

To, Date: 05/04/2021

Mr.K JAGADEESHKUMAR, 22-138,PARVATHIPURAM,DEVI NAGAR, SARIKA STREET, Andhra Pradesh - 535501

India

Contact Details: +91-8309883904

Subject: Policy Number: POPM2W00100107746

Dear Customer,

Welcome to SBI General. Thank you for choosing SBI General's "Two Wheeler Insurance Policy - Package(Annual)" policy. We are delighted to have you as our esteemed customer. With this, we enclose the following documents pertaining to your policy:

- Policy Schedule
- Policy clauses & wordings
- · Premium Receipt
- Grievance redressal letter

We have taken care that the documents reflect details of risk and cover as proposed by you. We request you to verify and confirm that the documents are in order. Please ensure safety of these documents as they form part of our contract with you. For all your future correspondence you may have with us, kindly quote your Customer ID and Policy No.

Your Customer ID :

Your Policy No. : POPM2W00100107746

The Postal Address of your SBI General Branch that will service you in future is:

SBI General Insurance Company Limited 101-301, Natraj, Junction of Western Express Highway and Andheri-Kurla Road, Andheri East, Mumbai, Mumbai, Maharashtra-400069, India

In case of any queries or suggestions, please do not hesitate to get in touch with us. You can contact us at customer.care@sbigeneral.in or call our Customer Care Number 1800-22-1111 (MTNL/BSNL user) and 1800-102-1111 (for other users)

We look forward to a continuing and mutually beneficial relationship.

Yours sincerely,

**Authorized Signatory** 



### Two Wheeler Insurance Policy - Package(Annual)

Important Note: 1) The Validity of this Certificate of Insurance cum Schedule is subject to realization of the premium cheque. 2) This Insurance Policy cover is valid subject to availability of Complete and Correct Registration Number within 15 days from the Date of Commencement of this Policy.

Policy Issuing Office : "Natraj" 301, Junction of Western Express Highway & Andheri Kurla - Road, Andhe(East), Mumbai -400 069.

Policy Number : POPM2W00100107746 Policy Servicing Branch :

Insured Name : Mr.K JAGADEESHKUMAR

Address : 22-138, PARVATHIPURAM, DEVI NAGAR, SARIKA STREET, ,Andhra Pradesh -535501, India

Customer Contact Details : +91-8309883904

Period of Insurance : From: **06/04/2021 (13:47:55)**hrs to: **05/04/2022** Midnight

Period of PA to Owner Driver : From: **06/04/2021 (13:47:55)**hrs to: **05/04/2022** Midnight

Geographical Area : India

INSURED MOTO	R VEHICLE DETAILS	INSURED'S DECLARED VALUE (IDV) (in Rs.)		
Make	Hero MotoCorp Ltd	Vehicle	17.906.00	
Model & Variant	Glamour &	Venicle	17,906.00	
Year of Manufacturing	2011	Side Car		
Registration Number	AP-35-N-2677	Side Car		
Engine Number	JA06EFBGK13689	Non Electrical		
Chassis Number	MBLJA06EUBGK12764	Accessories		
Cubic Capacity/KW	125	Electrical Accesories		
Seating Capacity (Including Driver)	2	CNG/LPG Kit		
Type of Body	SOLO	Total IDV	17,906.00	
RTO Location Name	Vizianagaram	Iotal IDV	17,300.00	

## **LIMITATION AS TO USE:** As per Motor Vehicle Rules, 1989,

The Policy covers use of the vehicle for any purpose other than: a) Hire or Reward, b) Carriage of Goods (other than samples or personal luggage), c) Organized racing, d) Pace Making, e) Speed testing f) Reliability Trials, g) Any purpose in connection with Motor Trade.

**DRIVERS CLAUSE:** Any Person including the Insured Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license; provided also that the person holding an effective learner's license may also drive the vehicle and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicle Rules, 1989.

