



**MAGMA**  
General Insurance Limited

# PRIVATE CAR PACKAGE POLICY



[www.magmainsurance.com](http://www.magmainsurance.com)



[customercare@magmainsurance.com](mailto:customercare@magmainsurance.com)

Magma General Insurance Limited (erstwhile Magma HDI General Insurance Company Limited) | [www.magmainsurance.com](http://www.magmainsurance.com) |  
E-mail: [customercare@magmainsurance.com](mailto:customercare@magmainsurance.com) | Toll Free: 1800 266 3202 | Registered Office: Equinox Business Park, Tower 3,  
Ambedkar Nagar, 2<sup>nd</sup> Floor, Unit Number 1B & 2B, LBS Marg, Kurla (West), Mumbai - 400070, Maharashtra, India. |  
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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 Magma General Insurance Limited (hereinafter called "the Company") for the insurance hereinafter contained and has paid the premium mentioned in the Schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance.

**NOW THIS POLICY WITNESSETH:**

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

**SECTION I – LOSS OF OR DAMAGE TO THE VEHICLE INSURED**

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

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

- (1) For all rubber/ nylon / plastic parts, tyres and tubes, batteries and air bags - 50%
- (2) For fibre glass components – 30%
- (3) For all parts made of glass - Nil
- (4) Rate of depreciation for all other parts including wooden parts will be as per the following schedule.

AGE OF VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	NIL
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 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%

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 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.
3. In the event of the vehicle being disabled by reason of loss or damage covered under this Policy, the Company will bear the reasonable cost of protection and removal to the nearest repairer and re-delivery to the Insured but not exceeding in all, Rs.1,500/- in respect of any one accident.
4. The Insured may authorise the repair of the vehicle necessitated by damage for which the Company may be liable under this Policy provided that:
  - (a) the estimated cost of such repair including replacements, if any, does not exceed Rs.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 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 accessories if any fitted to the vehicle) is to be fixed on the basis of the manufacturer’s listed selling price of the brand and model as the 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 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) will be defined by insurer based on multiple market aspects like availability of same variant in market, market perceived value of the model in present time, etc.

IDV shall be treated as the ‘Market Value’ throughout the policy period without any further depreciation for the purpose of Total Loss (TL) / Constructive Total Loss (CTL) claims.

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

### SECTION II – LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the Insured in the event of an accident caused by or arising out of the use of the 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 property other than 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 Company will indemnify any driver who is driving the vehicle on the Insured's order or with Insured's permission provided that such driver shall as though he/she was the Insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
4. In the event of the death of any person entitled to indemnity under this Policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the Insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
5. The Company may at its own option
  - a. arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy  
and
  - b. undertake the defence 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, 1988.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

#### **APPLICATION OF LIMITS OF INDEMNITY**

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

#### **SECTION III – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER**

The Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle in direct connection with the vehicle insured or whilst driving or whilst mounting into/dismounting from the insured vehicle or whilst 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:

<b>Nature of injury</b>	<b>Scale of compensation</b>
(I) Death	100%
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
(iii) Loss of one limb or sight of one eye	50%
(iv) Permanent total disablement from injuries other than named above	100%

#### **Provided Always that:**

- A. Compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of Rs.15 lakhs during any one period of insurance.
- B. No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part

arising or resulting from or traceable to (1) intentional self injury suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

- C. Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the Insured.

**This cover is subject to**

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

**GENERAL EXCEPTIONS (Applicable to all Sections of the Policy)**

**The Company shall not be liable under this Policy in respect of**

- 1. any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
- 2. any claim arising out of any contractual liability;
- 3. any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
  - (a) being used otherwise than in accordance with the 'Limitations as to Use' or
  - (b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
- 4. (a) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
  - (b) 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 purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- 5. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 6. Any accidental loss damage and/or liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

**DEDUCTIBLE**

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

**CONDITIONS**

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

- 1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing



to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.

2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
3. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
  - (a) For total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
  - (b) For partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
4. The Insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the Insured's own risk.
5. Cancellation:
  - The insured can cancel the policy at any time during the policy period by informing the insurer, in this case, the insurer shall refund proportionate premium for unexpired policy period.
  - A policy can be cancelled only after ensuring that the vehicle is insured elsewhere, at least for Liability Only cover as the tenure specified by the prevailing regulation.
  - The insurer can cancel the policy on the grounds of established fraud by insured by giving a minimum of 7 days' notice and in such a case no premium would be refunded.
  - In event of a claim, advance premium that is not accounted for, will be refunded.
6. If at the time of occurrence of an event that gives rise to any claim under this Policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
7. The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the "Arbitration and Conciliation Act, 1996". (This clause is not applicable to retail customers).
8. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
9. In the event of the death of the sole insured, this Policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the Insured to whom the custody and use of the motor vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

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

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

## ENDORSEMENTS

(Attached to and forming part of Policy)

### IMT.1. EXTENSION OF GEOGRAPHICAL AREA

In consideration of the payment of an additional premium of Rs....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.

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

### IMT.2. AGREED VALUE CLAUSE (Applicable only to Vintage Car)

It is hereby declared and agreed that in case of TOTAL LOSS/CONSTRUCTIVE TOTAL LOSS of the Vintage Car insured hereunder due to a peril insured against, the amount payable will be the Insured's Declared Value (IDV) of the vehicle as mentioned in the Policy without deduction of any depreciation.

It is further declared and agreed that in case of partial loss to the vehicle, depreciation on parts replaced will be as stated in Section I of the Policy.

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

### IMT.3. 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 of .....

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

### IMT.5. 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 expressly agreed nothing herein shall modify or affect the rights and liabilities of the Insured or the Company respectively under or in connection with this Policy.

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

#### **IMT.6. 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 Company 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 expressly agreed nothing herein shall modify or affect the rights and liabilities of the Insured or the Company respectively under or in connection with this Policy.

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

#### **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 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 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.

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

#### **IMT.8. DISCOUNT FOR MEMBERSHIP OF RECOGNISED AUTOMOBILE ASSOCIATIONS**

It is hereby understood and agreed that in consideration of 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.



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

\* For full Policy period, the full tariff discount to be inserted. For mid-term membership, pro-rata proportion of the tariff discount for the unexpired Policy period to be inserted.

\*\* Insert name of the concerned Automobile Association.

#### **IMT.9. DISCOUNT FOR VINTAGE CARS**

It is hereby understood and agreed that in consideration of insured car having been certified as a Vintage Car by the Vintage and Classic car Club of India, a discount of Rs.....\* is allowed to the Insured from .././....

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

\* Amount calculated as per tariff provision is to be inserted. For mid-term certification as Vintage Car, pro-rata proportion of tariff discount for the unexpired period is to be inserted.

#### **IMT.10. INSTALLATION OF ANTI-THEFT DEVICE**

In consideration of certification by ..... \* that an Anti-Theft device approved by Automobile Research Association of India (ARAI), Pune 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.

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

\* The name of the certifying Automobile Association is to be inserted.

\*\* Premium discount calculated as per tariff provision is to be inserted. For mid-term certification of installation of Anti Theft device pro-rata proportion of tariff discount for the unexpired period is to be inserted.

#### **IMT.12. DISCOUNT FOR SPECIALLY 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.

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

#### **IMT.13. USE OF VEHICLE WITHIN 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.

#### **IMT.15. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER OR CLEANER**

**(Applicable to private cars including three wheelers rated as private cars)**

In consideration of the payment of an additional premium, 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 person 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 :-

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**

- (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 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.

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

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

**IMT.16. PERSONAL ACCIDENT TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER OR CLEANER**

In consideration of the payment of an additional premium, 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 employ 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 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
(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 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 person is to be inserted.

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

#### IMT.17. PERSONAL ACCIDENT COVER TO PAID DRIVERS, CLEANERS AND CONDUCTORS

In consideration of the payment of an additional premium, 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 employ 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 :-

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 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 in respect of any such person.
- 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.
- 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.

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

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

#### IMT.19. 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 :-

- 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
- 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.

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

\* Insert 'Condition 3' in the case of the Private Car and Motorsied Two Wheeler Policies and 'Condition 4' in the case of Commercial Vehicles Policy.

#### **IMT.20. 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.6,000/- (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. Subject otherwise to the terms conditions limitations and exceptions of the Policy.

