

Chola Tractor Seamless Package Policy

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Preamble

In consideration of You having applied to Us to insure Your Vehicle by a proposal and declaration which shall be the basis of this contract and having paid to Us the premium stated in the Policy Schedule in accordance with the applicable laws and regulations, We will insure You against accidental loss or damage to the vehicle and/or liability arising out of the Use of vehicle, as described in this Policy, occurring during the Period of Insurance, subject to the terms, conditions, endorsements, clauses or warranties forming part of the this policy.

Cholamandalam MS General Insurance Company Limited

Registered Office: 2nd Floor, "Dare House" No.2, NSC Bose Road, Chennai - 600 001.

Toll Free: 1800 208 5544 | Ph: 044 4044 5400 | Fax: 044 4044 5500 |

E-mail: customercare@cholams.murugappa.com | www.cholainsurance.com

PAN AABCC6633K CIN: U66030TN2001PLC047977 IRDAI Regn. No.123

**1. General Definitions:**

'We' / 'Us' / 'Our' / Insurer / Company	Refers to Cholamandalam MS General Company Limited registered at 'Dare House , 2 nd Floor, No.2 N.S.C. Bose Road, Chennai 600 001, India.
You, Your, Yourself / Insured	Refers to the person or persons described in The Schedule as You.
Motor Vehicle	The Vehicle means a Motor Vehicle as per the Motor Vehicles Act, 1988 and as Insured under this Policy including tools/ accessories originally supplied by Manufacturer along with the Vehicle.
Insured Vehicle	Refers to Vehicle proposed for insurance to Cholamandalam MS General Company Ltd and Insured under this policy.
Proposal	A signed document with completed questionnaires and declaration(s) and any information in addition thereto supplied to Us by You or on Your behalf for the purpose of this insurance.
Cover-note	A document confirming provisional insurance cover to the vehicle and ceases to be valid once applicable policy is issued or 60 days whichever is earlier.
Policy	The contract of insurance between You and Us. It includes schedule, certificate of insurance and any endorsements applicable with respective benefits, terms, conditions, exceptions, exclusions and limitations.
Geographical Area	India unless specifically declared in the proposal and stated in the policy.
Terms of Policy	Refers to various terms, conditions, exceptions and limitation of the policy including the schedule
Certificate of Insurance	A document that certifies You have the motor insurance You need by law, in accordance with Form 51 in terms of Rule 141 of Central Motor Vehicles Rules,1989
Schedule	The part of Your Policy containing specific information applicable to this contract of Insurance which gives details of Yourself, the cover provided by this Policy and describes the Person/Persons who are permitted to drive Your Vehicle and the limitations as to use.
General Regulations	Various regulations governing the Motor Insurance as specified in the policy.
Period of Insurance	Period commencing from the effective date & time as shown in the Policy Schedule and terminating on expiry date as shown in Schedule. The period You are covered for as shown on Your Certificate of insurance and Schedule.
Sum Insured (SI)	SI is the value fixed for your vehicle at the time of commencement of insurance based on your proposal and can vary depending on the point of transit / sale/ transaction.
Market value	Shall mean the cost of replacing Your vehicle with one of the same make and model, of similar condition, specification and age as prevailing immediately prior to the accident.
Accessories	Parts of Your Vehicle which are not directly related to how it works as a vehicle. However an accessory if any fitted to the vehicle and included in manufacturer's listed selling price of the vehicle, will be considered as part of the vehicle.

