

IFFCO-TOKIO GENERAL INSURANCE CO. LTD Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017 LONG TERM VALUE AUTO PLUS

Wording

This Coverage as Add- On(s) of Long Term Standard Motor Package Policy for Two Wheelers is evidence of the contract between You and Us. The Proposal along with any written statement of Yours for purpose of this Coverage forms part of this contract.

This Coverage witnesses that in consideration of Your having paid the premium, We will insure your vehicle(s) specified as operative in the Schedule during the coverage period and accordingly We will indemnify you in respect of events occurring during the Period of Coverage of Insured vehicle(s) in the manner and to the extent set forth in the Coverage provided that all the terms, conditions and exceptions of this Coverage in so far as they relate to anything to be done or complied with by you have been met.

The Schedule shall form part of this Coverage as an "Add–On(s)" of Long Term Standard Motor Package Policy for Two Wheelers" and the term "Coverage" whenever used as shall mean as including the Schedule. Any word or expression to which a specific meaning has been attached in any part of this Coverage or of Schedule shall bear such meaning whenever it may appear.

This Coverage is based on information, which You have given Us and the truth of these information shall be condition precedent to Your right to recover under this Coverage.

SECTION A:

GENERAL DEFINITIONS

Any word or expression to which a specific meaning has been assigned here shall bear such meaning wherever it may appear

1. Proposal

It means any signed Proposal by filling up the questionnaires and declaration(s), written statements and any information in addition thereto supplied to Us by You or on Your behalf.

2. <u>Coverage</u>

It means the Coverage booklet, the additional Schedule for this coverage and any applicable endorsement or memoranda. Your Coverage contains details of the extent of cover available to You, what is excluded from the cover and the conditions, warranties, provisions on which the Coverage is issued.

3. <u>Schedule</u>

It means the latest Schedule issued by Us as part of Your Coverage for Insured Vehicle(s) under "Value Auto Plus Coverage". It provides details of Parts, Endorsement(s), Extension(s), Benefit(s), Condition(s), Exclusion(s) and Warranties which are in force, and the level of cover You have. A revised schedule will be sent at each renewal.



4. Endorsement

It means any alteration made to the Coverage which has been agreed to by Us in writing.

5. Sum Insured/ Limit

It means the monetary amounts shown as limit for Benefits/Indemnity under different Part(s), Extension(s) and Benefit(s) of the Coverage.

6. <u>We/Our/Us</u>

It means Iffco Tokio General Insurance Company Ltd, also known as ITGI.

7. You/Your/Yours

It means the persons/entities named as the Insured in the Schedule for this Coverage.

8. Insured Person(s)

It means anyone on your behalf (including You) travelling in/on the Insured Vehicle with Your consent as per seating capacity of the Vehicle as recorded in the Registration Certificate.

9. What is Covered

It means the damages/perils/contingencies which are covered under the Coverage and for which We have liability in the event of claim occurrence.

10. What is Not Covered

It means the damages/perils/contingencies which are not covered under the Coverage and for which We have no liability in the event of claim occurrence.

11. Damage/Damaged

It means loss of or damage to the Insured Vehicle including accessories.

12. Accident/ Accidental

It means a sudden, unforeseen and involuntary event caused by external, visible and violent means.

13. Breakdown

It means the sudden and unforeseen failure of parts of the vehicle, but not by normal wear and tear, normal deterioration or negligence necessitating immediate repairs or replacements.

14. Normal Wear and Tear

It means gradual reduction in operating performance of a covered part(s) or of the whole vehicle having regard to the age of the vehicle and distance it has travelled.

15. <u>Excess</u>

It means the first part of any Claim for which You/Insured person(s), any beneficiary(s) under the coverage is/are responsible. Any Sum Insured/Limit will apply after the Excess has been deducted.

16. <u>Family</u>

It means the spouse, children, parents and other relatives who are either dependent on you and /or living with You.

17. Coverage Period/Period of Coverage

It means the period commencing from the effective date and time as shown in the Schedule and terminating on

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the expiry date and time as shown in the Schedule for this Coverage.

18. Currency of the Coverage

It means (for consideration of any claim) currency of that Section or part of Section, Endorsement(s), Extension(s), Benefit(s), Additional Benefit(s), Part(s) of this coverage to which the claim relates.

19. Accessories

It means parts of Insured Vehicle(s) which are not directly related to direct functioning of the vehicle in its drive. This includes entertainment and communication equipment which form part of Insured Vehicle(s) and also non electrical items such as Seat Covers, Mats and for other likewise furnishings.

20. <u>Event</u>

It means any one event or series of events arising out of one common cause or source in connection with the Insured Vehicle.

21. Claim/Benefit

It means our liability to You under the Coverage arising out of Event(s) covered under the Scope of the Coverage.

22. Insured Vehicle

It means the Motor vehicle We are insuring for You under this coverage. This includes standard tools, options and accessories while they are in or on Your Vehicle.

23. <u>Driver</u>

(a) It means any person including insured person who whilst driving holds an effective driving license at the time of accident and is not disqualified from holding or obtaining such a license.