\*To insert Rs.50/- for Two wheelers, Rs.100/- for private cars, Rs.150/- for Commercial Vehicles – three wheelers and taxis or Rs.200/- for Commercial Vehicles (excluding three wheelers and taxis).

#### **IMT.22. COMPULSORY DEDUCTIBLE**

Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insured shall bear under Section-I 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 his 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.

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

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

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

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

#### **IMT.22A. 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-I of the Policy is hereby allowed.

In consideration of the above, it is hereby understood and agreed that the insured shall bear under Section-I 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.

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

\* to insert voluntary deductible amount opted by the Insured under tariff for Private Car / Tariff for motorised two wheelers.



\*\* to insert appropriate amount relating to the voluntary deductible opted as per the provision of the tariff for Private car / tariff for motorised two wheelers.

\*\*\* to insert aggregate amount of voluntary deductible opted and the compulsory deductible applicable to the vehicle insured as in G.R. 40.

# to insert Policy condition No. 3 of the tariff for private car / tariff for motorised two wheelers.

#### **IMT.24. ELECTRICAL / 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 Rs....., 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. 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 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-I 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.

#### **IMT.26. 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.

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

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.

#### **IMT.27. 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 thereunder except in respect of 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.



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

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.

#### **IMT.28. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE**

In consideration of an additional premium of Rs.50/- notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Company shall indemnify the insured against the Insured's legal liability under the Workmen's Compensation Act, 1923, the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the Insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

##### **Provided always that:**

- (1) this Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for Insured's general employees;
- (2) the Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;
- (3)\* the Insured shall keep record of the name of each paid driver conductor cleaner or persons employed in loading and/or unloading and the amount of wages and salaries and other earnings paid to such employees and shall at all times allow the Company to inspect such records on demand;
- (4) in the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the terms conditions limitations and exceptions of the Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

\*In case of Private cars/ motorised two wheelers (not used for hire or reward) delete this para.

#### **IMT.29. 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 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 rateable 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.

Subject otherwise to the terms, conditions limitations and exceptions of this Policy. NB. \* To insert the number of employees for which the premium has been paid.

### IMT.30. TRAILERS

In consideration of the payment of an additional premium it is hereby understood and agreed that in 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.

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

\* Delete in the case of Liability to the Public Risks only Policies.

\*\* Insert value of Trailer as declared at inception of insurance or any renewal thereof.

### IMT.31. RELIABILITY TRIALS AND RALLIES

In consideration of the payment of an additional premium 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 organised 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. Subject otherwise to the terms, conditions limitations and exceptions of this Policy.

\* To insert the name of the event.

\*\* To insert the venue of the event.

@ To insert Rs.5,000/- for Private Cars or Rs.2,500/- for motorised two-wheelers. For the duration of the event the deductible under Section-I of this Policy for the purpose of IMT. 22 will be the amount stated in IMT. 22 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.

**IMT.32. ACCIDENTS TO SOLDIERS /SAILORS/ AIRMEN EMPLOYED AS DRIVERS**

In consideration of the payment of an additional premium of Rs.100/-\* 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 Defence under the respective Regulations.

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

\* This additional premium is flat and irrespective of period of insurance not exceeding 12 months. Any extension of the Policy period beyond 12 months will call for payment of further additional premium under this Endorsement.

**CLAIM SETTLEMENT**

The Company will settle the claim under this Policy within 21 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of thirty days of the Survey Report or the additional Survey Report, as the case may be, in accordance with the provisions of The IRDAI (Protection of Policyholders' Interests and Allied Matters of Insurers) Regulations, 2024 and subsequent amendments of the said Act.

**GRIEVANCE REDRESSAL PROCEDURE**

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

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

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

The details of the Insurance Ombudsman are available below:

Office of the Ombudsman	Name and address and contact details	Jurisdiction
AHMEDABAD	Shri Collu Vikas Rao Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat and Union Territories of Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Mr Vipin Anand Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19. Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL	Shri R. M. Singh Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR	Shri Manoj Kumar Parida Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 / 2596429 / 2596003 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH	Mr Atul Jerath Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Shri Somnath Ghosh Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI	Ms Sunita Sharma Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.

Office of the Ombudsman	Name and address and contact details	Jurisdiction
GUWAHATI	Shri Somnath Ghosh Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar, S.S. Road, Guwahati – 781 001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Shri N. Sankaran 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 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Shri Rajiv Dutt Sharma Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
KOCHI	Shri G. Radhakrishnan 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: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Ms Kiran Sahdev Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Shri. Atul Sahai Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.



Office of the Ombudsman	Name and address and contact details	Jurisdiction
MUMBAI	Mr Vipin Anand Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038821 / 23 / 24 / 25 / 26 / 27 / 28 / 29 / 30 / 31 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (Excluding Navi Mumbai & Thane).
NOIDA	Shri Bimbardhar Pradhan Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201 301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Ms Susmita Mukherjee Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna - 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Shri Sunil Jain Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (Excluding Mumbai Metropolitan Region).

#### Address and contact number of Governing Body of Insurance Council.

Council for Insurance Ombudsmen,  
3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.  
E-mail: inscoun@cioins.co.in Tel. 022 - 69038800/69038812.

To view the detailed Insurance Ombudsman offices visit CIO (cioins.co.in). The same is available on the IRDAI website: www.irda.gov.in, on the website of Governing Body of Insurance Council www.gbic.co.in, Our website at: www.magmainsurance.com or can be obtained from any of Our offices.

## ANNEXURE

### PAY AS YOU DRIVE

This feature converts the base Own Damage cover into a Usage Based Insurance cover i.e. The Premium charged for the insurance of the base motor vehicle would depend partially on the usage i.e., Kilometers clocked or estimated Kilometers to be clocked during the tenure of the policy.

#### Coverages:

1. The premium is charged based on the selected kilometer range.
2. The kilometer-based plan, including initial and top-up kilometers, covers only the perils listed under Section 1 of the policy and would be effective for the same period as Motor Own Damage under section 1 of the policy unless and until stated otherwise.
3. Insured can choose the km range and can top-up kilometers by paying additional premium as needed during the policy period.
4. Claims under Section 1 are not covered after purchased kilometers are exhausted. However, a 100 km grace period is provided for accidents (not theft). If the vehicle is driven less than 100 km after exhaustion, the claim will be honored if the top-up premium is paid after the loss and within the policy period.
5. NCB is applicable on both initial and top-up kilometers, regardless of claims during the policy period.
6. In case of transfer of ownership, the new owner can use the remaining kilometers and other policy benefits, with applicable charges.



# **Private Car Package Policy**

## **Add-On Covers Wordings**

## 1. DEPRECIATION RE-IMBURSEMENT

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company will re-imburse the Insured, the amount of depreciation deducted on the value of parts which were allowed to be replaced for own damage claim lodged under Section 1 of the Policy, provided always that

- a) This add-on will not apply to TOTAL LOSS, CONSTRUCTIVE TOTAL LOSS or THEFT OF THE INSURED VEHICLE.
- b) The insured vehicle is repaired with prior authorization of the Company. Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

## 2. RETURN TO INVOICE

In consideration of the payment of an additional premium as specified and shown in the Schedule, it is hereby declared and agreed that in case of the following events of TOTAL LOSS, CONSTRUCTIVE TOTAL LOSS OR THEFT OF THE INSURED VEHICLE, despite whatever is mentioned as IDV of the vehicle in the Policy schedule:

- A. The Company hereby undertakes to pay the Sum Insured under this add-on, determined as the difference between the Insured's Declared Value (IDV) of the insured vehicle and the total actual expenses incurred towards acquisition of a new vehicle of similar make and model to the insured, as specified in the on-road price listed by the manufacturer/Dealer. Provided always that On-road price means the actual expense incurred towards acquisition of a new vehicle and includes the value of factory fitted accessories or car dealer accessories at the time of purchase.
- B. Pay the Original customs duty, if any, OR the customs duty applicable for the new vehicle whichever is less subject to proportionate own damage insurance premium paid on customs duty
- C. On road price will also include any amount paid towards registration of the insured Vehicle, road tax, any form of vehicle related additional service/product package purchased and cost of insuring the vehicle.

