

# Policy Wording: Smart Drive Private Car Stand-Alone Own Damage Insurance

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 Bharti AXA General insurance Co. Ltd. (hereinafter 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.

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AGE OF VEHICLE	% OF DEPRECIATION		
Not exceeding 6 months	Nil		
Exceeding 6 months but not exceeding 1 year	5%		
Exceeding 1 year but not exceeding 2 years	10%		
Exceeding 2 years but not exceeding 3 years	15%		
Exceeding 3 years but not exceeding 4 years	25%		
Exceeding 4 years but not exceeding 5 years	35%		
Exceeding 5 year 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 the 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 and
- c. 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 redelivery to the Insured but not exceeding in all Rs. 1500/- in respect of any one accident.

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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.500/-;
- b. The Company is furnished forthwith with 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 Insured Vehicle 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 Company and the Insured.

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IDV shall be treated as the 'Market Value' throughout the Insured Vehicle 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.

### **GENERAL EXCEPTIONS**

The Company shall not be liable under this Policy in respect of

- 1. Any accidental loss or damage caused sustained or incurred outside the geographical area;
- 2. Any claim arising out of any contractual liability;
- 3. Any accidental loss or damage 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.

- a. Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
- b. 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 directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 6. Any accidental loss damage 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

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any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

#### **DEDUCTIBLE**

The Company shall not be liable for each and every claim under Section - 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.

Wherever details pertaining to any incident which results in a claim, are conveyed by the Insured to the insurer after reasonable period, Insured shall provide the reasons of such delay to the insurer and insurer may on analysis of reasons provided by Insured, condone the delay in intimation of claim or delay in providing the required information/documents to the insurer.

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- 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.
- 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 noticed 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 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

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premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons).

- 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 fulfilment 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

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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.

### 10. NO CLAIM BONUS:

No Claim Bonus, wherever applicable, will be as per the following table.

ALL TYPES OF VEHICLES	% OF 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%

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**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.

NCB will only be allowed provided the policy is renewed within 90 days of the expiry date of the previous policy.

APPLICABLE ENDORSEMENTS (IMT) OPTED BY THE POLICYHOLDER AS STATED IN SCHEDULE WILL FORM PART OF THIS SECTION:

### **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 \*

Tariff

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle Insured in respect of 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.

**NOTE**: - Insert Nepal/ Sri Lanka/ Maldives/ Bhutan/ Pakistan/Bangladesh as the case may be.

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# IMT 3. TRANSFER OF INTEREST

It is hereby understood and agreed that as from// the interest in the Policy is transferred to
and vested inof 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 OF 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.	No.	Make	Туре	of	C. C.	Year of	Seating	IDV
	Engine/		Body			Manufacture	Capacity	
	Chassis						including	
	No.						Driver	

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.

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# **IMT 5. HIRE PURCHASE AGREEMENT**

It is hereby understood and agreed that ............ (hereinafter referred to as the Owners) are the Owners of the vehicle Insured and that the vehicle Insured is subject of an 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 respect of such loss or damage to the 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 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 ..................... (hereinafter referred to as the Lessors) are the Owners of the vehicle Insured and that the 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 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 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

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Insured namely ...... 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.

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 vehicle Insured is pledged to / hypothecated with ...... (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 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 vehicle Insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

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 .....\*\* a discount in premium of Rs. .........\* is allowed to the Insured hereunder from ..../.....

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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.

- \* For full Insured Vehicle, the full tariff discount to be inserted. For mid-term membership, pro-rata proportion of the tariff discount for the unexpired Insured Vehicle is to be inserted.
- \*\* Insert name of the concerned Automobile Association.

# IMT 10. INSTALLATION OF ANTI-THEFT DEVICE

In consideration of certification by ......\* that an Anti-Theft device approved by Automobile Research Association of India (ARAI), Pune has been installed in the vehicle Insured herein a premium discount of Rs.....\*\* is hereby allowed to the Insured.

It is hereby understood and agreed that the Insured shall ensure at all times that this Antitheft device installed in the 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.

- \*The name of the certifying Automobile Association is to be inserted.
- \*\* Premium discount calculated as per tariff provision is to be inserted. For mid-term certification of installation of Anti-Theft device pro-rata proportion of tariff discount for the unexpired period is to be inserted.

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

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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 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.

Policy Wording - Smart Drive Private Car Stand-Alone Own Damage Insurance UIN of Product: IRDAN139RP0001V01201920 CIN: U66030KA2007PLC043362

Corporate Office: Bharti AXA General Insurance Co. Ltd., 19<sup>th</sup> Floor, Parinee Crescenzo, 'G' block, Bandra Kurla Complex, Opposite MCA Club, Bandra East, Mumbai-400051

Registered office address: 43, 1st floor, Hosto Centre, Opp. Imperial Hotel, Millers Road, Vasanth Nagar, Bangalore, Karnataka 560052 www.bharti-axagi.co.in

IRDAI Reg No: 139.