OR

(b) Any person including insured person whilst driving holds an effective learner's license and such person satisfies the requirement of Rule 3 of the Central Motor Vehicle Rules 1989, at the time of accident or as amended thereon.

24. Repair Shop or Garage

It means legally approved professional mechanic workshop authorized by You with our consent or authorized by Us and adequately equipped to deal with the breakdown or accident in question.

25. Preferred Garage :

It means a professional mechanic workshop which conforms to the service standards (including cashless settlement of claims) prescribed by IFFCO-Tokio. This Garage services/repairs vehicles including those of multiple makes and models.

26. Authorised Garage :

It means a professional mechanic workshop which is authorized by an automobile manufacturer to repair/service the vehicles of their make. This workshop conforms to the service standards prescribed by the automobile manufacturer. It may or may not be part of the preferred garage list of IFFCO-Tokio.

27. <u>Terrorism</u>

It means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or the commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily

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committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

28. Long Term Standard Motor Package Policy

It means the Policy which covers loss of or damage to the Insured Vehicle in addition to the coverage for Third Party liability for bodily injury and/or death and property damages, including Personal Accident Coverage for Owner-Driver and Occupants as the case may be.

29. Limitation as to Use

It means the use of the Insured Vehicle by You or anyone on Your behalf in accordance with the Schedule issued by Us as a part of Long Term Standard Motor Insurance Policy Form for the Insured Vehicle of Two Wheelers.

30. Place of Residence/Work

It means your address as per our latest record. In case of individual insured or corporate(s) who have provided vehicles to their employees for exclusive use, it is the place of residence or office address of individual insured or employee concerned. However in case of corporate(s)/concern(s) using vehicles for general or business or professional purpose, it is the office address in the city where the vehicle(s) is/ are normally located.

31. Total loss/Constructive Total loss

It means that the Insured Vehicle is treated as Total loss/ Constructive Total loss if the aggregate cost of retrieval and/or repair of the vehicle, subject to term(s) and condition(s) of the Long Term Standard Motor Package Policy for Two Wheelers exceed 75% (seventy five percent) of Sum Insured/ IDV (Insured Declared Value) of the vehicle as defined/described in the Standard form for Long Term Standard Motor Package Policy for Two Wheelers.

32. Reasonable and Customary charges

It means the charges for repair/replacement of the vehicle and/or its parts, which is/are considered the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the damage to the vehicle and/or its parts involved.

33. <u>Keys</u>

It means keys of your vehicle as insured under the Long Term Standard Motor Package Policy for Two Wheelers.

34. Geographical Limits

It means within Indian Territory, unless otherwise specified.

SECTION B

"SCOPE OF COVERAGE"

In the event of insured's vehicle getting damaged in accordance with Section 1. (Loss of or damage to the vehicle insured) of Standard form of Package Policy in respect of Two Wheelers, We will indemnify You as per coverage(s), term(s), condition(s), exclusion(s), endorsement(s) of Long Term Standard Motor Package Policy for Two Wheelers subject to special exclusion(s) as mentioned below provided that, additional premium has been paid by You or on Your Behalf.

Special Exclusions:-

- 1) Any claim unless there is a liability to us for the same event in Long Term Standard Motor Package Policy for Two Wheelers issued by Us to You except that We have specifically agreed to change this condition for a particular benefit or indemnity or the coverage as a whole.
- 2) Any accidental damage to the insured vehicle whilst insured vehicle is being used by You or anyone on your behalf with your consent for unlawful purpose.
- 3) Any reduction or increase in value of insured vehicle i.e. amount payable in total loss/constructive total loss claims beyond what is covered as per the terms and conditions of Long Term Standard Motor Package Policy for Two Wheelers, unless otherwise covered in Section C, "Benefits".
- 4) Consequential loss of any kind or description including any reduction of Market Value beyond the cost of repair or replacement unless covered in Section C "Benefits".
- 5) Any damage or accident occurring before the inception of coverage under period of insurance.
- 6) The cost of repair or replacement of any unchanged or unbroken items or item forming part of a set of items or other items of uniform nature, colour or design when the damage or breakage occurs within a clear identifiable area or to a specific part and replacement cannot be matched.



SECTION C

"<u>BENEFITS</u>"

PART 1 DEPRECIATION WAIVER UIN: IRDAN106A0003V01201718

In the event of accidental damage to the Insured Vehicle as per Section B "Scope of Coverage" We will provide the benefits of 'Depreciation Waiver' subject to the following special conditions:

Special Conditions:

- a) We will pay the Amount/Value deducted towards depreciation on parts of Insured Vehicle as per the Survey Report, approved by Us in case of partial loss claim settlement, as per Condition No. 3, b) under Long Term Standard Motor Package Policy for Two Wheelers which is insured with Us by You.
- b) The Replacement of parts(s) is/are considered necessary only if part(s) are irreparable in the opinion of the Surveyor/ Authorized Representative appointed by Us, notwithstanding Your choice of replacing the parts(s).

