



## Policy Wordings

### Private Car Package Policy-3 Years

UIN : IRDAN150RPMT0007V02202425

### Policy Wordings

#### Private Car Package Policy-3 years

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 Liberty General Insurance Ltd. (hereinafter referred to as “the Company”) for insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accident loss or damage occurring during the Period of Insurance. The Policy is applicable for New Vehicle only.

NOW THIS POLICY WITNESSETH:

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

#### **SECTION I: LOSS OF OR DAMAGE TO THE VEHICLE INSURED**

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

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

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

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

<b>AGE OF VEHICLE</b>	<b>% OF DEPRECIATION</b>
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%

**Rate of depreciation for painting:**

In case of painting, the depreciation rate of 50% shall be applied only on material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered at 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 insured is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement.
- (c) Loss of or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time; and
- (d) Any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and of redelivery to the Insured but not exceeding in all Rs.1500/- in respect of any one accident.

The insured may authorise 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 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 policy period for the insured vehicle.

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

The schedule of 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**

<b>AGE OF THE VEHICLE</b>	<b>% OF DEPRECIATION FOR FIXING IDV</b>
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 shall be treated as the 'Market Value' for each policy year within the policy period without any further depreciation for the purpose of Total Loss (**TL**) / Constructive Total Loss (**CTL**) claims.

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

***Salvage Value – the amount that is assessed as value fetched from Open market for the damaged vehicle. This amount shall be deducted from the claim amount in case of Total Loss or Constructive total Loss.***

#### ***No Claim Bonus:***

An insured becomes entitled to No claim Bonus (NCB) only at the renewal of a policy after the expiry of the full duration of policy period (36 months). NCB of existing one year policy is transferrable to this long term policy.

In case of renewal of package insurance policy from long term (3 year) to annual (1 year) with LGI, NCB eligibility & applicable slab shall be determined as per the GR-27 of the erstwhile India Motor Tariff i.e. based on the number of consecutive claim free years in the immediately preceding the date of renewal.

## **SECTION II - LIABILITY TO THIRD PARTIES**

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

- i) death of or bodily injury to any person including occupants carried in the insured vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured,
- ii) damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.

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

#### **AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

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

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

#### **APPLICATION OF LIMITS OF INDEMNITY**

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

### **SECTION III – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER**

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

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

Provided always that

- A. the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of Rs. 15 lakh 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 (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- C. Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

#### **This cover is subject to**

- (a) the owner-driver is the registered owner of the vehicle insured herein;
- (b) the owner-driver is the insured named in this Policy.
- (c) the owner-driver holds an effective driving 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 in respect of:

1. any accidental loss damage and/or liability caused sustained or incurred outside the Geographical Area.
2. any claim arising out of any contractual liability.

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

### **DEDUCTIBLE**

The Company shall not be liable for each and every claim under Section -1 (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the Schedule. Additional deductible: Rs.2500/- or 10% of the claim value whichever is higher for 6th or subsequent admissible claims during the policy period

### **CONDITIONS**

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

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution inquest or fatal injury in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy

the insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.

2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
  - (a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
  - (b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
4. The Insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

**5. *Cancellation:***

- a) The Insured may request the Company for cancellation of the policy at any time during the Policy term without giving any reason for cancellation.
- b) The Company can cancel the policy on the grounds of established fraud 'ab-initio' with forfeiture of premium and non-consideration of claim, if any, by giving minimum notice of 7 days to the Insured at Insured's communication address.
- c) Motor Third Party Liability cover or any other compulsory insurance mandated by law Can only be cancelled in case of double insurance or Total loss or Constructive Total Loss of Insured Vehicle.
- d) The Company shall –
  - i) refund proportion premium for unexpired policy period subject to no claim reported during the policy period.
  - ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.
  - iii) refund premium by retaining the minimum 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 rateable proportion of any compensation, cost or expense.
7. The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. (This clause is not applicable to retail customers)

You are requested to go through the Arbitration Agreement proposed by the Company which is available on the Company website [www.libertyinsurance.in](http://www.libertyinsurance.in). In case you do not agree with the proposed Arbitration Agreement you are requested to kindly inform the same to the Company by writing to [care@libertyinsurance.in](mailto:care@libertyinsurance.in) for further discussion and agreement.

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

### **Endorsement Wordings**

#### **1. (IMT. 1) EXTENSION OF GEOGRAPHICAL AREA**

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

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured / injury to its occupants / third party liability 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.

## **2. (IMT. 2) AGREED VALUE CLAUSE (APPLICABLE ONLY TO VINTAGE CARS)**

It is hereby declared and agreed that in case of TOTAL LOSS/CONSTRUCTIVE TOTAL LOSS of the Vintage Car insured hereunder due to a peril insured against, the amount payable will be the Insured's Declared Value (IDV) of the vehicle as mentioned in the Policy **without deduction of any depreciation.**

It is further declared and agreed that in case of partial loss to the vehicle, depreciation on parts replaced will be as stated in Section I of the Policy.

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

## **3. (IMT. 3) TRANSFER OF INTEREST**

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

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

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

## **4. (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.	Engine/ Chassis No.	Make	Type of Body	C.C.	Year of Manufacture	Seating Capacity including Driver	IDV

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.

## **5. (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.

## **6. (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 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.

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.

#### **7. (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.

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

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

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

#### **8. (IMT. 8) DISCOUNT FOR MEMBERSHIP OF RECOGNISED AUTOMOBILE ASSOCIATIONS (PRIVATE CARS AND MOTORISED TWO WHEELERS ONLY)**

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 ..../..../.....

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 policy period, the full discount as per erstwhile India Motor Tariff to be inserted. For mid-term membership, prorata proportion of the discount for the unexpired policy period is to be inserted.

\*\* Insert name of the concerned Automobile Association.

#### **9. (IMT. 9) DISCOUNT ON VINTAGE CARS (APPLICABLE TO PRIVATE CARS ONLY)**

It is hereby understood and agreed that in consideration of the insured car having been certified as a **Vintage Car** by the **Vintage and Classic Car Club of India**, a discount of Rs. .....\* is allowed to the insured from ..../..../.....

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

\*Amount calculated as per tariff provision is to be inserted. For mid-term certification as Vintage Car pro-rata proportion of tariff discount for the unexpired period is to be inserted.

**10. (IMT. 10) INSTALLATION OF ANTI-THEFT DEVICE ( Not applicable to Motor Trade Policies)**

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 Anti-theft 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 erstwhile India Motor 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.

**11. (IMT. 11.A) VEHICLES LAID UP ( Lay up period declared )**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that from .../ .../..... to..../ ..../..... the vehicle insured is laid up in garage and not in use and during this period all liability of the insurer under this policy in respect of the vehicle insured is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS, in consideration whereof

- a. # the insurer will deduct from the next renewal premium the sum of Rs.....\* and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.
- b. # the period of insurance by this policy is extended to ..../ ..../..... in view of the payment of an additional premium of Rs .....\*\*

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

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

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

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

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

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

- a. Fire risks, the words “ BURGLARY HOUSEBREAKING OR THEFT” are to be deleted;
- b. Theft risks, the words’ “FIRE EXPLOSION SELF IGNITION OR LIGHTNING” are to be deleted.
- c. Fire **and** Theft risks no parts of the words in capitals are to be deleted.

## **12. (IMT. 11.B) VEHICLES LAID UP ( Lay up period not declared )**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that as from ..... / ..... / ..... the vehicle no. ..... insured hereunder is laid up in garage and not in use and liability of the insurer under this policy in respect of the said vehicle is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS.

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

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

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

- a. Fire risks, the words “ BURGLARY HOUSEBREAKING OR THEFT” are to be deleted;
- b. Theft risks, the words’ “FIRE EXPLOSION SELF IGNITION OR LIGHTNING” are to be deleted.
- c. Fire **and** Theft risks no parts of the words in capitals are to be deleted.

## **13. (IMT. 11.C) TERMINATION OF THE UNDECLARED PERIOD OF VEHICLE LAID UP.**

It is hereby understood and agreed that the insurance by this Policy in respect of vehicle no. ..... Insured hereunder is reinstated in full from ...../...../..... and the Endorsement Sr. no. 10 attaching to this policy shall be deemed to be cancelled. It is further agreed that in consideration of the period during which the vehicle no. ..... has been out of use

- a. # the insurer will deduct from the next renewal premium the sum of Rs.....\* and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.
- b. # the period of insurance by this policy is extended to ...../...../..... in view of the

payment of an additional premium of Rs .....\*\*

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

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

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

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

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

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

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

**15. (IMT. 13) USE OF VEHICLE WITHIN INSURED'S OWN PREMISES (Applicable to all classes except as otherwise provided in the erstwhile India Motor Tariff )**

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

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

**16. (IMT. 15) PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER OR CLEANER (Applicable to private cars including three wheelers rated as private cars and motorized two wheelers with or without side car [not for hire or reward])**

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

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

Provided always that

1. compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs.....\* during any one period of insurance in respect of any such person.
2. no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3. such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

\* The Capital Sum Insured (CSI) per passenger is to be inserted.

**17. (IMT 16) PERSONAL ACCIDENT TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER AND CLEANER{ For vehicles rated as Private cars and Motorised two wheelers (not for hire or reward) with or without side car}**

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

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

Provided always that: -

1. compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs.....\* during any one period of insurance in respect of any such person.
2. no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3. such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.
4. not more than....\*\* persons/passengers are in the vehicle insured at the time of occurrence of such injury.

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

\* The Capital Sum Insured (CSI) per passenger is to be inserted.

\*\* The registered sitting capacity of the vehicle insured is to be inserted.

**18. (IMT. 17) PERSONAL ACCIDENT COVER TO PAID DRIVERS, CLEANERS AND CONDUCTORS : (Applicable to all classes of vehicles)**

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

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

Provided always that

1. compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs.....\* during any one period of insurance in respect of any such person.
2. no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3. such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

\* The Capital Sum Insured (CSI) per person is to be inserted.

