



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

PRIVATE CAR PACKAGE POLICY – 3 YEARS

PROSPECTUS/ SALES LITERATURE

UIN:IRDAN106RPMT0034V01202526

SECTION I - LOSS OF OR DAMAGE TO THE VEHICLE INSURED

1. 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.

SECTION II - LIABILITY TO THIRD PARTIES

- 1)** Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums which the insured shall become legally liable to pay in respect of :-
 - i)** death of or bodily injury to any person including occupants carried in the vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act (and its amendments), 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.

SECTION III – COMPULSORY PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

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

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

Provided always that

- (a) compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of Rs. 15 lakhs for each year in the period of insurance.
- (b) no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self injury suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (c) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

2. 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 (and its amendments), 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 or damage and/or liability caused sustained or incurred outside the geographical area;
- 2. any claim arising out of any contractual liability;
- 3. any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
 - a) being used otherwise than in accordance with the 'Limitations as to Use'
 - or
 - b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
 - c) Any accidental loss, damage and/or liability caused, sustained or incurred will not be covered, if the vehicle is not registered permanently, after the temporary registration number has expired.
 - d) Any minor scratches to the vehicle, paint fading, wear and tear arising out of normal use and requiring touch-up or minor repair under routine maintenance will not be covered.
- 4. (i) Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

(ii) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- 5. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 6. Any accidental loss damage and/or liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any

of the said occurrences 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.

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.

Non-compliance of these conditions/warranties shall prejudice the claim admissibility/ settlement.

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

2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.

3. The Company may at its own option repair, reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:

(a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) less the value of the wreck, in 'as is where is' condition.

The Company shall grant the insured the option to retain wreck and accept a 'cash loss' settlement (being the IDV less the assessed value of salvage based on competitive quotes procured by the Company including any submitted by or through the insured).

In the event of a 'cash-loss' settlement, the Company is entitled to cancel the Own Damage coverage effective from the date of damage. Additionally, the Company can cancel the statutory Motor Third Party Liability Insurance Policy after requiring the insured to either cancel the road registration of the wreck and submit documentary evidence in original thereof or alternatively evidence in original a statutory Motor Third Party liability insurance policy covering the wreck from the effective date of damage.

Basis of Loss settlement: Indemnity

(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.

The Company will not apply depreciation on Non-OEM (Original Equipment Manufacturer) /Non-OES (Original Equipment Supplier) parts that are used in repairs of Motor vehicle following a loss. The insured will not be burdened with disposal of salvage.

Salvage: The amount the damaged asset will fetch in the market.

Basis of Loss settlement: Indemnity

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. Cancellation of Section I (Loss of or Damage to the vehicle insured):

The Company may cancel this section of the policy on grounds of established fraud, or non-disclosure of material facts or mis-representation by sending seven days notice under recorded delivery to the insured at the insured's last known address and in such event the Company shall not refund the premium to the Insured.

The Insured may cancel this section of the policy at any time during the term, by informing the Company. The refund of section premium shall be the -

(i) the section premium of the unexpired policy years*.

(ii) the refund calculated on pro rata basis of the section premium of the unexpired policy year in which the cancellation is received.

provided no claim has arisen during the policy year in which cancellation request is received.

(*The unexpired policy years are the complete years remaining in the long term policy excluding the year in which the cancellation has been received.)

If a claim had arisen during the policy period, the refund for cancellation will be the section premium of unexpired policy year(s). (The unexpired policy years are the complete years remaining in the block excluding the year in which the cancellation has been received).

Refund of the premium by the company will be subject to retention of the minimum premium of Rs. 600/- (or Rs. 75/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons).

B: Cancellation of the policy (All Sections):

This policy shall not be cancelled either by the Company or the Insured except on the following grounds:

(a) Double Insurance

(b) Vehicle not in use any more because of Total Loss(TL) or Constructive Total Loss(CTL)

(c) In the event the vehicle is sold and/or transferred.

For all the above grounds, Insured needs to submit the relevant proofs to the Company.

(a) Refund procedure in case of double Insurance

When two policies are in existence on the same vehicle with identical cover, one of the policies may be cancelled.

If a vehicle is insured at any time in two different policies of the Company with the same risk start date, 100% refund of premium of one policy may be allowed by canceling either of the policies.

If the risk start dates are different but both policies are with the Company,

(i) pro rata refund shall be allowed if the policy with the earlier risk start date is cancelled.

(ii) full refund shall be allowed if the policy with the later risk start date is cancelled.