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

## 3. COVER FOR CONSEQUENTIAL DAMAGE TO ENGINE

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company agrees that, in case of

1. Consequential loss to internal child parts of the engine of the Insured vehicle due to water ingress into the combustion chamber or due to leakage of lubricating oil,
2. Consequential damage to the gear box due to leakage of lubricating oil arising out of accidental means, the Company shall pay for
  - I. Repair or replacement of the internal child-parts of the engine such as Cylinder head, Crankshaft, Connecting rods and Piston.
  - II. Repair or replacement of internal parts of the Gear box housing, such as gears and shafts.
  - III. Labour charges required to carry out the repair or replacement of the damaged child- parts of the Engine or damaged gear-box.

Subject to the condition that

- A. There is evidence, that the vehicle had stalled and stopped in the water-logged area, resulting into damage to the internal child-parts of the engine, OR
- B. There is evidence of under-carriage damage, resulting into leakage of lubricant causing damage to the internal child parts of the engine or gear-box, AND
- C. The losses or damages are not otherwise admissible under Motor Insurance Policy.

For the purpose of this Endorsement, it is an implied condition that

1. The Insured shall avoid driving through water-logged areas.
2. In the event that the vehicle has stalled or stopped in water-logged area, OR there is damage to undercarriage of the vehicle, the Insured shall not try to crank or push-start the engine.
3. The Insured will inform the nearest office for technical help and spot-survey.
4. The Insured shall take reasonable care to protect against aggravation of damage or loss to the Insured vehicle.

#### Exclusions:

Coverage under this Endorsement shall not cover

- A. Any loss, covered by any other insurance covering the Insured vehicle, or Manufacturer's warranty or Recall campaign Or any other packages during that time.
- B. Any other consequential losses or damages except those explicitly stated under pt 1 & 2 of this endorsement.
- C. Cost of all consumables like engine oil and lubricants.
- D. Any loss or damage due to corrosion, in case of delayed intimation to the Company and failure to retrieve the vehicle quickly out of the water logged area.
- E. Any loss or damage covered under this endorsement, if the vehicle is transferred to a new owner.

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

#### 4. ADDITIONAL PERSONAL ACCIDENT COVER

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that We will pay an amount in case of accidental bodily injury in direct connection with or whilst mounting or dismounting from Insured Vehicle, sustained by driver and/or passengers traveling in the insured vehicle. Such Accidental event should result in any of the below within 6 months from date of Accident. The percent benefit shall be applied on the Sum Insured as mentioned on Your Policy schedule against this add on cover:

Type of Injury	Benefit payable as % of SI of this Add on
<b>1) Death</b>	100%
<b>2) Permanent Total Disablement (PTD)</b>	
i) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
ii) Permanent Total Disablement from injuries other than named above If such Injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in any employment or occupation of any description	100%
<b>3) Permanent partial disablement (PPD)</b>	
Loss of Speech and hearing in Both ears	100%
i. Loss of Speech OR Hearing in Both ears	50%
ii. Loss of Hearing in One ear	25%
iii. Loss of Thumb and index finger of same hand	25%
iv. Loss of Toes – All	20%



Type of Injury	Benefit payable as % of SI of this Add on
v. Loss of Great Toe	5%
vi. Other than Great Toe, if more than one toe is lost, then for each such toe	1%
vii. Loss of four fingers and thumb of one hand	40%
viii. Loss of Four fingers except the thumb	25%
ix. Loss of thumb	5%
x. Loss of index finger	10%
xi. Loss of middle finger	6%
xii. Loss of ring finger	5%
xiii. Loss of little finger	4%
xiv. Loss of one limb or sight of one eye	50%

#### Conditions Applicable:

- 1) Sum Insured specified against this Add on is available to each such insured person separately. This Sum Insured is our maximum liability per insured person per policy year. Claim will be payable under this add on for all such person and total liability of the insurer shall not in the aggregate exceed the sum insured specified in policy schedule against this add on during any one period of insurance in respect of all such person.
- 2) Claim with respect to each insured shall be under only one of the type of injury (Death or PTD or PPD) as specified in table above, for any one accident event. If more than one loss results from one occurrence in PPD, we will pay the amount which is sum of the respective benefit amount for these losses. However, the claim for limb shall also encompass some or all of its part, we shall pay for the limb only. No additional payment shall be done for the constituting parts of the limb.
- 3) In case of claim with respect to owner driver, claim will be payable directly to the Insured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the Injury of such Insured person. In case of claim with respect to other passengers, such claim will 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) This add-on cover will cease for the particular Insured Person on payment of a claim for Death or Permanent Total Disablement of that Insured Person wherein full Sum insured is paid. However, in case of claim payment for Injuries for which claim payout is less than 100%, cover will continue for such Insured person for remaining Policy year.
- 5) Any and all claims payable under this add on are subject to availability of sum insured for this add on.
- 6) All claims under these benefits will be settled on reimbursement basis only.
- 7) All other Terms and Conditions will be as per base policy wordings.

#### Multiple Policies Clause

In case of multiple policies which provide fixed benefits, on the occurrence of insured event in accordance with the terms & conditions of the policies, each insurer shall make the claim payment independent of payment received under similar health policies.

If two or more policies are taken by an Insured Person during the same period from one or more insurers to indemnify treatment costs, the Insured Person shall have the right to require a settlement of his/her claim in terms of any of his/her policies.

- a. In all such cases the insurer who has issued the chosen policy shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
- b. Claims under other policy/ policies may be made after exhaustion of sum insured in the earlier chosen policy / policies. It is clarified that the Insured Person having multiple policies shall also have the right to prefer claims from other policy/policies for the amounts disallowed under the earlier chosen policy/ policies, even if the sum insured is not exhausted. The insurer shall then settle the claim subject to the terms and conditions of the other policy/policies so chosen.
- c. If the amount to be claimed exceeds the sum insured under a single policy after considering the Deductibles or Co-Payment, the Insured Person shall have the right to choose insurers from whom he/she wants to claim the balance amount.
- d. Where the Insured Person has policies from more than one insurer to cover the same risk on indemnity basis, the Insured Person shall only be indemnified the Hospitalization costs in accordance with the terms and conditions of the chosen policy.

**Definition:**

- a. **Accident** means sudden, unforeseen and involuntary event caused by external visible and violent means.
- b. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

**Specific Exclusions:**

Subject otherwise to the terms exceptions condition & limitations of the policy.

We will not be liable to pay a claim under this Add on cover in case of any of the following:

- 1) No. of persons/passengers in the vehicle at the time of occurrence of such injury were more than the no. of persons/passengers as specified in the registration certificate.
- 2) Death or injury directly or indirectly wholly or in part arising or resulting from traceable to intentional self-injury suicide or attempted suicide or physical disability or mental disorder of the driver (which is deterrent to efficient driving).
- 3) An accident happening whilst driver person is under the influence of intoxicating liquor or drugs.

**Necessary claim documents:**

- 1) Duly Completed and signed Claim Form
- 2) Attested copy of Death Certificate in case of death.
- 3) Medical report from attending specialist doctor including Death Summary in case of hospitalization.
- 4) Attested copy of disability certificate from the specialist treating doctor stating percentage of disability.
- 5) Attested copy of FIR/ Panchanama / Inquest Panchanama.
- 6) Complete medical records/reports including investigation /Lab reports (X-Ray, MRI etc.) in case of disability claim.
- 7) Attested copy of Post Mortem Report (if conducted).
- 8) We, at Our own expense, shall have the right and opportunity of Your medical examination through Our appointed agents whose details will be notified to You when and as often as We may reasonably require during the pendency of a claim hereunder. Your or Your estate's compliance with the need for such examination is a condition precedent to establishing liability under the Policy.

Any other document(s) as requested by claims department which is/are relevant to the coverage under the policy.

### Claim intimation & Submission:

Notice of claim must be given to Us within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event not later than 30 days after actual or potential loss begins.

All the documentation, medical records and information that We may request to establish the circumstances of the claim, must be provided to Us within 15 days of notice of claim to Us.

We may provide condonation in delay in intimation and claim document submission from timelines as specified above, only in case where You can satisfy Us that such delay was due to reasons beyond the control of the insured.

### Claim payment:

The benefit 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. Claim will be paid or rejected within the 30 days from the date of document submission and within the 45 days in case of investigation.

In case of delay in payment, We shall be liable to pay interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by Us.