#### **19. (IMT. 19) COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY**

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

- a. i. the price quoted in the latest catalogue or the price list issued by the Manufacturer or his Agent for the country in which the vehicle insured is held for repair less depreciation applicable;

OR

- ii. if no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy; and

- b. the reasonable cost of fitting such parts.

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

\* Insert 'Condition 3' in the case of the Private Car and Motorised Two Wheeler Policies and 'Condition 4' in the case of Commercial Vehicles Policy.

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

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

In consideration of this reduction in the limit of liability a reduction in premium of Rs....\* is hereby made to the insured.

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

\* To insert Rs.50 per year of policy tenure for Two wheelers, Rs.100 for private cars Rs.150 for Commercial Vehicles – three wheelers and taxis or Rs.200 for Commercial Vehicles (excluding three wheelers and taxis).

**21. (IMT. 21) COMPULSORY DEDUCTIBLE (Applicable to Private Cars, three wheelers rated as private cars, all motorized two wheelers, taxis, private car type vehicle plying for public/private hire, private type taxi let out on private hire)**

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 erstwhile India Motor Tariff.

ii. in respect of a vehicle rated under the erstwhile India Motor 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 erstwhile India Motor Tariff for Private Car / Two wheelers or Condition no 4 in respect of a vehicle rated under the erstwhile India Motor Tariff for Commercial Vehicles.

**22. (IMT. 22.A) VOLUNTARY DEDUCTIBLE (For private cars/motorized two wheelers other than for hire or reward)**

**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 erstwhile India Motor Tariff for Private Car / for motorized two wheeler.

\*\* To insert appropriate amount relating to the voluntary deductible opted as per the provision of erstwhile India Motor Tariff for Private car / for motorized two wheelers.

\*\*\* To insert aggregate amount of voluntary deductible opted and the compulsory deductible applicable to the vehicle insured as in G.R. 40 of erstwhile India Motor Tariff.

# To insert policy condition No. 3 of the erstwhile India Motor Tariff for private car / for motorized two wheelers.

**23. (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.

#### **24. (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 of erstwhile India Motor Tariff.

#### **25. (IMT. 26) FIRE AND/OR THEFT RISKS ONLY**

(Not applicable for Miscellaneous and Special Types of vehicles rateable under Class -D and Motor Trade Policies under Classes- E, F and G of the erstwhile India Motor Tariff for Commercial Vehicles)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section II of the Policy is deemed to be cancelled and under Section I thereof the insurer shall only be liable to indemnify the insured against loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils whilst the vehicle is laid up in garage and not in use.

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

NB. (i) In case of **Fire Risk** only, the words "burglary housebreaking theft" are to be deleted.

NB. (ii) In case of **Theft Risk** only, the words "fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils" are to be deleted.

#### **26. (IMT. 27) LIABILITY AND FIRE AND/OR THEFT (Not applicable for Miscellaneous and Special Types of vehicles rateable under Class –D of the erstwhile India Motor Tariff for Commercial Vehicles)**

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section I of the Policy the insurer shall not be liable there under except in respect of loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils.

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

NB. (i) In case of **Liability and Fire Risks only**, the words “burglary, housebreaking, theft” are to be deleted.

NB. (ii) In case of **Liability and Theft Risks only**, the words “fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils” are to be deleted.

**27. (IMT. 28) LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE (For all Classes of vehicles.)**

In consideration of an additional premium of Rs. (50\* no of years)/notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer shall indemnify the insured against the insured's legal liability under the **Workmen's Compensation Act, 1923**, the **Fatal Accidents Act, 1855** or at **Common Law** and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

**Provided always that**

1. this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for insured's general employees;
2. the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;
3. \*the insured shall keep record of the name of each paid driver conductor cleaner or persons employed in loading and/or unloading and the amount of wages and salaries and other earnings paid to such employees and shall at all times allow the insurer to inspect such records on demand.
4. in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the terms conditions limitations and exceptions of the Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

\*In case of Private cars/ motorised two wheelers (not used for hire or reward) delete this para.

**28. (IMT. 29) LEGAL LIABILITY TO EMPLOYEES OF THE INSURED OTHER THAN PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER WHO MAY BE TRAVELLING OR DRIVING IN THE EMPLOYER'S CAR {Private Cars only/ Motorised two wheelers (not for hire or reward)}**

In consideration of the payment of an additional premium @ Rs. (50\*no of years)/- per employee insured notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against the insured's liability at **Common Law and Statutory Liability under the Fatal Accidents Act, 1855** for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than paid drivers) of the within named insured being carried in or upon or entering in or getting on to or alighting from or driving the vehicle insured.

Provided that in the event of an accident whilst the vehicle insured is carrying more than.....\* employees of the insured (including the driver) the insured shall repay to the insurer a rateable proportion of the total amount payable by the insurer by the reason of this endorsement in respect of accident in connection with such vehicle insured.

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

NB. \* To insert the number of employees for which the premium has been paid.

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

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

***Provided always that -***

\* (a) the IDV of such Trailer shall be deemed not to exceed .....\*\*

(b) the term "Trailer" shall not include its contents or anything contained thereon.

(C) such indemnity shall not apply in respect of death or bodily injury to any person being conveyed by the said Trailer otherwise than by reason of or in pursuance of a contract of employment.

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

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

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

#### **30. (IMT. 31) RELIABILITY TRIALS AND RALLIES [Private Cars and Motorised Two Wheelers]**

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this Policy is extended to apply whilst the vehicle insured is engaged in ..... ....\*. to be held at .....\*\*... on or about the date of ..../.../ ..... under the auspices of ..... ....#

Provided that:-

- a. No indemnity shall be granted by this Endorsement to .....#
- b. This Policy does not cover use for organised racing, pace making or speed testing.
- c. During the course of the .....\* the Insurer shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle insured at the time of the occurrence of the event out of which any claim arises.

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

Provided that if the insurer shall make any payment in exercise of its discretion under Condition No. 3 of the policy in settlement of any claim and such payment includes the amount for which the insured is responsible by reason of this Endorsement the insured shall repay to the insurer forthwith the amount for which the insured is so responsible.

For the purpose of this Endorsement the expression "claim" shall mean a claim or series of claims arising out of one event.

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

\* To insert the name of the event.

@ To insert Rs. 5000/- for Private cars or Rs. 2500/- for motorised two wheelers. For the duration of the event the deductible under Section 1 of the policy for the purpose of Endorsement Sr. No. 19 will be the amount stated in Endorsement No. or the amount stated herein, whichever is higher.

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

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

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

### **31. (IMT. 32) ACCIDENTS TO SOLDIERS / SAILORS / AIRMEN EMPLOYED AS DRIVERS**

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

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

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

### **32. (IMT. 35) HIRED VEHICLES – DRIVEN BY HIRER\* (Applicable to four wheeled vehicles with carrying capacity not exceeding 6 passengers and Motorised Two wheelers)**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy unless the vehicle insured is being driven by or is for the purpose of being driven by the insured in the charge of the within named insured or a driver in the insured's employment, the policy shall only be operative whilst the vehicle insured is let on hire by the insured to any person (hereinafter called the Hirer) who:

- i. shall have entered into a hire contract with the insured and who prior to such hiring shall have satisfactorily completed and signed a supplementary proposal form\*\*.
- ii. shall have satisfied the insured -
  - (a) that the vehicle insured will only be driven by a duly licensed driver whose license has not been endorsed;
  - (b) that such driver has not been refused Motor Insurance nor had his/her insurance policy been cancelled nor had special conditions imposed nor had increased premium demanded from him/her by reason of claims experience.

It is also understood and agreed that whilst the vehicle insured is let on hire to the Hirer the insurer shall not be liable

- (1) for any loss, damage or liability due to or arising from theft or conversion by the Hirer unless covered by payment of additional premium @ 1.50% on IDV. (Endt. IMT 43 is to be used.)
- (2) To pay the first Rs..... of each and every claim in respect of which indemnity would but for this endorsement have been provided by Section I of this Policy.

If the expenditure incurred by the Insurer shall include the 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 "Claim" shall mean a claim or series of claims arising out of one cause in respect of the vehicle.

- (3) If the vehicle is used by the Hirer for carriage of passengers for hire or reward.

\* For the purposes of this endorsement the insurer will in terms of and subject to the provisions contained in item I of Section II of this Policy, treat the Hirer as a person who is driving the Two Wheeler.

Further it is agreed that the insured shall forward to the insurer the supplementary proposal referred to above, completed by the Hirer immediately after receipt thereof which proposal as well as that referred to in this policy shall be the basis of the contract expressed in this endorsement so far as it relates to the indemnity which is operative whilst the vehicle is let on hire to such Hirer.

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

#### NOTE :

For Liability only policies delete the whole of items (1) and (2) and the paragraph in bold marked with \*.

\*\* Insurer to devise a suitable supplementary proposal form.

**33. (IMT. 36) INDEMNITY TO HIRER – PACKAGE POLICY – NEGLIGENCE OF THE INSURED OF HIRER.**

It is hereby declared and agreed that the company will indemnify any hirer of the vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the vehicle insured by reason of the negligence of the within named insured or of any employee of such insured while the vehicle insured is let on hire.

Provided that any such hirer shall as though he/she were the insured observe fulfill and be subject to the terms, exceptions, conditions and limitations of this policy in so far as they apply.

**34. (IMT. 43) Theft and conversion Risk**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed in this Policy in consideration of the payment of additional premium @ 1.50% of IDV, Clause ii (b) (1) of Endorsement No. 35 is hereby deemed to be deleted.

It is further understood and agreed that the indemnity in respect of Theft and/or Conversion by the hirer is applicable only in case of Theft and/or Conversion of the entire vehicle.