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NO CLAIM BONUS (NCB)	Registered Owner is entitled for a No Claim Bonus (NCB) on the premium of Own Damage section of the policy, if no claim is made or pending during the preceding year of a single 12 months uninterrupted policy covering a vehicle in your name
Malus	Malus is loading of own damage or TP premium based on past claims experience of the You / vehicle.
Deductible	The Amount to be deducted from any payment that otherwise would be made by Us to You unless specifically excluded. This deductible, however, will not be applicable in respect of payments to be made on Total Loss / Constructive Total Loss claims.
Preferred garages / Workshops (PG) / Identified garages	PG means repairers listed in this booklet and may be changed from time to time. Latest list will be available with the office.
Constructive Total Loss (CTL) of You vehicle	You vehicle shall be treated as a CTL, if the aggregate cost of retrieval and / or repair of the vehicle, subject to the terms of the policy, exceeds 75% of the sum insured
Terrorism	Any act including, but not limited to, Use of force or violence and / or the threat thereof, of any person or groups of persons whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological, ethnic or similar purpose, including the intention to influence any government and / or to put the public, or any section of the public in fear.
Occurrence	Means any one physical cause (not otherwise excluded) or series of physical causes (not otherwise excluded) arising directly or indirectly from one original physical cause (not otherwise excluded) or series of similar physical causes (not otherwise excluded) without the intervention of any other cause starting from a new and independent source which occurs during the period of Insurance
Endorsement	A document effecting any addition/alteration in the terms, conditions and the details of the policy.

2. General Conditions**For the Manufacturer and the Dealer**

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 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 the knowledge of any impending Prosecution, Inquest or Fatal Inquiry in respect of any occurrence, which may give rise to a claim under this Policy. In case of theft or other criminal act, which may be the subject of a claim under this policy, the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the Offender.

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2. No admission, offer, promise, payment, indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damage or otherwise and shall have full discretion in the conduct or 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. At any time after the happening of any event giving rise to a claim or series of claim under Sub Section – I (ii) of this Policy, the Company may pay to the insured the full amount of the Company's liability under that Sub-Section and relinquish the conduct of any defense settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company relinquishing such conduct, nor shall the Company be liable for any costs or expense whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
4. 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 wreck.
 - b. For partial losses i.e. the losses other than loss/ construction total loss of the vehicle – actual and reasonable costs of repair and / or replacement of parts lost / damage subject to depreciation as per limits specified.
5. The Insured shall take all reasonable steps to safeguard the vehicle from loss and damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the Completely Built Unit (CBU) or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the insured 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 further damage to the vehicle shall be entirely at the insured's own risk.
6. The Company may cancel this policy by sending seven days' notice by recorded delivery to the Insured at the insured's last known address and in such event will return to the Insured the premium paid less the premium for the actual turnover till date of cancellation (transit portion) less the pro-rata portion thereof for the period the policy has been in force (storage / motor trade portion) or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the current period of insurance) the Insured shall be entitled to return of premium less premium on the actual turnover till date of cancellation (transit portion) less premium at the Company's Short Period Rates for the period the Policy has been in force (storage / motor trade portion).
7. If at the time any claim arises under this Policy there is any other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss, damage, compensation, costs or expense provided always that nothing in this condition shall impose on the company any liability from which but for this condition it would have been relieved under provision 3 (a) of Section II of this policy.

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8. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole Arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single Arbitrator within 30 days of any part invoking Arbitration, the same shall be referred to a panel of three Arbitrators, comprising of two Arbitrators to be appointed by such two Arbitrators who shall act as the presiding Arbitrator and Arbitration shall be conducted under and in accordance with the provision of the Indian Arbitration and Conciliation Act 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such Arbitrator / Arbitrators of the amount of loss or damage shall be first obtained.

It is also further expressed agreed and declared that if the company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of the suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall no there after be recoverable hereunder.

9. The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by Insured and the truth of the statement and answers in the said proposals shall be conditions precedent to any liability of the Company to make any payment under this Policy.
10. If the property hereby insured at the dealer's premises (during storage cover) shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly.
11. The Policy shall be in force for a period of one year from the date of commencement of policy unless the premium (under transit portion) is exhausted earlier due to dispatches, in which case no coverage will be available for further CBUs. It shall be the duty of the insured to maintain sufficient balance of premium under the policy to ensure compliance of Sec 64 VB of Insurance Act 1938.
12. The total value of the goods dispatched under the policy shall be declared on monthly basis in the form of certified statement before 5th of subsequent month.

For the Final Buyer / Registered Owner

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

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company

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shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this policy. In case of theft or criminal act which may be the subject of a claim under this policy the insured shall give immediate notice to the police and co-operate with the company in securing the conviction of the offender.