## 5. EMI PROTECTOR

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by the Company, the insurance company will pay the Equated Monthly Installment (EMI) as per the schedule below.

Number of days vehicle (Pvt Car and CV) in the garage	Number of EMIs payable
< 21 days	0
21 to 45 days	1
46 to 75 days	2
> 75 days	3

You will have to submit EMI schedule certified by financier along with EMI payment track record in the last one year immediately preceding the date of loss. We will not pay any EMI other than accident vehicle repair period.

### Conditions Applicable:

- 1) We will not pay if claim under section 1 of the Policy is not valid & admissible
- 2) We will not pay if the vehicle has undergone total loss or theft is reported
- 3) We will not pay for more than two covered incidents during the Policy period
- 4) We will not pay any other consequential loss or charges associated with the loan payment such as late payment charges, pre-payment charges or other documentation charges
- 5) The vehicle is repaired in a garage / workstation post the approval by our authorized surveyor. If the vehicle is repaired at any other place without the authorization of our surveyor, this cover will not be applicable.
- 6) In case of the substitution of vehicle, insured has to intimate Us for re selection of this add on cover.
- 7) The repair time has to be certified by the surveyor appointed to assess the loss by the insurance company.
- 8) Actual repair time will be counted from the next calendar day of assessment of loss by the surveyor and shall end on the day of intimation regarding delivery of repaired vehicle is given to insured or the Company.

- 9) The claim amount under this cover shall be paid to the financial institution as mentioned in the schedule, to which the insured vehicle is hypothecated. However, in case where the insured has already paid the instalment for the given month, Insurance Company shall pay the EMI for that month to the insured provided payment proof is submitted and subject to all terms, conditions, exclusions and limitations of this cover.
- 10) Liability of the Company shall be limited to the EMI amount mentioned in the schedule or the actual EMI prevailing at the time of loss whichever is lower. Also, in no case, Company shall pay an amount higher than the actual amount of Loan outstanding against the insured vehicle.

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

#### **Definitions:**

- 1) Equated Monthly Installment (EMI) means the amount of monthly payment required to repay the principal amount of loan and interest by You as mentioned in the amortization chart referred in the loan agreement (or amendments thereto) between the qualified Financial Institution and You prior to the date of loss or damage under this Policy.
- 2) Financial Institution: An institution as defined under section 45I of Reserve Bank of India Act 1934 and shall include a non-banking financial company as defined under section 45I of Reserve Bank of India Act 1934.
- 3) Period of Insurance- The period of time stated in the schedule for which the Policy is valid and operative.
- 4) We, Us, Our, Ourselves means Magma General Insurance Limited
- 5) You, Your, Yourself- Means or refers to person or persons described in the schedule as the Insured. In case schedule refers to an entity other than individual, then representative of such entity would be deemed as You, Your, Yourself.

## **6. LOSS OF DRIVING LICENSE / REGISTRATION CERTIFICATE**

#### **What is covered:**

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that, in case where the insured or Insured's driver suffers a loss of valid original Driving License and/or the valid original Registration Certificate, a compensation of upto Rs. 10,000 or actual expenses incurred whichever is less to obtain duplicate license and/or Registration Certificate.

#### **Conditions Applicable:**

1. First Information report filed with Police authority (within 7 days of documents loss) stating loss of Driver's License and/or Original Vehicle registration Certificate must be submitted to Us.
2. The claim is payable only once during the Policy Period.
3. In case of driver's driving license loss, Insured has to prove driver's employment for more than 30 days during the Policy Period with submission of Employment records / contracts, Salary certificate.
4. The Insured should take all reasonable steps to safeguard Vehicle Registration Copy and Driving License from loss.

## **7. COVER FOR KEY REPLACEMENT**

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company will, in the event of

1. Vehicle Keys being lost, OR
2. Vehicle Keys being stolen, OR

3. Vehicle lock being broken at the time of burglary or attempted burglary reimburse the Insured, the cost of replacing the vehicle keys, by a new set of lock & keys, provided always that
  - a. In case of lost or stolen keys, all other duplicates of the lost or stolen keys are to be deposited with the Company
  - b. In case the vehicle lock is broken at the time of burglary or attempted burglary, the entire set of old keys are to be deposited with the Company
  - c. The Company is provided with a copy of FIR lodged with Police by the Insured confirming the date and time of the incident
  - d. The replacement should be carried out in a Company Authorised Garage.
  - e. Any items replaced under this Endorsement, will be of the same type, quality, quantity, or standard as the ones which were lost, stolen or replaced.

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

## 8. LOSS OF PERSONAL BELONGINGS

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company will pay for the Insured's loss or damage of his personal belongings which were present in the vehicle at the time of loss or damage to the vehicle caused by perils mentioned under Section 1 of the Motor Policy, OR if the vehicle was broken into for the purpose of burglary or theft of those personal belongings.

The coverage under this endorsement is subject always to the following:

- a. This Endorsement covers the personal belongings of the INSURED ONLY
- b. Personal Belonging for the purpose of this Endorsement means, items such as clothes and other articles of personal nature likely to be worn by the Insured including jewelries, and/or used or carried by him like Mobile, Laptop, Tabs, Audio/Video tapes, CD's, but EXCLUDES money, securities, cheques, bank drafts, debit or credit cards, travel tickets, paintings, curios and items of similar nature.
- c. Any claim under this Section is subject to the precondition that there is a valid own damage or Key replacement claim in respect of the insured vehicle, already admitted by the Company under the Policy
- d. The Company is to be provided with a copy of FIR lodged with Police by the Insured, confirming the date and time of the incident and the articles lost.
- e. The maximum amount payable under this Policy is Rs 50,000/- during the Policy period. Each claim is subject to a deductible of Rs 5000/- for Laptop, Tab and Jewelries, Rs 2500/- for Mobiles and Rs 500/- for the rest.

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

## 9. PROTECTION OF NCB

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company agrees to protect the No Claim Bonus (NCB) at the time of Renewal in case the Insured lodges for and is allowed a claim under any section of the Motor Policy, provided always that

- a. The vehicle is Renewed with us.
- b. The rate of NCB allowed at the time of renewal will be same as that enjoyed by Insured prior to the loss, except in cases of Sunset Clause, where the rate of NCB will be brought down to 50%.
- c. There was only one single claim lodged in the entire Policy period on the Motor Policy.
- d. The insured vehicle is repaired in a Company Authorized Garage.

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



## 10. TYRE GUARD

### What is Covered:

In consideration of payment of additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that the Package Policy is extended to cover loss or damage to tyre(s) of the Insured Vehicle arising out of accidental external means, or out of an operation of an insured peril due to which the Insured vehicle is also damaged.

The Company will indemnify You for the cost of replacing the damaged tyre(s) with a new equivalent or near equivalent tyre(s) of similar make, model and specification, subject to the Basis of Loss Settlement Criteria as specified herein below.

### Basis of Loss Settlement:

Where the Loss or Damage to Tyre(s) is caused by accidental external means, the liability of the Company shall not exceed the residual tread depth of the tyre(s) at the time of loss as shown in the below table:

Mean Residual Tread Depth of the Tyre(s) at the Time of Loss	Admissible Claim Amount
$\geq 7$ mm	100% of the cost of new tyre(s)
$\geq 6.5$ and $\leq 6.9$ mm	85% of the cost of new tyre(s)
$\geq 5$ mm and $\leq 6.4$ mm	75% of the cost of new tyre(s)
$\geq 3$ mm and $\leq 4.9$ mm	50% of the cost of new tyre(s)
$< 3$ mm	Nil

The tyre will be measured at the center of the tread and the mean of minimum three readings will be taken for the purpose of arriving at the mean residual tread depth which will be the basis of indemnity under this coverage.

Where the Loss or Damage to Tyre(s) is caused by an operation of an insured peril due to which the Insured Vehicle is also damaged and covered under "Own Damage" section of the Motor Insurance Policy, the liability of the Company shall be restricted to the difference between admissible claim amount under the add on cover based on Residual Tread Depth of the Tyre(s) at the time of loss as mentioned in above table and the liability of the company limited to 50% of the cost of replacement of Tyres and Tubes as stated under the "Own Damage" section of Motor Insurance Policy.

