



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

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VALUE AUTO COVERAGE FOR STAND-ALONE MOTOR OD PRIVATE CAR

NEW VEHICLE REPLACEMENT FOR STAND-ALONE MOTOR OD PRIVATE CAR

UIN - IRDAN106RP0002V01201920/A0015V01201920

Wordings

This Coverage as Add- On(s) of Standalone Motor Own Damage Policy For Private Car is evidence of the contract between You and Us. The Proposal alongwith 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 according 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 Standalone Motor Own Damage Policy For Private Car 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”

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. Coverage

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. Schedule

It means the latest Schedule issued by Us as part of Your Coverage for Insured Vehicle(s). It provides details of Section(s), Part(s), Extension(s), Endorsement(s), Benefits, Additional Benefits of the Coverage 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/Indemnify under different Section(s),Parts(s),Benefit(s), Additional Benefit(s) and Extension(s) of the Coverage.

6. **IDV (Insured Declared Value)**

It will be as per the definition and description given under and mentioned in the schedule of Standalone Motor Own Damage Policy For Private Car.

7. **We/Our/Us**

*It means **IFFCO-Tokio General Insurance Company Ltd**, also known as **ITGI**.*

8. **You/Your/Yours**

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

9. **Insured Person(s)**

It means anyone on your behalf including your family, employees, directors and partners travelling in the Insured Vehicle with Your consent as per seating capacity of the Vehicle as recorded in the Registration Certificate.

10. **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.

11. **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.

12. **Damage/Damaged**

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

13. **Accident/ Accidental**

It means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

14. **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.

15. **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.

16. Excess

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.

17. Family

It means your spouse, children, parents and other relatives normally living with You.

18. Geographical Limits

It means within Indian Territory, unless otherwise specified.

19. Coverage Period/Period of Coverage

It means the period commencing from the effective date and hour as shown in the Schedule and terminating on the expiry date as shown in the Schedule for this Coverage. This period shall be the same as the Own Damage section of the Standalone Motor Own Damage Policy For Private Car.

20. Currency of the Coverage

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

21. Luggage

It means belongings excluding any contraband, livestock, hazardous and perishable goods up to a limit of 20 kg per Insured Person.

22. Accessories

It means parts of Insured Vehicle(s) which are not directly related to direct functioning of the vehicle in its drive. This includes in-vehicle entertainment, such as radios, and communication equipment which form part of Insured Vehicle(s), as well as portable phones while they are connected to a power source in Insured Vehicle(s), and also non electrical/ electrical items such as seat cover, mats and/or other likewise furnishings.

23. Event

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

24. Claim/Benefit

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

25. 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 Standalone Motor Own Damage Policy For Private Car exceed 75% of IDV (Insured Declared Value) of the vehicle as defined/described in the Standard form for Standalone Motor Own Damage Policy For Private Car.

26. 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.

27. Driver

(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 or Rule 3 of the Central Motor Vehicle rules 1989 or as amended thereon.

28. Terrorism

It means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme. For the purpose of the aforesaid definition, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

29. Standalone Motor Own Damage Policy For Private Car

It means the Policy which covers loss of or damage to the Insured Vehicle for one year to which this coverage is an add-on.

30. 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 Standalone Motor Own Damage Policy For Private Car.

31. 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 located.

32. Repair Shop or Garage

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

33. Reasonable and Customary charges

It means a charge for repair/replacement of the vehicle and/or its parts or medical treatment of the Insured Person(s), which is/are considered Reasonable and Customary to the extent that it does not exceed general level of charges being made by others of similar standing in the city where the charge is incurred for comparable faults, problems, services or supplies to vehicle(s) of same model, make, and capacity; For medical expenses, it means the charges for services or supplies, which are 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 nature of the illness/ injury involved.

34. Medical Expenses

For the purpose of this coverage, it 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.

35. Hospital/Nursing Home

It 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) and the said act Or complies with all minimum criteria as under:

- i. has qualified nursing staff under its employment round the clock;*
- ii. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;*
- iii. has qualified medical practitioner(s) in charge round the clock;*
- iv. has a fully equipped operation theatre of its own where surgical procedures are carried out;*

maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

36. Medical Practitioner

It 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 set up 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.

37. Qualified Nurse

Qualified nurse means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

38. Temporary Total Disablement

It means the bodily injury which as its direct consequence will prevent the insured person(s) from engaging in all types of occupation or any employment whatsoever for a period not exceeding 52 (Fifty Two) weeks since the date of injury to the time, the insured person is fit enough to resume duty or engage in any kind of occupation as certified by Registered Medical Practitioner(s).

39. Personal Effects

It means articles excluding money, jewellery and valuables which are normally worn, used or carried about by insured person(s) in everyday life.

SECTION B:

“SCOPE OF COVERAGE”

