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 the Insurance Company Limited for insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance to the Insurance Company and which has been realized by the Insurance Company in respect of accidental loss or damage occurring during the Period of Insurance as stated in the schedule

Now This Policy Witnesseth:

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

Section 1: Loss of or Damage to the Vehicle Insured

The Insurance 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 or 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 and rockslide

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

1. For all rubber/ nylon/ plastic parts, tyres, tubes and batteries (excluding traction 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	As per the following schedule

Age of Vehicle	Depreciation Rate

Age of Vehicle	Depreciation Rate
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 years but not exceeding 10 years	40%
Exceeding 10 years	50%

Rate of depreciation for traction batteries used in electric, electric-hybrid, plug-in hybrid vehicles (and other such vehicles powered by electric batteries)	As per the following schedule

Age of Traction Battery	Depreciation Rate
Up to 1 year	Nil
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	20%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 years but not exceeding 6 years	45%
Exceeding 6 years but not exceeding 7 years	65%
Exceeding 7 years	100%

Rate of Depreciation for painting: In the case of painting, the depreciation rate of 50% shall be applied only on the 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.

The Insurance 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 of 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 has consumed alcohol or 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).

In the event of the vehicle being disabled by reason of accidental loss or damage covered under this policy the Insurance Company will bear the reasonable cost of protection and removal of the vehicle to the nearest repairer and for redelivery of the vehicle to the insured but not exceeding in all ₹300/- 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 Insurance Company may be liable under this policy provided that:

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

Policy Period / Period of Insurance

Means the period commencing from policy start date and hour and terminating on the policy end date and hour as specified in Schedule of the policy.

Insured Declared Value

Insured Declared Value represents the maximum liability of the insurer in the event of total loss or constructive total loss of the insured vehicle.

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

The IDV of the vehicle (and accessories, if any, fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the make and model variant of the Insured vehicle at the commencement of insurance/renewal and adjusted for depreciation as per "Criteria for determining IDV" (as per schedule below).. The age-wise IDV depreciation scale is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

Manufacturer's listed selling price shall be the ex-showroom price of the vehicle including all applicable taxes and excluding road taxes,, as defined by the respective vehicle manufacturer.

The general schedule for IDV shall be as follows

The Schedule of Depreciation for fixing the IDV of the Vehicle	
Age of Vehicle	**Depreciation Rate**

The Schedule of Depreciation for fixing the IDV of the Vehicle	
Age of Vehicle	**Depreciation Rate**
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%
Exceeding 5 years but not exceeding 6 years	55%
Exceeding 6 years but not exceeding 7 years	60%
Exceeding 7 years	65%

Insured Declared Value Deviation

IDV deviation may be allowed by the Insurance Company on case-to-case basis.

Section 2: Liability to Third Parties

1. Subject to the limits of liability as laid down in the Schedule hereto the Insurance 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
   A. Death of or bodily injury to any person including occupants carried in the Insured 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 Insurance Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured. The words “including occupants “ to be omitted for the period during which own damage cover is not effective with the bundled policy issuing insurer.
   B. 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 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 Insurance Company will indemnify any driver who is driving the insured vehicle on the Insured’s order or with insured’s permission provided that such driver shall as though he/she was the insured, observe, fulfil 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 Insurance 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 fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.

5. The Insurance Company may at its own option:
   A. Arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this policy and
   B. Undertake the defense of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this policy

Avoidance of certain terms and right of recovery

Nothing in this policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act. But the Insured shall repay to the Insurance Company all sums paid by the Insurance Company which the Insurance Company would not have been liable to pay but for the said provision 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 3: Personal Accident Cover for Owner Driver

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

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

Provided always that

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

This cover is subject to:

(a) The Owner-Driver is the registered owner of the vehicle Insured herein
(b) The Owner-Driver is the Insured named in this Policy
(c) The Owner-Driver holds a valid driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989 (as amended), at the time of the accident

General Exceptions (Applicable to all Sections of the Policy)

The Insurance Company shall not be liable in respect of:

1. Any accidental loss damage and/or liability caused sustained or incurred outside the Geographical Area as stated in the schedule.
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 as stated in the schedule or
    b. Being driven by or is for the purpose of being driven by or in the charge of any person other than a driver as stated in the Driver's clause
4. i) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
   ii) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes 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 consequences 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.
7. Where a loss is covered under Motor Insurance Policy or any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time.