What is not Covered:-

- a) Any excess of Long Term Standard Motor Package Policy for Two Wheelers or any excess of this Coverage.
- b) Any partial payment of amount deducted towards depreciation i.e. less than or part of the percentage mentioned in the item number 1), 2), 3) and 4) of Section 1 : Loss of damage to the vehicle insured of Long Term Standard Motor Package Policy for Two Wheeler unless we have decided to provide the limited coverage of depreciation waiver.
- c) More than 2 (Two) claims in any one year of 365 (Three Hundred and Sixty Five) days and more than 3 (Three) claims in full policy period of 2 (Two) years and more than 5 (Five) claims in full policy period of 3 (Three) years as the case may be, unless We decided to change this exclusion.



NEW VEHICLE REPLACEMENT COVER UIN: IRDAN106A0004V01201718

In the event of damage to the Insured Vehicle as per Section 'B' "Scope of Coverage", We will provide the benefit of 'New Vehicle Replacement' subject to the following special conditions:

Special Conditions:

- a) If the Insured Vehicle becomes a Total Loss/Constructive Total Loss, We will pay for the actual amount difference between the Sum Insured/ IDV (Insured Declared Value) of the Insured Vehicle and the current Manufacturer Selling Price (MSP) of a New Vehicle of same make, model, features, specification as on date of accident/loss.
- b) If the insured vehicle goes out of production after commencement of insurance; then We will pay for the difference between last available Manufacturer Selling Price (MSP) of the Insured Vehicle before the date of accident/loss and Sum Insured/IDV (Insured Declared Value).
- c) The last available Manufacturer Selling Price (MSP) cannot be considered for a date after the settlement of Total Loss/Constructive Total Loss Claim for Insured Vehicle under Long Tem Standard Motor Package Policy for Two Wheelers.
- d) *Insurance Cost:* We will also pay for insurance cost of own damage section, on the same terms of insurance, for the same make, model as that of insurance of the Insured Vehicle which is subject to the Total Loss. This payment of Insurance cost will be made after deducting the pro-rata premium of Own Damage Section of Insurance Policy of Insured Vehicle for the period of insurance from the inception of policy period till the date of accident/theft on which the Insured Vehicle has become subject to the Total Loss/Constructive Total Loss and after retention of full third party premium.
- e) **Registration Cost:** -We will also pay for Registration and Road Tax cost for the New Replacement vehicle, on the same terms, including make, model as that of the Insured Vehicle which is subject to the total loss. This payment of Registration Cost and Road Tax will be made after deducting the cost on pro-rata basis from the date of Registration till the date of accident/theft on which the Insured vehicle has become subject to the Total Loss/ Constructive Total Loss.We will pay the Registration cost, after accounting for the necessary refund from the RTO or the concerned authorities unless We have agreed to change this condition of refund from the RTO or the concerned authorities on reasonable grounds.

What is not covered:-

- a) More than actual Amount of difference between Manufacturer Selling Price (MSP) of New Vehicle of same make, model, specification as that of Insured Vehicle and the Sum Insured/ IDV (Insured Declared Value) for Your Insured Vehicle meaning thereby that We are not liable for the difference between the lower Sum Insured/IDV (Insured Declared Value) than the prescribed Sum Insured/IDV (Insured Declared Value) by Us under Your Long Term Standard Motor Package Policy for Your vehicle and New Replacement cost of the Vehicle.
- b) Any Claim on account of difference in amount due to change in location of Registration Authority or of

insurance zone for the purpose of premium computation from the place for which Registration fees, Road tax and insurance premium was paid in respect of the insured vehicle.

- c) Any claims on account of items unless the same are additionally insured and endorsed under the Long Term Standard Motor Package Policy for Two Wheelers.
- d) More than below mentioned percentages of Sum Insured/IDV (Insured Declared Value), payable in case of Total Loss/Constructive Total Loss of the Insured vehicle in the current period of insurance under the benefit without taking into consideration Insurance Cost and Registration Cost mentioned above.

Table 2 (a)			
Age of the Vehicle	Maximum Liability as % of Sum Insured/IDV (Insured Declared Value)		
0 ≤ 1 Year	15%		
> 1 Year ≤ 2 Years	27.5%		
> 2 Years ≤ 3 Years	37.5%		
> 3 Years ≤ 4 Years	52.5%		
Above 4 Years	70%		



LOSS OF KEY UIN: IRDAN106A0005V01201718

In the event of loss of keys of the insured vehicle and/or damage to the lock system of the vehicle due to accidental damage or theft or attempted theft, then We will pay the cost of vehicle keys, locks including repair and replacement charges, as may deem fit.

Any claim under this Part-3 Loss of Key cover will affect the entitlement of availing NCB (No Claim Bonus) as per the Table mentioned on the Schedule of 'Long Term Standard Motor Package Policy for Two Wheelers'.

