

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

- Act** means the Insurance Act, 1938 (4 of 1938).
- 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).
- 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.
- 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.
- Cyber Incident** means any malicious act or malware occurring on Insured's personal devices.
- Competent Authority** means
 - Chairperson, or
 - such whole-time member or such committee of the whole-time members or such officer(s) of the Authority, as may be determined by the Chairperson.
- 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".

- 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.

- 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.
- Data** means any digital information, irrespective of the way it is used, stored, or displayed (such as text, figures, images, video, recordings, or software).
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- Lost or Stolen** - means having being inadvertently lost or having been stolen by a third party without Insured's assistance, consent or co-operation.
- Loss** with regard to:
 - toe, finger, thumb means actual complete severance from the foot or hand;
 - hearing means entire and irrecoverable loss of hearing.
- Malware** means any unauthorised or illegal Software or code (such as viruses, spyware, computer worms, trojan horses,

rootkits, ransomware, keyloggers, dialers, and rogue security Software) designed to cause harm to or to gain access to or disrupt Personal Devices or computer networks.

- 20. Mis-selling** includes sale or solicitation of policies by the insurer or through distribution channels, directly or indirectly by
- exercising undue influence, use of dominant position or otherwise, or
 - making a false or misleading statement or misrepresenting the facts or benefits, or
 - concealing or omitting facts, features, benefits, exclusions with respect to products, or
 - not taking reasonable care to ensure suitability of the policy to the prospects/policyholders.

21. Normal Domestic duties means the domestic duties normally performed by a person who remains at home and is not working in regular employment for income, including : cleaning the home, doing the washing, shopping for food, cooking meals ; and when applicable , looking after children.

22. Normal Activity of a student means , activities normally performed by a student and is not working in regular employment for income, including attending any sort of educational institution including vocational training institutions, or studying at home.

23. Permanent Total Disablement means : the Insured Person is incapacitated due to the injury - for a period lasting 12 months and at the expiry of that period being beyond reasonable hope of improvement – to an extent that engaging in each and every occupation or employment for compensation or profit which he/she was performing just prior to the accident, and for which the Insured Person is reasonably qualified by education & training or experience, is not possible for the rest of his/her life.

If such Insured Person is either a Home-maker or Student or any Person without any known source of income, then such Permanent Total Disablement shall mean the Insured Person is incapacitated due to the injury - for a period lasting 12 months and at the expiry of that period being beyond reasonable hope of improvement – to an extent that engaging in each and every activity which he/she was performing or was capable to perform just prior to the accident, including future employment for compensation or profit for which the Insured Person is reasonably qualified by education, training or experience, is not possible for the rest of his/her life.

24. Period of Confinement - means a period of consecutive Days of confinement as an Inpatient caused by an Accident or Injury.

25. Personal Devices means any devices not limited to tablets, mobile phones, Smart watch used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying, or transmitting Data.

26. Proposal form means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.

27. Prospect means any person who is a potential customer and likely to enter into an insurance contract either directly with the insurer or through the distribution channel involved.

28. Prospectus means a document either in physical or electronic format issued by the insurer to sell or promote the insurance product.

29. Software means any digital standard, customised or individual developed program, or application held or run by a Personal Device that comprises a set of instructions that are capable, when incorporated in a machine readable medium, of causing a machine with information processing capabilities to indicate, perform or achieve a particular function, task or result.

30. Solicitation means the act of approaching a prospect or a policyholder by an insurer or by a distribution channel with a view to persuading the prospect or a policyholder to purchase or to renew an insurance policy.

31. Salvage means the value of a vehicle that has met with an accident and has been damaged to such an extent that it no longer makes economic sense to repair

32. Top Up means the limit that has been opted and paid for during the Policy Period/Year

33. Un-named Passenger – means a person or persons travelling by the insured vehicle, who is/are neither the Owner Driver of the insured vehicle or its Paid Driver. The number of such Un-named Passengers covered under this Add On Cover should be equal to the Registered Carrying Capacity of the insured vehicle

34. Unfair trade practice shall have the meaning ascribed to such term in the Consumer Protection Act, 2019, as amended from time to time.