It is further understood and agreed that No Claim Bonus will not be applicable to the additional premium charged hereunder.

**35. (IMT. 49) Exclusion of Liability to the Public Working Risk (Except as required by the Motor Vehicle Act, 1988)**

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Insurer shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the operation as a tool of the Motor Vehicle or of plant forming part of the Motor Vehicle or attached thereto.

## **ADD-ON COVERS**

### **1. DEPRECIATION COVER**

#### **Scope of Cover**

In consideration of the payment of extra premium paid by the insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company shall bear the Depreciation amount deducted on the value of the parts replaced as a result of admissible claim under Own Damage Section.

Conditions:-

- a) Insured Vehicle should be repaired at any of Company's authorized Garage.

\* For the purpose of this Cover the expression 'admissible claim' 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.

### **2. Passenger Assist Cover:**

In consideration of the payment of extra premium paid by the insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company stands to pay the insured as is provided below:-

- **Hospital Allowance:** the Company agrees to pay the amount mentioned in the policy schedule per insured with maximum number of insured limited to the seating capacity of the vehicle for per day of hospitalisation caused due to bodily injury caused by accidental, external, violent and visible means while traveling in, embarking or disembarking from the insured vehicle during the policy period as mentioned in the schedule for which a valid claim under the Policy is admissible.
- **Medical Expenses:** Company undertakes to reimburse Medical Expenses per Insured person with maximum number of insured limited to the seating capacity of the vehicle up to the Sum Insured as specified in the Schedule, following treatment of bodily injury caused by accidental, external, violent and visible means while traveling in, embarking or disembarking from the insured vehicle during the policy period as mentioned in the schedule for which a valid claim under the Policy is admissible.

#### **Special Conditions applicable to Medical expenses Coverage:**

The Company stands to cover medical expenses for treatment taken from only registered Medical Practitioners under respective medical councils.

**Medical Transport Assistance:** The Company agrees to pay amount as mentioned in the policy schedule incurred by the insured towards transportation of the insured/ insured person(s) to the Hospital post suffering bodily injury caused by accidental, external, violent and visible means while traveling in, embarking or disembarking from the insured vehicle during the policy period as mentioned in the schedule for which a valid claim under the Policy is admissible.

### **3.ENGINE SAFE COVER:**

In consideration of extra premium paid by the Insured as mentioned in the policy schedule it is hereby understood and agreed that the Company undertakes to provide cover to the engine of the insured vehicle including its block and child parts along with the gear box, transmission or differential assembly provided the loss or damage is due to”

- a) Ingression of water in the engine or
- b) leakage of lubricating oil from the engine / assembly arising out of accidental damage

Company shall indemnify the Insured towards the following repairs / replacements arising out of (a) & (b) above:

- a) Repair or replacement of the internal parts of the gear box such as gears or shafts, bearing, gear oil and gaskets.
- b) Repair or replacement of engine block and internal child parts of engine including lubricating oils / consumables used in the assembly but excluding fuel.
- c) Labour cost incurred towards overhauling the damaged engine/gear box
- d) Engine compression tests and other machining charges.

### **Special Conditions**

(A) Vehicle is taken to the garage within 24 hours of water receding from the water logged area and the intimation to the Company be given not later than three days from the receding of water, unless the insured is prevented to do so by sufficient & reasonable reason, where the company can condone the delay based on merits of each case.

(B) Insured shall take reasonable care to avoid further damage to engine/gear box post water ingress or leakage of lubricating oil. Insured should not try to crank or push start the engine post undercarriage damage or post insured vehicle stopping due to water ingress.

### **Special Exclusions**

1. Loss or Damage covered under manufacturer's warranty or part of manufacturer's recall.

2. Loss or damage to the engine and/or gear box due to delay in intimation to the insurer or delay in retrieval of insured vehicle from water clogged area.

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

#### **4. Daily Allowance:**

##### **Scope of Cover:**

In consideration of extra premium paid by the Insured as mentioned in the policy schedule and realized by the Company it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that the Company will pay Insured the Daily Allowance as mentioned in the schedule, if insured vehicle is damaged by a covered peril mentioned in section 1 of the Policy.

Maximum Period for which mentioned allowance would be payable by Company:

- i. Partial Claims: upto 10 Days
- ii. Total Loss or Total Theft Claims: up to 20 Days

The time taken by garage for damages not admissible under section 1 of Policy will be excluded for calculation of Daily Allowance

For computation of days for Daily Allowance entitlement in case of Partial claims, the start date will be taken as the day following the day on which the insured vehicle is given to garage for repair and end date will be taken as the day on which intimation regarding delivery of repaired vehicle is given to Insured. In case of Total Loss and/or theft claims, a flat payment for 20 days will be made at the time of settlement subject to admissibility of the claim by the company.

##### **Exclusions:**

1. Any repair taking upto 3 days
2. Any Claim not valid or admissible under Section 1
3. Vehicle not repaired at garage authorized by Company

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

#### **5. Towing Expense Cover:**

In consideration of extra premium paid by the Insured as mentioned in the policy schedule and realized by the Company it is hereby understood and agreed that the Company shall pay the towing expenses of the damaged insured vehicle from accident spot to the nearest authorized repairer/garage over and above the amount covered under basic Private Car Policy- Bundled Cover.

Maximum liability of the Company is restricted to the Sum Insured as mentioned in the schedule or actual expenses incurred whichever is less.

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

## **6. EMI Protection:**

### **Scope of Cover:**

In consideration of the extra premium paid by the Insured as mentioned in the policy schedule, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that the Company will pay the Insured the amount, maximum up to the Amount & Number of EMIs (Equated Monthly Installment) Covered as mentioned in the Schedule for each completed period of 30 days for which the insured vehicle is under repair arising of accidental damages provided –

- a. The claim is admissible under Section I (Own Damage) of the policy;
- b. The vehicle is repaired at a garage/workshop authorized\* by the company

### **Conditions**

1. Maximum two claims shall be admissible under this add on during the policy period.
2. For computation of 'completed period of 30 days', the start date will be taken as the day following the day on which the insured vehicle is given to garage for repair and end date will be taken as the day on which intimation regarding delivery of repaired vehicle is given to Insured or the Company. Time taken by the garage to commence the repair work or waiting time due to non-availability of spares is not considered.
3. In case of theft of insured vehicle, entire amount of EMI coverage as opted by the insured & mentioned on the policy schedule shall be reimbursed (subject to other conditions mentioned).
4. The claim under this add-on shall be paid directly to the financier as mentioned on the schedule, to which the insured vehicle is hypothecated.
5. Liability of the Company shall be limited to the EMI amount mentioned in the schedule or the actual EMI prevailing at the time of loss whichever is lower. Also, in no case, Company shall pay an amount higher than the actual amount of loan outstanding against the insured vehicle.

## **7. Tyre Protect**

### **Scope of Cover:**

In consideration of additional premium paid by the Insured as mentioned in the policy schedule, it is hereby understood and agreed, subject to the terms, conditions, exclusions and limitations, that the Company will cover expenses for repair and/or replacement as may be required arising out of accidental loss or damage to tyres and tubes of the insured vehicle due to-

- A. Impact cuts, bursts.
- B. Impact bulging of side wall excluding manufacturing defect, chemical or atmospheric damages.

C. Flattening of Tyre due to Hard Braking.

Company's maximum liability will be computed on the basis of unused tread depth of tyre(s) –

Unused Tread Depth of the Tyre(s) at the Time of Loss	Admissible Claim Amount
<3 mm	Nil
>= 3 to <5 mm	50% of the cost of new tyre(s)
>= 5 to <6.5 mm	75% of the cost of new tyre(s)
>= 6.5 to <7mm	85% of the cost of new tyre(s)
>=7mm	100% of the cost of new tyre(s)

**Special Conditions:**

1. Unused Tread depth will be measured at the center of the tread. 4 measurements at 4 different places will be taken for the purpose of arriving at average tread depth which will be the basis of payment under the coverage.
2. In cases of tyres with original tread of more than 8 mm, the scale of admissible claim amount mentioned in the above table shall be applied proportionately
3. Replacement of tyre will be allowed for same make and specification and in case of non-availability of the same make or specification leading to replacement with tyre/tube of higher specification; company will not be liable for betterment charges.
4. If damage to tyre and tube is due to the accidental damage to the insured vehicle covered under "Own Damage" section of the Policy, our liability under this cover will be restricted to the difference between admissible claim amount under the add on cover based on Unused Tread Depth of the Tyre(s) at the time of loss as mentioned in above table and the liability of the company limited to 50% of the cost of replacement of Tyres and Tubes as stated under the "Own Damage" section of Motor Insurance Policy.

In consequence whereof the exclusion appearing in the **Private Car Package Policy** Terms and Conditions which reads as "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 cost of replacement" stands deleted.

5. In case of any tyre replacement during the Policy Period, due to any reason mentioned cover will not be applicable unless it is informed and endorsed in the Policy.
6. Insured should take reasonable care to avoid loss or damage to the tyre/tube. Insured should not use the vehicle with damaged tyre/tube leading to further damage to tube/tyre/suspension.
7. All claims must be reported within 3 working days of damage.
8. Maximum 2 instances of admissible claims shall be eligible during the policy period.