Toll Free Number: 1800 103 2292



\* Insert 'Condition 3' in the case of the Private Car and Motorsied Two Wheeler Policies and 'Condition 4' in the case of Commercial Vehicles 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 Rs....\* (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 no ...\*\* 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 vehicle Insured in respect of which indemnity is provided under this Policy.

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

- \* (i) to insert amount as appropriate to the class of vehicle Insured as per GR.40 of the tariff.
  - (ii) in respect of a vehicle rated under the Tariff for Private Car and in respect of a motorised two wheeler not carrying passengers for hire or reward, if any deductible in addition to the compulsory deductible provided in this endorsement is voluntarily borne by the Insured, the sum representing the aggregate of the compulsory and the voluntary deductibles is to be inserted.
- \*\* to insert Condition no 3 in respect of a vehicle rated under Tariff for Private Car / Two wheelers or Condition no 4 in respect of a vehicle rated under the Tariff for Commercial Vehicles

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

It is by declared and agreed that the Insured having opted a voluntary deductible of Rs. .....\* a reduction in premium of Rs. ......\*\* under Section 1 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 Rs......\*\*\* (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 no ....# 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 vehicle Insured in respect of which indemnity is provided under this Policy.

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

- \* To insert voluntary deductible amount opted by the Insured under tariff for Private Car / tariff for motorised two wheeler.
- \*\* To insert appropriate amount relating to the voluntary deductible opted as per the provision of tariff for Private car / tariff for motorised two wheelers.
- \*\*\* To insert aggregate amount of voluntary deductible opted and the compulsory deductible applicable to the vehicle Insured as in G.R. 40.

# To insert Policy condition No. 3 of the tariff for private car / tariff for motorised two wheelers.

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

(Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle – Package Policy only)

In consideration of the payment of additional premium of Rs......, 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 vehicle Insured where such loss or damage is occasioned by any of the perils mentioned in Section.1 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 conditions limitations and exceptions 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 Rs......\* 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 Section 1 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.

Policy Wording - Smart Drive Private Car Stand-Alone Own Damage Insurance UIN of Product: IRDAN139RP0001V01201920 CIN: U66030KA2007PLC043362

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Toll Free Number: 1800 103 2292



## **CUSTOMER CARE CELL**

Bharti AXA General Insurance Company Limited
Spectrum Towers, 3rd floor, Malad Link Road, Malad (West), Mumbai- 400064

Toll Free Number: 1800 103 2292

Email ID: customer.service@bhartiaxa.com

### **CLAIMS MULTI MEDIA MODEL**

It is the endeavour of Company to give multiple options to the Insured Person/Insured Person's representative to intimate the claim to the Company.

The intimation can be given in following ways:

- a. Toll Free call Centre of the Insurance Company(24x7) 1800-103-2292
- b. Login to the website of the Insurance Company and intimate the claim <a href="http://www.bharti-axagi.co.in/contact-us">http://www.bharti-axagi.co.in/contact-us</a>
- c. Send an email to the Company- customer.service@bhartiaxa.com
- d. Post/courier to Company Claims, Bharti AXA General Insurance Company Limited spectrum Tower, 3rd flr, Chincholi Bunder Rd, Rajan Pada, Mindspace, Malad West, Mumbai, Maharashtra 400064
- e. Directly contact our Company office but in writing. Bharti AXA General Insurance Company Limited, 19th Floor, Parinee Crescenzo, G-Block, Bandra Kurla Complex, Opposite MCA Club, Bandra (E), Mumbai 400051

In all the above, the intimations are directed to a central team for prompt and immediate action.

#### **CLAIM PROCEDURE**

The Claimant will need to furnish the following details/documents to the satisfaction of the Company:

- a. Completed and signed claim form
- b. First Information Report (FIR) and Final Police Inquest Report (FPIR)
- c. Valid identification and address proof of the Insured/Nominee/Legal Heir

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d. Any other documents or information as may be required by the Company

# **GRIEVANCES REDRESSAL PROCEDURE:**

The Company is committed to extend the best possible services to its customers. However, If Policyholder/Insured Person have a grievance that he/she wish us to redress, he/she may contact the Company with the details of their grievance via:

• Website: www.bharti-axagi.co.in

• Email: customer.service@bhartiaxa.com

Phone: 18001032292

• Courier: Any of the Company's Branch office or corporate office

Policyholder/Insured/ Insured Person may also approach the grievance cell at any of the Company's branches with the details of the grievance during working hours from Monday to Friday.

### **Escalation Level 1**

In case the Policyholder/Insured/Insured Person has not got his/her grievances redressed through one of the above methods (After 5 days of intimating of your complaint), Policyholder/ Insured/ Person may contact the National Grievance Redressal Officer at:

Write to: Bharti AXA General Insurance, Spectrum Towers, 3rd floor, Malad Link Road,

Malad (west), Mumbai- 400064

Call: 022-48815939

Email: NGRO@bhartiaxa.com

3rd floor, Spectrum Tower, Rajan Pada Mindspace, Malad (W), Mumbai - 400 064

# **Escalation Level 2**

Policy Wording - Smart Drive Private Car Stand-Alone Own Damage Insurance UIN of Product: IRDAN139RP0001V01201920

CIN: U66030KA2007PLC043362

Corporate Office : Bharti AXA General Insurance Co. Ltd., 19<sup>th</sup> Floor, Parinee Crescenzo, 'G' block, Bandra Kurla Complex, Opposite MCA Club, Bandra East, Mumbai-400051

Registered office address: 43, 1st floor, Hosto Centre, Opp. Imperial Hotel, Millers Road, Vasanth Nagar, Bangalore, Karnataka 560052 www.bharti-axagi.co.in

IRDAI Reg No: 139.