SECTION I

ACCIDENTAL LOSS OF OR DAMAGE TO THE VEHICLE INSURED

- The Company will indemnify the insured against accidental loss or damage to the vehicle insured hereunder and / or its accessories whilst thereon
 - by fire, explosion, self-ignition or lightning;
 - by burglary, housebreaking or theft;
 - by riot and strike;
 - by earthquake (fire and shock damage);
 - by flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm and frost;
 - by accidental external means;
 - by malicious act;
 - by terrorist activity;
 - whilst in transit by road, rail, inland-waterway, lift, elevator or air;
 - By landslide and rockslide

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

- For all rubber/ nylon / plastic parts, tyres and tubes, batteries and air bags- 50%
- For fibre glass components – 30%
- For all parts made of glass - Nil
- Rate of depreciation for all other parts including wooden parts will be as per the following schedule.
- Rate of Depreciation for Painting: In the case of painting, the depreciation rate of 50% shall be applied only on the

AGE OF VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 year but not exceeding 10 years	40%
Exceeding 10 years	50%

material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of total painting charges for the purpose of applying the depreciation.

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. And
 - (c) Any accidental loss or damage suffered to the vehicle 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 or driving the insured vehicle without a valid license in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989 (as amended).
3. In the event of the vehicle being disabled by reason of accidental loss or damage covered under this policy the Company will bear the reasonable cost of protection and removal of the vehicle to the nearest repairer and for re-delivery of the vehicle to the insured but not exceeding in all Rs. 1500/- in respect of any one accident.

The insured may authorize the repair of the vehicle necessitated by loss or damage covered under this policy for which the Company may be liable under this policy provided that:

 - (a) the estimated cost of such repairs, including replacements, if any, does not exceed Rs. 500;
 - (b) the Company is furnished forthwith with a detailed estimate of the cost of repairs; and
 - (c) The insured shall give the Company every assistance to see that such repair is necessary, and the charges are reasonable.

SUM INSURED – INSURED'S DECLARED VALUE (IDV)

The Insured's Declared Value (IDV) of the insured 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 of the vehicle insured 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 as stated in the Schedule separately for each year of the Policy Period shall be treated as the 'Market Value' of the vehicle 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
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 Section to the insured, the Company will indemnify any driver who is driving the insured 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 or the legal heir 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 or the legal heir of the insured and as though such representative or legal heir was the insured and observes, 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:

- arranges for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this policy.
- and
- undertakes 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 of the Motor Vehicles Act.

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 insured vehicle, whilst the owner-driver was mounting into/dismounting from the insured vehicle or 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:

- 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 the the Policy Period

- 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 has consumed alcohol or is under the influence of intoxicating liquor or drugs.
- 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

- the owner-driver is the registered owner of the vehicle insured herein;
- the owner-driver is the Insured named in this Policy.
- 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 under this Policy in respect of

- Any accidental loss damage and/or liability caused, sustained, or incurred outside the Geographical Area as stated in the Schedule.
- Any claim arising out of any contractual liability.
- Any accidental loss/damage and/or liability caused, sustained or incurred whilst the vehicle insured herein is
 - being used otherwise than in accordance with the 'Limitations as to Use' as stated in the Schedule or
 - 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.
- any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
 - any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 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.
- The Policy does not cover any accidental loss or damage caused to the Insured vehicle caused by or arising from or aggravated by

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.