### **Special exclusions:**

- a. Any loss or damage resulting into Total Loss / Constructive Total Loss of the vehicle
- b. Loss or damage arising out of normal wear and tear
- c. Any damages resulting from neglect of the periodic maintenance of the vehicle including but not limited to, non rotation of tyre(s), poor balancing / alignment of wheels, running with deflated tyres and/or due to improper storage and/or transportation of Insured vehicle.
- d. Expenses towards routine maintenance of wheels/tyres or tubes.
- e. Any tyre/tube different from tyre/tube supplied by the manufacturers unless same is informed and endorsed in the Policy
- f. Any Consequential loss not limited to any vibration, noise and like which do not affect the performance of the tyre/tube.
- g. Loss or Damage due to any modification done which are not approved by the tyre manufacturer
- h. Loss or damage arising out of driving for purpose of racing or rallying
- i. Loss or damage arising out of manufacturing defect or design.
- j. Any minor damages, cuts or scratches not affecting the functioning of tyre/tube.
- k. Loss or damage to wheel accessories, any other parts or rim.
- l. Damages caused by Malicious actions
- m. Theft of Tyre(s)/Tube(s) or its parts or accessories

## **8. EV Secure**

**Scope of Cover:** In consideration of additional premium paid by the Insured, it is hereby understood and agreed, subject to the terms, conditions, exclusions, and limitations, that the Company will indemnify the insured as per the below mentioned coverages as opted either of section 1 and 2 as mentioned below or jointly together as a whole and specified in the policy schedule:

### **1. Charger Protection covers:**

Any loss of/or damage, or destruction to detachable charger, including charging cables and charging adaptors or due to:

- **Theft or burglary**
- **Impact damage caused by external accidental means.**
- **Fire, explosion, self-ignition**

provided all instructions as prescribed by the manufacturer are followed, and reasonable care is taken by the insured to prevent the loss.

In case of any replacement of wall mount charger due to the above-mentioned reasons, company will re-imburse one-time actual cost for Re-Installation of “Wall mount charger and adaptor assembly unit” subject to maximum limit specified in the policy schedule.

Any loss of/or damage to property of Insured due to Fire, explosion, self-ignition of detachable charger, including charging cables and charging adaptors during authorized use as prescribed by manufacturer, subject to the maximum limit as specified in the policy schedule.

### **Limits of Indemnity -**

- a) Total Loss of equipment – Actual cost of replacement subject to maximum indemnity as defined in the policy schedule.
- b) Partial Loss of equipment - Cost of repair subject to maximum indemnity as defined in the policy schedule.
- c) Property damage of Insured - Maximum indemnity as specified in the Policy schedule.

### **Conditions:**

- a) This Add on can be opted only, if the person has obtained insurance policy from company
- b) The Charger/other equipment insured under this Add on are used in accordance with the guidance and in accordance with the instructions from the manufacturer
- c) The Charger/other equipment insured under this Add on are utilized for private use only for the vehicle, for which is insured in base policy.
- d) A claim resulting from theft / burglary must be supported by an FIR filed with the police.
- e) A claim resulting from major Fire or Explosion must be supported by an FIR filed with the police & Fire Brigade report.
- f) Indemnity under this cover is limited to two claims during policy year as applicable for own damage cover as specified in the schedule.
- g) Claim under this add-on is intimated to the Company within 24 hours of occurrence of Loss.

### **Exclusions:**

The company shall not be liable for any claims under this section directly or indirectly arising out of:

- a) Loss or damage attributable to manufacturing defect or design or unauthorized alterations.
- b) Loss or damage to the equipment falling under the terms of the maintenance / warranty agreement by manufacturer / supplier or any AMC contract with Third party provider.
- c) Loss or Damage arising during the process of cleaning, maintenance, repair, dismantling of the equipment.
- d) Willful act or Willful negligence of the Insured or Insured's family or any other person authorized by the Insured.
- e) Arising out of the misuse of or use other than in accordance with manufacturer's recommendation of or use of any accessory which has not been approved by the manufacturer for the equipment.
- f) Loss or Damage/cost of repair associated due to direct consequence of wear and tear or of gradual deterioration due to atmospheric or climatic changes, moths, insects, and vermin.

### **Warranty :**

- a) All suitable measures and directions issued by the manufacturer or respective authorities needs to be followed at the time of "Use" or "Not in use".

- b) The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or Damage that may give rise to the claim.

## **2. Charger Liability Protection:**

Legal Liability of the Insured to third parties for Injury, death, property damage due to Short Circuit or electric current or Fire and / or explosion of Detachable equipment's (Charging Cables, Charging Adaptors) at the time of "Not in use" (not connected to Electric Vehicle) within Insured premises up to the maximum limit as specified in the policy schedule.

**Limits of Indemnity - As** specified in the policy schedule.

### **Conditions:**

- a) This Add on can be opted only, if the person has obtained insurance policy from company
- b) The Charger/other equipment insured under this Add on are used in accordance with the guidance and in accordance with the instructions from the manufacturer
- c) The Charger/other equipment insured under this Add on are utilized for private use only for the vehicle, for which is insured in base policy.
- d) A claim resulting from Short Circuit or electric current or Fire and / or explosion of Detachable equipment's must be supported by an FIR filed with the police & Fire Brigade report.
- e) Indemnity under this cover is limited to one claim during the policy period specified in the schedule.
- f) Claim under this add-on is intimated to the Company within 24 hours of occurrence of Loss.

### **Exclusions:**

The company shall not be liable for any claims under this section directly or indirectly arising out of:

- a) Fire or Explosion attributable to any manufacturing defect or design or unauthorized alterations.
- b) Willful act or Willful negligence of the Insured or Insured's family or any other person authorized by the Insured.
- c) Fire or Explosion arising during the process of cleaning, maintenance, repair, dismantling of the equipment.
- d) Arising due to misuse of or use other than in accordance with manufacturer's recommendation of or use of any accessory which has not been approved by the manufacturer for the equipment.

### **Warranty:**

- a) All suitable measures and directions issued by the manufacturer or respective authorities needs to be followed at the time of “Use” or “Not in use”.
- b) The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or Damage that may give rise to the claim.

**No Claim Bonus:** Standalone claim under this add-on will not impact the eligibility of No claim bonus during renewal of the Insured vehicle with the company.

**Cancellation:** Cancellation conditions of the add-on cover will be identical to the base policy to which the add-on cover is attached.

**EV for the purpose of this add-on means an** electric vehicle, also referred to as an electric drive vehicle, is a vehicle which uses one or more electric motors for propulsion. It is an alternative fuel automobile that uses electric motors and motor controllers for propulsion, in place of more common propulsion methods such as the internal combustion engine (ICE). Electricity can be used as a transportation fuel to power battery electric vehicles (EVs).

### **9. GAP VALUE COVER**

#### **Scope of Cover:**

In consideration of the payment of extra premium paid by the insured as mentioned in the Policy Schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company shall pay the “difference amount” between the amount received under Own Damage (OD) Section i.e. Insured Declared Value (IDV) less deductibles under the policy AND price as per purchase invoice OR the current Replacement Value of vehicle if the same make model is available, whichever is less in the event of a Total Theft or Total Loss/ Constructive Total Loss (CTL) of the vehicle. It also covers the Road Tax and first time registration charges if specifically declared and additional premium is paid.

Maximum liability to the company is limited to the sum insured mentioned in the policy schedule.

#### **Special Conditions applicable to this benefit-**

- a) The vehicle insured is not more than --- years old on the date of commencement of the policy period.
- b) The Total Theft or Total loss/ Constructive Total Loss of the vehicle should be admissible under Own Damage Section of the policy.
- c) Insured should be the first registered owner of the vehicle as per RTO records.
- d) Vehicle Insured should be indigenous.

## **10. CONSUMABLES COVER**

### **Scope of Cover:**

In consideration of the payment of extra premium paid by the insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company agrees to cover expenses incurred towards “those items or substances of specific use which at the time of loss are either totally consumed or deemed unfit for further use in the vehicle” arising out of damage to the vehicle insured and/or to its accessories caused by insured peril under the basic Private Car Policy.

Consumables shall mean those items or substances which have specific use and when applied to their respective uses are deemed to be consumed completely and/or are deemed to be unfit for future use. These items include grease, lubricants clip, air conditioner's gas, bearings, engine oil, oil filter, fuel filter, break oil, nut and bolt, screw, washers and the like.

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

### **Conditions:**

- a) This cover is applicable if it is shown on your policy schedule.
- b) Claims under this Add-on are subject to the terms and conditions set forth under the basic Private Car Policy.
- c) Claim under this add-on is intimated to the company within 24 hours of occurrence of loss.

**Exclusions:** The Company shall not be liable for any claims under this section directly or indirectly arising out of:

- a) Loss or damage attributable to manufacturing defect or design or unauthorized alteration.
- b) Wilful act or Wilful negligence of the insured or insured's family or any other person authorized by the Insured.
- c) If Consumables pertains to any part/ sub part/ accessories not approved for replacement under the basic Private Car Policy.
- d) Claim under this Add-on is subject to the accident being admissible under the Own Damage Section of the Private Car Policy.

## **11. Key Loss Cover:**

**Scope of Cover:** In consideration of extra premium paid by the Insured as mentioned in the policy schedule it is hereby understood and agreed and subject to the terms, conditions exclusions and limitations, the Company will reimburse the insured towards:

- a) The cost of replacing vehicle keys in case of irrecoverable occurrences of lost, broken or damaged keys
- b) Expenses incurred for replacement of lock in case the lock also needs to be replaced due to loss of keys
- c) The Cost of replacing locks and keys in case of theft of keys and /or if the vehicle is broken into along with damage to the locks/keys of the insured vehicle resulting in security threat to the vehicle.

**Conditions:**

- a) A claim resulting from theft/burglary or loss of keys must be supported by an FIR or intimation to the Police authorities.
- b) Upto Two claims will be payable under this add-on during the policy period.
- c) Claim under this add-on is intimated to the Company within 24 hours of occurrence of accidental damage or loss of key.

**Exclusions:**

The company shall not be liable for any claims under this section directly or indirectly arising out of:

- 1) Loss or damage attributable to manufacturing defect or design or unauthorized alterations
- 2) Loss or Damage/cost of repair associated due to direct consequence of wear and tear or of gradual deterioration due to atmospheric or climatic changes, moths, insects, and vermin.
- 3) Willful act or Willful negligence of the Insured or Insured's family or any other person authorized by the Insured.