2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defense or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or 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. At any time after the happening of any event giving rise to a claim under Section II of this Policy the Company may pay to the insured the full amount of the Company's liability under the Section and relinquish the conduct of any defense settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defense settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct.

4. The Company may at its own option repair reinstate or replace the vehicle insured 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.

5. The Insured shall take all reasonable steps to safeguard the vehicle insured 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 insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured 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.

6 The Company may cancel the policy by sending seven days notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

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7. If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute/difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and the arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act,1996.

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. The due observance and fulfillment of the terms conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be condition precedent to any liability of the Company to make any payment under this policy.

9. 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 loss, damage or liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation cost or expense

Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and / or the Insured's Family shall be a condition present to any liability of the Company under this Policy.

2. Reasonable Care.

The Insured shall:

2.1 Take all reasonable steps to safeguard the contents and the Insured Premises against and insured event

2.2 Take all reasonable steps to prevent a claim from arising under this Policy;

2.3 ensure that any security system of aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer of if none then as may be required, and kept in good and effective working condition:

2.4 When the Insured Premises are left unattended ensure that all means of entry to or exit from the Insured Premises have been properly and safely secured and any security system or aid has been properly deployed.

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3 Duties and Obligations after Occurrence of an Insured Event

It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give to a claim under this Policy:

3.1 The Insured shall immediately and in any event within 3 days give written notice at the same to the address shown in the Schedule for this purpose and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and

3.2 In respect of Cover 1. and any other claim under any other Cover as advised by the Company, immediately lodge a complaint with the policy detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and

3.3 the Insured shall within 3 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company. And

3.4 The Insured shall expeditiously provide the Company and its representatives and appointees with the information, assistance, records and documentation that the might reasonably require, and

3.5 the Insured shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defense and/or settlement of any such claim, for which purpose the Insured shall give all the information and assistance that the Company may reasonably require.

4 Contribution

If, at the time of any Claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim, the then the Company shall not be liable to pay or contribute more than its rate able proportion of any loss or damage.

5 Subrogation

The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

6. Fraud

If the Insured or any claimant under this Policy shall make or advance any claim knowing same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all claims or payments hereunder shall

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be forfeited.

7. Cancellation

7.1 This Policy may be cancelled by or on behalf of the Company by giving the Insured at least 16 days written notice and in such event the Company shall refund to the Insured a pro rata premium for the unexpired Policy Period. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.

7.2 This Policy may be cancelled by the Insured at any time by giving at least 14 days written notice to the Company. The Company will refund premium on a pro-rata basis by reference to the time cover is provided, subject to a minimum retention of premium of 25%. No refund of premium shall be due on cancellation if the Insured has made a claim under this Policy.

8. Dispute Resolution

8.1 If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the disputes or if they cannot agree upon a single arbiter within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators comprising two arbitrations one to be appointed by each of the parties to the dispute/difference and a third arbitrators to be appointed by such two arbitrators who shall act as the presiding arbitrator and the arbitration shall be conducted in accordance with the provision of the Arbitration & Conciliation Act, 1996.

8.2 The applicable law in and of the arbitration shall be Indian Law

8.3 The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitrations shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.

8.4 It is agreed conditions precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.

8.5 In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

9. Notices

9.1 Any and all notices and declarations for the attention or the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule.

9.2 Any and all notices and declarations for the attention of the Insured shall be posted to the Insured's address stated in the Schedule.

10. Governing Law.

The Construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section heading of this Policy are included for descriptive purposes only and

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do not form part of this Policy for the purpose of its constructions or interpretation

11. Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, Which approval shall be evidenced by an endorsement on the Policy.

12. Territorial Limits

This Policy covers insured events arising during the Policy Period within India (save in respect of Cover 8) The Company's Liability to make any payment shall be to make payment within India and in Indian Rupees only.

3. Claims Conditions**3.1 Notice of Accidents –**

Notice is to be given to Us IMMEDIATELY but not later than 3 days from the date of occurrence for which there may be any claim for loss damage and/or liability, and thereafter you will give all such information as We may require.

