <u>contactus@universalsompo.com</u>.

You may also contact the Branch from where You have bought the Policy or the Complaints Coordinator who can be reached at Our Registered Office.

You may also contact on Our - Toll Free Numbers: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 - 2004030 and also send us fax at: (022) 39171419

You can also visit Our Company website and click under links Grievance Notification

You can also send direct mail to the concerned authorities at - Grievance@universalsompo.com

If the issue still remains unresolved, You may, approach:-

- IRDAI IGMS <u>http://igms.irda.gov.in</u> for grievances redressal
- Insurance Ombudsman for the redressal of Your grievance.

If You are still not satisfied, You can approach the Insurance Ombudsman in the respective area for resolving the issue

The details of Insurance Ombudsman are available below and are also available on <a href="http://www.gbic.co.in">http://www.gbic.co.in</a>



The contact details of the Ombudsman offices are mentioned below:

Office of the Ombudsman	Contact Details	
AHMEDABAD	Office of the Insurance Ombudsman,6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001.Tel nos: 079-25501201/02/05/06 Email: bimalokpal.ahmedabad@gbic.co.in	
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in	
BHUBANESHWAR	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	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	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	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in	
GUWAHATI	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	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	
ERNAKULAM	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	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	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	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	
JAIPUR	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	
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555	



	Email: bimalokpal.pune@gbic.co.in				
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19				
	Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078.				
	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in				
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road,				
	Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250				
	/ 2514252 / 2514253 Email: bimalokpal.noida@gbic.co.in				
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar				
	Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email:				
	bimalokpal.patna@gbic.co.in				

### Contact Us

Universal Sompo General Insurance Co Ltd

Express IT Park, Plot No. EL - 94, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai-400710

Toll Free Numbers: 1-800-224030 (For MTNL/BSNL Users) or 1-800-2004030

Landline Numbers: (022) 27639800 or (022) 39133700 (Local Charges Apply)

E-mail Address: contactus@universalsompo.com.

Fax Numbers: (022) 39171419

Note: Please include Your Policy number for any communication with us.

Disclaimer: Insurance is the subject matter of solicitation. Please read all the Terms & Conditions and Policy Document carefully before purchasing a policy



# ADD-ON COVERS

1) Insurance at Manufacturers Selling Price (Insured's Declared Value ie equal to Manufacturers' Selling Price )

The Sum Insured for the Add On shall be the difference between the IDV and the Manufacturers' Selling Price of the vehicle as supported by the invoice of original purchase issued to you by dealer.

#### **Conditions:**

- 1. The add-on is available subject to the vehicle not being older than 60 months counting from the date of invoice or date of registration of the vehicle, whichever is earlier.
- 2. The add-on is available to all classes of Motor Vehicles

### 2) Depreciation Waiver

In the case of an accident leading to a partial loss,

**Plan a:** there will be No depreciation charged on the cost of the parts to be necessarily replaced. **Plan b:** 75% waiver of currently applicable depreciation for Rubber /Nylon/Plastic parts/Tyres/Tubes /Battery/Air bags/Fibre glass parts.

**Plan c:** 50% waiver of currently applicable depreciation for Rubber /Nylon/Plastic parts/Tyres/Tubes /Battery/Air bags/Fibre glass parts-applicable for vehicles above 5 years of age and not above 7 years.

#### **Conditions:**

- 1. The add on as per Plan a, Plan b is available subject to the vehicle not being older than 60 months counting from the date of invoice or date of registration of the vehicle , whichever is earlier.
- 2. The add on as per Plan c is available for vehicles over 5 year old subject to the vehicle not being older than 84 months counting from the date of invoice or date of registration of the vehicle, whichever is earlier.
- 3. The add on is available to all classes of Motor Vehicles.
- 4. Applicable only for repairs undertaken at designated authorized garages of manufacturers.
- 5. Obsolete vehicles shall not be provided the add on covers .However ,Corporate Office may allow providing the same in exceptional cases by charging a loading of 20%

**Deductible:** Compulsory excess and Voluntary excess shall prevail as per provisions of erstwhile Indian Motor Tariff.

#### 3) Daily Cash Allowance Benefit

We will pay you a Daily Cash Allowance as per the following table in case your vehicle is laid up in an authorized garage/ service station for repairs of accidental damages covered under the Policy and the vehicle is essentially required to be laid up for more than 3 days at the garage. The benefit shall be limited to total 5 of days in excess of the 3 days for accidental damage claims

In case of theft of vehicle the allowance is available upto 10 days with an excess of one day only.