What is not covered: -

We will not be liable for:

- a) Any damage to the lock system of the insured vehicle unless the repair or replacement is carried out in authorized workshops/garages.
- b) Key(s)/Lock system which are otherwise covered under Manufacturer's Warranty.
- c) Any damage to keys or locks due to wear and tear, any climatic condition, mechanical or electrical breakdown.
- d) Any repair or replacement of locks which were damaged prior to the date, the keys were damaged or stolen.
- e) Any claim, unless it is lodged with us within 24 (Twenty Four) hours of the date of loss/damage except under circumstances beyond Your control in Our opinion.
- f) Any consequential loss arising out of claim(s) lodged under "Loss of Key" Section.
- g) More than 2 (Two) claims in any one year of 365 (Three Hundred and Sixty Five) days and more than 3 (Three) claims in full policy period of 2 (Two) years and more than 5 (Five) claims in full policy period of 3 (Three) years as the case may be, unless We decided to change this exclusion.

Special Provisions:

- a) We will be liable only if theft or attempted theft has been reported to the Police and written confirmation has been received within 48 (Forty Eight) hours except under circumstances beyond Your control in Our opinion.
- b) The coverage is applicable for ignition keys.



DAILY RENTAL/TRAVEL COST

UIN: IRDAN106A0006V01201718

In the event of accidental damage to the Insured Vehicle under Section 'B' "Scope of Coverage", We will provide the benefits of "Daily Rental/Travel Cost" subject to the following special conditions:

Special Conditions:

- a) **Total Loss Claim(s):-** If the Insured Vehicle is stolen, damaged and is subject to Total Loss Settlement as per Condition No: 3(a) within the Scope of Long Term Standard Motor Package Policy for Two Wheeler(s); then We will pay for the arrangement of a rental vehicle of similar make & model or give daily travel cost:
 - 1. Until we settle the claim as per total loss claim settlement in accordance with the Condition No (3) (a) of Long Term Standard Motor Package Policy for Two Wheelers.

OR

2. A maximum of 30 days from the date of intimation of claim to Us or lodging of Police Complaint, whichever is later.

Whichever is earlier a(1) or a(2).

- b) Partial Loss Settlement:- If the Insured Vehicle is damaged and is subject to Partial Loss Settlement as per Condition No 3(b) i.e. losses other than Total/ Constructive Total Loss, within the Scope of Long Term Standard Motor Package Policy for Two Wheeler(s), then We will pay for arrangement of a rental vehicle of similar make & model or give daily travel cost subject to the following conditions:
 - 1. This daily rental / travel cost will be provided
 - (i) From the date and time, the necessary repair(s) to the Insured Vehicle(s) is/are approved by the deputed surveyor/assessor and subsequently is/are authorized by the Manager of the Garage/Workshop/Body Shop/Repair Shop as per the job card/any other relevant authorization.

OR

(ii) From the date and time, the Insured Vehicle is made available for commencing repair and repair work commences after availability of parts.

Whichever is later of b (1 (i) or b (1 (ii) of above.

- 2. The maximum Daily Rental/Travel Cost benefit paid by Us will be as per the following provision(s) :
 - (i) For a maximum of 7 (Seven) days

OR

(ii) Until the repair(s) have been completed and re-inspection has been done by the deputed surveyor/assessor.

OR

(iii) Until We settle the claim by paying You or Repair Shop.

OR

(iv) The delivery of insured vehicle taken by You or Your representative, Whichever happens first of b (2 (i) to b (2 (iv).



Limit of Liability

We will pay a maximum Daily Rental or Travel cost of 0.33% (One third of a percent) of Sum Insured/IDV (Insured Declared Value) subject to maximum of Rs. 500 (Rupees Five Hundred) per day.

The limit of liability for Daily Rental/Travel Cost is for each completed day (24 hours) only.

What is not covered: -

We will not be liable for:

- a) The first 48(Forty Eight) hours in case of partial loss claims (as per *Special Conditions*) of Part 4) and first 72 (Seventy Two) hours in case of total loss claims (as per *Special Conditions* b) of Part 4) after intimation of the claim to Us or lodging of Police complaint whichever is later, unless we have decided to do away with this provision.
- b) The cost of fuel and other running, maintenance cost, driver fees for the rental vehicle.
- c) Damage to rental vehicle and/or any liability arising out of use of said vehicle.
- d) Any benefit(s) under this part of coverage for the duration of non repair of the vehicle due to unavailability of spare parts unless this non availability of spare parts has arisen due to stoppage of production by manufacturer, supply of spare parts interrupted directly due to operation of Insured perils of "Section 1" (Own Damage Section) of Long Term Standard Motor Package Policy for Two Wheelers in accordance with "Section B" (Scope of Coverage) at the premises of the manufacturer.
- e) Any benefit under this part of coverage for duration of non- repair of the vehicle due to non availability of mechanic or repairer or any other reason which could have been prevented by You or Authorized Garage, Dealer in our opinion.
- d) More than 2 (Two) claims in any one year of 365 (Three Hundred and Sixty Five) days and more than 3 (Three) claims in full policy period of 2 (Two) years and more than 5 (Five) claims in full policy period of 3 (Three) years as the case may be, unless We decided to change this exclusion.