**No Claim Bonus:** Standalone claim under this add-on will not impact the eligibility of No claim bonus during renewal of the Insured vehicle with the company.

**12. Loss of Personal Belongings:**

**Scope of Cover:** In consideration of extra premium paid by the Insured as mentioned in the policy schedule and realized by the Company it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations, the Company will pay for the loss or damage to insured's personal belongings caused by perils mentioned under "Own Damage section" of the Policy while they are inside the insured vehicle at the time of loss or damage to the insured vehicle.

Personal belongings for purpose of this coverage would mean the articles or other items of personal nature which are likely to be used, carried or worn but excludes Money, Securities, Cheques, Bank Drafts, Credit or Debit Cards, Jewellery, Lens, Glasses, Travel Tickets, Watches, Valuables, Manuscripts, Painting and Items of similar nature. Any goods or samples in connection with any business or trade are not covered.

Company's liability (maximum subject to the sum insured mentioned in the schedule) under this cover will be payable as mentioned below:

- a) In case of Partial loss or damage to the insured item(s): Company will pay the reasonable cost of repair to restore the item in similar condition as it was immediately before the event leading to loss or damage.
- b) In case of Total loss or damage to the insured item(s) including the situation wherein the cost of repair is equal to or exceeding the value of insured item immediately prior to the event leading to loss or damage: Company will pay the market value of the insured item as it was immediately before the event leading to loss or damage less salvage value if any.

### Conditions:

- d) For any claim to become payable under this add-on cover, claim should be admissible under “Own Damage” section of the Policy.
- e) A claim resulting from theft/burglary must be supported by an FIR or intimation with the Police authority.
- f) Upto Two claims will be payable under this add-on during the policy period.
- g) The Insured will bear first INR 200 of each and every claim under this Add-on.
- h) Claim under this add-on is intimated to the Company within 24 hours of occurrence of accidental damage or loss.

### Exclusions:

The company shall not be liable for any claims under this section directly or indirectly arising out of:

- 4) Willful act or Willful negligence of the Insured or Insured’s family or any other person authorized by the Insured.

**No Claim Bonus:** Claim under this add-on will impact the eligibility of No claim bonus during renewal of the Insured vehicle with the company.

### 13. Liberty Assure for Private Car:

**Scope of Cover:** In consideration of additional premium paid by the Insured as mentioned in the policy schedule, it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company shall cover the Insured under the below mentioned sections during the Policy Period as mentioned in the policy schedule. Both the sections are mandatory and must be necessarily opted for coverage under this Add-on cover.

#### A. Vehicle Assistance Services:

##### Scope of Cover:

<b>Sr. No.</b>	<b>Benefits</b>	<b>Electric Vehicle</b>	<b>Other than Electric Vehicle</b>
1	Vehicle relocation to the nearest Liberty Authorized Repair Shop in case of Major breakdown	Yes	Yes
2	Vehicle relocation to the nearest Liberty Authorized battery charging station / Repair Shop in case of vehicle run out of charge	Yes	NA
3	Onsite Repair Services	Yes	Yes
4	Changing of Flat tyre	Yes	Yes

*These Assistance services will be offered through the network of service providers, in the above-mentioned combination only at Liberty Authorized Repair Shop.*

1. **Vehicle relocation to the nearest Liberty Authorized Repair Shop in case of Major breakdown** - In the event of a breakdown of the insured vehicle due to a mechanical or electrical

fault which cannot be repaired on the spot, the Service Provider will assist in making arrangement for the insured vehicle to be towed to the nearest Liberty Authorized Repair Shop. Any costs and expenses pertaining to towing of the Insured vehicle over and above the Covered Distance shall be directly borne by the Insured and shall be paid to the Repair Shop.

- 2. Vehicle relocation to the nearest Liberty Authorized Battery Charging Station / Repair Shop in case of vehicle run out of charge** - In the event that an Insured vehicle runs out of charge and is immobilized while on a trip, the Service Provider will assist in making arrangement for the insured vehicle to be towed to the nearest Liberty Authorized Battery Charging Station / Repair Shop whichever is nearest. Any costs and expenses pertaining to towing of the Insured vehicle over and above the Covered Distance shall be directly borne by the Insured and shall be paid to the Repair Shop.
- 3. Onsite Repair Services** - In the event of a breakdown of the insured vehicle due to a minor mechanical or electrical fault and immediate repair on the spot is deemed possible, the Service Provider shall assist the Insured by arranging for a technician to reach the breakdown location. The cost of material & Spare Parts if required to repair the insured vehicle on the spot and any other incidental conveyance to obtain such material & spare parts will be borne by the Insured. This service will be provided when the Insured vehicle is not in a position to be driven to the nearest Repair Shop.
- 4. Changing of Flat tyre** - In the event, that an insured vehicle is immobilized due to a flat tyre, Service Provider will assist the Insured by organizing for a technician to get the punctured tyre fixed. Service Provider will bear the labour cost and round-trip conveyance costs of the technician. Material/spare parts if required to repair the Vehicle (including repair of flat spare, stepney tyre) will be borne by the Insured. In case the spare tyre is not available in the Insured vehicle, the flat tyre will be taken to the nearest Liberty Authorized flat tyre repair shop for repairs & reattached to the Vehicle. All incidental charges for the same shall be borne by the Insured.

**Covered Distance & Territorial Scope:** The above Assistance Services shall be provided will be within a radius of 100 Kms from the place of breakdown to nearest available vendor / repairer within the Republic of India excluding islands. Cost of Services beyond the coverage as mentioned shall be borne by the Insured.

#### **Conditions:**

1. This Add-on can be opted only if the vehicle is insured under a Motor Insurance Policy issued by the Company.
2. All additional expenses regarding replacement of a part, additional Fuel and any other service which does not form a part of the standard services mentioned above would be on chargeable basis by the Service provider.
3. Coverage under this section can be availed only up to the maximum number of claims as specified and mentioned in the Policy Schedule.

#### **Exclusions:**

The company shall not be liable for any claims under this section directly or indirectly arising out of:

1. providing the above-mentioned services under conditions of earthquake, war, invasion, rebellion, revolt, riot, civil commotion, civil war, exceptional adverse weather conditions, acts of terrorism,

nuclear fission, strike, act(s) of government(s)/government agencies/judicial/ quasi-judicial authorities.

2. any claims where the Insured's vehicle is being used for the purpose of racing, rallying, motorsports, or is not being used/driven in accordance with applicable laws and regulations.
3. Situation where breakdown is caused by deliberately inflicted damage, vandalism or participation in a criminal act or offence.
4. any claim where the Insured's vehicle can be safely transferred on its own power to the nearest Repair Shop.
5. any claims triggered by theft
6. any kind of consequential losses
7. any loss which is covered under any other insurance policy or manufacturer's warranty or recall campaign or under any other such packages at the same time.
8. any expenses for supply or replacement of parts/consumables
9. any loss/damage caused to the Insured's vehicle when it is being used/driven against the recommendations of the owner's/manufacturer's manual
10. any claims where services have been availed of without the prior consent of the Company
11. any claims where services have been availed at a Service Centre / Repair Centre other than a Liberty Authorized Repair Shop.

## **B. Waiver of Compulsory Deductible**

The Compulsory Deductible applicable at the time of claim, under Own Damage section of the Private Car policy to which this add-on cover is attached, would be waived for the Insured, if the insured vehicle is repaired at any of the Liberty Authorized Repair Shops.

### **Conditions:**

1. This Add-on can be opted only if the vehicle is insured under a Motor Insurance Policy issued by the Company.
2. Coverage under this section can be availed only up to the maximum number of claims as specified and mentioned in the Policy Schedule.
3. The Voluntary Deductible amount applicable under Motor Insurance Policy shall be borne by the insured.

### **Exclusions:**

The company shall not be liable to offer coverage under this section in case of:

1. Loss or damage falling under the terms of the maintenance / warranty agreement by manufacturer / supplier or any AMC contract with Third party provider.

2. Repair/replacement that is not carried out at a Liberty Authorized Repair Shop.
3. Any kind of consequential losses
4. Repair / replacement work carried out beyond the damages accepted & settled by the Company under Own Damage section of the Private Car policy to which the add-on cover is attached.
5. Coverage under this Add-on section shall not be applicable for insured vehicle theft and total loss claims.

**Electric Vehicle (EV) for the purpose of this add-on means** an electric vehicle, also referred to as an electric drive vehicle, is a vehicle which uses one or more electric motors for propulsion. It is an alternative fuel automobile that uses electric motors and motor controllers for propulsion, in place of more common propulsion methods such as the internal combustion engine (ICE). Electricity can be used as a transportation fuel to power battery electric vehicles (EVs).

**Liberty Authorized Repair Shop for the purpose of this add-on means** any automobile repair shop which is formally approved by the Company as preferred Service Provider for repair of Insured Vehicle.

#### **14. Liberty Battery Secure:**

##### **Scope of Cover:**

In consideration of additional premium paid by the Insured as mentioned in the policy schedule, it is hereby understood and agreed, subject to the terms, conditions, exclusions, and limitations, that the Company will cover expenses incurred for repair and/or replacement as may be required due to consequential loss arising out of

- A. Unexpected Power Surge
- B. Water Ingression
- C. Short Circuit
- D. Spontaneous, unexplained, and uncontrolled exothermic electrochemical reactions.

causing loss or damage to battery, drive Motor/electric Motor and HEV (Hybrid electric vehicle) system (Collectively known as other insured parts), whether it forms part of or taken & fitted separately to the insured vehicle.

##### **Limits of Indemnity:**

- d) Total Loss of Battery and other insured parts – Actual cost of replacement subject to maximum indemnity amount as stated in the policy schedule.
- e) Partial Loss of Battery and other insured parts - Cost of repair subject to maximum indemnity amount as stated in the policy schedule.