Allowance per day		
IDV	Metros	Non Metro
Upto Rs 5 lacs	750	500
Above Rs 5 lacs but less than Rs 10 lacs	1000	750
Above Rs 10 lacs	1500	1000



# **Conditions:**

- 1. The vehicle is not over 5 years old counting from date of first registration/invoice whichever is earlier.
- 2. The claim for accidental damages is payable under the Policy.
- 3. The benefit ceases the day the vehicle is ready for delivery after covered repairs.
- 4. In case of theft and recovery before expiry of 10 days the benefit shall be payable till the date of such recovery only.

# **Exclusions:**

Benefit for period of delay in taking delivery by the insured.

# **Deductible:**

- (a) 3 days in case of accidental repairs
- (b) 1 day in case of theft of vehicle

# 4) Loss of Driving Licence / Registration Certificate

In the case where the insured suffers a loss of Original Driving License or the Original Registration Certificate, we will provide compensation of upto Rs 500 to obtain a duplicate License or RC.

Conditions: A First Information Report should be filed with Police in respect of such a loss

# 5) Hospital Daily Cash Cover

In event of insured suffering from an accidental injury involving the insured vehicle leading to an hospitalization as an inpatient we will pay an amount of Rs 2000 per day of hospitalization for maximum upto 30 days. The payment shall be made post discharge from the hospital and on submission of documents in support of the hospitalisation.

# **Conditions:**

- 1. The claim for accidental damages to insured vehicle should be payable as per Policy conditions.
- 2. There is an Option to include named family members by payment of additional premium for each member named.
- 3. Family shall mean –self, spouse and upto 2 dependent children.
- 4. Age limit for family members 65 years.
- 5. Condition of contribution shall not be applicable, however expenses claimed under any other policy cannot be again claimed for , only excess expenses(not paid under the other Policy) can be covered herein .

# 6) Accidental Hospitalization Clause for Family

This is a special clause for reimbursement of inpatient hospitalisation expenses incurred for accidental injuries suffered whilst travelling in the insured vehicle only. The cover is available as a single limit for all the named family members.

# **Conditions:**

- 1. The claim for accidental damages to insured vehicle should be payable as per Policy conditions.
- 2. Sum insured will range from Rs 100000 to Rs 500000 in units of Rs 100000.
- 3. Family shall mean -self, spouse and upto 2 dependent children of age not greater than 25 years.
- 4. Age limit for family members 65 years.



5. Condition of Contribution shall not be applicable, however expenses claimed under any other policy cannot be again claimed for, only excess expenses (not paid under the other Policy) can be covered herein. The Payment is irrespective or independent of the liability under the main Motor Package Policy.