Deductible

The Insurance Company shall not be liable for each and every claim under Section -1 (loss of or damage to the vehicle Insured) of this Policy in respect of the Deductible stated below.

The deductible in respect of Any one Accident shall be the amount of Deductible for Section 1 Own Damage as specified below:

Type of Vehicle (Non- Electric including Hybrid)	Compulsory Deductible(₹)
Two Wheeler	100/-

Type of Vehicle (Electric)	Compulsory Deductible(₹)
Two Wheeler (<7 KW)	100/-
Two Wheeler (>=7 KW)	100/-

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 Insurance 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 Insurance Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Insurance Company immediately on receipt by the Insured. Notice shall also be given in writing to the Insurance Company immediately upon the insured having knowledge of any impending prosecution, inquest or fatal injury 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 matter of a claim under this policy the insured shall give immediate notice to the Police and co-operate with the Insurance 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 Insurance 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 damages 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 Insurance Company may require.
3. The Insurance 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 Insurance Company shall not exceed:
    i. For total loss / constructive total loss of the insured vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule against the year in which loss falls less the value of the wreck
    ii. 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

4. The insured shall take all reasonable steps to safeguard the insured vehicle from loss or damage and to maintain it in efficient condition and the Insurance 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 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

5. **Total Loss/ CTL/ Theft**

In case of Total Loss/ CTL/ Theft of the vehicle during the policy, the policy shall be cancelled from the date of intimation of loss.

For Total Loss:

If the Insured Vehicle has been destroyed or has been rendered permanently incapable of use, it is declared a Total Loss claim

For Constructive Total Loss:

If the Assessed Loss of the Insured Vehicle is more than 75% of the Insured Declared Value, the claim is considered for CTL (Constructive Total Loss)

For Theft:

When the Insured Vehicle is stolen in entirety, it results in a Theft claim. In such cases, the claim is settled on Insured Declared Value basis upon receipt of all the relevant documents and NTC report (non-traceable report) from the police under whose jurisdiction the theft is reported

6. **Cancellation & Refund**

i. In case of no claim in the policy

i. Cancellation by insurer:

The Insurance Company may cancel the policy by sending Seven day's notice by recorded delivery to the insured at Insured's last known address on the grounds of fraud, non- disclosure of material facts or non- cooperation. In such event of cancellation, the policy shall stand cancelled ab-initio with no premium refund for the years for which the risk has already incepted. However refund will be provided in full by the insurer for the years for which the risk has not incepted.

ii. Cancellation by Insured:

The policy may be cancelled at any time during the term, by informing the insurer with/without assigning any reason. Provided no claim has arisen during the period of insurance.

In case of no Claim:

In the event of cancellation by the insured the refund amount shall be on proportional basis and shall be calculated as per the terms and conditions laid out.

In the event of cancellation by the insured the refund amount shall be calculated as set out in the below table for both OD (1st year) and TP premium (5 years).

Policy Term	Year of Cancellation	Methodology of Premium Refund				
		Policy	Policy Year 2	Policy Year 3	Policy Year 4	Policy

5 Years		Year 1				Year 5
	1st Year	Premium retained on Proportional basis	Full Annual Premium Refund	Full Annual Premium Refund	Full Annual Premium Refund	Full Annual Premium Refund
	2nd Year	Full Annual Premium Retained	Premium retained on proportionalbasis	Full Annual Premium Refund	Full Annual Premium Refund	Full Annual Premium Refund
	3rd Year	Full Annual Premium Retained	Full Annual Premium Retained	Premium retained on proportionalbasis	Full Annual Premium Refund	Full Annual Premium Refund
	4th Year	Full Annual Premium Retained	Full Annual Premium Retained	Full Annual Premium Retained	Premium retained on proportionalbasis	Full Annual Premium Refund
	5th Year	Full Annual Premium Retained	Full Annual Premium Retained	Full Annual Premium Retained	Full Annual Premium Retained	Premium retained on proportional basis