- 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 in any case within 14 days of such occurrence 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 upon the insured having knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence of accidental loss or damage which may give rise to a claim under this policy. In case of theft or criminal act which may be the subject matter 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.
- No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires, to take over and conduct in the name of the insured the defense or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or 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.
- The Company may at its own option repair, reinstate or replace the insured 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:
 - For total loss / constructive total loss of the insured vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as stated in the schedule against the year in which the loss falls less the value of the wreck.
 - For partial losses, i.e. losses other than total loss/constructive total loss of the insured vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
- The insured shall take all reasonable steps to safeguard the insured vehicle from accidental 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 insured vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the insured vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the such vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to such vehicle shall be entirely at the insured's own risk.
- The Insured may cancel the Policy anytime during the Policy Period by giving a notice to the Company, in such case the Company shall refund premium for the unexpired Policy Period and provided there is no claim(s) made during the Policy Period.

The Company may cancel the Policy by giving 7 days' notice on grounds of established fraud, in such case no refund shall be made to the Insured.

Under no circumstances, the Company will cancel statutory Motor Third Party Liability insurance or any other compulsory insurance mandated by law except in case of double insurance or Total Loss/CTL.

The Cancellation refund is explained in below illustration

Claim Year	Policy Year-1	Policy Year-2	Policy Year-3
1	1st year OD & TP Premium retained	2nd and 3rd Year OD & TP Premium refunded (if alternate TP policy is provided)	
1	1st and 2nd year OD & TP Premium Retained		3rd Year OD & TP refunded (if alternate TP policy is provided)
3	No Refund		

In the event of OD Section cancellation initiated by Insured refund will be on pro rata basis, provided no claim has been made or reported TP Section refund will be made for the unexpired annual term on the date of cancellation on prorata basis

- 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.
- 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) or the personal representative of the insured to whom the custody and use of the insured motor vehicle passes may apply to have this policy transferred to the name(s) of the heir(s) or the personal representative or obtain a new insurance policy for the such Motor Vehicle.
Where such legal heir(s) or the personal representative 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 insured vehicle
 - Original policy
- No Claim Bonus:** No Claim Bonus (NCB), wherever applicable, will be as per the following table, which will be applicable on renewal of the policy term. A No Claim Bonus will only be allowed if the Policy is renewed within 90 days of the expiry date of the previous policy.

All Types of Vehicles	% Discount on Own Damage Premium
No claim made or pending during the full 1 year of insurance	20%
No claim made or pending during the 2 consecutive years of insurance	25%
No claim made or pending during the preceding 3 consecutive years of insurance	35%

10. **Sun Set Clause:** If at the renewal of the policy falling due at any time between 1st July 2002 and 30th June 2003, both days inclusive, (after completion of the full policy period of 12 months) an insured becomes entitled to an NCB of 55% or 65% in terms of the Tariff prevailing prior to 1st July 2002, the entitlement of such higher percentage of NCB will remain protected for all subsequent renewals till a claim arises under the policy, in which case the NCB will revert to NIL at the next renewal. Thereafter, NCB if any earned, will be in terms of the above table.

ENDORSEMENTS - Attached to and forming part of Policy

1. EXTENSION OF GEOGRAPHICAL AREA

In consideration of the payment of an additional premium of Rs.... by the Insured as mentioned in the schedule and realization thereof by the Company, it is hereby understood and agreed that notwithstanding anything contained in this policy to the contrary, the Geographical Area as stated in the schedule of this policy shall from the ./. /... to the ./. /.... (both days inclusive) be deemed to include *

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured / injury to its occupants / third party liability in respect of the vehicle insured during sea voyage / air passage for the purpose of ferrying the vehicle insured to the extended geographical area.

*Insert Nepal, Sri Lanka, Maldives, Bhutan, Pakistan, Bangladesh as the case may be

2. TRANSFER OF INTEREST

It is hereby understood and agreed that as from .../.../..... the interest in the policy is transferred to and vested in of carrying on or engaged in the business or profession of who shall be deemed to be the insured and whose proposal and declaration dated.. /.../.... shall be deemed to be incorporated in and to be the basis of this contract.

Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this Policy has been vested in any previous insured shall accrue to the benefit.