Toll Free Number: 1800 103 2292



In case the Policyholder/ Insured/Insured Person has not got his/her grievances redressed through any of the above methods (After 5 days of approaching National Grievance Redressal Officer), Policyholder/ Insured/ Insured Person may contact the Chief Grievance Redressal Officer at:

Email: CGRO@bhartiaxa.com

## **Escalation Level 3**

In case the Policyholder/Insured/Insured Person has not got his/her grievances redressed by the Company within 14 days, or, If Policyholder/Insured/Insured Person is not satisfied with Company's redressal of the grievance through one of the above methods, Policyholder/Insured/ Insured Person may approach the nearest Insurance Ombudsman for resolution of their grievance. The contact details of Ombudsman offices are mentioned below. Policy holder may also obtain copy of IRDAI circular Ref No. F. No. IRDAI/Reg/8/145/2017, notification on Insurance Regulatory and Development Authority (Protection of Policy holders' interests) Regulations, 2017 from any of our offices.

# GRIEVANCE REDRESSAL CELL OF THE CONSUMER AFFAIRS DEPARTMENT OF IRDAI

The Insurance Company should resolve the complaint within a reasonable time. In case if it is not resolved within 15 days or if the Insured/Insured Person is unhappy with their resolution you can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI.

- Website: igms.irda.gov.in
- Email: complaints@irda.gov.in
- Toll Free Number 155255 (or) 1800 4254 732

Fill and send the Complaint Registration Form along with any letter or enclosures, if felt necessary, by post or courier to:

General Manager

Consumer Affairs Department- Grievance Redressal Cell,

Insurance Regulatory and Development Authority of India(IRDAI),

Sy.No.115/1, Financial District, Nanakramguda,

Gachibowli, Hyderabad-500032

The Compliant Registration Form is available for download at http://www.Policyholder.gov.in/uploads/CEDocuments/complaintform.pdf

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# **LIST OF INSURANCE OMBUDSMEN:**

# Office Details

# AHMEDABAD - Shri/Smt......

Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001.

Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in

# BENGALURU - Smt. Neerja Shah

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@ecoi.co.in

# **BHOPAL - Shri Guru Saran Shrivastava**

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@ecoi.co.in

# BHUBANESHWAR - Shri/Smt......

Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009.

Tel.: 0674 - 2596461 /2596455

# Policy Wording - Smart Drive Private Car Stand-Alone Own Damage Insurance UIN of Product: IRDAN139RP0001V01201920 CIN: U66030KA2007PLC043362

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IRDAI Reg No: 139.

Toll Free Number: 1800 103 2292



Fax: 0674 - 2596429

Email: bimalokpal.bhubaneswar@ecoi.co.in

### CHANDIGARH - Dr. Dinesh Kumar Verma

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@ecoi.co.in

#### CHENNAI - Shri M. Vasantha Krishna

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@ecoi.co.in

# DELHI - Shri/Smt......

Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.

Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in

# **GUWAHATI - Shri Kiriti .B. Saha**

Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor,

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IRDAI Reg No: 139.

Toll Free Number: 1800 103 2292



Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205

Email: bimalokpal.guwahati@ecoi.co.in

# **HYDERABAD - Shri I. Suresh Babu**

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 - 67504123 / 23312122 Fax: 040 - 23376599

Email: bimalokpal.hyderabad@ecoi.co.in

# JAIPUR - Smt. Sandhya Baliga

Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.

Tel.: 0141 - 2740363

Email: Bimalokpal.jaipur@ecoi.co.in

# **ERNAKULAM - Ms. Poonam Bodra**

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@ecoi.co.in

**KOLKATA - Shri/Smt.....** 

# Policy Wording - Smart Drive Private Car Stand-Alone Own Damage Insurance UIN of Product: IRDAN139RP0001V01201920 CIN: U66030KA2007PLC043362

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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@ecoi.co.in

# LUCKNOW -Shri/Smt......

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@ecoi.co.in

# **MUMBAI - Shri Milind A. Kharat**

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@ecoi.co.in

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# NOIDA - Shri/Smt......

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@ecoi.co.in

# PATNA - Shri/Smt......

Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952

Email: bimalokpal.patna@ecoi.co.in

# PUNE - Shri/Smt......

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@ecoi.co.in

**Note**: Address and contact number of Governing Body of Insurance Council: Secretary General - Governing Body of Insurance Council Jeevan Seva Annexe,

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3rd Floor, S.V. Road, Santacruz (W),

Mumbai - 400 054

Tel. No.: 022 - 2610 6889, 26106245, Fax No.: 022 - 26106949, 2610 6052,

E-mail ID: inscoun@vsnl.net

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

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