Under no circumstances can the insurer cancel statutory Motor Third Party Liability insurance or any other compulsory insurance mandated by law except in case of double insurance or total loss/Cash loss.

ii. In case of claim in the policy
Where any claim has been admitted or has been lodged by the person under the Policy, there shall be no refund of premium for any of the policy years
There shall be no refund of Own Damage premium in the event of claim in the policy.

iii. Cancellation due to Total Loss/Total Theft/ Cash loss of Vehicle/ Double insurance

- In the event of lodgement and settlement of a total loss claim including Total theft Claim and constructive total loss/ cash loss claims, there will not be any premium refund related to any section of the insurance policy.
- In the event of cancellation of policy due to double insurance, the company will refund the Own damage and liability section premium in full for the unexpired years (years for which the Risk has not yet incepted). For the year where policy is in force (risk has incepted), premium will be refunded as follows:

Sr No.	Scenarios	Same Risk start date (RSD)	Different Risk start date (RSD)	
			First policy cancelled (on request of	Later policy Cancelled

			Insured	
1.	Double insurance issued by the same company	Full Refund	1.Full refund - if request is received before RSD 2.Proportional Refund - If request is received after RSD.	Full
2.	Double insurance issued by different insurers	Full Refund - If cancellation request is received within 30 days from RSD. Proportional refund - if request is received after 30 days from RSD.	Proportional Premium Refund	Proportional Premium Refund

7. 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 Insurance Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense
8. It is also hereby further expressly agreed and declared that if the Insurance 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.
9. The due observance and fulfilment 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 Insurance Company to make any payment under this policy
10. In the event of the death of the sole Insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of Insured or until the expiry of this Policy (whichever is earlier). During the said period, legal heir(s) of the Insured to whom the custody and use of the motor vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance Policy for such Motor Vehicle

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

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

11. Motor Third Party insurance shall not be cancelled by either insurer or the insured except on the following grounds:
    - Double Insurance
    - Vehicle not in use anymore because of Total Loss or Constructive Total Loss On submission of original RC (registration certificate) cancelled in case of Total Loss/ Constructive Total Loss

No Claim Bonus

No Claim Bonus (NCB), wherever applicable, will be as per the following table, which will be applicable for renewal of annual policy:

All type of vehicles	% of discount on Own Damage Premium
No claim made or pending during the preceding full year of insurance	20%
No claim made or pending during the preceding 2 consecutive year of insurance	25%
No claim made or pending during the preceding 3 consecutive year of insurance	35%
No claim made or pending during the preceding 4 consecutive year of insurance	45%
No claim made or pending during the preceding 5 consecutive year of insurance	50%

Maximum capping for NCB will be 50%

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.

No Claim Bonus Rules in case of Transfer of Ownership

Recovery of NCB from the new owner shall be the NCB percent as mentioned in the policy schedule i.e. the entry NCB. However Reserving Letter to the Old owner should be the actual earned NCB at the time of sale of vehicle

Endorsements (Attached to and forming a part of Policy)

All the IMTs specified in the policy wording shall be governed by the terms, conditions, and premium rates of the erstwhile India Motor Tariff.

IMT. 1. Extension of Geographical Area

In consideration of the payment of an additional premium of `..... by the Insured as mentioned in the schedule and realization thereof by the Insurance Company, it is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary the Geographical

Area in 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.

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

NOTE: Insert Nepal/ Sri Lanka/ Maldives/ Bhutan/ / Bangladesh as the case may be.

IMT. 7. 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 insurer 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 expressly agreed that nothing herein shall modify or affect the rights or liabilities of the Insured or the Insurer respectively under or in connection with this Policy or any term, provision or condition thereof. Subject otherwise to the terms exceptions conditions and limitations of this policy.