Special Provision:

- I. This coverage is subject to the condition that the vehicle will be repaired in Preferred Garage/ Authorized garage/Dealers approved by Us unless We have agreed to do away with this condition.
- II. This coverage for Daily Rental/Travel Cost is subject to the operation of insured peril(s) only as mentioned in the Long Term Standard Motor Package Policy for Two Wheelers, not as per benefits for which claim will arise in Value Auto Coverage.



NO CLAIM BONUS (NCB) PROTECTION UIN: IRDAN106A0007V01201718

In the event of accidental damage to the Insured Vehicle under Section 'B' "Scope of Coverage", We will protect Your entitlement of NCB (No Claim Bonus) under Long Term Standard Motor Package Policy for Two Wheelers for Your Insured Vehicle subject to the following special conditions:

Special Conditions:

a) The NCB (No Claim Bonus) can be earned, retained or reduced in the following period of Insurance on renewal, as per the following Tables:

Table 5 (a)-Applicable for 2 (Two) Years Policy Period				
Percentage of NCB for the Insured vehicle at the inception of the policy	For 2 claims during the block of policy, Insured's NCB on Renewal or if Policy is Renewed Within 180 Days	nsured's NCB on For 3 claims during the block r if Policy is of policy, Insured's NCB on		
65%	65%	45%	Nil	
55%	55%	45%	Nil	
50%	50%	35%	Nil	
45%	45%	35%	Nil	
35%	35%	25%	Nil	
25%	25%	25% 20%		
20%	20%	20% Nil		
0%	20%	Nil	Nil	

Table 5 (b)-Applicable for 3 (Three) Years Policy Period				
Percentage of NCB for the Insured vehicle at the inception of the Policy	vehicle at the Renewal or if Policy is of policy, Insured's NCB on		More than 4 claims during the block of policy, Insured's NCB on Renewal	
65%	65%	45%	Nil	
55%	55%	45%	Nil	
50%	50% 35%		Nil	
45%	45%	35%	Nil	
35%	35%	25%	Nil	
25%	25%	25% 20%		
20%	20%	20% Nil		
0%	0% 20% Nil		Nil	

Eligibility of No Claim Bonus at the time of renewal will depend upon the number of claims preferred by You under the Long Term Standard Package Policy for Two Wheelers. At the time of renewal, eligibility with or without No Claim Bonus Protection Cover for No Claim Bonus under Long Term Standard Motor Package policy will be compared and higher of these will be considered as the No Claim Bonus to be allowed at the time of renewal.

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This No Claim Bonus (NCB) will be allowed whether the renewed period of insurance is Annual or 2 (Two) Years or 3 (Three) Years.

What is not covered: -

We will not be liable for:

a) The NCB (No Claim Bonus) Protection for the Claim made up to the Amount mentioned in the following Table 5
(c) according to the Age and Category(s) of the Vehicles under Long Term Standard Motor Package Policy for Two Wheelers:

Table 5 (c)									
Age of the Vehicle (in Years	0≤1Year	> 1 Year ≤ 2 Years	> 2 Years ≤ 3 Years	> 3 Years ≤ 4 Years	> <mark>4 Years ≤ 5 Years</mark>	> 5 Years ≤ 6 Years	>6 Years ≤ 7 Years	> 7 Years ≤ 8 Years	Above 8 Years
Category of the Vehicle	NCB Protection Not Available for the Claims Made upto the Following (%) of Sum Insured/Insured Declared Value								
Two Wheelers	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%	3.25%	3.50%	5.00%

All the other provision(s) relating to the NCB (No Claim Bonus) as mentioned in Long Term Standard Motor Package Policy for Two Wheelers and/or General Regulation No. 27 of Indian Motor Tariff will remain unaltered.

- b) NCB (No Claim Bonus) Protection in respect of any claim of total loss as per condition no. 3(a) of Long Term Standard Motor Package Policy for Two Wheelers.
- c) NCB (No Claim Bonus) Protection if the policy is not renewed with Us within 180 (One Hundred Eighty) days of expiry of the policy.
- d) NCB (No Claim Bonus) Protection if there is a loss on account of Loss of Key (Part 3) of this "Value Auto Plus Coverage", Notwithstanding the amount of claim as mentioned in point a) of" What is Not Covered".



TOWING AND/OR REMOVAL/STORAGE OF INSURED VEHICLE

UIN: IRDAN106A0008V01201718

In the event of Damage to the Insured Vehicle(s) as per Section B 'Scope of Coverage' We will indemnify You by way of payment or arrangement of service, for the reasonable cost of towing, removal including storage, protection of the Insured Vehicle to the nearest garage, repairer or place of safety or any other place at our choice.

Limit of Liability

The maximum amount covered under this benefit is as per the limit mentioned in the schedule.

What is not covered: -

- a) Any amount payable under any other policy or the coverage or benefits of this coverage unless the amount has already been accounted for while settling the claim.
- b) Any claim unless the bills, receipts for amount incurred is/are submitted to us.
- c) Any claims if the Insured vehicle is able to be driven on its own power on self propelled basis unless in our opinion it could increase or aggravate the damages sustained by the insured Vehicle.