In either case, no refund of premium for the year can be allowed for such cancellation if any claim has arisen on either of the policies during the period when both policies were in operation, but prior to cancellation of one of the policies. Premium refund shall be allowed for the unexpired policy year(s).

If the two policies are issued by two different insurers, one of them being IFFCO-Tokio GIC Ltd., pro rata refund shall be allowed if either of the policies are cancelled.

No refund of premium for the year can be allowed for such cancellation if any claim has arisen on either of the policies during the period when both policies were in operation, but prior to cancellation of one of the policies. Premium refund shall be allowed for the unexpired year(s).

Refund of the premium by the company will be subject to retention of the minimum premium of Rs. 600/- (or Rs. 75/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons).

(b) Refund procedure in case of TL/CTL

If there is a TL/CTL claim during the policy period, the refund for cancellation will be the premium of unexpired policy year(s). The unexpired policy years are the complete years remaining in the long term policy excluding the year in which the cancellation has been received.

(c) Refund procedure in case of vehicle being sold and/or transferred

The policy may be cancelled if the vehicle is sold and/or transferred by the insured.

The refund of premium shall be the cumulative of –

(i) the premium of the unexpired policy years and

(ii) the refund calculated on pro rata basis on the policy premium of the year in which the cancellation is received,

provided no claim has arisen during the policy year in which cancellation request is received and proof of Third Party cover being available for the vehicle sold.

(The unexpired policy years are the complete years remaining in the block excluding the year in which the cancellation has been received).

If a claim had arisen during the policy period, the refund for cancellation will be the premium of

unexpired policy year(s). The unexpired policy years are the complete years remaining in the policy excluding the year in which the cancellation has been received.

Refund of the premium by the company will be subject to retention of the minimum premium of Rs. 600/- (or Rs. 75/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons).

6. If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.

Multiple policies involving Bank or other lending or financing entity: If at the time of any claim, in case there is more than one Insurance Policy issued to the insured covering the insured vehicle, the Company will not apply contribution clause.

7. Action to be taken by the Insured in case of a Claim -

- Inform us about any accident or loss immediately.
- Notice of accident should be filed with IFFCO-Tokio General Insurance's toll-free number 1800 103 5499 or website www.iffcotokio.co.in.

What to do in case the Insured vehicle meets with an accident?

- In the event of an accident-Please arrange for medical attention if anyone suffers injuries. Takedown particulars of other vehicles/people involved, if any. Please do not accept any negligence for the accident nor commit to anybody regarding compensation, if any.
- In the event of injury, death, third party property damage, burglary, theft, housebreaking and damage due to malicious act, riot, strike and terrorist activity, immediate information to the police station concerned is essential.
- If the accident is severe, and the vehicle cannot be moved, ensure proper protection of the vehicle at the spot. Please do not attempt either to start the engine or drive the vehicle after the accident and before the required repairs.
- Arrange to shift the vehicle to the nearest garage of the insured's choice and ask them to prepare a detailed estimate (labor charges with list of parts along with its prices).
- Please do not dismantle or alter the accident condition of the vehicle or repair until the vehicle is surveyed/assessed by a surveyor. Also to ensure that no parts or accessories are missing at any point of time.
- Please submit the duly/completely filled-in claim form to us.
- Please contact us for guidance on the cashless facility to avail direct payment facility by us to such a repairer.
- Documentation to be submitted for verification & return (along with a set of photocopies)
 - Original vehicle registration book (including the fitness certification, if it is a separate document)
 - Original driving license.
 - Documentation for submission
 - Copy of the police complaint (FIR)
 - Estimate of repairs.

- The Company may seek additional document(s) or ask for clarification(s) for processing the insured's claim and that depends upon the claim. Please arrange to submit the same.
- All damages/losses will be surveyed and assessed by a surveyor/assessor and admissibility of the claim and mode of settlement is decided only after the process.

Please note: Ensure that the insured give us the correct & complete contact details (address /telephone numbers / mail IDs in the claim form. If the insured receive any notice or summon with regard to the accident (other than criminal proceedings, if any), contact us with the petition copy.

What to do in case of a theft claim?