IMT. 16. Personal Accident To Unnamed Passengers Other Than Insured And The Paid Driver And Cleaner {For vehicles rated as Private cars and Motorised two wheelers (not for hire or reward) with or without sidecar}

In consideration of the payment of an additional premium by the insured as mentioned in the schedule and realization thereof by the Insurance Company it is hereby understood and agreed that the Insurance 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 travelling in the insured 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:

Nature of injury	Scale of compensation
Death	100%
Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
Loss of one limb or sight of one eye	50%

Nature of injury	Scale of compensation
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 Insurance Company shall not in the aggregate exceed the sum of `.....* during any one period of insurance 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

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

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

** The registered sitting capacity of the vehicle Insured is to be inserted

IMT. 24. Electrical / Electronic Fittings / Non Electronic Fittings (Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle. Package Policy only)

In consideration of the payment of additional premium of `....., by the insured as mentioned in the schedule and realization thereof by the Insurance Company notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the Insurance Company will indemnify the Insured against loss of or damage to such electrical and/ or electronic fitting(s) and/or non electronic fittings 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.1 of the policy.

The Insurance 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 Insurance Company hereunder shall not exceed the Insured's Declared Value (IDV) of the item.

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

IMT. 25. Cng/Lpg Kit In Bi-Fuel System (Own Damage cover for the kit)

In consideration of the payment of premium of `.....* notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insurance Company will indemnify the Insured in terms conditions limitations and exceptions of Section1 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.

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

* To insert sum arrived at in terms of G.R.42.

NOTE: Apart from the above mentioned IMT's below mentioned IMT's are also applicable as per erstwhile India Motor Tariff in case the policy is endorsed with relevant section by collecting applicable premium:

IMT 3, IMT 4, IMT 6, IMT 8, IMT 11A, IMT 11B, IMT 11C, IMT 12, IMT 13, IMT 15, IMT 22, IMT 26, IMT 27, IMT 31, IMT 33.

Add On Covers

1. **Zero Depreciation Cover**

   This add on cover is applicable only if it is mentioned in the policy schedule.

   In consideration of payment of an additional premium and notwithstanding anything to the contrary contained in section I of this Policy it is hereby understood and agreed that the Insurance Company will indemnify the Insured without deduction for depreciation on parts in respect of approved partial loss claims.

   Provided that the indemnity granted by this Endorsement:

   1) The customer can choose the number of claims – either two claims in each tenure of 12 months on a non – cumulative basis or unlimited claims for this cover as per his/ her selection during proposal and the same be mentioned in policy schedule.
   2) No indemnity shall be granted to Total Loss / Constructive Total Loss / Theft claims
   3) Shall be applicable subject to insured vehicle being given for repairs to Company's Authorised Dealer/ Repairer only.

   Exclusions:

   1. Loss or damage to tyres and/or battery (other than traction batteries) of the Insured vehicle

   Subject otherwise to the terms, exceptions, conditions and limitations of the Policy

   Standard Deductible under Section 1 of the policy shall be applicable to this cover

2. **Engine Protect Cover**

   What is covered

   In consideration of the payment of the additional premium by the Insured as mentioned in the schedule and realization thereof by the Insurance Company, the Company will pay the Insured for repair and replacement expenses for the Consequential loss or damage to-

   - Internal parts of the engine
   - Gear Box, Transmission or Differential Assembly

Provided loss or damage is due to ingress of water in the engine or leakage of lubricating oil from engine / respective assembly due to Accidental means.

What is not covered

The Insurance Company shall not indemnify the Insured under this endorsement in respect of

1. Loss or damage covered under the manufacturer's warranty; recall campaign or forming part of maintenance / preventive maintenance
2. Any aggravation of loss or damage including corrosion due to delay in intimation to us and / or retrieving the vehicle from waterlogged area
3. Any claim where the repair has been carried out without prior approval from Us
4. Cost of engine oil and consumables in case of flushing of engine

Special Condition:

Claim under this endorsement will be admissible only if –

1. In case of water damage, there is an evidence of the insured vehicle being submerged or stopped in a waterlogged area
2. In case of leakage of lubricating oil, there is visible evidence of accidental damage to engine or respective assembly.
3. There is evidence of under carriage damage to Engine Parts and / or Gear Box parts and / or Differential parts leading to oil leakage and leading resulting into damage of covered parts
4. Vehicle is transported / towed to garage within 48 hrs of water receding from the waterlogged area
5. The Insured have taken all reasonable steps, safeguards and precautions to avoid any loss or damage and also prevent aggravation of loss once the loss or damage to the insured vehicle is sustained and noticed by the Insured