# WHAT WE EXCLUDE

- 1) Hospitalisation/Domiciliary Hospitalisation expenses arising from all Diseases/ Injuries which are in Pre-existing Condition. Hospitalization/Domiciliary Hospitalization expense incurred on treatment of the Joint replacement unless need of same arises due to a covered accident
- 2) Injury directly or indirectly caused by or arising from or attributable to war, invasion, act of foreign enemy, war like operation (whether war be declared or not).
- 3) Circumcision unless necessary for the treatment unless required as a result of accidental bodily injury; plastic surgery except those relating to treatment of Injury.
- 4) Cost of spectacles and contact lens or hearing aids.
- 5) Dental treatment or surgery of any kind
- 6) Convalescence, general debility, run down condition or rest cure, congenital external defects or anomalies, intentional self-injury and use of intoxicating drugs/alcohols.
- 7) Expenses on Diagnostic, X-Ray, or Laboratory examinations unless related to the treatment of Injury falling within ambit of Hospitalisation
- 8) Expenses on treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion or complications of any of these, including caesarean section and any infertility, sub fertility or assisted conception treatment.
- 9) Injury or Diseases directly or indirectly caused by or contributed to by nuclear weapons/material.
- 10) Any expense on treatment of Insured Person as outpatient only in a Hospital.
- 11) Any expense on Naturopathy, non-allopathic treatment and/or any treatments not approved by Indian Medical council Any expense related to Injury suffered whilst engaged in adventurous sports.
- 12) External medical equipment of any kind used at home as post hospitalisation care like wheelchairs, crutches, instruments used in treatment of sleep apnoea syndrome (C.P.A.P) or continuous peritoneal ambulatory dialysis (C.P.A.D) and oxygen concentrator for bronchial asthmatic condition, etc.
- 13) War, riots, strike, terrorism acts, nuclear weapon induced treatment.

# 7) Return to Invoice (Insured's Declared Value i.e. equal to On Road Price)

The IDV shall be taken as the On Road Price which is defined as Manufacturers' Selling Price of the vehicle+ Road Tax +Registration Charges as applicable for the class/make model of the vehicle as supported by the invoice of original purchase issued to you by the insured and documents in support of the charges payable under the head Road Tax and Registration Charges.

In event of a claim for your vehicle being a Total Loss /Constructive Total Loss due to an accident or theft during the period of insurance and not being recovered, we will pay the lowest of the On Road Price of the vehicle at the time of original purchase or the IDV as defined above or the current replacement price (on road ) in case exactly the same make / model is available.

**Conditions:** You are the registered owner of the motor vehicle

1. Claim is deemed to be Constructive Total Loss if aggregate cost of repairs and retrieval exceeds 75% of the IDV.



- 2. The add-on is available subject to the **vehicle not being older than 60 months** counting from the date of invoice or the date of registration of the vehicle whichever is earlier.
- 3. The financiers' "No Objection" shall be available for above.
- 4. The Add on shall prevail only if the Total Loss /Constructive Total Loss claim is admissible under the Policy.
- 5. Not available for Imported vehicles ie fully built up units imported from overseas.
- 6. The new vehicle should be insured with USGIC

**Specific Exclusions:** No coverage under this add on is available if stolen vehicle is recovered within 90 days of theft

- 1. Cost of accessories (electrical/ electronic /non electrical) installed by You and or installed bi fuel kits not insured at inception of the policy.
- 2. This shall not include any facilitation charges paid to any intermediary/ dealer for getting the vehicle registered.
- 3. Models declared obsolete (out of production) shall not be provided the Add on.

# 8) Key Replacement Clause

Covers the (a) cost (locksmith cost) to replace the locks and keys if the vehicle is broken into or stolen and recovered (b)the labour charge for opening the car if you have lost the keys or (c) cost of the replacing your car keys which are stolen or lost.

# **Conditions:**

- 1. Sum Insured choices Rs. 25,000/- and Rs 50,000(cost of procuring new set lock and key from manufacturers only) for cars with IDV UPTO Rs 5 lacs and more than Rs 5 lacs respectively.
- 2. Subject to submission of bills of services rendered.
- 3. A Police report filed after a break in is a must to support your contention/claim under this section should be immediately filed s is essential for case of break in.
- 4. For the claims on account of loss of keys/ locked out , you have to necessarily call our call centre and lodge the claim immediately giving full details .The duly completed claim form should be submitted within 5 working days from the date of the call.