##### **Conditions:**

- h) This Add-on can be opted only if the vehicle is insured under a Motor Insurance Policy issued by the Company.
- i) The battery and other parts insured under this Add on are used in accordance with the guidance and in accordance with the instructions from the manufacturer
- j) The battery and other Insured parts under this Add on are utilized for Insured vehicle only.
- k) Indemnity under this Add-on is limited to one claim during the policy year as applicable for own damage cover as specified in the schedule.

- l) Claim under this Add-on is intimated to the Company within 24 hours of occurrence of loss.
- m) Water ingress shall cover loss or damage to Battery and covered parts, even in case of, no loss or damage to insured vehicle payable under base policy

#### **Exclusions:**

The company shall not be liable for any claims under this section directly or indirectly arising out of:

- g) Loss or damage attributable to manufacturing defect or design or unauthorized alterations.
- h) Loss or damage to the battery and other insured parts falling under the terms of the maintenance / warranty agreement by manufacturer / supplier or any AMC contract with Third party provider.
- i) Any claim where the subject matter of claims is covered under any other type of insurance policy with any other insurer or manufacturer's warranty including recall campaign, goodwill compensation or under any other such packages at the same time.
- j) Loss or Damage arising during the maintenance, repair, dismantling of the battery or other insured parts.
- k) Arising out of the misuse of or use other than in accordance with manufacturer's recommendation of or use of any part / accessory which has not been approved by the manufacturer for the equipment.
- l) Any claim where Charging is not done as per the guidelines of OEM (original equipment manufacturer).
- m) Any claim where battery is already dead due untimely charging or any other purpose.
- n) Vehicle stopped due to over discharge of batteries and is not plugged for charge within 24 hrs from the time of stoppage.
- o) Loss or Damage/cost of repair associated due to direct consequence of wear and tear or of gradual deterioration due to atmospheric or climatic changes, moths, insects, and vermin.
- p) Any claim where the repair has been carried out without prior approval from the Company.
- q) Willful act or Willful negligence of the Insured or Insured's family or any other person authorized by the Insured.

#### **Warranty:**

- c) All suitable measures and directions issued by the manufacturer or respective authorities needs to be followed, at all times.
- d) The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or Damage that may give rise to the claim.

**No Claim Bonus:** Any claim under this add-on will impact the eligibility of No claim bonus during renewal of the Insured vehicle with the company.

**Cancellation:** Cancellation conditions of the add-on cover will be identical to the base policy to which the add-on cover is attached.

**Definitions:** For the purpose of this add-on,

- **Battery** means an electric-vehicle battery (EVB) (also known as a traction battery) which is a rechargeable battery used to power the electric motors of a battery electric vehicle (BEV) or hybrid

electric vehicle (HEV). The energy storage system in electric cars comes in the form of a battery. Electric vehicle batteries are typically lithium-ion batteries and differ from starting, lighting, and ignition (SLI) batteries. Lithium-ion batteries have a high power-to-weight ratio, high energy efficiency and good high-temperature performance. In practice, this means that the batteries hold a lot of energy for their weight, which is vital for electric cars – less weight means the car can travel further on a single charge.

- **Battery Electric Vehicle (BEV)** means an electric vehicle, also referred to as an electric drive vehicle, is a vehicle which uses one or more electric motors for propulsion. It is an alternative fuel automobile that uses electric motors and motor controllers for propulsion, in place of more common propulsion methods such as the internal combustion engine (ICE). Electricity can be used as a transportation fuel to power battery electric vehicles (BEVs).
- **Hybrid Electric Vehicle (HEV)** means a vehicle, powered by traditional petrol or diesel engine combined with an electric motor that runs on a hybrid battery. These cars can switch between the Internal Combustion Engine (ICE) and the electric motor or draw power from both sources depending upon the driving scenario.
- **Consequential Loss** would mean the loss / 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.
- **Drive Motor/electric Motor** is a motor fitted on the axles that converts electric energy into mechanical energy.
- **HEV (Hybrid electric vehicle) system** contains Electric motor, DC/DC step down converter, electric generator & power electronics controller

## **15. Liberty Complete Assistance for Private Car:**

**Scope of Cover:** In consideration of the payment of extra premium paid by the insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company agrees to provide the Insured, upon his request, to any one or more of the following assistance services to the insured vehicle during the Policy Period, through the network of the service providers as per the plan opted by the Insured and mentioned on the policy schedule :

### **C. Electric Vehicle :**

5. **Vehicle relocation to the nearest Repair centre in case of Major breakdown** - In the event of a break down of insured vehicle due to a mechanical or electrical fault which cannot be repaired on the spot, the Service Provider will assist in making arrangement for the insured vehicle to be towed to the nearest Authorized Service Center. Any costs and expenses pertaining to towing of the Insured vehicle over and above the Covered Distance shall be directly borne by the Insured and shall be paid to the Repair centre .

- 6. Vehicle relocation to the nearest Battery Charging Station in case of vehicle run out of charge**  
- In the event that a Insured vehicle runs out of charge and is immobilized while on a trip, the Service Provider will assist in making arrangement for the insured vehicle to be towed to the nearest Battery Charging Station or Repair Center whichever is nearest. Any costs and expenses pertaining to towing of the Insured vehicle over and above the Covered Distance shall be directly borne by the Insured and shall be paid to the Repair centre.
- 7. Emergency DC Charging** - In the event where Insured vehicle runs out of charge and is immobilized while on a trip, the Service Provider will assist in arranging the technician to provide emergency charging for upto 20 minutes to the Insured Vehicle on best effort basis. The cost of charging & labor will be borne by the Insured.
- 8. Onsite Repair Services** - In the event of a breakdown of insured vehicle due to a minor mechanical or electrical fault and immediate repair on the spot is deemed possible, the Service Provider shall assist the Insured by arranging a technician to reach the breakdown location. The cost of material & Spare Parts if required to repair the insured vehicle on the spot and any other incidental conveyance to obtain such material & spare parts will be borne by the Insured. This service will be provided when the Insured vehicle is not in a position to be driven to the nearest repair centre.
- 9. Changing of Flat tyre** - In the event Insured vehicle is immobilized due to a flat tyre, Service Provider will assist the Insured by organizing for a technician to get the punctured tyre fixed. Service Provider will bear the labour cost and round-trip conveyance costs of the technician. Material/spare parts if required to repair the Vehicle (including repair of flat spare stepney tyre) will be borne by the Insured. In case the spare tyre is not available in the Insured vehicle, the flat tyre will be taken to the nearest flat tyre repair shop for repairs & re-attached to the Vehicle. All incidental charges for the same shall be borne by the Insured.
- 10. Assistance in case of Lockout/ lost keys** - If the keys of the Insured vehicle is broken, lost, or misplaced, Service Provider (upon the request of the Insured) will arrange for the forwarding of another set from insured's place of residence or office by courier to the location of the Insured vehicle after receiving the requisite authorizations from the Insured with regards to the person designated to hand over the same to Service Provider. The Insured will be requested to submit an identity proof at the time of delivery of the keys.
- 11. Hydra Support** - If the Insured vehicle is stuck in a ditch, mud or snow, but is accessible through normal roadways, Service Provider will arrange service by either towing (through hydra) or the best alternatives available depending on the situation. The Service Provider shall not be liable for any third Party expense incurred for facilitation of this service. The same shall be payable to the third Party directly by the Insured.
- 12. Hotel Accommodation** - In the event that the Insured vehicle is immobilized at a place, at least 100 Kilometers away from the address of the Insured as appearing in the Policy Schedule and on-the-spot repairs could not be carried out, the Insured vehicle had to be towed away to a Repair shop/Garage for repairs and the vehicle is not delivered back on the same day within close of business hours of the Repair shop/Garage, the Service Provider shall arrange for hotel accommodation for the occupants of the vehicle (subject to the maximum of licensed carrying capacity of the Insured vehicle), for the period the vehicle is under repair in the Repair Shop/ Garage but not exceeding 2(Two) days.
- 13. Local Taxi** - In the event that the Insured vehicle is immobilized at a place, at least 100 Kilometers away from the address of the insured as appearing in the Policy Schedule, and the vehicle is under

Repair, the Service Provider shall arrange for an alternate hired car on best availability basis in that area for the period the vehicle is under Repair but not exceeding 2 (two) days on 8 (Eight) hours / 80 (Eighty) kilometers basis, to provide for the local travel of the Insured.

**14. Refreshment** - When the Insured vehicle is immobilized due to breakdown and insured is stranded on road, the insured shall be offered a refresher kit comprising of water bottle and wet tissue paper. The cost of refreshment would be borne by Service Provider & limited to water bottle & wet tissue paper.

**15. Journey Continuation By Taxi** - In the event the Insured vehicle is immobilized due to a breakdown, while travelling within Insured's city as mentioned in the policy schedule, Service Provider will assist the Insured by arranging Taxi to continue the journey or return to insured's home. Service Provider will bear cost in all such cases provided vehicle is towed to the workshop.

**16. Pick up & Drop** - On request of the insured, vehicle pickup & drop service for insured vehicle servicing would be provided to the Insured. The Service Provider would only act as a facilitator and services would be arranged on best effort basis. Any cost for servicing of the insured vehicle shall be directly borne by the Insured.

**17. Free Custody** - To release the Insured, custody for breakdown vehicle would be arranged by the Service Provider. This service would be available free of cost to the Insured on best effort basis.