3. CHANGE OF VEHICLE

It is hereby understood and agreed that as from .../.../..... the vehicle bearing Registration Number is deemed to be deleted from the Schedule of the policy and the vehicle with details specified hereunder is deemed to be included therein-

Regd. No.	Engine/Chassis No.	Make	Type of Body	C.C.	Year of Manufacture	Seating Capacity including Driver	IDV

In consequence of this change, an extra/refund premium of Rs..... is charged/allowed to the insured.

4. HIRE PURCHASE AGREEMENT

It is hereby understood and agreed that (hereinafter referred to as the Owners) are the Owners of the vehicle insured and that the vehicle insured is subject of an Hire Purchase Agreement made between the Owners on the one part and the insured on the other part and it is further understood and agreed that the Owners are interested in any monies which but for this

Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

It is further declared and agreed that for the purpose of the personal accident cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement, it is expressly agreed that nothing herein shall modify or affect the rights and liabilities of the insured or the Company respectively under or in connection with this policy.

5. LEASE AGREEMENT

It is hereby understood and agreed that (hereinafter referred to as the Lessors) are the Owners of the vehicle insured and that the vehicle insured is the subject of a Lease Agreement made between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Lessors as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this policy is issued to the insured namely as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors, of his rights benefits and claims under this policy and further nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.

It is further declared and agreed that for the purpose of the personal accident cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement it is expressly agreed that nothing herein shall modify or affect the rights and liabilities of the insured or the Company respectively under or in connection with this policy.

6. VEHICLES SUBJECT TO HYPOTHECATION AGREEMENT

It is hereby declared and agreed that the vehicle insured is pledged to / hypothecated with (hereinafter referred to as the "Pledgee") and it is further understood and agreed that the "Pledgee" is interested in any monies which but for this Endorsement would be payable to the insured under this Policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the vehicle insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

It is further declared and agreed that for the purpose of the personal accident cover for the owner-driver granted under this

policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement, it is expressly agreed that nothing herein shall modify or affect the rights or liabilities of the insured or the Company respectively under or in connection with this policy or any term, provision or condition thereof.

7. DISCOUNT FOR MEMBERSHIP OF RECOGNISED AUTOMOBILE ASSOCIATIONS

It is hereby understood and agreed that in consideration of the insured's membership of** a discount in premium of Rs.....* is allowed to the insured hereunder from/..../....

It is further understood and agreed that if the insured ceases to be a member of the above mentioned association during the currency of this policy, the insured shall immediately notify the Company accordingly and refund to the Company, a proportionate amount of the discount allowed on this account for the unexpired period of the cover.

* Discount amount allowed to be mentioned.

** Insert name of the concerned Automobile Association.

8. INSTALLATION OF ANTI-THEFT DEVICE

An Anti-Theft device has been installed in the vehicle insured herein, a premium discount of Rs.....* is hereby allowed to the insured.

It is hereby understood and agreed that the insured shall ensure at all times that this Anti-theft device installed in the vehicle insured is maintained in efficient condition till the expiry of this policy.

*. Discount amount to be mentioned.

9. DISCOUNT FOR SPECIALY DESIGNED/MODIFIED VEHICLES FOR THE BLIND, HANDICAPPED AND MENTALLY CHALLENGED PERSONS

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the vehicle insured being specially designed /modified for use of blind, handicapped and mentally challenged persons and suitable endorsement to this effect having been incorporated in the Registration Book by the Registering Authority, a discount of 50% on the Own Damage premium for the vehicle insured is hereby allowed to the insured.

10. USE OF VEHICLE CONFINED TO THE INSURED'S OWN PREMISES

It is hereby understood and agreed that the Company shall not be liable in respect of the vehicle insured while the vehicle is being used elsewhere than in the insured's premises except where the vehicle is specifically required for a mission to fight a fire.

For the purposes of this endorsement 'Use confined to own premises' shall mean use only on insured's premises to which public have no general right of access.

11. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER OR CLEANER

In consideration of the payment of an additional premium by the insured as mentioned in the schedule and realization thereof by the Company, it is hereby agreed and understood that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the insured in direct connection with the vehicle insured, or

whilst mounting and dismounting from or traveling in the vehicle insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in:-

Details of Injury	Scale of Compensation
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii) Loss of one limb or sight of one eye	50%
iv) Permanent Total Disablement from injuries other than named above	100%

Provided always that:

- (1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Company shall not in the aggregate exceed the sum of Rs.....* during any one Period of Insurance/Policy Period in respect of any such person.
- (2) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury, suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3) such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

* The Capital Sum Insured (CSI) per person is to be inserted.

12. PERSONAL ACCIDENT TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER OR CLEANER

In consideration of the payment of an additional premium by the insured as mentioned in the schedule and realization thereof by the Company, it is hereby understood and agreed that the Company undertakes to pay compensation on the scale provided below for bodily injuries hereinafter defined sustained by any passenger other than the insured and/or the paid driver, attendant or cleaner and/or a person in the employment of the insured coming within the scope of the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in the insured motor car/vehicle and caused by violent accidental external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:-

Details of Injury	Scale of Compensation
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii) Loss of one limb or sight of one eye	50%
iv) Permanent Total Disablement from injuries other than named above	100%

Provided always that:

- (1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Company shall not in the aggregate exceed the sum of Rs.....* during any one Period of Insurance/Policy Period in respect of any such person.
- (2) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury, suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3) such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.
- (4) not more than ...** persons/passengers are in the vehicle insured at the time of occurrence of such injury.

* The Capital Sum Insured (CSI) per person is to be inserted.

** The registered seating capacity of the vehicle insured to be inserted.

13. PERSONAL ACCIDENT COVER TO PAID DRIVERS, CLEANERS AND CONDUCTORS:

In consideration of the payment of an additional premium by the insured as mentioned in the schedule and realization thereof by the Company, it is hereby understood and agreed that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the paid driver/cleaner/conductor in the employment of the insured in direct connection with the vehicle insured whilst mounting into dismounting from or traveling in the insured vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in:-

Details of Injury	Scale of Compensation
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii) Loss of one limb or sight of one eye	50%
iv) Permanent Total Disablement from injuries other than named above	100%

Provided always that:

- (1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Company shall not in the aggregate exceed the sum of Rs.....* during any one period of insurance/Policy Period in respect of any such person.
- (2) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3) such compensation shall be payable only with the approval

of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

* The Capital Sum Insured (CSI) per person is to be inserted.

14. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY

Notwithstanding anything to the contrary contained in this policy it is hereby understood and agreed that in the event of loss or damage to the vehicle insured and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle insured is held for repair or in the event of the Company exercising the option under, * to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to:-

- (a) (i) the price quoted in the latest catalogue or the price list issued by the manufacturer or his agent for the country in which the vehicle insured is held for repair less depreciation applicable;

OR

- (ii) if no such catalogue or price list exists the price list obtaining at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the policy; and

- (b) the reasonable cost of fitting such parts.

15. REDUCTION IN THE LIMIT OF LIABILITY FOR PROPERTY DAMAGE

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy, the Company's liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to the insured or held in trust or in custody or control of the insured.

In consideration of this reduction in the limit of liability a reduction in premium of Rs.....* is hereby made to the insured.

*To insert, Rs.100 for private cars,

16. 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 Company in the exercise of its discretion under Condition no ...** of this Policy.

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

*(I) to insert amount as appropriate to the class of vehicle insured

- (ii) 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.

17. VOLUNTARY DEDUCTIBLE

It is hereby declared and agreed that the insured having opted a voluntary deductible of Rs.....*, a reduction in premium of Rs** under Section 1 of the policy is hereby allowed.

