

PRIVATE CAR LONG TERM PACKAGE POLICY

POLICY WORDING

PREAMBLE

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 to the Company and which has been realized by the Company in respect of accidental loss or damage occurring during the Policy Period as stated in the schedule.

The term private car shall include Private Car Type Vehicles used for social, domestic and pleasure purposes and also for professional purposes (excluding the carriage of goods other than samples) of the insured or used by the insured's employees for such purposes but excluding use for hire or reward, racing, pace making, reliability trial, speed testing and use for any purpose in connection with the Motor Trade.

NOW THIS POLICY WITNESSETH:

That subject to the terms, exceptions and conditions contained herein or endorsed or expressed hereon;

DEFINITIONS

- 1. Act means the Insurance Act, 1938 (4 of 1938).
- 2. Authority means the Insurance Regulatory and Development Authority of India established under the provisions of section 3 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999).
- 3. Battery Electric Vehicle is a pure/ only or Electric Vehicle, that exclusively uses chemical energy stored in rechargeable battery packs, with no secondary source of propulsion (Eg: Hydrogen fuel cells, internal combustion etc.) Battery Electric vehicle derive all power from battery packs and thus have no internal combustion engine/fuel tank.
- 4. Constructive Total Loss The vehicle be considered to be Constructive Total Loss (CTL), where aggregate cost of retrieval and/ or repair of the vehicle subject to terms and conditions of the Policy exceed 75% of the Sum Insured.
- Carry Forward means the limit that has been made available from the expired Policy of the Insured with the Company.
- **6. Cyber Incident** means any malicious act or malware occurring on Insured's personal devices.
- 7. Competent Authority means
 - I. Chairperson, or
 - such whole-time member or such committee of the wholetime members or such officer(s) of the Authority, as may be determined by the Chairperson.
- 8. Complaint or Grievance means written expression (includes communication in the form of electronic mail or voice based electronic scripts) of dissatisfaction by a complainant with respect to solicitation or sale or purchase of an insurance policy or related services by insurer and/or by distribution channel.
 - **Explanation:** An inquiry or service request would not fall within the definition of the "complaint" or "grievance".
- 9. Complainant means a policyholder or prospect or nominee or assignee or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer and /or distribution channel.

- 10. Cover means an insurance contract whether in the form of a policy document or a cover note or a Certificate of Insurance or any other form as may be specified to evidence the existence of an insurance contract.
- **11. Data** means any digital information, irrespective of the way it is used, stored, or displayed (such as text, figures, images, video, recordings, or software).
- **12. Distribution Channels** include insurance agents, intermediaries or insurance intermediaries, and any persons or entities authorised by the Authority to involve in sale and service of insurance policies.
- 13. Electric Vehicle is a vehicle that uses one or more electric motors for propulsion, it can be powered by a collector system with electricity from extra vehicular sources, or it can be powered autonomously by a battery. Sometimes charged by solar panels, or by converting fuel to electricity using fuel cells or a generator. Electric Vehicle means, either Battery Electric Vehicle or Hybrid Electric Vehicle.

Explanation:

- "Material Information" for the purpose of these regulations shall mean all important, essential and relevant information and documents explicitly sought by insurer in the proposal form.
- (ii) The requirements of "disclosure of material information" regarding a proposal or policy, apply both to the insurer and the prospect, under these regulations.

Explanation: Insurance product referred herein shall also include the riders or add-on(s), if any Where a rider or add-on is tied to a base policy, all the terms and conditions of the rider or add-on shall be mentioned in the prospectus. Where a standalone rider or add-on is offered to a base product, a reference to the rider or add-on shall be made in the prospectus of the base policy indicating the nature of benefits flowing thereupon.

- **14. Grace Period** means the number of days available with the Insured to opt for Top Up after the expiry of the opted kilometers at the time of inception of the Policy or last Top Up, during the Policy Period/Year.
- **15. Hybrid Electric Vehicle** is powered by an internal combustion by one or more electric motors, which uses energy stored in the batteries. A hybrid electric vehicle cannot be plugged in to charge the battery. Instead, the battery is charged through regenerative break-in and by the internal combustion engine.
- **16. Home-maker** shall also be incapacitated to perform Normal Domestic duties and the student shall also be incapacitated to perform Normal Activity of a student.
- **17.** Lost or Stolen means having being inadvertently lost or having been stolen by a third party without Insured's assistance, consent or co-operation.
- 18. Loss with regard to:
 - toe, finger, thumb means actual complete severance from the foot or hand;
 - b) hearing means entire and irrecoverable loss of hearing.
- **19. Malware** means any unauthorised or illegal Software or code (such as viruses, spyware, computer worms, trojan horses,