Subject otherwise to terms, conditions, limitations and exceptions of the Two-wheeler Policy

Standard Deductible under Section 1 of the policy shall be applicable to this cover

3. Electric Vehicle Battery Protection Cover

1. Coverages

1.1. This cover pays for repair and/or replacement of damaged battery and/or Battery Management System (BMS), OEM supplied charger and/or internal parts of the Electric Motor and in case of Hybrid Electric Vehicle, the differential and transmission units along with it, due to

i. Unexpected Power Surge while charging the battery

ii. Water ingress or moisture buildup within the traction battery or the BMS, due to submergence in water following a flood and or inundation

iii. Spontaneous, unexplained, and uncontrolled exothermic electrochemical reactions (of substrates that are within the battery cells) resulting in explosion of and or visible flames and or smoke from the traction battery or the BMS

1.2. The below are excluded for the purpose of this cover

i. Damages resulting from failure to use vehicle manufacturer's recommended and genuine equipment, spare parts, consumables like coolants
ii. Damages resulting from failure to follow the manufacturers' instructions whilst charging, parking, and riding the vehicle
iii. Any loss after the vehicle has been serviced in an unauthorized service garage or center. Handling of the equipment by unauthorized service personnel
iv. Any damages due to charging done through unauthorized charging stations (which are not recommended by manufacturer) or charging equipment (not provided or authorized by manufacturer)
v. Damages resulting from attempted or actual physical access or dislodgment of the battery or BMS by anyone apart from the authorized personnel
vi. Damages resulting from failure to use the latest software version as prescribed by the Manufacturer
vii. Damages resulting from any attempted or actual Theft of Battery
viii. Damages resulting from any wear and tear of the battery, cable and wires
ix. Any damages due to participation in adventurous activities or activities not recommended by manufacturer guidelines.
x. Any damages due to participation in adventurous activities or activities not recommended by manufacturer guidelines.
xi. Damages resulting due to fully discharged Battery not plugged in within 24 hours of such discharge
xii. Any Third-Party bodily injury or property damage claim arising due to anything happening with battery
xiii. Any claim where the repair has been carried out without prior approval from the Insurance Company
xiv. Any claims for repair/replacement of parts covered under the Manufacturer's Warranty Period

1.3. The coverage is subject to meeting the below conditions

i. Coverage will be valid only if the charging was done as per the guidelines by the OEMs and using standard charging infrastructure as provided or recommended
ii. At all times, it is the insured's responsibility to take all reasonable measures and precautions as prescribed by manufacturer for the Battery or BMS
iii. State-of-Health (SOH) level of battery to be maintained as per manufacturers schedule of battery health
iv. Number of claims to be admissible in a policy period is 2 claims in each tenure of 12 months on a non – cumulative basis

1.4. It is warranted that:

i. Vehicle has been transported or towed to garage within 48 hrs of water receding from the waterlogged area, as specified in the policy schedule
ii. The Insured has taken all reasonable steps, safeguards and precautions to avoid any loss or damage and prevent aggravation of loss once the loss or damage to the insured vehicle is sustained and noticed by the Insured
iii. Number of claims to be admissible in a policy period is 2 claims in each tenure of 12 months on a non – cumulative basis

1.5. Claims under this cover are admissible only if:

i. In case of water damage, there is evidence of the insured vehicle being submerged or parked or stranded in a waterlogged area
ii. In case of leakage of Motor Coolant, there is visible evidence of accidental damage to the electric motor or the respective assembly

Subject otherwise to all other terms, conditions, limitation, and exclusions of the Motor Own Damage Policy on which this Cover is attached to

GRIEVANCE REDRESSAL PROCEDURE

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

Our Grievance Redressal Officer

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call us: 18002677444
- Write to us – grievance@hdfcergo.com
- Senior Citizens: 022 6158 2026 | Email ID: seniorcitizen@hdfcergo.com.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday. **branch wise list of our customer grievance officers is updated on the website**

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Redressal Cell,

HDFC ERGO General Insurance Company Ltd.