**18. Assistance on call :**

- a) **Facilitate Finding nearest repairer/workshop** - Upon receipt of a call from the Insured for specific issues with the Insured vehicle requiring the contact details of the nearest repairer/workshop , the Service Provider will provide the same based on the updated information in the system.
- b) **Medical Assistance** - In the event the Insured vehicle meets with an accident and any of the occupants are injured, the Service Provider may provide for a conference call with nearest Medical Service Provider including an Ambulance Service Providers. The cost of such Service Providers shall be borne by the Insured. The role of Service Provider shall be limited to sharing of the contact details of medical professionals with the Insured. If such services are not available at the location of Breakdown, Service Provider shall not be held responsible for the same.
- c) **Legal Advice** - In the event the Insured vehicle meets with an accident and needs legal assistance, the Service Provider may provide for a conference call with the legal Service Providers or provide their contact details. The cost of such Legal Service Providers shall be borne by the Insured. Service Provider shall merely be a facilitator and shall not be held responsible for quality of services provided by the legal professionals. The role of Service Provider shall be limited to sharing of the contact details of legal professionals with the Insured. If such services are not available at the location of Breakdown, Service Provider shall not be held responsible for the same.
- d) **Hospital Admission** - If the Insured / Occupants in Insured vehicle suffers from any medical problem arising due to a Breakdown or an Accident of the Insured vehicle, the Service Provider shall assist Insured / Occupants for admission to nearby hospital, in order to provide convenience to the Insured. The Service Provider shall merely be a facilitator and shall not be held responsible for quality of services provided by the hospital.

- e) **SMS Alerts** - On the request of Assistance service, the Service Provider will share the confirmation SMS to Insured mobile number for activation of the service and will share technician contact details and final closure SMS.
- f) **Message Relay** - Service Provider will take charge of relaying urgent messages of the Insured relating to the breakdown of Insured vehicle to a designated person of their choice and the Company.

#### **Conditions:**

- 1) All additional expenses regarding replacement of a part, additional Fuel and any other service which does not form a part of the standard services mentioned above would be on chargeable basis by the Service provider
- 2) These services for “Emergency DC Charging” can be availed maximum at two times during the policy period. Further, the service/s shall get initiated only based on a specific request by the insured to the Company.

#### **Exclusions:**

The company shall not be liable for any claims under this section directly or indirectly arising out of:

- 1) providing the above-mentioned services under conditions of earthquake, war, invasion, rebellion, revolt, riot, civil commotion, civil war, exceptional adverse weather conditions, acts of terrorism, nuclear fission, strike, act(s) of government(s)/government agencies/judicial/ quasi-judicial authorities.
- 2) any claims where the Insured's vehicle is being used for the purpose of racing, rallying, motorsports, or is not being used/driven in accordance with applicable laws and regulations
- 3) Situation where breakdown is caused by deliberately inflicted damage, vandalism or participation in a criminal act or offence
- 4) any claim where the Insured's vehicle can be safely transferred on its own power to the nearest repairer/workshop.
- 5) any claims triggered by theft; any kind of consequential losses.
- 6) any loss which is covered under any other insurance policy or manufacturer's warranty or recall campaign or under any other such packages at the same time
- 7) any expenses for supply or replacement of parts/consumables
- 8) any loss/damage caused to the Insured's vehicle when it is being used/driven against the recommendations of the owner's/manufacturer's manual
- 9) any claims where services have been availed of without the prior consent of the Company

#### **D. Other than Electric Vehicles**

1. **Vehicle relocation to the nearest Repair Centre in case of Major breakdown** - In the event of a breakdown of insured vehicle due to a mechanical or electrical fault which cannot be repaired on the spot, the Service Provider will assist in making arrangement for the insured vehicle to be towed to the nearest repair centre. Any costs and expenses pertaining to towing of the Insured vehicle over and above the Covered Distance shall be directly borne by the Insured and shall be paid to the Repair centre.
2. **Onsite Repair Services** - In the event of a breakdown of insured vehicle due to a minor mechanical or electrical fault and immediate repair on the spot is deemed possible, the Service Provider shall assist the Insured by arranging for a technician to reach the breakdown location. The cost of material & Spare Parts if required to repair the insured vehicle on the spot and any other incidental conveyance to obtain such material & spare parts will be borne by the Insured. This service will be provided when the Insured vehicle is not in a position to be driven to the nearest repairer/workshop.
3. **Battery Jump Start** - In the event that the Insured vehicle is immobilized, due to rundown battery, Service Provider will assist the Insured for a Vehicle technician to jump start the Insured vehicle with appropriate means. If the run-down battery has to be replaced with a new battery, the cost of such battery replacement and any costs to obtain the battery will be borne by the Insured.
4. **Changing of Flat tyre** - In the event Insured vehicle is immobilized due to a flat tyre, Service Provider will assist the Insured by organizing for a technician to get the punctured tyre fixed. Service Provider will bear the labour cost and round-trip conveyance costs of the technician. Material/spare parts if required to repair the Vehicle (including repair of flat spare stepney tyre) will be borne by the Insured. In case the spare tyre is not available in the Insured vehicle, the flat tyre will be taken to the nearest flat tyre repair shop for repairs & re-attached to the Vehicle. All incidental charges for the same shall be borne by the Insured.
5. **Assistance in case of Lockout/ lost keys** - If the keys of the Insured vehicle is broken, lost, or misplaced, Service Provider (upon the request of the Insured) will arrange for the forwarding of another set from insured's place of residence or office by courier to the location of the Insured vehicle after receiving the requisite authorizations from the Insured with regards to the person designated to hand over the same to Service Provider. The Insured will be requested to submit an identity proof at the time of delivery of the keys.
6. **Arrangement of emergency fuel in case the vehicle runs out of fuel** - In the event that the Insured vehicle runs out of fuel and is immobilized while on a trip, the Service Provider will assist the Insured by organizing a Vehicle technician to supply emergency fuel at the location of the breakdown. The cost of fuel will be borne by the Insured. Service Provider will bear the labour and conveyance costs.
7. **Hydra Support** - If the Insured vehicle is stuck in a ditch, mud, or snow, but is accessible through normal roadways, the Service Provider will arrange service by either towing (through hydra) or the best alternatives available depending on the situation. The Service Provider shall not be liable for any third Party expense incurred for facilitation of this service. The same shall be payable to the third Party directly by the Insured.

8. **Hotel Accommodation** - In the event that the Insured vehicle is immobilized at a place, at least 100 Kilometers away from the address of the Insured as appearing in the Policy Schedule and on-the-spot repairs could not be carried out, the Insured vehicle had to be towed away to a Repair shop/Garage for repairs and the vehicle is not delivered back on the same day within close of business hours of the Repair shop/Garage, the Service Provider shall arrange for hotel accommodation for the occupants of the vehicle (subject to the maximum of licensed carrying capacity of the Insured vehicle), for the period the vehicle is under repair in the Repairer/Workshop but not exceeding 2(Two) days.
9. **Local Taxi** - In the event that the Insured vehicle is immobilized at a place, at least 100 Kilometers away from the address of the insured as appearing in the Policy Schedule, and the vehicle is in a Repairer/Workshop for repairs, the Service Provider shall arrange for an alternate hired car on best availability basis in that area. for the period the insured vehicle is under Repair but not exceeding 2 (two) days on 8 (Eight) hours / 80 (Eighty) kilometers basis, to provide for the local travel of the Insured.
10. **Refreshment** - When the Insured vehicle is immobilized due to breakdown and insured is stranded on road, the insured shall be offered a refresher kit comprising of water bottle and wet tissue paper. The cost of refreshment would be borne by Service Provider & limited to water bottle & wet tissue paper.
11. **Journey Continuation By Taxi** - In the event the Insured vehicle is immobilized due to a breakdown, while travelling within Insured's city as mentioned in the policy schedule, Service Provider will assist the Insured by Taxi to continue the journey or return to insured's home. Service Provider will bear cost in all such cases provided insured vehicle is towed to the repairer/workshop.
12. **Pick up & Drop** - On request of the insured, vehicle pickup & drop service for insured vehicle servicing would be referred to Insured. The Service Provider would only act as a facilitator and services would be arranged on best effort basis. Any cost for servicing of the insured vehicle shall be directly borne by Insured.
13. **Wrong Fueling** - In the event of the Insured vehicle is immobilized due to incorrect fueling, the Service Provider will assist in making arrangement for the Insured vehicle to be towed to the nearest repairer/workshop provided the Insured agrees to pay directly the charges and expenses for such services to the repairer/workshop.
14. **Free Custody** - To release the Insured, custody for breakdown vehicle would be arranged by the Service Provider. This service would be available free of cost to the Insured on best effort basis.
15. **Assistance on call :**
  - a) **Facilitate Finding nearest repairer/workshop** - Upon receipt of a call from the Insured for specific issues with the Insured vehicle requiring the contact details of the nearest repairer/workshop, the Service Provider will provide the same based on the updated information in the system.
  - b) **Medical Assistance** - In the event the Insured vehicle meets with an accident and any of the occupants are injured, the Service Provider may provide for a conference call with nearest Medical Service Provider including an Ambulance Service Providers. The cost of such Service Providers shall be borne by the Insured. The role of Service Provider shall be limited to sharing of the

contact details of medical professionals with the Insured. If such services are not available at the location of Breakdown, Service Provider shall not be held responsible for the same.

- c) **Legal Advice** - In the event the Insured vehicle meets with an accident and needs legal assistance, the Service Provider may provide for a conference call with the legal Service Providers or their contact details. The cost of such legal Service Providers shall be borne by the Insured. Service Provider shall merely be a facilitator and shall not be held responsible for quality of services provided by the legal professionals. The role of Service Provider shall be limited to sharing of the contact details of legal professionals with the Insured. If such services are not available at the location of Breakdown, Service Provider shall not be held responsible for the same.
- d) **Hospital Admission** - If the Insured/Occupants in Insured vehicle suffers from any medical problem arising due to a Breakdown or an Accident of the Insured vehicle, Service Provider shall assist Insured/occupants for nearby hospital admission, in order to provide convenience to the Insured. The Service Provider shall merely be a facilitator and shall not be held responsible for quality of services provided by the hospital.
- e) **SMS Alerts** - On the request of Assistance service, the Service Provider will share the confirmation SMS to Insured mobile number for activation of the service and will share technician contact details and final closure SMS.
- f) **Message Relay** - Service Provider will take charge of relaying urgent messages of the Insured relating to the breakdown of Insured vehicle to a designated person of their choice and the Company.