In consequence whereof the exclusion appearing in the Package Policy Terms and Conditions which reads as "damage to tyres and tubes unless the vehicle is damaged at the same time when the liability of the Company is limited to 50% of cost of replacement" stands deleted

### Specific Conditions:

1. If due to any reason whatsoever, You replace tyre(s) of the Insured Vehicle on Your own, it is Your obligation to inform Us about such change with necessary details of the new tyre(s) including but not limited to the make, model and batch number.
2. The benefits under 'Tyre Cover' can be utilized only for a maximum of four (4) tyre(s) of the Insured Vehicle during the Policy Period

### Specific Exclusions:

1. Any loss or damage occurred prior to inception of the policy
2. Where a loss is covered under manufacturer's warranty or recall campaign or under any other such packages at the same time.

3. Where the batch number of damaged tyre(s) is different than the make, model or batch number specified in the Schedule
4. Tyre(s) with scratches, noise and vibrations that do not affect product function or performance and/ or damages which are consequential in nature.
5. Any loss or damage that results from modification, neglect of the periodic maintenance, normal wear and tear ,operating methods not mentioned in the owner's manual and approved by the manufacturers of Insured Vehicle.
6. Any loss or damage that results from poor workmanship and running of the vehicle with deflated tyre(s) and /or due to improper storage and/or transportation of insured vehicle.
7. Any loss or damage arising due to theft of tyre(s) and/ or illegal activities and are fraudulent in nature.
8. Any loss or damage resulting from hard driving due to race or rally
9. Any expenses incurred, due to any reason whatsoever, in routine maintenance such as wheel alignment, wheel balancing and tyre rotation of the Insured Vehicle
10. Expenses related to personal injury or property damage arising out of damage to the tyre(s) of the Insured Vehicle.
11. Any expenses incurred on towing, safe guarding and/or repair and replacement labour charges of the Insured Vehicle arising out of damage to the tyre(s) of the Insured Vehicle
12. Any loss or damage to rims, wheel accessories, suspension or any other part or accessories of the Insured Vehicle arising as a result of damage to the tyre(s) of the Insured Vehicle .
13. If the vehicle is not repaired at authorized garage.
14. Tyre(s) worn out due to natural wear & tear
15. Any damage arising out of use beyond limitations of load, passenger capacity and speed, as specified in the Manufacturer's manual.
16. Tyre(s) which has been used for its full life as per manufacturer's guidelines.
17. The vehicle is repaired in a garage / workstation - post the approval by our authorized surveyor. If the vehicle is repaired at any other place without the authorization of our surveyor, this cover will not be applicable.

## 11. COVER FOR CONSUMABLES

In consideration of the payment of an additional premium by the Insured, it is hereby agreed and declared subject to the terms, exceptions, conditions and limitations of the Policy that Company hereby extends the Policy, 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 endorsement, 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.

### Conditions Applicable:

1. Claim under section 1 of the Policy must be valid and admissible
2. The vehicle is repaired in a garage / workstation post the approval by our authorized surveyor. If the vehicle is repaired / replaced at any other place without the authorization of our surveyor, the incident will be treated as a separate claim and the No Claim Bonus and excess will be affected.

### Specific Exclusions:

1. Damage caused by an uninsured peril.
2. Manufacturing defects.

This cover is available only for vehicles up to 10 years old that are currently being manufactured and are not obsolete.

## 12. INABILITY TO DRIVE DUE TO INJURY

### What is covered:

In consideration of the payment of additional premium by the Insured and realized by the Insurer, notwithstanding anything contrary contained in the Policy, it is hereby understood and agreed that for the purpose of this Policy, in an event of an accidental loss of the vehicle which results in a valid claim under the base policy, wherein Insured gets injured and is unable to drive, we will pay Insured as per the limit defined in the policy schedule towards the traveling cost of an alternative transport used for a maximum period of two months.

### Conditions applicable:

1. We will not pay under this cover for any alternative transport costs incurred within the first seven days from the date of loss or for an incident in which the Insured obtained a driving conviction.
2. The inability to drive is subject to providing treating doctors fitness certificate and also confirmation from our panel of doctors. Following supporting documents to be provided as and when required.
  - a) Certificate from a treating orthopedician / orthopedic surgeon certifying the injury / disability as a potent reason for disabling the insured to drive his vehicle in his own capacity.
  - b) Medical diagnostic records like X-ray reports, USG reports, CT-Scan, MRI Scan, PET scan or any relevant medical records to establish the diagnosis of the disability / injury.

Maximum two such events in a policy period is covered.

## 13. RIM SAFEGUARD

### What is covered:

In consideration of payment of additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that the Insured Vehicle Package policy is extended to cover loss or damage to the wheel rim(s), if during the Policy Period wheel rim(s) of the Insured Vehicle is physically damaged or warped as a result of a blowout or as a result of it being driven over potholes, kerbs or other road debris.

We will indemnify You for the cost of replacing the damaged wheel rim(s) with a new or near equivalent wheel rim(s) of similar make, model and specification.

### Specific Conditions

This cover will be provided only to the vehicles fitted with Tubeless Tyres or Run Flat Tyres. The benefits under 'Rim Safeguard' can be utilized only for a maximum of four (4) wheel rim(s) of the Insured Vehicle during the Policy Period.

If due to any reason whatsoever, You replace wheel rim(s) of the Insured Vehicle on Your own, it is Your obligation to inform Us about such change with necessary details of the new wheel rim(s) including but not limited to the identification number. It may be noted that the Company shall not be liable to any loss or damage to any wheel rim whose identification number has not been informed to Us and not stated in the endorsement document.

### Specific Exclusions

We will not pay any claim for damage to the rim(s) of the Insured Vehicle which is caused by, arises from or is any way connected with:

1. Any loss or damage occurred prior to inception of the policy
2. Any damage to rim(s) of the Insured Vehicle fitted with tyres other than Tubeless Tyres or Run Flat Tyres;

3. Any form of damage resulting from a collision or any accidental fire or theft damage to the Insured Vehicle;
4. Non damaged rims for the purpose of matching a set of rims;
5. Where a loss is covered under manufacturer's warranty or recall campaign or under any other such packages at the same time
6. Wheel rim (s) with scratches, noise and vibrations that do not affect product function or performance and/or damages which are consequential in nature.
7. Any loss or damage that results from modification, neglect of the periodic maintenance, operating methods not mentioned in the owner's manual and approved by the manufacturers of Insured Vehicle.
8. Any loss or damage arising due to theft of Rims (s) and/ or illegal activities and are fraudulent in nature and/ or resulting from hard driving due to race or rally
9. Any expenses incurred, due to any reason whatsoever, in routine maintenance such as wheel alignment, wheel balancing and tyre rotation, of the Insured Vehicle
10. Expenses related to personal injury or property damage arising due to damage of the Rim(s) of the Insured Vehicle
11. Any expenses incurred on towing, safe guarding and/or repair and replacement labour charges , consumables arising out of damage to the rim(s) of the Insured Vehicle
12. Any loss or damage to suspension or any other part or accessories of the Insured Vehicle arising as a result of damage to the rim (s) of the Insured Vehicle
13. Any loss or damage arising as a result of poor workmanship at the time of manufacturing/ assembling/ disassembling and/or repair of the Wheel Rim(s) and / or due to improper storage and/or transportation of the Wheel Rim (s).
14. Any loss or damage arising out of ageing, normal wear and tear, corrosion and/or oxidation of the wheel rim(s) of the Insured Vehicle.
15. Any damage arising out of use beyond limitations of load, passenger capacity and speed, as specified in the Manufacturer's manual.
16. The vehicle is repaired in a garage / workstation post the approval by our authorized surveyor. If the vehicle is repaired at any other place without the authorization of our surveyor, this cover will not be applicable.