LIMITS OF LIABILITY: a. Under Section II-1(i) of the Policy-Death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicle Act, 1988. b. Under Section II (1)(ii) of the Policy-Damage to property other than property belonging to the insured or held in trust or in the custody of control or the insured up to the limits specified Rs.100000/- . PA Cover for owner-driver under Section-III CSI - Rs.1500000 /-

Deductible under Section-I: (i) Compulsory deductible Rs. 100/- (ii) Voluntary deductible Rs. 0/- (iii) Additional Compulsory deductible Rs. \_/-

Special Conditions: Warranted all damages existing prior to inception of risk are excluded from the scope of policy.

<u>PUC-Warranty</u>: Warranted that the insured named herein/owner of the vehicle holds a valid Pollution Under Control (PUC) Certificate and/or valid fitness certificate, as applicable, on the date of commencement of the Policy and undertakes to renew and maintain a valid and effective PUC and/or fitness Certificate, as applicable, during the subsistence of the Policy. Further, the Company reserves the right to take appropriate action in case of any discrepancy in the PUC or fitness certificate.

## NO CLAIM BONUS

The Insured is 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 follows: The preceding year - 20%; Preceding two consecutive years - 25%; Preceding three consecutive years - 35%; Preceding four consecutive years -45%; Preceding five consecutive years - 50%. The No Claim Bonus will only be allowed provided the Policy is renewed within 90 days of the expiry date of the previous policy.

	INTERMEDIARY DETA	ILS	
Intermediary Name	: POSP Gulla Padmavathi	Intermediary Code	: 0062828
Contact Details	: Mobile No : +91-9550755039	Landline No	: null

NOMINATION DETAILS					
Name of the Nominee Date of Birth Relationship with Proposer Name of Appointee (if Nominee is Minor)					
RAMBABU	1955-08-01	Father			



# PREMIUM COMPUTATION TABLE

OWN DAMAGE SECTION		LIABILITY SECTION				
Cover	Sum Insured	PREMIUM (Rs.)	Cover	Sum Insured	No. of persons	PREMIUM (Rs.)
Own Damage Premium for Vehicle &			Basic Third Party Liability Premium	9,999,999.00		752.00
Accessories (Amount will be including all tariff covers & discounts & Other Loading/	17,906.00	157.57	Geographical Extension			
Discount)			Driving Tuition			
SBIG Add o	on Covers			Additional Covers		
Return to Invoice			Personal Accident Cover			
Protection of NCB			PA cover - Owner Driver	1,500,000.00		375.00
Depreciation Reimbursement			PA cover - Unnamed Passengers (SI/Person)			
Inconvience Allowance						
Engine Guard						
Tyre & Rim Guard Cover						
Basic Road Side Assistance						
Emergency Medical Expenses						
Helmet protection						
			Legal Liability Cover		•	•
			LL - Driver		0	
<b>Total Add-on Coverage Premium</b>		0.00	LL -		0	
			Employees		U	
NCB D	etails			Less Discounts		
No Claim		0%	TPPD - Third Party Property Damage Discount			
Bonus			Use confined to Own Premises			
Total Own Damage Premium (A)		157.57	Total Third Party Liability Premium (B)			1,127.00
Subject to I.M.T Endorsement Nos.	: ,,IMT_22,,,,,,	•	TOTAL POLICY PREMIUM (A+B)			1,284.57
_		Taxes as applicable			231.22	
			Kerala Flood Cess @1%			0.00
Subject to SBIG Add-On Endorseme	nt Nos.: ,,,,,,,	,	Total Premium Collected			1,516.00
Hire Purchase/ Lease /Hypothecate	ed with :		1			

Premium Collection details: Receipt No.: , Receipt Date: 05/04/2021

For claims, Please contact us at Toll Free number

MTNL/BSNL users - 1800-22-1111 AND for Other users - 1800-102-1111



IMPORTANT NOTICE: The Insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this schedule. Any payment made by the Company by reason of wider terms appearing in the certificate in order to comply with the Motor Vehicle Act, 1988 is recoverable from the Insured. See the clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY". For legal interpretation English version will be good.