Every letter claim writ summons and/or process or copy thereof shall be forwarded to Us IMMEDIATELY on receipt by you.

Notice shall also be given in writing to Us IMMEDIATELY if You have knowledge of any impending prosecution, inquest or fatal inquiry which may give rise to a claim under this Policy.

1. In case of theft or criminal act which may be the subject of a claim under this Policy You will give IMMEDIATE notice to the police and co-operate with Us in securing the conviction of the offender. Failure to lodge a claim with Police Authorities within 5 (Five) hours of noticing the loss / theft of vehicle / accessories will prejudice entertainment / acceptance of claim.

3.2 Claims Procedure –

No admission offer promise payment or indemnity is to be made or given by or on behalf of You without our written consent and We will be entitled to, if We so desire, to take over and conduct in Your Name the defense or settlement of any claim or to prosecute in Your Name for Your benefit any claim for indemnity or damages or otherwise and We will have full discretion in the conduct of any proceedings or in the settlement of any claim and You will give all such information and assistance as We may require.

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**3.3 Contribution –**

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, We will not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense. Further, a copy of intimation of the loss lodged with the other Insurer (Co-Insurer) should be lodged with Us.

3.4 Arbitration –

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute / difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if We have disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it will be condition precedent to any right of action or suit upon this policy arising out of the above that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

3.5 Conditions Precedent to the Company's Liability –

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 by You and the truth of the statements and answers in the said proposal will be conditions precedent to any liability of Ours to make any payment under this Policy.

3.6 Legal Representative –

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 You 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 in the name(s) of the heir(s) or obtain a new insurance policy for the 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 Us accordingly within the aforesaid period. All such applications should be accompanied by:-

- a) Insured's Death Certificate,
- b) Proof of title to the vehicle, and

- c) Original Policy and Certificate of Insurance.

3.7 Basis of Own Damage Claims Settlement

We may at our 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 Our total liability shall not exceed:

- a. for total loss / constructive total loss of the vehicle – Basis of settlement will depend on the nature of value fixation at the time of entering the contract which could be Insured's Declared Value (IDV) or Reinstatement Value Basis (RVB) or Market Value (MVB) 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 but not exceeding the Insured Value.

3.8 Recovery of Stolen Vehicle

In the event of recovery of stolen vehicle, You shall take immediate steps to get release of the Your vehicle subject to satisfactory inspection of the same by Us.

You shall take all steps to take immediate possession of the stolen vehicle on recovery by the police. Physical inspection of the vehicle by Us is mandatory at the time of taking possession of the vehicle. Documentation of the delivery should be completed in full including submission of 'Police Recovery Memo'

3.9 Abandonment of Own Damage Claim

It is also hereby further expressly agreed and declared that if We disclaim our liability towards You for any claim hereunder and such claim shall not, within three calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

3.10 Subrogation of rights

You shall subrogate all your legal rights against third parties responsible for any loss in our favour before settlement of claim. Further, You should also co-operate with Us through submission of necessary documents and evidence to proceed against such third parties. Compensation received through legal proceedings will be to our total benefit.

4. General exclusions (Applicable to all sections of the policy)

For the manufacturer and Dealer.

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

1. Any accidental loss, damage and / or liability caused, sustained or incurred outside the Geographical Area of India.
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 "limitations as to use"
 - OR
 - b. Being driven by or is for the purpose of being by him in the charge of any person other than Driver.
4.
 - a. Any accidental loss or damage to any property whatsoever or any loss or Expense whatsoever resulting or arising there from or any consequential loss
 - b. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, 'combustion' shall include any self-sustaining process of nuclear fission.
5. Any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

The Company shall not be liable in respect of any accidental loss, damage and / or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or war like 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 except under Section – II – I (i) of this policy whilst the Insured or any person driving with general knowledge and consent of the Insured in under the influence of intoxicating liquor or drugs 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 consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

1. Rat bites, Rodents & Insects, Bird Droppings.

For the Final Buyer

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

- (1) any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
- (2) any claim arising out of any contractual liability;
- (3) any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is

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(a) being used otherwise than in accordance with the 'Limitations as to Use'

or

(b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.