In consideration of the above, 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 Company in the exercise of its discretion under Condition no ...# of this policy.

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

*to insert voluntary deductible amount opted by the insured

**to insert appropriate amount relating to the voluntary deductible opted

***to insert aggregate amount of voluntary deductible opted and the compulsory deductible applicable to the vehicle insured

18. ELECTRICAL / ELECTRONIC FITTINGS

(Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle –)

In consideration of the payment of additional premium of Rs..... by the insured as mentioned in the schedule and realization thereof by the Company, notwithstanding anything to the contrary contained in the policy, it is hereby understood and agreed that the Company will indemnify the insured against loss of or damage to such electrical and/or electronic fitting(s) as specified in the Schedule whilst it/these is/are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section I of the policy.

The Company shall, however, not be liable for loss of or damage to such fitting(s) caused by/as a result of mechanical or electrical breakdown.

Provided always that the liability of the Company hereunder shall not exceed the Insured's Declared Value (IDV) of the item.

19. CNG / LPG KIT IN BI-FUEL SYSTEM (Own Damage cover for the kit)

In consideration of the payment of additional premium of Rs.....* notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Company will indemnify the insured in terms, conditions, limitations and exceptions of Section 1 of the policy against loss and/or damage to the CNG/LPG kit fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the policy.

* To insert premium amount

20. FIRE AND/OR THEFT RISKS ONLY

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section II of the policy is deemed to be cancelled and under Section I thereof the Company shall only be liable to indemnify the insured against loss or damage by fire, explosion, self ignition, lightning and/or burglary, housebreaking, theft and riot strike, malicious damage, terrorism, storm, tempest, flood, inundation and earthquake perils whilst the vehicle is laid up in garage and not in use.

NB. (i) In case of Fire Risk only, the words "burglary housebreaking theft" is to be deleted.

NB. (ii) In case of Theft Risk only, the words "fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils" are to be deleted.

21. LIABILITY AND FIRE AND / OR THEFT

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section I of the policy the Company shall not be liable there under except in respect of loss or damage to the insured vehicle by fire, explosion, self-ignition, lightning and/or burglary housebreaking, theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils.

NB. (i) In case of Liability and Fire Risks only, the words "burglary housebreaking theft" is to be deleted.

NB. (ii) In case of Liability and Theft Risks only, the words "fire explosion self-ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils" are to be deleted.

22. LEGAL LIABILITY TO EMPLOYEES OF THE INSURED OTHER THAN PAID DRIVER AND / OR CONDUCTOR AND / OR CLEANER WHO MAY BE TRAVELLING OR DRIVING IN THE EMPLOYER'S CAR

In consideration of the payment of an additional premium @ Rs.50/- per person and realization thereof by the Company per employee insured notwithstanding anything to the contrary contained in the policy, it is hereby understood and agreed that the Company will indemnify the insured against the Insured's liability at Common Law and Statutory Liability under the Fatal Accidents Act, 1855 for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than paid drivers) of the within named insured being carried in or upon or entering in or getting on to or alighting from or driving the vehicle insured.

Provided that in the event of an accident whilst the vehicle insured is carrying more than.....* employees of the insured (including the driver) the insured shall repay to the Company a ratable proportion of the total amount payable by the Company by the reason of this endorsement in respect of accident in connection with such vehicle insured.

This cover is mandatorily to be given as inbuilt cover where the vehicle is owned and registered in the name of an organization/entity

NB. * To insert the number of employees for which the premium has been paid.

23. TRAILERS (Applicable to Private Cars Only)

In consideration of the payment of an additional premium, it is hereby understood and agreed that the indemnity granted by this policy shall extend to apply to the Trailer (Registration No.....)"

Provided always that

- (a) *the IDV of such Trailer shall be deemed not to exceed**
- (b) the term "Trailer" shall not include its contents, or anything contained thereon.
- (c) such indemnity shall not apply in respect of death or bodily injury to any person being conveyed by the said Trailer otherwise than by reason of or in pursuance of a contract of employment.