SECTION D

"GENERAL CONDITIONS"

1. <u>Reasonable Precaution and Care of Motor Vehicle</u>

- a) You or anyone driving the insured vehicle on Your behalf shall take all reasonable precautions for safety and soundness of Insured Vehicle, insured person(s) and to prevent damage, injury in order to minimize claims or intervention for our Assistance. You must comply with manufacturer's recommended actions for inspection and maintenance and shall also comply with all statutory requirements or other regulations and will employ only competent employees.
- b) We shall have at all time free and full access to examine the vehicle or any part there of and/or any driver or Your employee or any insured person or any service provider of Yours for the purpose of this Coverage.
- c) In the event of any accident of the vehicle, the vehicle shall not be left unattended without proper precautions being undertaken to prevent further loss, damage. If the vehicle be driven before the necessary repairs are affected, any extension of the damage or any further damage to the vehicle shall be entirely at Your risk.

2. Notice

- a) You or Your authorized representative will give every notice and communication in writing to Our any office or by phone service to Our call centre.
- b) In the event of loss of or damage to the vehicle due to insured peril(s) or injury to insured person(s) leading to claim under the Coverage or any claim requirement by You/Insured person(s) or You may simply call Us on 1800-103-5499 (free of cost).
- c) You shall provide the following information whilst calling for our assistance:
 - i. Your name and Contact No
 - ii. Insurance Policy No. and Coverage No. and details.
 - iii. Vehicle Registration No, Engine No, Chassis No
 - iv. Vehicle Identification No.
 - v. Make & Model, Colour of the vehicle
 - vi. Exact location of immobilized vehicle, hospital or any other relevant point.
 - vii. Description of the Problem

3. Mis-Description

This Coverage shall be void and all premium paid by You to Us shall be forfeited in the event of misrepresentation, mis-description or concealment/non-disclosure of any material information.

4. Change in Circumstances

You must inform Us, as soon as reasonably possible, of any change in information You have provided to Us about Insured Person, Yourself, Your Business, Your employees and/or Your vehicle, and driver, location which may affect the insurance coverage provided e.g. change in colour, fitting of extra installation etc. You must also notify Us about alteration made or change in information as described aforesaid whereby risk of Damage or Accident is increased. In case of such alteration or changes made and not accepted by Us in writing, all Benefits under this Coverage shall cease.



5. Claim Procedure and Requirements

An event, which might become a claim or calls for our assistance under the Coverage, must be reported to Us as soon as possible in writing or on phone. A written statement of the claim will be required and a Claim form will be provided and this written statement of claim will be required immediately.

The written statement of claim along with supporting documentation (estimates, vouchers, invoices, proof, investigation report and the like) prepared at Your expenses along with particulars of other insurance covering the same risk must be delivered to Us within 15 days of date of loss, damage of the vehicle.

The Police must be informed of any theft, attempted theft, Robbery, Dacoity or any damage caused by riot, strike, malicious persons or vandals or any other criminal act. You or anyone on Your behalf shall also take practicable steps to apprehend the guilty person and recover the vehicle and/or its accessories lost.

If any person including Benefit Provider(s) is/are claiming against You, Your family or Your employee; or any other beneficiary under this coverage, every letter, claim writ, summon, process information or any verbal notice of claim shall be forwarded to Us without delay. You, Your Family or any person on Your behalf must not attempt to negotiate any claim, nor admit or repudiate any claim without Our consent. You shall give all possible assistance to enable Us to settle or resist any claim or to institute proceedings.

6. Claim Control

- a) We are entitled to:
 - i) Enter any place under Your control where loss or damage of the Insured Vehicle has occurred and take possession of the such place and Insured Vehicle or any accessory(s) but this does not mean that vehicle or any part of the vehicle can be abandoned to Us.
 - ii) Receive all necessary information, proof, reason of loss, estimate, documents under Your possession, damages, injury from You or anyone on Your behalf and from any other person seeking benefit under this Coverage.
 - iii) Take over and conduct in Your name or any person seeking benefit under this Coverage, defense or settlement of any claim.
 - iv) Take proceedings at Our own expenses and for Our own benefit, but in Your name or any other person who is claiming or has received benefit, to recover any payment made or due under this Coverage.
 - v) Provide reimbursement, repair/reinstate/replace the covered items, parts, vehicles under the different parts of Section "C" of Value Auto Plus Coverage in conjunction with or without condition of Long Term Standard Motor Vehicle Package Policy for Two Wheelers.
 - vi) Provide reimbursement / payment of the claim and/or arrange for the services covered as applicable under the different parts of Section "C" of Value Auto Plus Coverage.
- b) No admission, offer, payment or indemnity shall be made or given by You or on Your behalf without our written consent.



In the event of any claim for loss, damage, liability; You shall prove that the cause or reason of such claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the exclusion(s) in "what is not covered" or any consequences thereof or with the intention to gain undue benefits not commensurate with actual extent of loss or damage and in the default of such proof We shall not be liable to make any payment in respect of such claim.

8. <u>Fraud</u>

If a claim is fraudulent on account of fraudulent means or action used by You or on Your behalf; all benefits and rights under this Coverage shall be forfeited.