#### **Conditions:**

- 1) All additional expenses regarding replacement of a part, additional Fuel and any other service which does not form a part of the standard services mentioned above would be on chargeable basis by the Service Provider.
- 2) These services for “Arrangement of emergency fuel” can be availed maximum at two times during the policy period. Further, the service/s shall get initiated only based on a specific request by the insured to the Company.

#### **Exclusions:**

The company shall not be liable for any claims under this section directly or indirectly arising out of:

- 1) providing the above-mentioned services under conditions of earthquake, war, invasion, rebellion, revolt, riot, civil commotion, civil war, exceptional adverse weather conditions, acts of terrorism, nuclear fission, strike, act(s) of government(s)/government agencies/judicial/ quasi-judicial authorities.
- 2) any claims where the Insured’s vehicle is being used for the purpose of racing, rallying, motorsports, or is not being used/driven in accordance with applicable laws and regulations

- 3) Situation where breakdown is caused by deliberately inflicted damage, vandalism or participation in a criminal act or offence
- 4) any claim where the Insured's vehicle can be safely transferred on its own power to the nearest repairer/workshop.
- 5) any claims triggered by theft; any kind of consequential losses.
- 6) any loss which is covered under any other insurance policy or manufacturer's warranty or recall campaign or under any other such packages at the same time
- 7) any expenses for supply or replacement of parts/consumables
- 8) any loss/damage caused to the Insured's vehicle when it is being used/driven against the recommendations of the owner's/manufacturer's manual
- 9) any claims where services have been availed of without the prior consent of the Company

**Add-on Plans:** The above-mentioned Assistance services will be allowed in the below mentioned combinations of Plans only.

**a. Electric Vehicle :**

Sr. No.	Featured Benefits	Plan A	Plan B	Plan C
1	Vehicle relocation to the nearest Repair centre in case of Major breakdown	Yes	Yes	Yes
2	Vehicle relocation to the nearest battery charging station in case of vehicle run out of charge	Yes	Yes	Yes
3	Emergency DC Charging	Yes	No	No
4	Onsite Repair Services	Yes	Yes	Yes
5	Changing of Flat tyre	Yes	Yes	Yes
6	Assistance in case of Lockout/ lost keys	Yes	No	No
7	Hydra Support	Yes	No	No
8	Refreshment	Yes	No	No
9	Hotel Accommodation	Yes	No	No
10	Local Taxi	Yes	No	No
11	Journey Continuation By Taxi	Yes	No	No
12	Pick up & Drop	Yes	No	No
13	Free Custody	Yes	No	No
14	<b>Assistance on call :</b> a) Facilitate Finding nearest repairer/workshop b) Medical Assistance c) Legal Advice d) Hospital Admission e) SMS Alerts f) Message Relay	Yes	Yes	No

**b. Other than Electric Vehicle :**

Sr. No.	Featured Benefits	Plan A	Plan B	Plan C
1	Vehicle relocation to the nearest Repair centre in case of Major breakdown	Yes	Yes	Yes
2	Onsite Repair Services	Yes	Yes	Yes
3	Changing of Flat tyre	Yes	Yes	Yes
4	Battery Jump Start	Yes	Yes	No
5	Arrangement of emergency fuel in case the vehicle runs out of fuel	Yes	Yes	No
6	Assistance in case of Lockout/ lost keys	Yes	No	No
7	Hydra Support	Yes	No	No
8	Refreshment	Yes	No	No

9	Hotel Accommodation	Yes	No	No
10	Local Taxi	Yes	No	No
11	Journey Continuation By Taxi	Yes	No	No
12	Pick up & Drop	Yes	No	No
13	Wrong Fueling	Yes	No	No
14	Free Custody	Yes	No	No
15	<b>Assistance on call :</b> a) Facilitate Finding nearest repairer/workshop b) Medical Assistance c) Legal Advice d) Hospital Admission e) SMS Alerts f) Message Relay	Yes	Yes	No

**Covered Distance & Territorial Scope:** The above Assistance Services provided will be within a radius of 100 Kms from the place of breakdown to nearest available vendor / repairer within the Republic of India excluding islands. Cost of Services beyond the coverage as mentioned shall be borne by the insured.

**EV for the purpose of this add-on means an** electric vehicle, also referred to as an electric drive vehicle, is a vehicle which uses one or more electric motors for propulsion. It is an alternative fuel automobile that uses electric motors and motor controllers for propulsion, in place of more common propulsion methods such as the internal combustion engine (ICE). Electricity can be used as a transportation fuel to power battery electric vehicles (EVs).

## GRIEVANCE REDRESSAL PROCEDURE

We are concerned about you and are committed to extend the best possible services. In case you are not satisfied with our services or resolutions, please follow the below steps for redressal.

### Step 1

**Call us** on Toll free number: **1800-266-5844**

(8:00 AM to 8:00 PM, 7 days of the week)

or

**Email us** at: [care@libertyinsurance.in](mailto:care@libertyinsurance.in)

or

**Write to us** at:

**Customer Service**

**Liberty General Insurance Ltd.**

Unit 1501 &1502,15<sup>th</sup> Floor, Tower 2,  
One International Center, Senapati Bapat Marg,  
Prabhadevi, Mumbai – 13.

### Step 2

If our response or resolution does not meet your expectations, you can escalate at [Manager@libertyinsurance.in](mailto:Manager@libertyinsurance.in)

### Step 3

If you are still not satisfied with the resolution provided, you can further escalate at [ServiceHead@libertyinsurance.in](mailto:ServiceHead@libertyinsurance.in)

An acknowledgement will be sent on receipt of your concern, we would then investigate the matter internally and respond with a suitable resolution. Please share your contact details to enable us to get in touch with you.

In case you are not satisfied with the decision or resolution provided by the company you may approach the Insurance Ombudsman for redressal. The details of Insurance Ombudsman offices are given below:

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, Dadra & Nagar Haveli, Daman and Diu.	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:gio.ahmedabad@cioins.co.in">gio.ahmedabad@cioins.co.in</a>
Karnataka	Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:gio.bengaluru@cioins.co.in">gio.bengaluru@cioins.co.in</a>
Madhya Pradesh and Chhattisgarh	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: <a href="mailto:gio.bhopal@cioins.co.in">gio.bhopal@cioins.co.in</a>
Orissa	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: <a href="mailto:gio.bhubaneswar@cioins.co.in">gio.bhubaneswar@cioins.co.in</a>
Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & 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: <a href="mailto:gio.chandigarh@cioins.co.in">gio.chandigarh@cioins.co.in</a>

Tamil Nadu, Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).	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: <a href="mailto:gio.chennai@cioins.co.in">gio.chennai@cioins.co.in</a>
Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:gio.delhi@cioins.co.in">gio.delhi@cioins.co.in</a>
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:gio.guwahati@cioins.co.in">gio.guwahati@cioins.co.in</a>
Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	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 - 23312122 Fax: 040 - 23376599 Email: <a href="mailto:gio.hyderabad@cioins.co.in">gio.hyderabad@cioins.co.in</a>
Rajasthan	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:gio.jaipur@cioins.co.in">gio.jaipur@cioins.co.in</a>
Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	Office Of The Insurance Ombudsman LIC Of India, 10Th Floor, 'Jeevan Prakash', Divisional Office, M G Road, Ernakulam Kochi – 682011 Tel.: 0484-2358759/2359338 Fax: 0484-2359336 Email: <a href="mailto:gio.ernakulam@cioins.co.in">gio.ernakulam@cioins.co.in</a>
West Bengal, Sikkim, Andaman & Nicobar Islands.	Office of the Insurance Ombudsman, Hindustan Bldg. Annex, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:gio.kolkata@cioins.co.in">gio.kolkata@cioins.co.in</a>
Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gajipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahrach, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	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: <a href="mailto:gio.lucknow@cioins.co.in">gio.lucknow@cioins.co.in</a>
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annex, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: <a href="mailto:gio.mumbai@cioins.co.in">gio.mumbai@cioins.co.in</a>
State of Uttarakhand and the following Districts of Uttar Pradesh:	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15,

Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	Distt: Gautam Buddh Nagar, U.P-201301. Tel: 0120-2514252 / 2514253 Email: <a href="mailto:gio.noida@cioins.co.in">gio.noida@cioins.co.in</a>
Bihar,  Jharkhand.	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: <a href="mailto:gio.patna@cioins.co.in">gio.patna@cioins.co.in</a>
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	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: <a href="mailto:gio.pune@cioins.co.in">gio.pune@cioins.co.in</a>

### **GOVERNING BODY OF INSURANCE COUNCIL**

Shri P.N. Gandhi, Secretary General  
 Smt Moushumi Mukherji, Secretary  
 3<sup>rd</sup> Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai – 400 054.  
 Tel: 022 – 26106889 / 671 / 980  
 Fax: 022 – 26106949  
 Email: [inscoun@cioins.co.in](mailto:inscoun@cioins.co.in)

For updated details of Insurance Ombudsman Offices you may visit Governing Body of Insurance Council (GBIC) website at <http://www.gbic.co.in/ombudsman.html> or our website at <https://www.libertyinsurance.in/customer-support/grievance-redressal>

### Insurance Act,1938, Section 41-Prohibition of Rebate

1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind or risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy, accept any rebate except such rebate as may be allowed in accordance with the prospectuses or tables of the Insurer.
2. Any person making default in complying with the provisions of this section shall be liable for a penalty, which may extend to Ten Lakh rupees.

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For the latest details of Ombudsman offices, please visit the Insurance Ombudsman website at the following link: <https://www.cioins.co.in/Ombudsman>