24. RELIABILITY TRIALS AND RALLIES

In consideration of the payment of an additional premium by the insured as mentioned in the schedule and realization thereof by the Company, it is hereby understood and agreed that in the indemnity granted by this policy is extended to apply whilst the vehicle insured is engaged in* to be held at** on or about the date of .././.... under the auspices of #

Provided that—

- (a) No indemnity shall be granted by this Endorsement to #
- (b) This policy does not cover use for organized racing, pace making, or speed testing.
- (c) During the course of the*, the Company shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle insured at the time of the occurrence of the event out of which any claim arises.

It is further understood and agreed that while the vehicle insured is engaged in*, the insured shall bear the first Rs@ (or any less amount for which the claim may be assessed) of each and every claim under Section I of this policy.

Provided that if the Company shall make any payment in exercise of its discretion under condition No. 3 of the policy in settlement of any claim and such payment includes the amount for which the Insured is responsible by reason of this Endorsement the Insured shall repay to the Company forthwith the amount for which the insured is so responsible.

For the purpose of this Endorsement the expression "claim" shall mean a claim or series of claims arising out of one event.

*To insert the name of the event

**To insert the venue of the event.

@To insert Rs 5000/- for Private Cars or Rs 2500/- For the duration of the event the deductible under Section 1 of this Policy for the purpose of Endorsement 16 will be the amount stated in Endorsement 16 or the amount stated herein, whichever is higher.

#To insert the name of the promoters of the event.

##To delete the entire paragraph in case of liability only

policies

25. ACCIDENTS TO SOLDIERS /SAILORS/ AIRMEN EMPLOYED AS DRIVERS

In consideration of the payment of an additional premium of Rs 100/- per person and realization thereof by the Company, it is hereby understood and agreed that in the event of any Soldier/Sailor/Airman employed by the insured to drive the vehicle insured being injured or killed whilst so employed, this policy will extend to relieve the insured of his liability to indemnify Ministry of Defense under the respective Regulations.

ADD ON COVERS

The covers listed below are Add On Covers and are available to the Insured on payment of additional premium, subject to below mentioned terms, conditions, and exclusions

1. DEPRECIATION REIMBURSEMENT

In consideration of payment of the additional premium mentioned in the Schedule, it is hereby agreed that notwithstanding anything to the contrary contained in the Policy, the Company will reimburse the Insured, the amount of depreciation applicable on the parts which were allowed to be replaced for approved partial loss claims under Section I of the Policy, specified in the Policy Schedule.

Provided that

- 1. No reimbursement shall be granted for Total Loss / Constructive Total Loss / Theft claims under this cover.
- 2. This cover shall not include compulsory deductible and any voluntary deductible opted in this Policy.
- 3. This cover shall be limited to number of admissible partial own damage claims as specified in the Policy Schedule for each block of annual period,.

Specific Exclusions

- 1. Where the Own Damage Claim made by Insured against the Company under this Policy is not payable.
- 2. Depreciation pertaining to any part/ sub part/ accessories not approved for replacement by the Company under this Policy.

The cost of repairs equaling or exceeding its insured value.

2. COVER FOR CONSUMABLES

In consideration of the payment of an additional premium by the Insured, it is hereby agreed that this Policy extends to cover expenses incurred by the Insured towards consumable items in the event of damage to the vehicle insured and/or its accessories, arising out of perils covered under the Policy.

For the purpose of this add on cover, consumable items will mean nut and bolt, screw, washers, grease, lubricants clips, Gear box oil, ac gas, bearings, distilled water, engine oil, oil filter, fuel filter, and break oil.

3. ENGINE GUARD

Notwithstanding anything contained in the Policy, in consideration of payment of additional premium as mentioned in the Policy, it is hereby agreed that this Policy extends to cover the damage to the internal child parts of the engine and/or gear box of the insured vehicle arising out of