# Excess

- 1. Rs 250 for opening the car if you are Locked out.
- 2. Excess of 25% for replacement of keys sourced from manufacturer only for Protection against possibility of Break in

S. No.	Scope of Service	Call Coordination/ Access	Cost to customer	Additional Chargeable to the customer if applicable
1.	<b>Emergency Towing Assistance</b>	(Break-down)		
	In the event if the insured	Included	Towing	Additional will be charged
	vehicle breaks down and		Free	@ Rs.25 per KM. In case

# 9) Road side Assistance Cover



	becomes immobilized while on the road, we will arrange assistance in making		up to 50 KMs	Flat Bed Truck is used, Rs.80/- per Km will be charged
	arrangement for the vehicle to be towed to the nearest			8
	authorized /designated garage if immediate repair on the spot is not possible.			
2.		(Accident)		
	In the event of insured vehicle meets with an accident and is immobilized while on the road, we will arrange assistance for the user by arranging for the vehicle towing service to tow the vehicle to the nearest	Included	Towing Free up to 50 KMs	Additional will be charged @ Rs.25 per KM. In case Flat Bed Truck is used, Rs.80/- per Km will be charged
	authorized / designated garage			
	of repairs.			
3.	<u> </u>	attery Failures )		
4.	In the event of insured vehicle breaks down due to any mechanical / electrical fault and immediate repair on the spot is deemed possible, we will arrange for assistance for the user by arranging for a vehicle technician to reach the breakdown location. <b>Flat Tyre Service (puncture)</b> In the event of insured vehicle being immobilized due to flat tyre (puncture), we will arrange	Included	Included	Free within distance covered in our scope of services across India Free within distance covered in our scope of services across India.
5.	for assistance by organizing for a vehicle technician to replace the flat tyre with a spare Stepney tyre at the location of breakdown. Emergency Fuel Delivery			
	In the event of insured vehicle running out of fuel, we will arrange for assistance for the user by organizing for a vehicle technician to supply emergency fuel (up to 5 litres on chargeable basis) at the location of breakdown.	Included	up to 5 litres on chargeable basis	NIL
6.	<i>.</i>			
	In the event the insured car is immobilized due to	Included	Included	Free upto distance covered in our scope of



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# GENERAL EXCLUSIONS TO SERVICE COVERAGE

- a) Any vehicle which has not been maintained regularly as per manufacturer guidelines and thus is not in roadworthy condition.
- b) In any case, if the client / beneficiary refuses to pay for the services offered on chargeable basis, the vehicle will be disqualified or will not be eligible for the service for minimum one year.



- c) Any event when the driver of the vehicle is found to be in any of the situations that are indicated below:
  - 1) The state of intoxication or under the influence of alcohol, drugs, toxins or narcotics not medically prescribed.
  - 2) Lack of permission or corresponding license for the category of the Covered Vehicle or violation of the sanction of cancellation or withdrawal of them.
- d) Any event where breakdown is caused by deliberately inflicted damage, vandalism or participation in a criminal act or offence.
- e) Any customer history where customer has twice on prior occasions misused or abused the services.
- f) Those accidents resulting from the illegitimate removal of the Covered Vehicle.
- g) Those accidents or breakdowns that are produced when the Customer or the authorized driver have infringed upon the regulatory ordinances as far as the requisites and number of persons transported, weight and means of things that can be transported or the form of handling them as long as the infraction has been the determining cause of the accident or the causal event of the incident.
- h) Any vehicle involved in or liable to be involved in legal case prior to or post immobilization.
- i) Those happening while the vehicle lacks documentation or requisites (including the Technical Inspection of the Vehicles and Obligatory Insurance) legally necessary to ply on public roads in the country where the Covered Vehicle is found.
- j) Those caused by fuels, mineral essences, and other inflammable, explosive or toxic materials transported in the Covered Vehicle.
- k) Any public vehicle like ambulances, taxis, police vehicles and/or fire brigade vehicles and any other vehicle not used for private use are excluded of all the services coverage under these general conditions.
- 1) Luggage that is not sufficiently wrapped or identified, fragile luggage or perishable products, and any commercial goods carried in the Covered Vehicle.
- m) Assistance to occupants of the Covered Vehicle different to those defined as beneficiaries.
- n) Any animals carried in the Covered Vehicle.
- o) The following vehicles are not covered:
  - 1) Those used for hire or reward, except if expressly included above.
  - 2) Those used for the transportation of goods.
  - 3) Those with more or less than 4 wheels.
  - 4) Those not powered exclusively by an internal combustion engine.
  - 5) Those with an authorized maximum weight exceeding 3,500 Kg.
  - 6) Those with dimensions greater than:
    - a. 2.5 meters in height.
    - b. meters in width.
    - c. 5.1 meters in length.
- p) Events not covered under the program :
  - 1) Boot cannot be opened
  - 2) Non-functional horn. If the horn is activated incessantly, the Services will be provided
  - 3) Faulty fuel gauge
  - 4) Non-functional Speedometer
  - 5) Non-functional sunroof operation
  - 6) Non-functional Air-conditioning.
  - 7) Non-functional demisters
  - 8) Vehicle headlights not functional during day time.
  - 9) Non-functional Seat adjustor but the vehicle can be driven safely
  - 10) Illumination warning lamp of ABS, airbag warning or traction control or any such non-safety related lights/service warnings lights which do not render the vehicle immobilized.