#### **Definitions:**

- 1) Company: Company shall mean Magma General Insurance Limited
- 2) Insured Vehicle: The vehicle insured by Us under the Package Policy
- 3) Policy/base Policy/Motor Insurance Policy: Package Policy issued by Us to which this cover is extended
- 4) Policy Period: The period between and including the commencement date and expiry date as shown in the Package Policy Schedule
- 5) Rim: Rim means the rim of the wheels on your motor vehicle, excluding any other part of the wheel assembly, such as the wheel hub, brakes, bearings or axle.
- 6) Run Flat Tyre means a tyre that is designed to resist the effects of deflation when punctured enabling a vehicle to continue to be driven, usually at reduced speeds and for a limited distance.
- 7) Schedule: The Schedule and any Annexure or Endorsement to it which sets out Your personal details and the type of insurance cover in force
- 8) We, Our, Us, Company: Magma General Insurance Limited
- 9) You, Your, Yourself: The person We insure as set out in the Schedule

#### 14. BASIC ROAD-SIDE ASSISTANCE

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company will provide the following services:

1. **Mechanical & Electrical Breakdown:** In the event, that the insured vehicle is immobilized on a public road due to any mechanical or electrical breakdown, the Company shall
  - a. Arrange for an automobile technician to attend to the insured vehicle on the spot of such breakdown to help mobilize the vehicle on its own power.
  - b. Arrange for the towing of the insured vehicle to a nearest Repair shop/ Garage, if mobilization of the insured vehicle is not possible by carrying out such repairs on spot.
  - c. Provide for custody and storage of the insured vehicle until the Repair shops/Garages re- open, if the Repair shops/Garages are closed due to holidays or night hours.
  - d. Undertake to locate, procure and deliver spare parts required for repair to the Repair shop/ Garage within 72 (seventy two) hours, if such spare parts are not available with the Repair shop/ Garages, provided that the parts are available in the open market within the geographical limits of India.

##### Exclusions

- a. Cost of parts or replacement elements or consumables and their transportation cost to the site of breakdown in case repairs are carried out on spot of breakdown. 3 Stand-alone Own Damage Add-on Cover (for Private Car)
- b. Cost of parts or replacement elements or consumables and their transportation cost to the Repair shop/Garage, in case the same is not available with them.
- c. Entire cost of Repair shop/Garage's bill, if the insured vehicle has had to be towed to any Repair shop/Garage for repairs.
- d. Cost of towing beyond 30 kilometers from the spot of breakdown of the insured vehicle.
- e. Charges of the automobile technician, if the vehicle could be transferred on its own power on self-propelled basis to the nearest Repair shop/Garage without his intervention.

Any payment to a third-party for on-spot repair/towing/storage/recovery by the Insured or on his behalf, unless specifically agreed by the Company.

2. **Accidental Immobilization:** In the event, that the insured vehicle is immobilized on a public road due to any accident covered by the Policy, the Company shall
  - a. Arrange for towing of the insured vehicle to the nearest Company's Authorized Repair shop/Garage.
  - b. Provide for custody and storage of the insured vehicle until the Repair shop/Garage re- open, if such Repair shop/Garage being closed due to holidays or night hours.

##### Exclusions

- a. Cost of towing beyond 50 kilometers from the spot of such accident of the insured vehicle.
- b. Any payment to a third-party for towing/storage/recovery by the Insured or on his behalf, unless specifically agreed by the Company.

3. **Flat Tyre:** In the event, that the insured vehicle is immobilized on a public road, due to a flat tyre caused by puncture of or damage to the tyre /tube/valve or bolts of the tyre, the Company shall
  - a. Arrange for an automobile technician to attend to the insured vehicle on the spot of such event to replace the flat tyre with the spare tyre carried in the insured vehicle.



### Exclusions

- a. Cost of parts or replacement elements or consumables and their transportation cost to the site of immobilization due to flat tyre in case repairs are carried out on spot of immobilization.
  - b. Entire cost of tyre Repair shop/Garage's bill, and their transportation cost to and from the site of immobilization if the flat tyre had to be taken to any Tyre Repair shop/Garage for repairs.
- 4. Dead Battery:** In the event, that the engine of the insured vehicle fails to start due to a dead battery, the Company shall
- a. Arrange for an automobile technician to attend to the Insured vehicle on the spot of such event, to help jump start the vehicle so that it can be driven on its own power on self- propelled basis to the nearest Repair Shop/Garage.

### Exclusions

- a. Cost of parts or replacement elements, consumables and recharging of battery and its/ their transportation cost to and from the site of immobilization due to dead battery in case battery jump start could not be carried out on spot of immobilization.
  - b. Entire cost of replacement battery and its transportation cost to the site of immobilization if the dead battery had to be replaced by another.
- 5. Keys Locked-In :** In the event, that the insured vehicle is immobilized on a public road, due to loss of its keys, or its keys being either locked inside the vehicle or broken, resulting in a situation where the Insured is unable to gain entry into the insured vehicle, the Company shall
- a. Locate and retrieve duplicate set of keys under due authorization of the Insured to do so and deliver such keys to the Insured or his authorized representative upon production of personal identification and authorization.
  - b. Arrange for an automobile technician to attend to the insured vehicle on the spot of such event in order to attempt the opening of the vehicle door with normally available tools, if the Insured desires to attempt opening the vehicle, since retrieval of a duplicate set of keys would be time consuming,.

### Conditions

Personal Identification details of the insured matching with the Policy and vehicle records shall be produced for verification by the automobile technician, before any such attempt to reopen the vehicle is undertaken.

- 6. Contamination/ Incorrect or Running Out of Fuel :** In the event that the insured vehicle is immobilized on a public road at least one kilometer away from the nearest petrol pump, due to the insured vehicle running out of fuel, or the fuel in the insured vehicle being incorrect or contaminated, the Company will
- a. Arrange for delivery/ replacing/ changing the fuel – as the case may be, up to a maximum of ten liters- on the spot where the insured vehicle stands immobilized.

### Exclusions

- a. This service is not available if the Fuel type of the insured vehicle is other than Petrol or Diesel.
- b. Actual cost of the Fuel.

### Exclusions applicable to Basic Roadside Assistance

Notwithstanding anything mentioned above, the services under this Add-On cover will not be available outside the geographical limits of India, as well as under the following circumstances:

1. Confiscation/ Intervention by Legal Authority: Any immobilization of the insured vehicle due to or arising out of confiscation, intervention, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted Authority.

2. **Natural Catastrophe:** Any immobilization of the insured vehicle due to any Natural catastrophe like Flood, Storm, Tempest, Cyclone, Earthquake, Tsunami, Volcanic eruption. The service will also be not available if accessibility to the insured vehicle is cutoff due to Inundation, Landslide, rockslide or other convulsions of nature.
3. **War/ Riot/ Terrorism:** Any immobilization of the insured vehicle during or as a consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, terrorism, riot, civil commotion or loot or pillage in connection with it. Above mentioned coverage's will be provided by the Service provider on behalf of the Company.

## 15. ADDITIONAL ROAD-SIDE ASSISTANCE

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company will provide the following services:

1. **Continuation of Journey :** In the event that the insured vehicle is immobilized on a public road, at least 50 kms away from the address of the Insured as appearing in the Policy Schedule, and On-the-spot repairs fails to mobilize the vehicle on its own power on self-propulsion basis, and it has had to be towed away to a Repair shop/Garage for repairs, the Company shall
  - a. Make arrangements for an alternate hired car/ taxi with capacity to carry all the occupants of the immobilized vehicle (subject to the maximum of licensed carrying capacity of the insured vehicle), for continuation of their onward journey or return home.

### Exclusions

- a. The Car hire/ Taxi expense beyond the first 50 Kilometers.
- b. Any Car hire/ Taxi expense incurred by the Insured, if the arrangement of hiring such vehicle is done on his/ her own, without prior consent of the Company.
2. **Local Travel when on Tour :** In the event that the insured vehicle is immobilized at a place, at least 100 Kilometers away from the address of the Insured as appearing in the Policy Schedule, and the vehicle is in a Repair shop/Garage for repairs, the Company shall
  - a. Arrange for an alternate hired car on best availability basis in that area, for the period the vehicle is undergoing repairs in the Repair Shop/ Garage but not exceeding 3 (three) days on 8 (Eight) hours/ 80 (Eighty) kilometer basis, to provide for the local travel of the Insured.