9. Contribution

If, any claim or benefit provision arises, there is any other insurance covering the same matter (property, interest, liability, cost), We will pay only our rateable proportion unless specifically mentioned otherwise under relevant parts of Section C, "Benefits".

10. Cancellation

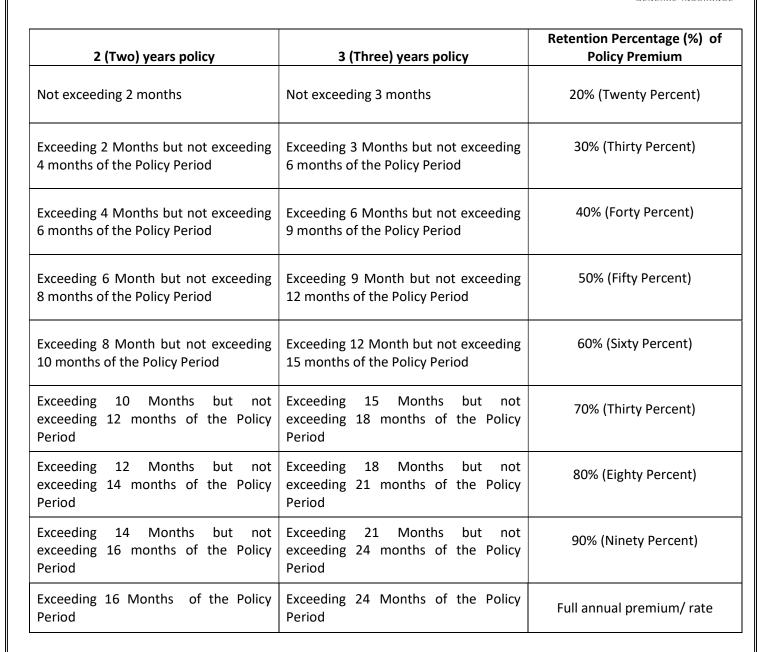
We may cancel the Coverage on grounds of fraud, moral hazard or misrepresentation or non-cooperation by You by sending 7 (seven) days notice under recorded delivery to You at Your last known address and in such event, We will return to You, except in case of fraud or illegality on Your part, the premium paid less the pro rata portion thereof for the period the Policy has been in force, or the policy may be cancelled at any time by You on seven days' notice under recorded delivery and, You shall be entitled to a return of premium less premium at Our Short Period rates (as per table below) for the period the Policy has been in force. Return of the premium by Us in either case will be subject to there being no claim under the policy.

If there is a claim in any year of the policy, the refund will be made for the unexpired policy year(s) after retaining the premium on short period scale. The refund for such policies shall follow the schedule below:

If Cancellation request	Percentage of policy premium to be refunded		
received	Two Year Policy	Three Year Policy	
In 1st (First) Year of policy period	30%	50%	
In 2nd (Second) Year of policy period	No Refund	10%	
In 3rd (Third) Year of policy period	NA	No refund	

Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

In the event of no claim preferred on Us, You may cancel this Coverage by sending 7(Seven) days written notice to Us. We will then allow a refund after retaining the premium based on following short period table.



11. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 (thirty) days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of The Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if we have disputed or not accepted liability under or in respect of this policy. It is understood, however, that the insured shall have the right at all times during currency of the policy to communicate only, with the leading or issuing office in all matters pertaining to this insurance.

12. Electronic transaction

Insured (You) agree(s) to adhere to and comply with all such terms and conditions as we (Iffco-Tokio) may prescribe from time to time and hereby agree(s) and confirm(s) that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof)or by means of electronic, computer, automated machines network or through other means of telecommunication established by or on behalf of us (Iffco-Tokio) for and in respect of the policy or its terms or our (Iffco-Tokio) other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with our terms and conditions for such facilities, as may be prescribed from time to time. However the terms of the condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policy holder's interests.

13. No Constructive Notice

Any knowledge or information of any circumstance(s) or condition in connection with You (insured) in possession of any of our(Iffco-Tokio) official shall not be the notice to or be held to bind or prejudicially affect us (Iffco-Tokio) notwithstanding subsequent acceptance of the premium.

14. Notice of Charge

We will not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealings with or relating to this policy. Your receipt or receipt of insured person shall in all cases be an effective discharge to us.

15. Subrogation :

- a. You shall do or concur in doing or permit to be done everything necessary for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which we shall be or would become entitled or subrogated upon our paying any claim under this policy, whether before or after indemnification;
- b. You shall not do or cause to be done anything that may cause any prejudice of our right of subrogation;
- c. You agree that any recoveries made shall first be applied in making good any sums paid out by or on behalf of us for the claim and the costs of recovery.

16. Disclaimer Clause

If We shall disclaim Our liability in any claim/benefit, and such claim/benefit shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claims shall for all purposes be deemed to have been abandoned and shall not thereafter under this Coverage.

- 17. No sum payable under this Coverage shall carry any interest/penalty.
- 18. All Claims/Benefits shall be settled in India Rupees.