Policy printed by: on Date: 05-Apr-2021 Time: 01:55:01 PM IST

**Disclaimer:** Please examine this Policy including attached Schedules / Annexure if any. In the event of any discrepancy please contact the office of the Company immediately, it being noted that this Policy shall be otherwise considered as being entirely in order. Please find claims settlement & grievance redressal procedure document attached herein for ready references.

I/We hereby certify that the Policy to which this Certificate relates as well as this Certificate of Insurance are issued in accordance with the provisions of chapter X and Chapter XI of M.V. Act, 1988.

For and on behalf of SBI General Insurance Co. Ltd

Many



**Authorized Signatory** 

Consolidated Stamp Duty Rs.0.5 paid towards Insurance Policy Stamps vide Order No.C050421797644 Dated of 05/04/2021 General Stamp Office, Mumbai



Branch Office Address: 101-301,Natraj,Junction of Western Express Highway and Andheri- Kurla Road,Andheri East, Mumbai, Maharashtra-400069	Reference No:	C050421797644
	OF Receipt No:	
India	Date:	05/04/2021
	Branch Code:	
	Party/Depositor ID:	

## RECEIPT

Received with thanks from K JAGADEESHKUMAR

an amount of Rs. 1516

by **EFT** 

No: Dated: 05/04/2021

Drawn on Bank: STATE BANK OF INDIA

Branch:

Party ID	Quote/Policy/Claim No.	Name of Party	Amount(Rs.)
	QPM2W001000002227445	K JAGADEESHKUMAR	1516
		TOTAL	1516

## Disclaimer

- 1) Receipt subject to realisation of instrument submitted
- 2) Kindly refer to the policy document for time of commencement of cover

For and on behalf of SBI General Insurance Co. Ltd.

Authorized Signatory



## Two Wheeler Insurance Policy - Package(Annual)

### **ENDORSEMENTS**

Attached to and forming part of the Schedule to the Policy No: POPM2W00100107746

## **ENDORSEMENT DESCRIPTION**

## **IMT22.Compulsory Deductible**

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs....\* (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no ...\*\* of this policy .

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

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

\* (i) to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.

(ii) in respect of a vehicle rated under the Tariff for Private Car and in respect of a motorised two wheeler not carrying passengers for hire or reward, if any deductible in addition to the compulsory deductible provided in this endorsement is voluntarily borne by the insured, the sum representing the aggregate of the compulsory and the voluntary deductibles is to be inserted.

\*\* to insert Condition no 3 in respect of a vehicle rated under Tariff for Private Car/Two wheelers or Condition no 4 in respect of a vehicle rated under the Tariff for Commercial Vehicles.



				(	GST TAX INVO	DICE				
GST Invoice No:								06/04/2021 (	13:47:55)	
GSTIN/Uniqu e No: (SBI General)						SBI General State	MAHARASH <sup>-</sup>	MAHARASHTRA		
SBI General Branch Address:		nd Corporate estern Expres	e office: "Na	traj" 101, 201 a AndheriKurla -	Road,Andher					
				Deta	ails of Policy	Holder:				
Name:	K JAGADEESH	KUMAR								
Address:	22-138,PARVA Andhra Prade - 535501, India.		DEVI NAGAF	R, SARIKA STREE	ĒT,					
Policy Holder							Place o	f supply	Andhra	a Pradesh
State	Andhra Prade	sh						nvoice under se Charge No		No
GSTIN/Uniqu e No:							Policy Number POPM2W00100107		00100107746	
Insurance		Premium	Kera	la Cess	С	GST	SGST/ UTGST		IGST	
Product Name	HSN Code	(without Taxes)	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount
Private Motor 2 wheeler	NA	1,284.57	1%	0.00	9%	115.61	9%	115.61	0%	0.00
	•			•	•	•	•	•		•
Total Invoice Value (In Figures)	e 1,516.00									
Taxes Applicable	231.22							Authorize	d Signatory	
SBI General							1			
Receipt No:	Receipt Date:						05/04/2021			



### TWO WHEELER INSURANCE POLICY PACKAGE

### **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 SBI GENERAL INSURANCE COMPANY LIMITED (hereinafter called "the Company") for the insurance hereinafter contained and has paid the premium mentioned in the Schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance.