### Exclusions

- a. The Car hire expense beyond the first 8 (Eight) hours/80 (Eighty) kilometers in a day.
- b. Any Car hire expense incurred by the Insured, if the arrangement of hiring such vehicle is done on his/ her own, without prior consent of the Company.
3. **Overnight Accommodation Expense when on Tour :** In the event that the insured vehicle is immobilized at a place, at least 100 Kilometers away from the address of the Insured as appearing in the Policy Schedule, On-the-spot repairs could not be carried out , the vehicle has had to be towed away to a Repair shop/Garage for repairs and the vehicle is not delivered back on the same day within close of business hours of the Repair shop/Garage, the Company shall
  - a. Arrange for hotel accommodation for the occupants of the vehicle (subject to the maximum of licensed carrying capacity of the insured vehicle), for the period the vehicle is under repair in the Repair Shop/ Garage but not exceeding 3 (Three) days, subject to the following conditions:
    - i. The hotel accommodation will be provided on twin sharing basis for all the occupants of the immobilized insured vehicle subject to maximum of the licensed carrying capacity of the vehicle.
    - ii. The cost of such accommodation will be subject to maximum of Rs 2500/- per person per night, but not exceeding Rs 25000/- per event.
    - iii. This benefit will not be available, if the Insured is availing of the benefit of Local Travel when on Tour.
    - iv. Any hotel accommodation charges incurred by the Insured, if the arrangement of such accommodation is done on his/her own, without prior consent of the Company, will not be reimbursed.

- 4. Repatriation of Vehicle:** In the event that the insured vehicle is immobilized at a place, at least 100 kilometers away from the address of the Insured as appearing in the Policy Schedule, On- the-spot repairs could not be carried out and had to be towed away to a Repair shop/Garage for repairs, and the repaired vehicle was delivered after 3 (Three) days, the Company will
- a. Repatriate the repaired vehicle to the address of the Insured as appearing in the Policy Schedule. This benefit is also available to any insured vehicle immobilized after an accident, at least 100 kms away from the address of the Insured as appearing in the Policy Schedule, and no Company's authorized Repair shop/Garage is available.

#### Exclusions

- a. Any Repatriation expense incurred by the Insured, without prior consent of the Company.
- 5. Medical Coordination:** In the event of the insured vehicle meeting with an accident, and any of the occupants getting injured, the Company may
- b. Provide for a conference call with nearest Medical Service Provider including an Ambulance service Providers. The cost of such service providers has however to be borne by the Insured. The Company shall however be in no way responsible for the quality of service rendered by such Service Providers
- 6. Urgent Message Relay:** In case the insured vehicle is immobilized at least 100 kilometers away from the address of the Insured as appearing in the Policy Schedule, the Company will
- c. Provide an urgent message relay service to the Insured/ or person in lawful possession of the vehicle at the time of immobilization of the insured vehicle to communicate with the family back home.

#### Conditions applicable to Additional Roadside Assistance:

- 1. Benefits under point 2, 3 & 4 above can only be claimed once during a single Policy year Benefits under points 1 to 4 above can be claimed twice in aggregate during a single Policy year.
- 2. Notwithstanding anything mentioned above, the services under this Add-On cover will not be available outside the geographical limits of India, as well as under the following circumstances:
  - a. Confiscation/ Intervention by Legal Authorities: Any immobilization of the insured vehicle due to or arising out of confiscation, intervention, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted Authority.
  - b. Act of God Perils: Any immobilization of the insured vehicle due to Natural catastrophe like Flood, Inundation, Storm, Tempest, Cyclone, and Earthquake, Tsunami, and Volcanic eruption, Landslide, rockslide or other convulsions of nature.
  - c. War/ Riot/ Terrorism : Any immobilization of the insured vehicle during or as a consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, terrorism, riot, civil commotion or loot or pillage in connection with it.

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

Above mentioned coverages will be provided by the Service provider on behalf of the Company.

#### NOTE:

In order to avail of the above services, the Insured should ring up the following toll-free number and provide the details asked for.

#### Toll Free Number:

MTNL/BSNL : 1800-XXX-XXX Others : 1860-XXX-XXXX

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

## 16. INCONVENIENCE ALLOWANCE

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company will pay the Insured a daily cash benefit as specified in the Schedule following an identifiable and admissible own damage claim under the Motor Comprehensive Package Policy, provided always that

- a. Daily cash benefit as prescribed in the Schedule is payable only for the time taken for repair of the damages admitted and allowed by the Company, subject to a maximum period of 10 days. The time taken for repairs is calculated from the time of starting of the accidental repairs allowed by the Company to time of completion of the same.
  - b. Such approved repairs should be carried out in a Company Authorised Garage.
  - c. A Time Excess of 3(Three) days shall be applied on the eligible days of benefit for each and every claim under the Policy. The Company's liability to make any payment under the Policy is in excess of this deductible.
  - d. The cover is applicable only for the first two own-damage claims lodged during the Policy period.
- Subject otherwise to the terms exceptions conditions and limitations of this Policy.

## 17. MEDICAL EXPENSE EXTENSION

### What is covered:

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that We will cover the Hospitalization medical expenses incurred by the insured person(s) for treatment required as a result of an accident in the insured vehicle during the policy period. Our maximum liability under this cover will be as per the limit mentioned against this cover in the Policy Schedule.

Following medical expenses will be covered:

- a) Medical Practitioners', anesthetist's, Surgeon's and other specialists' fees
- b) Room Rent and other boarding charges.
- c) ICU Charges
- d) Operation theatre charges
- e) Diagnostic procedures' charges
- f) Medicines, drugs and other consumables as prescribed by the Medical Practitioner
- g) Qualified Nurses' charges
- h) Intravenous fluids, blood transfusion, injection administration charges
- i) Anesthesia charges, Blood, Oxygen, operation theatre charges, surgical appliances
- j) The cost of prosthetics and other devices or equipment if implanted internally during a Surgical Procedure.

### Limit of coverage:

Sum Insured specified against this Add on is available to each such insured person separately. This limit is our maximum liability per insured person per policy year. Claim will be payable under this add on for all such person and total liability of the insurer shall not in the aggregate exceed the sum insured specified in policy schedule against this add on during any one period of insurance in respect of all such person.

### Option 1 :

1. Actual expenses incurred, or
2. 10% of the Capital Sum Insured or
3. 25% of the admissible Personal Accident claim amount, whichever shall be less.



**Option 2 :**

1. Actual expenses incurred, or
2. 20% of CSI, or
3. 40% of the admissible Personal Accident Claim amount, whichever shall be less

**Definitions:**

- a) **Accident** means sudden, unforeseen and involuntary event caused by external visible and violent means.
- b) **Hospital** means any institution established for in-patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said act or complies with all minimum criteria as under:
  - i. Has qualified nursing staff under its employment round the clock;
  - ii. Has qualified medical practitioner(s) in charge round the clock;
  - iii. Has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - iv. Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
- c) **Hospitalization** means admission in a hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- d) **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
- e) **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner
- f) **Insured person(s)** includes Owner driver, Unnamed passenger(s) and the paid driver, where unnamed passenger(s) 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 should be equal to the Registered Carrying Capacity of the insured vehicle.
- g) **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- h) **ICU (Intensive Care Unit) Charges** means the amount charged by a Hospital towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges.
- i) **Surgery or Surgical Procedure:** Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.
- j) **Medical Practitioner:** Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy setup by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.



- k) Medically Necessary Treatment:** Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:
- is required for the medical management of the illness or injury suffered by the insured;
  - must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - must have been prescribed by a medical practitioner;
  - must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- l) Unproven/Experimental treatment:** Unproven/Experimental treatment means the treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

#### Conditions Applicable:

- This cover is applicable only if Personal Accident cover for the respective insured person under section 3 of Indian Motor Tariff has been opted in the base policy.
- The Claim under this extension cover will be applicable only if the claim is admissible under section 1 of the base policy.
- This cover is applicable for treatment in India only.
- All claims under this policy will be settled on reimbursement basis only.

#### Specific Exclusions:

We will not be liable to pay a claim under this Add on cover in case of any claims arising out of or related to the following:

- No. of persons/passengers in the vehicle at the time of occurrence of such injury were more than the same as specified in the registration certificate.
- Death or injury directly or indirectly wholly or in part arising or resulting from traceable to intentional self-injury suicide or attempted suicide.
- An accident happening whilst such driver person is under the influence of intoxicating liquor or drugs or
- Claim with respect to Driver person in case of accident arising due to over speeding beyond the limits as defined by the road authority.
- Injury directly or indirectly caused by or arising from or attributable to war, invasion, act of foreign enemy, war like operation (whether war be declared or not), terrorism acts, nuclear weapon.
- Any expense on treatment of Insured Person as outpatient only
- Any expense on Naturopathy, non-allopathic treatment and/or any experimental or unproven treatment.
- Any expense related to Injury suffered whilst engaged in adventurous sports - para-jumping, rock climbing, mountaineering, motor racing, horse racing or deep-sea diving.