(4) (a) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

(b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing 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 damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

(6) any accidental loss damage/liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), civil war, mutiny, rebellion, military or usurped power or by any direct or indirect 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.

No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on arising out of or howsoever attributable to any of the following:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion revolution, insurrection military or usurped power or civil commotion or loot or pillage in connection herewith
2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
4. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to nuclear weapons material by or arising from or in consequences of or contributes to by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission)
5. Policy subject to terrorism damage exclusion warranty: Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense or whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(S) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and / or to put the public, or any section of the public in fear. "The warranty also excludes loss, damage, case or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relation to action taken in respect of any act of terrorism. If the Company alleges that by reason of this exclusion, any loss, Damage, cost or expenses is covered by this insurance the burden of proving the contrary shall be upon the insured.

SECTION I (a) (I) - LIABILITY TO THIRD PARTIES

For the manufacturer and the dealer.

- A. During Transit / Storage: - As per Public Liability Clause.
- B. Whilst used for Motor Trade Purposes:
1. Subject to the limits of liability, the Company will indemnify the Insured in the event of an accident caused by or arising out of the use of the vehicle against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of:
 - i) Death or bodily injury to any person caused by or arising out of the use (including the loading and / or unloading of the CBU.
 - ii) Damage to property caused by the use (including the loading and / or unloading of the CBU. The liability of the Company is restricted to Rs. 7.50 Lacs.

PROVIDED ALWAYS:

- a) The Company shall not be liable in respect of death injury or damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the Vehicle insured for loading thereon or the taking away of the load from the Vehicle insured after unloading there from.
 - b) Except so far as is necessary to meet the requirement of the Motor Vehicle Act, 1988, the Company shall not be liable in respect of death of or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.
 - c) Except so far as is necessary to meet the requirement of the Motor Vehicle Act, 1988, in relation to liability under the Workmen's Compensation Act, 1923, the Company shall not be liable in respect of death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the Vehicle insured at the time of the occurrence of the event out of which any claim arises.
 - d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody or in the control of the insured or a member of the Insured's household or being conveyed by the insured Vehicle.
 - e) The Company shall not be liable in respect of damage to any bridge and / or weigh bridge and / or viaduct and / or to any road and / or anything beneath by vibration by the weight of the insured Vehicle and / or load carried by the insured Vehicle.
2. The Company will pay all costs and expenses incurred with its written consent.
 3. In terms of and subject to the limitation of the indemnity granted by this Section to the Insured the Company will indemnify any Driver provided that such Driver:
 - b) Is not entitled to indemnify under any other policy.

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- c) Shall as though he was the Insured observe, fulfill and be subject to the terms, exceptions and conditions of this policy in so far as they apply.

4. 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 Section and
- b) Undertake the defense of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event, which may be the subject of indemnity under this Section.

5. 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 personal representative(s) in their terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they apply.

For the Final Buyer

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

- i) death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.
- ii) damage to property caused by the use (including the loading and/or unloading) of the vehicle.

PROVIDED ALWAYS THAT:-

(a) The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from.

(b) Except so far as is necessary to meet the requirements of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.

(c) Except so far as is necessary to meet the requirements of the Motor Vehicle Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.

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(d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the insured or a member of the insured's household or being conveyed by the insured vehicle.

(e) The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.

(f) Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.

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 insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply.

4. 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 section; and
- b. undertake the defense of proceedings in any court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section.

5. 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(s) in terms of and subject to the limitations of this policy provided that such personal representative(s) shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply.

