

## **“A” Policy for Act Liability Insurance (Private Car) - 3 Years**

### **POLICY WORDINGS**

Whereas the Insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to Reliance General Insurance Company Limited (hereinafter referred to as the Company) for insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance to the Company which has been realized by the Company in respect of events occurring during the Period of Insurance.

#### **Now this Policy Witnesseth:**

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

#### **Section II - Liability to Third Parties**

1. Subject to the limits of liability as laid down in the Schedule hereto, the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the Insured vehicle anywhere in India 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 so far as it is necessary to meet the requirements of Motor vehicles Act.
  - ii. Damage to property other than property belonging to the insured or held in trust or in the custody or control of the Insured up to the limit specified in the schedule.
2. The Company will indemnify all costs and expenses incurred by the insured under this section only with the prior written consent of the Company.
3. In terms of and subject to the limitations of the indemnity granted by this policy 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 act as though he/she were the insured and shall 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 prove to the satisfaction of the Company that he/she is the personal representative of the insured and as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
5. The Company may at its own option:
  - (A) Arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and
  - (B) Undertake the defense of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

#### **Avoidance of certain terms and right of recovery**

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act. But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provision.

#### **Application of limits of indemnity**

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

### Section III – Personal accident cover for Owner-Driver

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

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

This cover is subject to

- (a) The Owner-Driver is the registered owner of the vehicle Insured herein;
- (b) The Owner-Driver is the Insured named in this Policy.
- (c) The Owner-Driver holds a valid driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989 (as amended), 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 claim arising out of any contractual liability.
2. Any claim arising whilst the vehicle insured herein is:
  - a. Being used otherwise than in accordance with the Limitations as to Use as stated in the schedule or
  - b. Being driven by or is for the purpose of being driven by or in the charge of any person other than a driver as stated in the Driver's clause mentioned in the schedule.
3. 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 arising out of and in the course of employment of a person in the employment of the insured or in the employment of any other person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
4. 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 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 or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
5. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising

from nuclear weapons material.

6. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed 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 accident, 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.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident and in the event of any claim. 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 when the insured shall have the knowledge of any impending Prosecution Inquest or Fatal Inquiry in respect of any accident caused by or arising out of the use of the insured vehicle which may give rise to a claim under this Policy.
2. No admission, offer, promise, payment, or indemnity shall be made or be given by or on behalf of the insured without the written consent of the Company who shall be entitled if it so desires to take over and conduct in the name of the insured, the defense or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.
3. The insured shall take all reasonable steps to maintain the insured vehicle in efficient condition and the company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured.
4. The Company may cancel the Policy by sending fifteen days notice by recorded delivery to the Insured at Insured's last known address on the grounds of mis- representation, mis-declaration fraud, non- disclosure of material facts or non-cooperation. In the event of cancellation of this policy on the grounds of mis- representation, mis-declaration, fraud, non-disclosure of material facts, the policy shall stands cancelled ab- initio and there will be no refund of premium. In the event the policy is cancelled on the grounds of non- cooperation of the insured or the insured has initiated cancellation of the policy then the premium shall be calculated in accordance with the Company's short period rate for the period the policy has been in force provided no claim has occurred up to the date of cancellation. Return of the premium by the Company will be subject to retention of the minimum premium as mentioned in policy schedule. Where the ownership of the insured vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

Motor Third Party insurance shall not be cancelled by either the Company or the insured except on the following grounds:

- Double Insurance
- Vehicle not in use anymore because of Total Loss or Constructive Total Loss
- In the event the insured vehicle is sold and/ or transferred and evidence is produced that the vehicle is insured elsewhere.

Notwithstanding anything to the contrary mentioned in clause 4 of this section, in all such event, advance premium (yearly premium/s subsequent to running policy year as mentioned in policy schedule) with respect to policy in consideration shall be refunded to insured.

## Total Loss/ CTL/ Theft

In case of total Loss/ CTL/ Theft of the insured vehicle during the policy, the policy shall be cancelled from the date of intimation of loss & third party premium for unexpired period shall be refunded on Pro- rate basis.