( The term two wheeler referred to in this Policy will include Motor Cycle/ Scooter / Auto Cycle or any other motorised two wheeled vehicle mentioned in the Schedule )

## NOW THIS POLICY WITNESSETH:

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

### SECTION I - LOSS OF OR DAMAGE TO THE VEHICLE INSURED

- 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 and frost;
- vi. by accidental external means;
- vii. by malicious act;
- viii. by terrorist activity;
- ix. whilst in transit by road, rail, inland-waterway, lift, elevator or air;
- x. by landslide rockslide.

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

- (1) For all rubber/nylon / plastic parts, tyres, tubes, and batteries 50%
- (2) For fibre glass components 30%
- (3) For all parts made of glass Nil
- (4) Rate of depreciation for all other parts 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 months but not exceeding 2 year	10%
Exceeding 2 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 year but not exceeding 10 years	40%
Exceeding 10 years	50%

- 2. The Company shall not be liable to make any payment in respect of
- a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages
- b) Damage to Tyres and Tubes unless the vehicle is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement.
- c) loss or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time; and
- d) Any accidental loss or damage suffered whilst the Insured or any person driving the vehicle with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle being disabled by reason of loss or damage covered under this Policy, the Company will bear the reasonable cost of protection and removal to the nearest repairer and re-delivery to the Insured but not exceeding in all, Rs.300/- in respect of any one accident.

The Insured may authorise the repair of the vehicle necessitated by damage for which the Company may be liable under this Policy provided that:

- a) the estimated cost of such repair including replacements, if any, does not exceed Rs.150/-;
- b) the Company is furnished forthwith with a detailed estimate of the cost of repairs; and
- c) the Insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

## SUM INSURED - INSURED'S DECLARED VALUE (IDV)

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

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

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.



THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE				
AGE OF THE VEHICLE	% OF DEPRECIATION FOR FIXING IDV			
Not exceeding 6 months	5%			
Exceeding 6 months but not exceeding 1 year	15%			
Exceeding 1 year but not exceeding 2 years	20%			
Exceeding 2 years but not exceeding 3 years	30%			
Exceeding 3 years but not exceeding 4 years	40%			
Exceeding 4 years but not exceeding 5 years	50%			

IDV of vehicles beyond 5 years of age and of obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the Company and the Insured.

IDV shall be treated as the 'Market Value' throughout the policy period without any further depreciation for the purpose of total Loss (TL) / constructive total loss (CTL) claims.

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

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

- 1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the insured vehicle against all sums which the Insured shall become legally liable to pay in respect of:
- i) death of or bodily injury to any person including occupants carried in the vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in course of employment of such person by the insured.
- ii) Damage to any property other than the property belonging to the insured or held in trust or in the custody or control of the insured.

**PROVIDED ALWAYS that the Company** shall not be liable in respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading there from.

- 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 the 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
- 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 provisions.

## **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 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:

- 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 during any one period of insurance.
- B) No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- C) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the Insured.

## This cover is subject to

- (a) the owner-driver is the registered owner of the vehicle insured herein;
- (b) the owner-driver is the Insured named in this Policy.
- (c) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident

## **GENERAL EXCEPTION**

(Applicable to all Sections of the Policy)

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;
- 2. any claim arising out of any contractual liability;
- 3. any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
  - (a) being used otherwise than in accordance with the 'Limitations as to Use' or
- (b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
- 4. (a) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequentialloss
- (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination 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 or contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or indirect 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.



#### **DEDUCTIBLE**

The Company shall not be liable for each and every claim under Section - I (loss of or damage to the vehicle insured) of this policy in respect of the deductible stated in the Schedule.

## **CONDITIONS**

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

- 1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.
- 2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 3. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
- (a) For total loss / constructive total loss of the vehicle the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
- (b) For partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
- 4. The Insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the Insured's own risk.
- 5. The Company may cancel the Policy by sending seven days 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.