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 I (a) (II) - PERSONAL ACCIDENT COVER FOR OWNER-DRIVER (for the final buyer)

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

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

Provided always that

- 1) the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 15 lakhs during any one period of insurance.
- 2) no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- 3) 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;
- (a) the owner-driver is the insured named in this policy.
- (b) 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

SECTION 2: LOSS OF OR DAMAGE TO THE VEHICLE INSURED

1. Cover

1.1 Loss of or Damage to Your Vehicle

For the Manufacturer and the Dealer

The Company will indemnify the Insured against such loss or damage to the CBU and / or its accessories whilst thereon:

- A. Whilst in transit by Road / Rail: As per Inland Transit Clause "A" and SRCC Clause (affixed in the manual). (Refer annexure I & II Page Nos 33, 34 & 35)
- B. During Storage or moving on its own power:-

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- (a) by Fire, Explosion, self ignition or lightning;
- (b) by Burglary, Housebreaking or Theft;
- (c) by Riot and Strike;
- (d) by Earthquake (Fire and Shock damage);
- (e) by Flood, Typhoon, Hurricane, Storm, Tempest, Inundation, Cyclone, Hailstorm, Frost
- (f) by accidental external means
- (g) by malicious act;
- (h) By terrorist activity. (excluding during storage at TKM's Factory stock yard^s)

USER VEHICLES COMING FOR SERVICE/REPAIRS:

- a) In addition to the CBUs covered under Motor Trade Certificates, Accidents whilst under the custody of the Dealer when taken for trial / Inspection of the vehicle are also covered against Road Risk Only within the Radius of 120 KMs.
- b) Policy does not cover accidents / damages occurring inside the showroom, workshop and Stockyard of the Dealer.
- c) Filing of FIR for claim amount exceeding Rs.25, 000/- is compulsory. The Claims are also subject to Depreciation Clause as specified in the All India Motor Tariff.
- d) Assessment of claim through a Panel Surveyor is compulsory wherever claim estimate exceeds Rs.10, 000/-.

COVERAGE FOR CBUs MOVING ON ITS OWN-POWER BEYOND 120 KMS;

Coverage for vehicles, which are moving beyond 120 Kms on its own power can be obtained on optional basis. Separate Endorsements will be issued for each transit as per the provisions of the Motor Trade Road Transit Risks (Class E of the Motor Tariff). Risk can be obtained on Declaration basis also.

PROVIDED ALWAYS that the company shall not be liable to make any payment in respect of (a) Consequential Loss, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakage's nor for damage caused by overloading or strain nor (b) damage to tyres unless such CBU is also damaged at the same time. (Where claim becomes payable reimbursement towards cost of tyres & tubes will be at 100% in case of transit claims and 50% in others).

In the event of the CBU being disabled by reason of loss or damage covered under this policy, the Company will bear the cost of protection and removal to the nearest repairers and of redelivery to the insured but not exceeding in all Rs.1500/- in respect of any one accident.

For the Final Buyer / Registered Owner

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;

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- 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, batteries and air bags | - | 50% |
| 2. For fiber glass components | - | 30% |
| 3. For all parts made of glass | - | Nil |

4. Rate of depreciation for all other parts including **wooden parts** will be as per the following schedule

AGE OF VEHICLE**% OF DEPRECIATION**

Not exceeding 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 years but not exceeding 10 years.....	40%
Exceeding 10 years.....	50%

3. 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 nor for damage caused by overloading or strain of the insured vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless such insured vehicle is stolen at the same time.

(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) Any accidental loss or damage suffered whilst the insured or any person driving with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

3. 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 re-delivery to the insured but not exceeding Rs. 750/- for three wheeled vehicles, Rs. 1500/- for taxis and Rs.2500/- for other commercial vehicles in respect of any one accident.

4. The insured may authorize the repair of the vehicle necessitated by loss or damage for which the company may be liable under this Policy provided that:-

(a) The estimated cost of such repair including replacements does not exceed Rs.500/-

- (b) The Company is furnished forthwith with a detailed estimate of the cost of repairs; and
- (c) The insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

INSURED'S DECLARED VALUE (IDV) FOR THE REGISTERD OWNER :

The **Insured's Declared Value (IDV)** of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle.

The IDV of the vehicle (and accessories if any fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the 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

SCHEDULE OF DEPRECIATION FOR ARRIVING AT IDV

AGE OF THE VEHICLE- To be computed from the Date of first registration of the Vehicle	% OF DEPRECIATION FOR FIXING IDV
Not exceeding 1 Year	10%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

IDV of vehicles beyond 5 years of age and of obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be agreed between the Insured and the Insurer on the basis of its 'Market Value' taking into account its make, model, age, mileage, condition and circumstances of its purchase by Insured.