- If the insured's car has been stolen, the first thing to do will be to file a police report.
- Notify the company as soon as the insured file the police report, this will help in case the thief has caused some damage to others with the Insured car. Also please note, the Company will not process the claim if the Insured has not filed a report with the police.
- The Insured has to provide all the details of the loan/lease of the Insured vehicle along with the FIR to the Company.
- A description of the Insured vehicle, mileage, service record if any needs to be submitted. Also, submit the list of personal items stolen along with the car.
- It is also important to inform the RTO of the theft.
- Inform the vehicle financier immediately of the theft and ask them to discuss the case directly with the Company to expedite the claim process.
- In case the police recovers the vehicle, inform the Company about the same.
- If the vehicle is recovered, the Company shall pay the compensation for loss/ damages caused to the vehicle as per the terms and conditions of the policy.
- If the vehicle is not recovered, please submit the police Non-Traceable Certificate (NTC) and the court's final report.
- If the insured vehicle is hypothecated, the Company will settle the amount directly with the financier as mentioned under policy schedule.

Illustration –

Step No.	Particulars	Amount (in Rs)
1	IDV	10,00,000
2	Estimated claim amount	1,00,000
3	Depreciation (Calculated as per policy terms & conditions)	(10,000)
4	Compulsory Deductible (for vehicle not exceeding 1500 cc)	(1,000)
5	Claim amount payable	89,000

The following Add-ons are available with **Private Car Package Policy – 3 Years** Policy on payment of additional premium.

S.No.	Add-on Name	UIN
1	Nil Depreciation for Private Car Package Policy – 3 Years	IRDAN106RPMT0034V01202526/A0035V01202526
2	New Vehicle Replacement for Private Car Package Policy – 3 Years	IRDAN106RPMT0034V01202526/A0036V01202526
3	Loss of Personal Belongings for Private Car Package Policy – 3 Years	IRDAN106RPMT0034V01202526/A0038V01202526
4	Engine And Gear Box Protection Cover for Private Car Package Policy – 3 Years	IRDAN106RPMT0034V01202526/A0039V01202526
5	Consumable Cover for Private Car Package Policy – 3 Years	IRDAN106RPMT0034V01202526/A0037V01202526
6	Loss of Key Cover for Private Car Package Policy – 3 years	IRDAN106RPMT0034V01202526/A0040V01202526
7	Tyre Replacement for Private Car Package Policy – 3 Years	IRDAN106RPMT0034V01202526/A0042V01202526
8	Rim Protection Cover for Private Car Package Policy – 3 Years	IRDAN106RPMT0034V01202526/A0043V01202526
9	Pay How You Drive for Private Car Package Policy – 3 Years	IRDAN106RPMT0034V01202526/A0041V01202526
10	Road Side Assistance Cover for Private Car Package Policy – 3 Years	IRDAN106RPMT0034V01202526/A0044V01202526

Redressal Of Grievance

In case of any grievance, the insured person may contact Us through:

Website: <https://www.iffcotokio.co.in/customer-services/grievance-redressal>

Grievance Registration: Follow the above-mentioned link and fill the details to register the grievance.

Toll free: 1800-103-5499

Email: chiefgrievanceofficer@iffcotokio.co.in

Address : Chief Grievance Officer
IFFCO-Tokio General Insurance Co Ltd
IFFCO Tower, Plot no. 3
Sector -29, Gurgaon – 122001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. The list of branches with addresses are available at <https://www.iffcotokio.co.in/contact-us>.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at chiefgrievanceofficer@iffcotokio.co.in.

For updated details of grievance officer, kindly refer the link:

<https://www.iffcotokio.co.in/contact-us/customer-services/grievance-redressal>

If Insured Person is not satisfied with the redressal of grievance through above methods, the Insured Person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

The contact details of the Insurance Ombudsman offices have been provided in the below link:

- <https://www.cioins.co.in/Ombudsman>

Grievance may also be lodged at Grievance Portal of IRDAI- 'Bima Bharosa' and tracked through the insured's mobile number at <https://bimabharosa.irdai.gov.in/Home/Home>.

PROHIBITION OF REBATES

Section 41 of the Insurance Act 1938 provides as follows:

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 of 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 a policy accept any rebate ,except such rebate as may be allowed in accordance with the published prospectus 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.

Notes:

- The terms and conditions of the Private Car Package Policy – 3 Years will apply unless stated otherwise.
- Prospectus/ Sales literature contains salient features of the product. For exhaustive details on covers, exclusions, conditions and cancellation, kindly refer Policy Wordings. For all Insurance contracts, Schedule along with Coverage Wordings will be considered as contract documents. For more and detailed information regarding policies/ claims, please contact the nearest IFFCO-Tokio Office/ Authorized representative of the Company.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.