19. Jurisdiction of Court

The provision of this Coverage shall be governed by the laws of India for the time being in force. The parties hereto unconditionally subject to the jurisdiction of the Courts in India.

20. Withdrawal & Alteration of Policy Conditions:

The policy terms and conditions may undergo alteration as per the IRDA Regulation. However the same shall be duly notified to you at least three months prior to the date when such alteration or revision comes into effect



by registered post at your last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDA Regulation.

A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to you in advance as per the IRDA guidelines with details of options provided by us. If we do not receive your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and you shall have to take a new policy available with us, subject to terms & conditions.

21. Protection of Policy Holder's Interest:

In the event of a claim, if the same is found admissible under the policy, we shall make an offer of settlement or convey the rejection of the claim within 30(thirty) days of receipt of all relevant documents and investigation/ assessment report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7(seven) days of your acceptance of our offer. In case of delay in payment, we shall be liable to pay interest at a rate which is 2.0% (two percent) above the bank rate prevalent at the beginning of financial year in which the claim is received by us.

22. Grievance or Complaint:

You may register a grievance or complaint by visiting our website <u>www.itgi.co.in</u> you may also contact the branches from where you have bought the policy or grievance officer who can be reached at our corporate office.

23. Payment of premium:

Full premium payable shall be paid in advance before commencement of risk. No receipt for premium shall be valid except on our official form signed by our duly authorized official. In similar way, no waiver of any terms, provision, conditions and endorsements of this policy shall be valid unless made in writing and signed by our authorized official.

24. Provision for Senior Citizens:

Grievance Management for Senior citizen will be as per IRDA regulations.

25. Legal Representative

In the event of the death of any person as mentioned in the schedule the sole insured, this Coverage will not immediately lapse but will remain valid for a period of three months from the date of the death of such person or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of such sole person insured to whom the custody and use of the Insured Vehicle passes may apply to have this Coverage transferred to the name(s) of the heir(s) or obtain a new Insurance Coverage of "Value Auto Plus" for the Motor Vehicle. Where such legal heir(s) desire(s) to apply for transfer of this Coverage or obtain a new Coverage for the vehicle such heir(s) should make an application to Us accordingly within the aforesaid period. All such applications should be accompanied by:-

- a) Death Certificate in respect of the such sole person insured
- b) Proof of title to the vehicle
- c) Original Coverage.

26. Insurance Ombudsman:

If you are not satisfied with any issue pertaining to the insurance, you can approach the insurance ombudsman in the respective area for resolving the issue. The contact details of the ombudsman offices are mentioned below:



Jurisdiction	Office Address		
Delhi, Rajasthan	First Floor, Universal Insurance Building, 2/2A Asaf Ali Road, New Delhi 110002 Ph:23239611 /33 Fax: 23230858		
West Bengal, Bihar	29, N.S. Road, Third Floor, Kolkata Ph:222 12669 Fax: 222 12668		
Maharashtra	Jeevan Seva Annex, 3 rd floor, Above MTNL, SV Road, Santacruz (W) Mumbai 400 054		
Tamil Nadu, Pondicherry	Fatima Akhtar Court, Fourth Floor, 312 Anna Salai, Chennai 600018		
Andhra Pradesh	6-2-47, Yeturu Towers, A.C. Guards Lakdi-Ka-Pool, Hyderabad 500004		
Gujarat	Second Floor, Shree Jayshree Ambica House, 5, Navyug College, Ashram Road, Ahmedabad 380014		
Kerala, Karnataka	Pulinat Building, Second Floor, M.G. Road, Kochi 682015		
North-Eastern States	Aquanus, Bhaskar Nagar, R.G. Baruah Road, Guwahati 781021		
Uttar Pradesh	Chintal House, First Floor, 16 Station Road, Lucknow 226001		
Madhya Pradesh	First Floor, 117 Zone 2, Maharana Pratap Nagar, Bhopal 462011		
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Batra Building, Shop-cum-Office 101-103, Second floor, Sector 17D, Chandigarh		
Orissa	62, Forest Park, Bhubaneswar 751009		

WARRANTIES

It is warranted

- 1. That Our liability for any one Claim/Benefit specified in the Schedule for this Coverage including any additional costs, services payable in connection with that Insured Vehicle (unless specifically expressed as being payable in addition to the limit) shall not exceed the Sum Insured/Limit set against such benefit or in the whole the total Benefit/Limits or such other sum(s) as may be substituted for it by Endorsement signed by on Our behalf.
- 2. That whenever Your vehicle is left unattended, all keys for the vehicle shall be kept in safe custody. It is provided that breach of this warranty shall not be a bar to any claim, benefit for loss or damage caused other than by Insured peril (No.3, Theft Perils under "what is covered").
- 3. The Insured Vehicle including accessories:
 - a) Maintained in a good and substantial state of repair.
 - b) Used in accordance with the description under "limitation as to use" in the schedule
- 4. All the Coverage including those mentioned in the Benefits, Extension are subject to perils, the terms, conditions, definitions, warranties, exclusion(s) unless mentioned otherwise.