A vehicle will be considered to be a Constructive Total Loss (CTL), where the aggregate cost of retrieval and / or repair of the vehicle subject to terms and conditions of the policy exceeds 75% of the Sum Insured. We may at our own option repair reinstate or replace the vehicle or any part thereof and/or accessories thereon or may pay in cash the amount of the loss or damage but our liability will 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;

(b) For partial losses(i.e. losses other than Total Loss/CTL of the vehicle): actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation and excess.

For the purpose of TL/CTL claim settlement, this Sum Insured will not change during the currency of the period of insurance in question.

AUTHORISATION OF REPAIRS BY YOU WITHOUT INSPECTION OF DAMAGED VEHICLE AND ASSESSMENT OF OWN DAMAGE LOSS:

You are authorized to repair the damaged vehicle without pre-repair inspection of the same by Us if the total repair and parts replacement charges are less than Rs.500/- subject to submission of detailed estimate and original bills to Us with photos of damaged vehicle.

KEY CLAUSE:

The company will reimburse cost of changing the original ignition key (s) up to Rs. 1,000/- if lost by the insured. Submission of First Information Report (FIR) is mandatory to get reimbursement from us. No Claim Bonus (NCB) entitlement will be preserved even if claimed under this section.

2. Specific Claim Condition

2.1 Basis of Claim settlement –

We may at our own option repair reinstate or replace the vehicle or any part thereof and/or its accessories thereon or may pay in cash the amount of the loss or damage and our liability will not exceed:

- (a) For total loss / constructive total loss of the vehicle (Plan dependent) - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule;
- (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.

A vehicle will be considered to be a Constructive Total Loss (CTL), where the aggregate cost of retrieval and / or repair of the vehicle subject to terms and conditions of the policy exceed 75% of the Sum Insured.

2.2 Recording of theft of vehicle with Regional Transport Authority (RTA)

In the even of theft of the insured vehicle, payment of claim will be subject to recording of theft of vehicle with date of loss in the records of RTA. Satisfactory proof of the same (extract of Registration Certificate) should be submitted for processing the claim.

3. Specific Exclusions -

We will not be liable to make any payment in respect of

- 3.1 Consequential loss, aggravation of damages / loss following accidental damages, depreciation, Wear and tear, mechanical or electrical breakdown, failures or breakages;
- 3.2 Damage to tyres and tubes unless the vehicle is damaged at the same time in which case depreciation will be applicable as specified in the depreciation chart depending on the plan opted.

DEDUCTIBLE

The Company shall not be liable for 5% of claim amount subject to minimum of Rs.2, 000/- in respect of each and every claim under Section-I (loss of or damage to the vehicle insured) of this Policy.

SPECIAL EXCLUSIONS

- (a) Any accidental loss or damage suffered when any person driving the vehicle has consumed alcohol or intoxicating liquor or drugs.
- (b) We shall not be liable for Usage of any type of consumables and fasteners like coolant, oils, cleaning agents, Welding rods, brake pads, clutch plates, Bolts and nuts, clips, body sealants, brackets, air filter element following an accident.
- (c) If valid certificate of periodical inspection (CPI) is not obtained as required in the place of registration.
- (d) Loss or damage to your vehicle if driven on surface flooded by water.
- (e) Any act of gross negligence on your part or any person driving the vehicle with your consent.

SPECIFIC EXCLUSIONS APPLICABLE FOR THEFT OF VEHICLE:

The company will not be liable for payment of claim

1. If the vehicle is not parked in the normal parking slot allotted to the insured in his office / residence.
2. If the vehicle is lost due to breach of trust including valet parking.
3. Unless all sets of original keys are surrendered to us.
4. Loss of vehicle if left unattended with ignition keys inside / on the car.
5. If the lock is not changed following loss of ignition key (s) of the vehicle.

NO CLAIM BONUS FOR REGISTERED OWNER

You are entitled for a No Claim Bonus (NCB) on the Own Damage section of the policy, if no claim is made or pending during the preceding year (s), as per the chart shown below. This benefit is allowed only to the renewal of existing total comprehensive policy (Not allowed for restricted covers) of a private car with Us.