D-301,3rd Floor, Eastern Business District (Magnet Mall),

LBS Marg, Bhandup (West),

Mumbai – 400078, Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

To the Chief Grievance Officer

HDFC ERGO General Insurance Company Limited

D-301, 3rd Floor, Eastern Business District (Magnet Mall),

LBS Marg, Bhandup (West),

Mumbai - 400078, Maharashtra

e-mail: cgo@hdfcergo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management System- https://bimabharosa.irdai.gov.in

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com"https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.

Names of Ombudsman and Addresses of Ombudsmen Centers

Please refer to the webpage https://www.cioins.co.in/Ombudsman for the most up-to-date list of Ombudsman offices and their respective jurisdictions, as the list provided below is subject to frequent changes. Additionally, you may lodge an online complaint through the Council for Insurance Ombudsmen (CIO) website at www.cioins.co.in

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD **Office of the Insurance Ombudsman**, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU - **Office of the Insurance Ombudsman,** Jeevan Soudha Building, PID No. 57-27-N-19	Karnataka

Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	
BHOPAL **Office of the Insurance Ombudsman,** 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202/ 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR **Office of the Insurance Ombudsman,** 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455/ 2596003/ 2596429 Email: oio.bhubaneswar@cioins.co.in	Odhisa
CHANDIGARH **Office of the Insurance Ombudsman,** Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding 4 districts vizGurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &Kashmir, Ladakh and Chandigarh.
CHENNAI **Office of the Insurance Ombudsman,** Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).

DELHI **Office of the Insurance Ombudsman,** 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi, 4 districts of Haryana viz Gurugram, Faridabad, Sonepat and Bahadurgarh)
GUWAHATI **Office of the Insurance Ombudsman,** Jeevan Nivesh, 5th Floor, Near. Pan bazar, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2632205/2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD **Office of the Insurance Ombudsman,** 6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 – 23376991/ 23376599/23312122/23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry
JAIPUR **Office of the Insurance Ombudsman,** JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan

KOCHI - **Office of the Insurance Ombudsman,** 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 – 2358759 Email: oio.ernakulam@cioins.co.in	Kerala Lakshadweep, Mahe - a part of Union territory of Puducherry
KOLKATA - **Office of the Insurance Ombudsman,** Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: oio.kolkata@cioins.co.in	States of West Bengal, Sikkim Andaman & Nicobar Islands
LUCKNOW - **Office of the Insurance Ombudsman,** 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh :Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI **Office of the Insurance Ombudsman,** 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W),	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.

Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	
NOIDA - **Office of the Insurance Ombudsman,** Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P-201301. Tel.: 0120- 2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttaranchal and the Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Jurisdiction : State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - **Office of the Insurance Ombudsman,** 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar Jharkhand
PUNE - **Office of the Insurance Ombudsman,** Jeevan Darshan LIC Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district,Palghar District, Raigad district & Mumbai Metropolitan Region
THANE -	Area of Navi Mumbai, Thane District, Raigad District, Palghar

Office of the Insurance Ombudsman, 2nd Floor,Near New RTO Office, Louis Wadi,Vasantrao Naik Mahamarg, Thane (West)- 400604Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	District and wards of Mumbai, M/East, M/West, N, S and T."