- 11) In the event of passenger doors not opening or seatbelts not functioning and there are no passengers except the driver
- 12) Damaged door glasses or non-functional windows when there are no security or weather risks.
- 13) Broken rear-view mirror not obstructing driver's view.
- 14) Damaged or faulty fuel cap but vehicle has sufficient fuel to reach the nearest authorized dealer.
- 15) Windscreen wipers turning faulty in fair weather or vehicle running our of windscreen wiper fluid.
- 16) Electronic Vehicle security system are faulty but do not render it immobilized and the alarm is not hooting continuously

The problems / situations mentioned above shall not immobilize the vehicle. It is important to consider that such a program is designed for emergencies. However, as it is our endeavor to provide best customer support our ACs are trained to assess situation. In any such case if an AC feels that customer's safety might be at risk or he may be in adverse situation, he shall activate assistance as a goodwill measure

### 10) Additional Expense Coverage Clause (Emergency Hotel or Transportation Expenses)

We shall reimburse you the cost of expenses incurred for accommodation for overnight stay and /or those for travel to your place of residence or nearest city on your itenary, necessarily incurred in the event of your vehicle meeting with an accident en route and it is impossible to drive the insured vehicle due to an accident and the vehicle had to be towed or if the vehicle is stolen, subject to your being over 100 miles away with the vehicle from your address. The reimbursement under the 2 heads shall be subject to limits of Rs 2500 each person with Rs 5000 per such accident limit and an aggregate of Rs 10,000 in a policy period in event of more than one accident /theft claim.

#### **Conditions:**

Benefit payable only if the claim for accidental damages or theft claim is payable under the Policy.

#### **11) Loss of Personal Belongings Clause:**

Covers loss of personal belongings viz baggage, clothes, bag etc belonging to you and your dependant family members from the car by breaking into the locked car by visible means or by any peril as insured under the Motor Vehicle Policy.

#### **Conditions:**

- 1. Coverage of Rs10,000.
- 2. FIR shall be an essential requirement for break in / theft from vehicle cases.
- 3. Family shall mean your dependants limited to spouse and children.
- 4. The loss should be intimated immediately to our call centre immediately and duly completed claim form for the loss be submitted 5 days from the date of the call.

#### Exclusions;

- 1. Mobiles, laptops.
- 2. Money/cheques/bank drafts/credit/debit cards.
- 3. Watches, Jewellery, travel tickets, manuscripts, paintings and similar items.
- 4. Samples

Excess-Rs 500 each claim



# 12) Hydrostatic Lock Cover

In consideration of the payment of an additional premium mentioned in the policy schedule it is hereby understood and agreed that the Company agrees to pay for losses arising out of repair or replacement of engine parts of the Insured vehicle due to Hydrostatic Lock and ingression of water in the engine.