Period of Insurance	% of NCB on OD premium
The preceding year	20 %
Preceding Two consecutive years	25 %
Preceding Three consecutive years	35 %
Preceding Four consecutive years	45 %
Preceding Five consecutive years	50 %

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

policy.

DISCOUNT FOR REPAIRS IN OUR PREFERRED WORKSHOPS

In consideration of You agreeing to repair the damaged vehicle in any of Our enlisted workshops, a discount of 5% is allowed on the gross own damage premium subject to a maximum of Rs.500/-. In the event of an Own Damage claim, it is mandatory to get the damaged vehicle repaired in Our enlisted workshops failing which an additional excess of Rs. 2,000/- (Rs. Two Thousand Only) will be imposed per claim.

RENEWAL DISCOUNT FOR REGISTERED OWNER (FOR REGISTERED OWNER):

We will give as renewal discount (Own renewal) an amount equivalent to 10 % of nett own damage premium arrived at after all discounts and loading or Rs.500/- whichever is lower if this policy is renewed before the expiry date on identical terms of this policy in Your name.

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.25/- not withstanding any thing 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 with the vehicle insured wherein 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 the each paid driver, conductor, cleaner or persons employed in loading and / or unloading and 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 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 requirement of the Motor Vehicle Act 1938.

MECHANISM FOR COMPLAINTS / GRIEVANCE REDRESSAL

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

Cholamandalam MS General Insurance Company Limited

Registered Office: 2nd Floor, "Dare House" No.2, NSC Bose Road, Chennai - 600 001.

Toll Free: 1800 208 5544 | Ph: 044 4044 5400 | Fax: 044 4044 5500 |

E-mail: customercare@cholams.murugappa.com | www.cholainsurance.com

PAN AABCC6633K CIN: U66030TN2001PLC047977 IRDAI Regn. No.123

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

Address : H.O: Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001.

Toll free : 1800 208 5544

SMS : "CHOLA" to 56677

E-MAIL : customercare@cholams.murugappa.comWEBSITE : <http://www.cholainsurance.com/>

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

Sl. No.	Office of the Ombudsman	Name of the Ombudsman and Contact Details	Areas of Jurisdiction
1	AHMEDABAD	Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel:- 079-27546150/139 Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@gbic.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu
2	BENGALURU	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:- bimalokpal.bengaluru@gbic.co.in	Karnataka.
3	BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:- bimalokpalbhupal@gbic.co.in	States of Madhya Pradesh and Chattisgarh.
4	BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel:- 0674-2596461 / 2596455 Fax:- 0674-2596429 Email:-	State of Orissa
5	CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel:- 0172-2706196/5861 / 2706468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@gbic.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.

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6	CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@gbic.co.in	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry)
7	DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel:- 011-23239611/7539/7532 Fax:- 011-23230858 Email:- bimalokpal.delhi@gbic.co.in	State of Delhi
8	ERNAKULAM	Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulum - 682 015. Tel:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulum@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
9	GUWAHATI	Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel:- 0361- 2132204 / 2132205 Fax:- 0361-2732937 Email:- bimalokpal.guwahati@gbic.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel:- 040-65504123/23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@gbic.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
11	JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel:- 0141-2740363 Email:- bimalokpal.jaipur@gbic.co.in	State of Rajasthan
12	KOLKATA	Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072. Tel:- 033-22124339 / 22124340 Fax:- 033-22124341 Email:- bimalokpal.kolkata@gbic.co.in	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.

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13	LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel:- 0522-2231330 / 2231331 Fax:- 0522-2231310. Email:- bimalokpal.lucknow@gbic.co.in	District of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajgang, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel:- 022-26106928/360/889 Fax:- 022-26106052 Email:- bimalokpal.mumbai@gbic.co.in	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15	NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Email:- bimalokpal.noida@gbic.co.in	States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16	PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Email:- bimalokpal.patna@gbic.co.in	States of Bihar and Jharkhand.
17	PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -32341320 Email:- bimalokpal.pune@gbic.co.in	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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