Definitions

1. **Accident** - means a sudden, unexpected, unforeseen and undesirable physical event, caused by external violent and visible means beyond the control of the Insured
2. **Authorized workshop / garage / service station** – A motor vehicle repair workshop / garage / service station authorized by The Insurance Company
3. **Consequential Loss** - shall mean "the damage caused to an insured vehicle not arising directly from an insured peril but as a direct consequence to the same"
4. **Consumable(s)** - Those articles or substances which have specific uses and when applied to their respective uses are either consumed totally or rendered unfit for continuous and permanent use
5. **Engine Parts** - shall mean all internal lubricated parts of the engine including pistons, pins and rigs, all pulleys, camshafts, followers, cam bearing, connecting rods and bearings, dipstick & tubes, eccentric shaft, engine heads and engine blocks, engine mounts and cushions, engine torque strut, flywheel and flywheel ring gear, harmonic balancer, intake & exhaust manifolds, oil pan, oil pumps, push rods, valves, springs, guides, seats, and lifters, rocker arms, shafts, and bushing, timings cover, timing gears, chain, belt, tensioners, retainers, vacuum pump, valve covers and water pumps, fuel injection pumps (for diesel engines only) and fuel heater (for diesel engines only)
6. **Gear Box** - shall mean all internally lubricated parts contained within the transmission case including cooler, cooler lines, filer tubes and dipsticks, internal linkage, mounts, oil pans, torque converter, transfer case, transmission & transfer case, transmission park base assembly, vacuum modulator, gear shafts and Gear box.
7. **Insured** - means the Proposer who is the owner of the Insured Vehicle and whose name is specifically appearing as such in the Policy Schedule
8. **Lost or Stolen** - means having been inadvertently Lost or having been Stolen by a third party without Insureds assistance, consent or cooperation
9. **Motor Vehicle** - means motor vehicle as defined under the Motor Vehicle Act 1988 (or any other revisions thereon) and registered as per the provisions of the Central Motor Vehicle Rules, 1989 (or any other revisions thereon)
10. **Policy Period/Period of insurance** - The period of time stated in the schedule for which the policy is valid and operative
11. **Two Wheeler** - This includes motor cycle / scooter / auto cycle or any other motorised two wheeled vehicle mentioned in the Schedule.
12. **Occupant** means a person operating or riding in the Insured vehicle at the time of Accident
13. **Unnamed Passengers** - means passengers travelling in insured vehicle other than Insured, paid driver & cleaner, a person in the employ of the insured coming within the scope of the Workmen Compensation Act 1923 and subsequent amendments of the said act

14. **Battery (EVB)** - Means an electric vehicle battery (EVB) (also known as 'traction battery') used to power the electric motors of a battery electric vehicle (BEV) or hybrid electric vehicle (HEV). These batteries are usually rechargeable (secondary) batteries and are typically the traction batteries. These batteries are specifically designed for a high ampere-hour (or Kilowatt-hour) capacity. Electric vehicle batteries differ from starting, lighting and ignition (SLI) batteries as they are designed to go give power over sustained periods of time and are deep-cycle batteries
15. **Battery Electric Vehicle (BEV)** - A Battery Electric Vehicle (BEV), a pure electric vehicle, only electric vehicle, fully electric vehicle or all electric vehicle is a type of electric vehicle that exclusively uses chemical energy stored in rechargeable battery packs, with no secondary source of propulsion (e.g. hydrogen fuel cell, internal combustion engine, etc.) Battery Electric Vehicle derive all power from battery packs and thus have no internal combustion engine, or fuel tank
16. **Battery Management System (BMS)** - A Battery Management System (BMS) is an electronic system that manages EVB, such as by protecting the battery from operating outside its safe operating area, monitoring its state, calculating secondary data, reporting that data, controlling its environment, authenticating it and / or balancing it.
    The BMS also controls the charging and discharging, as well as recharging of the battery by redirecting the recovered energy (i.e., from regenerative braking) back into the EVB. Inverter, converter and the cooling systems also form part of the BMS.
    For the purposes of this Policy, it means the original BMS provided by the Manufacturer along with new purchase of the Vehicle without any modifications, or the original BMS that has been replaced by the original equipment manufacturer following some fortuitous event.
17. **Electric Motor and Differential** - Means the core component of the Battery Electric Vehicle and Hybrid Electric Vehicle that converts electrical energy into mechanical energy and uses electric power from the traction of the battery, turning the transmission and the wheels
18. **Electric vehicle** - An 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 extravehicular 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
19. **Hybrid Electric Vehicle** - A Hybrid electric vehicle is powered by an internal combustion engine and 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 braking and by the internal combustion engine
20. **State of Health (SOH) of the TractionBattery** - Means the measurement of condition of the traction Battery compared with that of the manufacturer's specification for the traction Battery. It is generally expressed in percentage terms, ranging between 0% to 100%. 100% means that battery's condition is fully meeting the manufacturer's specifications. The typical factors considered in these calculations are (the list below is inclusive but not exhaustive):
    a. Internal Resistance or conductance
    b. Battery Capacity
    c. Voltage
    d. Self-discharge
    e. Age of the battery

HDFC ERGO General Insurance Company Limited

Policy Wordings

Bima Vahan Two Wheeler Bundled Policy