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

### **Special Conditions applicable**

- a) The insured should be the First Registered Owner and vehicle not more than (5) years from the date of start of cover.
- b) Repair or replacement in our Authorised Garages across India.
- c) The insured vehicle should be used only for Private Purpose (as per the terms and conditions of the policy schedule) and in case of Transfer of ownership, cover will cease.
- d) The following cover would be subject to an 'admissible claim' in Section I (with immediate intimation for retrieval of vehicle from water-logged area).
- e) In case of replacement of engine, submission of Invoice within 15 days of date of loss for Endorsement in the Policy.

### 13) Cost of Consumables:

In consideration of the payment of an additional premium for the named add on cover, it is hereby understood and agreed that the company hereby extends the Policy to cover expenses incurred by the Insured towards replacement of consumable items, in the event of damage to the Insured vehicle and/or to its insured accessories, arising out of any peril as covered under Section 1 of the Policy.

For the purpose of this endorsement, Consumable items refer to those articles or substances which have specific uses and when applied to their respective uses are either consumed totally or are rendered unfit for continuous and permanent use.

Such consumable Items may include but are not limited to nut, bolt, screw, washers, grease, coolants, lubricants, engine & other oils, clips, ac gas, bearings, battery water, filters, sealants, gaskets, tyres. However fuel is excluded under the Policy coverage.

#### **Special Conditions:**

- a) The vehicle is not older than 5 years counted from date of first registration.
- b) Claim under this section is payable only if the Claim under Section 1 of the policy is admissible and payable.
- c) The coverage is restricted to 1% of the IDV or 5% of total claim amount whichever is less.
- d) The consumables not associated with admissible Own Damage under Section 1 of the policy shall not be covered.
- e) We will entertain coverage of Consumables in **only one claim during the policy period** Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

# 14) Secure Towing (Higher Towing and removal Costs)

In consideration of the payment of additional premium for this add on cover it is hereby understood & agreed that for the purpose of this policy, in the event of the vehicle being disabled by reason of loss or damage covered under this policy and not being able to move on its own power, the Insurer will



bear the reasonable cost of removal (over and above the limits as provided by the India Motor Tariff) to the nearest repairer and re-delivery to the Insured up to the amounts as mentioned below in respect of any one accident as per below limits:

Private Car – Up to Rs 15,000/-

# **Special Conditions**

- 1. The vehicle is not older than 5 years counted from date of first registration.
- 2. The approval of insurer has to be taken prior to undertaking such towing and availing benefits under this coverage.

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

# 15) Engine Protector Motor OD Add On

In consideration of the payment of additional premium for this add on cover it is hereby understood & agreed to indemnify the Insured for expenses incurred in repair or replacement due to consequential damages arising out of :-

- a. Water ingression due to flood/inundation,
- b. Leakage of lubricating oil leading to loss or damage to Engine Parts, Differential Parts, Gear Box Parts of the Insured's vehicle due to external accidental means.

Provided always that:

- 1. For the purpose of this add-on, 'Consequential Damage' would mean "the damage more specifically expressed hereinabove caused to an insured vehicle not arising directly from an insured peril but as a direct consequence to the same".
- 2. Engine Parts, would mean all internal lubricated parts of the engine including pistons, pins and piston rings, camshaft, followers, camshaft bearings, connecting rods and connecting bearings, crankshaft and main bearings, eccentric shaft, engine head and engine block, flywheel and flywheel ring gear, oil pumps, oil strainer, push rods, valves, springs, guides, seats, and lifters, rocker arms, shafts, and bushings, timing covers, timing gears, chain, belt tensioners, retainers, vacuum pump, valve covers, and water pumps, fuel injection pump (for diesel engines only) and fuel heater (for diesel engines only) and Cylinder head.
- 3. **Differential Parts**, would mean all internally lubricated parts contained within the differential housing including axle shafts, constant velocity joints, bearings, final drive housing, four wheel drive hubs and bearings, retainers, transaxle housing and universal joints, drive shafts, hub bearings and supports.
- 4. Gear Box Parts, would mean, Automatic Transmission internal parts: Planetary Gear Sets (Clutch Packs, One way clutch & Bands), Hydraulic System (Oil Pump & Valve Body), Seals & Gaskets, Torque Converter, Governor, Modulator & Throttle Cable, Transmission Fluid, Transmission Oil Pan, Transmission Case. Manual Transmission Internal Parts: Counter Shaft, Main Shaft, Gears, Bearings, Oil seals & Gaskets, Gear Oil, Gear Box Casing.
- 5. Labour cost incurred by insured to overhaul the damaged engine and gear box.
- 6. In case of an accident, payment under this add-on would be made only when there is evidence of under carriage damage to Engine Parts and/or Gear Box Parts and/or Differential Parts leading to oil leakage and resulting into damage to covered parts as mentioned above. The Loss or damage is not payable under Motor Insurance Policy.
- 7. This cover is available only for New vehicles and vehicles up to 7 years old that are currently being manufactured and are not obsolete.



# Exclusions

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

- 1. Losses covered under any other insurance of any nature or manufacturer's warranty or recall campaign at the time of happening of any loss or damage.
- 2. Losses including corrosion of engine due to delay in intimation to the Company and/ or retrieval of the insured vehicle from the water logged area and/or repair of the vehicle.
- 3. Claims where the repair has been carried out without prior approval of the Company.
- 4. Depreciation of the replaced parts.
- 5. Losses caused by any faults or defects existing at the time of inception of the Policy within the knowledge of the insured.
- 6. Delay of more than seventy two hours, in delivering the insured vehicle to the workshop from the time of occurrence of accidental damage or loss, unless the event is declared as catastrophic and removal of the vehicle from the spot of accident is not possible immediately.
- 7. Break down of any other assembly(s) in the insured vehicle, as the consequence of the cover mentioned above.
- 8. Any claim which is intimated to the Company after 30 days of the happening of loss or damage provided that the Company may, in its sole discretion, condone the delay in notification of claim on merit if the insured provides the Company with the reasons for delay in writing.
- 9. Any claims related to loss or damage due to wear and tear.

# Conditions

- 1. The first two claims under the Add-On shall be payable.
- 2. Liability shall be subject to the final assessment of loss after consideration of the terms and conditions of the Policy and other Add-Ons opted.
- 3. Loss due to leakage of lubricating oil shall be considered, provided there are visible evidences of external accidental damage/damages to the engine or respective assembly.

# 16) NCB Protector Motor OD Add On

Notwithstanding anything to the contrary contained in the Policy and in consideration of the payment of an additional premium by the Insured, it is hereby agreed and declared that the Insured will be entitled to No Claims Bonus as per the Table, under Section I - "Loss or Damage to the Vehicles Insured" of the Motor Private Car Insurance Policy.

NCB Protector Motor Add On can be sold with its existing product, Motor Private Car Insurance Policy.

This add-on cover protects the NCB discount which the policyholder is eligible upon renewal for the next policy year, otherwise which would be lost, in the event of claim/s made in the policy year. Hence, if this cover is purchased then even if the claim/s is/are availed during the policy year, the policy year will be treated as a claim free year; provided that the number of claims availed in the year are not more than two.

Thus, if any claim/s has been filed or availed in the current policy year then the policyholder will still be eligible to receive the NCB discount on the renewal of the current policy provided:

• The NCB Protector Add-on cover was opted for in the current policy year along with the base Motor OD cover



- Not more than 2 claims have been filed in the previous policy year
- NCB discount would be available only if the policy is renewed with the company
- NCB will be protected only if the policy is renewed within 90 days of the expiry of the previous policy.

### **Exceptions:**

- 1. NCB is wrongly claimed in a policy Insured not eligible for NCB
- 2. Any OD Claim fraudulently made
- 3. Any misrepresentation/concealment of facts resulting in a claim or leakage of premium

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