### Cancellation at the insured's request (in case of no claim in the policy)

In the event of cancellation by the insured the refund amount shall be calculated as set out in the below table where

Annual Third Party Premium = Third Party Premium/ 3

Policy Term	Year of Cancellation	Methodology of Premium Refund		
		Policy Year 1	Policy Year 2	Policy Year 3
3 Year	1st Year	TP Premium retained basis Annual Short Period Premium Scale (as mentioned below)	Full Annual TP Premium Refund	Full Annual TP Premium Refund
	2nd Year	Full Annual TP Premium Retained	TP Premium retained basis Annual Short Period Premium Scale (as mentioned below)	Full Annual TP Premium Refund
	3rd Year	Full Annual TP Premium Retained	Full Annual TP Premium Retained	TP Premium retained basis Annual Short Period Premium Scale (as mentioned below)

Annual Short Period Scale for Cancellation of Policy (Below mentioned Scale is applied to Annual Premium of each year of the policy period)

Period	% OF Annual PREMIUM/ RATE
Not exceeding 1 month	20%
Exceeding 1 months but not exceeding 2 months	30%
Exceeding 2 months but not exceeding 3 months	40%
Exceeding 3 months but not exceeding 4 months	50%
Exceeding 4 months but not exceeding 5 months	60%
Exceeding 5 months but not exceeding 6 months	70%
Exceeding 6 months but not exceeding 7 months	80%
Exceeding 7 months but not exceeding 8 months	90%
Exceeding 8 months	Full Annual premium/ rate

### Cancellation at the insured's request (in case of claim in the policy)

In the event of a claim, the following table will be applicable for refund of third party premium in case of cancellation initiated by the insured:

Claim occurrence Year	Refund amount
Year 1	If cancellation initiated in 1 <sup>st</sup> year itself then Refund the Annual third party premium for year 2 & 3, else refer "Cancellation at the Insured's request (in case of no claim in the policy)"

Year 2	If cancellation initiated in 2 <sup>nd</sup> year itself then Refund the Annual third party premium for Year 3 only, else refer “Cancellation at the Insured’s request (in case of no claim in the policy)”
Year 3	No refund

- 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.
- 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 (as amended).  
It is clearly agreed and understood that no difference or dispute shall be referred to Arbitration as hereinbefore provided, if the Company has disputed or not accepted its 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.
- 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 the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.
- In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for such Motor Vehicle.

Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new Policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-

- Death Certificate in respect of the Insured
- Proof of title to the vehicle
- Original Policy

## Grievance Clause

The Grievance Redressal Cell of the Company looks into complaints from policyholders. If the Policyholder has a grievance that the Policyholder wishes the Company to redress, the Policyholder may contact the Company with the details of his grievance through:

Website :

<https://reliancegeneral.co.in> e-mail :

[rgicl.services@relianceada.com](mailto:rgicl.services@relianceada.com)

Telephone : 1800-3009

Post/Courier : Any branch office, the correspondence address, during normal

business hours Write to us at : Reliance General Insurance,

(Correspondence Only) Correspondence Unit, 301-302, Corporate House RNT Marg, Opp. Jhabua Tower, Indore, Madhya Pradesh, India – 452001

For further details on Grievance redressal procedure please refer: <https://reliancegeneral.co.in/Insurance/About-Us/Grievance-Redressal.aspx>

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above methods, the Policyholder may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

Ombudsman Office	
Jurisdiction	Office Address
Gujarat, Dadra & Nagar Haveli, Daman and Diu.	AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in
Karnataka	BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N- 19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in
Madhya Pradesh Chattisgarh	BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in
Orissa	BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	CHANDIGARH – Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in



**Ombudsman Office**

Jurisdiction	Office Address
Delhi	DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	HYDERABAD - Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in
Rajasthan	JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in
Kerala, Lakshadw eep, Mahe-a part of Pondicherry.	ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in
West Bengal, Sikkim, Andaman & Nicobar Islands.	KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in
Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	LUCKNOW - Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in

**Ombudsman Office**

Jurisdiction	Office Address
State 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, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in
Bihar, Jharkhand	PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in

The updated details of Insurance Ombudsman are available on IRDA website: [www.irdai.gov.in](http://www.irdai.gov.in), on the website of General Insurance Council: [www.giccouncil.in](http://www.giccouncil.in), our website [www.reliancegeneral.co.in](http://www.reliancegeneral.co.in)

An ISO 9001:2015 Certified Company

IRDAI Registration No. 103. Reliance General Insurance Company Limited. Registered & Corporate Office: Reliance Centre, South Wing, 4th Floor, Santacruz (East), Off. Western Express Highway, Mumbai 400055. Corporate Identity Number U66603MH2000PLC128300. UIN: IRDAN103RP0003V01201819. Trade Logo displayed above belongs to Anil Dhirubhai Ambani Ventures Private Limited and used by Reliance General Insurance Company Limited under License. RGI/MCOM/CO/PRPOSAL FORM/Ver.1.0/030820.