- 6. If at the time of occurrence of an event that gives rise to any claim under this Policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
- 7. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute / difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no dispute or difference 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 conditions precedent to any liability of the Company to make any payment under this Policy.
- 9. In the event of the death of the sole insured, this Policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this Policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the motor vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

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

- a) Death Certificate in respect of the Insured
- b) Proof of title to the vehicle
- c) Original Policy



## **CLAIM SETTLEMENT**

The Company will settle the claim under this Policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of thirty days of the Survey Report or the additional Survey Report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

## **GRIEVANCE REDRESSAL PROCEDURE**

The Grievance Redressal Cell of the Company looks into complaints from policyholders. If the Insured has a grievance that the Insured wishes the Company to redress, the Insured may approach the person nominated as 'Grievance Redressal Officer' with the details of his grievance.

Name, address, e-mail ID and contact number. of the Grievance Redressal Officer appears in the Policy document as well as on Company's website. An acknowledgement will be sent from the Grievance Redressal Cell within 24 hours of receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and the Company's response notified within 15 days of receipt of complaint.

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance. List of Ombudsman offices with contact details are attached for ready reference. For updated status, Please refer to website www.irdaindia.org.

	Ombudsman Offices				
Areas of Jurisdiction	Addresses of the Ombudsman Offices				
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	AHMEDABAD  2nd Floor, Shree Jayshree Ambica Chambers, Nr. C U Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014				
	Tel: 27546150, Fax: 079-27546142 Email: insombalhd@rdiffmail.com				
States of Madhya Pradesh and Chattisgarh.	1st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011 Tel: 2578100, 2578102, 2578103, Fax: 0755-2578103 Email:insombmp@satyam.net.in				
State of Orissa.	BHUBANESWAR 62, Forst Park, BHUBANESWAR-751 009. Tel: 2535220, Fax: 0674-2531607 Email:susantamishra@yahoo.com, ioobbsr@vsnl.net				
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	CHANDIGARH S.C.O No.101,102 & 103, 2nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017 Tel: 2706196 EPBX:0172-2706468 Fax: 0172-2708274				
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	CHENNAI Fatima Akhtar Court , 4th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email:insombud@md4.vsnl.net.in				
States of Delhi and Rajasthan.	DELHI 2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002 Tel: 23239611, Fax: 011-23230858 Email: insombudsmandel@netcracker.com				
States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	HYDERABAD 6-2-46, Yeturu Towers,Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 55574325, Fax:040-23376599 Email:insombud@hd2.vsnl.net.in				
State of Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	KOCHI  2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email:insuranceombudsmankochi@hclinfinet.com				



	KOLKATA
	North British Building 29,
States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of	N S Road, 3rd Floor,
Andaman and Nicobar Islands.	KOLKATTA-700 001
	Tel: 22212666, 22212669,
	Fax:033-22212668
	LUCKNOW
	Jeevan Bhavan, Phase 2,
	6th floor, Nawal Kishore Road,
States of Uttar Pradesh and Uttaranchal.	Hazaratganj,
States of Ottal Fradesii and Ottalanchai.	LUCKNOW-226001
	Tel: 0522-2201188, 2231330, 2231331
	Fax:0522-2231310
	E-mail: ioblko@sancharnet.in
	MUMBAI
	3rd Floor, Jeevan Seva Annexe (above MTNL),
States of Maharashtra and Goa.	S V Road, Santacruz (W),
States of Manarasitia and Goa.	Mumbai-400 054
	Tel: 26106889, EPBX:022-26106889
	Fax:022-26106052, 26106980 Email:ombudsman.i@hclinfinet.com
	GUWAHATI
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh,	Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021
Nagaland and Tripura.	Tel: 2413525 EPBX:0361-2415430
	Fax: 0361-2414051

# Address and contact number of Governing Body of Insurance Council

Secretary General Governing Body of Insurance Council Jeevan Seva Annexe, 3rd Floor (Above MTNL) S. V. Road, Santacruz (W), Mumbai - 400 054 Tel: 022-6106889

Fax: 022-6106980, 6106052 Email: inscoun@vsnl.net