#### Necessary claim documents:

- Duly Completed and signed Claim Form
- Attested copy of FIR/ Panchanama / Inquest Panchanama.
- Complete medical records/reports including investigation /Lab reports (X-Ray, MRI etc.) in case of disability claim.
- Postmortem report, if conducted.
- Discharge summary, Pharmacy bills, Medical Practitioner reports,

Any other documents as requested by the Claims Department which is/are relevant to the coverage under the policy.

We, at Our own expense, shall have the right and opportunity of Your medical examination through Our appointed agents whose details will be notified to You when and as often as We may reasonably require during the pendency of a claim hereunder. Your or Your estate's compliance with the need for such examination is a condition precedent to establishing liability under the Policy.

#### **Claim intimation & Submission:**

Preliminary intimation of claim with particulars relating to Policy Number, name of the Insured Person in respect of whom claim is made, nature of Illness/Injury and name and address of the attending Hospital, must be provided to Us at least 72 hours before admission to the Hospital in case of planned Hospitalization, and within 24 hours of admission in the Hospital, in case of Emergency Hospitalization.

The claim form, all claim documents along with the attending Medical Practitioner's certificate duly filled and signed in all respects with the above-mentioned claim documents will be submitted by claimant, at his/her own expenses, to Us not later than 30 days from the date of discharge from the Hospital.

We may provide condonation in delay in intimation and claim document submission from timelines as specified above, only in case where You can satisfy Us that such delay was due to reasons beyond the control of the insured.

#### **Claim payment:**

The benefit 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. Claim will be paid or rejected within the 30 days from the date of document submission and within the 45 days in case of investigation.

In case of delay in payment, We shall be liable to pay interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by Us.

**Subject otherwise to the terms exceptions condition & limitations of the base policy.**

### **18. BATTERY SECURE**

In consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the insurance company hereby undertakes to indemnify the Insured for expenses incurred in repair or replacement and any other associated charges due to unexpected power surge while charging the battery and consequential damages arising out of water ingress/Short circuit causing loss or damage to battery, drive Motor/electric Motor and HEV (Hybrid electric vehicle) system and parts forming part of or taken & fitted separately to the insured vehicle.

For the purpose of this add-on, 'Consequential Damage' would mean "the damage more specifically expressed hereinabove caused to an insured vehicle not arising directly from an insured peril but as a direct consequence to the same".

1. Battery would mean an electric-vehicle battery (EVB) (also known as a traction battery) is a battery used to power the electric motors of a battery electric vehicle (BEV) or hybrid electric vehicle (HEV). These batteries are usually rechargeable batteries and are typically lithium-ion 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 give power over sustained periods of time and are deep-cycle batteries.
2. Drive Motor/electric Motor is a motor which is fitted on the axles which converts electric energy into mechanical energy.
3. HEV (Hybrid electric vehicle) system - The HEV system contains of Electric motor, DC/DC step down converter, electric generator & power electronics controller

4. In case of an accident, payment under this add-on would be made only when there is evidence of impact damage to the Battery and resulting into damage to covered parts as mentioned above.
5. In case of short circuit while mounting, dismounting or vehicle in charging port resulting into damage/ failure to covered parts as mentioned above

#### **Coverage terms**

- The Add-on is applicable for maximum of 5 years from the date of sale of a brand-new EV / HEV
- In case battery swapping facility availed by the policyholder the coverage will be provided subject to their agreement with the service provider
- There is no capping on number of claims in a policy period unless otherwise stated in the policy schedule

#### **Exclusions**

1. Any claim where the subject matter of claims is covered under manufacturer's warranty
2. Goodwill compensation and costs incurred in the recall campaigns of the manufacturer
3. Any Claim reported after 30 days shall not be covered
4. Any claim where battery or charger used are not Authorized by OEM
5. Any claim where the repair has been carried out without prior approval from the company
6. Any claims related to loss or damage due to ageing, depreciation, Wear and Tear
7. Any claim where charging is not done as per OEM's specification
8. Any claim where usage of vehicle/battery is not as per owner's manual
9. Gradual capacity loss of the battery & degree of degradation of battery is not covered if battery's state of health (SOH) is not as per below table OR as per OEM's specification, whichever is higher

AGE Band	State of Health (SOH Level)
0-1	97%
1-2	95%
2-3	93%
3-4	90%
4-5	88%

10. This cover shall not apply if the car or any part thereof is repaired or altered otherwise than in accordance with the standard repair procedure or by any Modification, Alteration, Dis-assembly, Repair or Replacement by unauthorized person/repairer

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

## **19. MULTIPLE DAMAGE**

In consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Insurance Company hereby undertakes to indemnify the Insured for claim arising out of any peril as covered under the policy, Insurance company at the time of single claim will indemnify the Insured for expenses incurred in repair or replacement for Multiple surface damage claims of the insured vehicle.

#### **Coverage terms**

- For admissibility of claim under this cover, at least one event should be within the present policy period and the claim must be admissible under Section 1 of the policy.

- Total Claim amount under this cover will be restricted to 5% of IDV in the policy period.
- There is no capping on number of claims in a policy period unless otherwise stated in the policy schedule.

**Exclusions**

- Any claims related to internal vehicle components but not restricted to Engine, Gear Box & Steering assembly.
- Any claim where the repair has been carried out without prior approval from the company.
- Any claim related to loss or damage due to consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages, any extension of the damage.
- Claim must be reported within 30 days from the date of loss/damage.

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

**20. ADDITIONAL TOWING**

In consideration of payment of additional premium, it is hereby agreed and declared that in the event of the Insured Vehicle being disabled by reason of loss or damage admissible under the terms and conditions of Section I of the Policy, Company will bear the reasonable cost of towing the Insured Vehicle from the spot of accident to the nearest repairer as approved by the Company upon submission of proof of expense incurred by you, subject to a maximum limit as specified on the Schedule. The benefits under 'Towing Cover' shall be available in excess of the amount payable under Section I of the Policy.

**Exclusions**

In addition to the exclusions mentioned under the Policy, Company will not be liable to indemnify the Insured for the following events:

1. Where the own damage claim made by Insured against the Company under Section I of the Policy is not payable under the Policy
2. Any consequential loss arising out of claims lodged under Towing Cover
3. Where a loss is covered under 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.

**21. CAR SPA**

In consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the insurance company hereby undertakes to indemnify the Insured for expenses incurred at the time of claim in cleaning, vacuuming and washing of the insured vehicle at the insurer's authorised service center subject to admissibility of Own Damage claim.

**Coverage terms**

- Only the first 2 claims will be admissible in a policy period unless otherwise stated in the policy schedule

**Exclusions**

- Where Own Damage claim is not admissible under the policy
- Any Claim reported after 30 days shall not be covered
- Any claim where the repair has been carried out without prior approval from the company
- Any claims related to normal usage of the vehicle
- This cover shall not apply if the car or any part thereof is repaired or altered otherwise than in accordance with the standard repair procedure or by any Modification, Alteration, Dis-assembly, Repair or Replacement by unauthorized person/repairer

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

## 22. ZERO EXCESS:

In consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that on the happening of an insured event arising under the Motor Insurance Policy for the insured vehicle during the policy period and notified as prescribed, we will waive the compulsory deductible applicable on the policy following an admissible claim, subject to the following Special Provisions and terms and conditions of the policy except in so far as the same may be varied hereby.

### **Coverage terms**

- Only the first 2 claims will be admissible in a policy period unless otherwise stated in the policy schedule

### **Conditions**

1. This add-on cover is valid only if the Motor Insurance Policy issued by us is valid during the accident period and the claim is admissible under the said policy terms and conditions.
2. This add-on cover is not valid where a loss is covered under 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.
3. The voluntary deductible amount applicable to the Motor Insurance Policy shall be borne by You.
4. The add-on cover is applicable for Private car – A car registered as Private Car and used for private purposes only.

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