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>In the event of damage caused by Insured peril(s) listed hereunder and subject to its not being otherwise excluded, We will provide You the Benefits or Indemnification as per the terms, conditions of the Coverage against such damage to the Insured Vehicle(s).</p> <p><u>Insured Perils:-</u></p> <ol style="list-style-type: none"> 1. Fire, Explosion 2. Lightning or Self Ignition 3. Burglary, Housebreaking & / or Theft 4. Riot and Strike 5. Earthquake (fire and shock damage) 6. Flood, Typhoon, Hurricane, Storm, Tempest, Inundation, Cyclone, Hailstorm, frost. 7. Accidental external means 8. Malicious Act. 9. Terrorist Activity. 10. Whilst in transit by Road, Rail, Inland Waterway, Lift, Elevator or Air. 11. Landslide, Rockslide | <p>We will not be liable for:-</p> <ol style="list-style-type: none"> 1. Any Accidental Damage outside the Geographical Area. 2. Any Excess stated in the Schedule 3. Damage to tyres and tubes except being stolen unless the vehicle is damaged at the same time. 4. Any Damage to the Insured Vehicle whilst the Driver driving the vehicle with Your knowledge and consent is under the influence of intoxicating liquor or drugs. 5. Any Claim arising out of any contractual liability; 6. Any Claim unless there is a liability to us for the same event in Standalone Motor Own Damage Policy For Private Car issued by Us to You except that we have specifically agreed to do away with this exclusion for a particular benefit or indemnity or the coverage as a whole. 7. Any accidental damage to Insured Vehicle(s) whilst Insured Vehicle is. <ol style="list-style-type: none"> a) Being used for an “unlawful purpose” and/or being used otherwise than in accordance with the ‘Limitations as to Use’ by You and/or Insured Person. b) Being driven by or is for the purpose of being driven by him/her in the charge of any person other than the Driver as stated in the driver’s clause of the schedule of Standalone Motor Own Damage Policy For Private Car. 8. <u>War risk:-</u> Damage to Insured Vehicle as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion or loot or pillage in connection therewith. 9. <u>Confiscation:-</u> Any Damage to Insured Vehicle due to confiscation, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted authority. |

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| | <p>10. <u>Nuclear Risk:-</u> Any Damage to Insured Vehicle, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to by or arising from:</p> <p>c) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.</p> <p>d) the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component.</p> <p>11. <u>Wear and tear:-</u> Damage caused by Wear and Tear, depreciation and/or gradual deterioration.</p> <p>12. <u>Mechanical/ Electrical Breakdowns, failure or breakages.</u></p> <p>13. 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 term & conditions of Standalone Motor Own Damage Policy For Private Car, unless otherwise covered in the Section C “Benefit”.</p> <p>14. <u>Consequential loss:-</u> Consequential loss of any kind or description including any reduction of Market Value beyond the cost of repair or replacement</p> <p>15. <u>Existing Damage:-</u> Any damage, injury, accident, disease or illness occurring before the cover commences under the Coverage.</p> <p>16. <u>Matching of Items:-</u> The cost of repair or replacement of any undamaged 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 clearly identifiable area or to a specific part and replacement can not be matched</p> |
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SPECIAL CONDITION(S) UNDER SECTION B “SCOPE OF COVERAGE”

1. The Scope of Coverage is subject to the same level of deduction for the depreciation at the rates mentioned below in respect of parts replaced as per Standalone Motor Own Damage Policy For Private Car:

- a) For all rubber/nylon/plastic parts, tyres and tubes, batteries and airbags - 50%
- b) For all fiber glass components - 30%
- c) For all parts made of glass - Nil
- d) Rate of Depreciation for all other parts including wooden parts will be as per the following schedule.

| AGE OF THE 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% |

e) Rate of depreciation for Painting: In the case of painting, the depreciation rate of 50% (Fifty Percent) shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% (Twenty Five Percent) of total painting charges for the purpose of applying the depreciation.

2. It is hereby provided, agreed and understood that the Scope of Coverage under this Coverage is valid and applicable for all the additional benefits, extensions, endorsements, condition(s), provision(s) of Standalone Motor Own Damage Policy For Private Car issued by Us for the Insured Vehicle such as Extension of Geographical Area, Coverage for Accessories, CNG/LPG kits with Bi-fuel system, Reliability Trials, Limited Coverage of Fire and/or Theft etc. for which additional premium have been paid to Us or the necessary discount in the premium has been given and such endorsement(s) are mentioned on the schedule of Standalone Motor Own Damage Policy For Private Car; unless We have specifically agreed to exclude, alter, modify any provision(s) under relevant parts of Section 'C' Benefits.

SECTION C:**“BENEFITS”****NEW VEHICLE REPLACEMENT FOR STAND-ALONE MOTOR OD PRIVATE CAR**

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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” provided that You have paid the additional premium and subject to the following:-

- 1) If the Insured Vehicle becomes a Total Loss within the prescribed age of the vehicle as stipulated by Us in the schedule, We will pay for the actual amount difference between the IDV (Insured Declared Value) of the Insured Vehicle and the current Ex-showroom price of New Vehicle of same make, model, features, specification.
- 2) The Insured Vehicle is available for sale as New Vehicle in India and is not out of production, otherwise We will settle the claim as per Condition No. (3)(a) i. e. Total Loss claim settlement of Standalone Motor Own Damage Policy For Private Car.
- 3) If the insured vehicle goes out of production after commencement of insurance; then We will pay for the difference between last available Ex-Showroom Price of the Insured Vehicle and IDV (Insured Declared Value).
- 4) The last available Ex-Showroom price for the Replacement Vehicle cannot be considered for a date after the settlement of Total Loss Claim for Insured Vehicle under Standalone Motor Own Damage Policy For Private Car.
- 5) **Insurance Cost:** - We will also pay for insurance cost of contracting a new Insurance Policy 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 Insurance Policy of Insured Vehicle for the period of insurance from the inception till the date of accident on which the Insured Vehicle has become subject to the Total Loss.
- 6) **Registration Cost:** - We will also pay for the On-Road cost i.e. including Registration and Road Tax cost for the New Replacement vehicle on the same terms including make, model as that of the Insured Vehicle after accounting for any refund obtained from Registration authority for the Insured Vehicle.

What is not Covered

We will not be liable for:

- a) More than actual Amount of difference between Ex-Showroom price of New Vehicle of same make, model, specification as that of Insured Vehicle and the IDV (Insured Declared Value) for Your Insured Vehicle meaning thereby that We are not liable for the difference between the lower IDV (Insured Declared Value) than the prescribed IDV (Insured Declared Value) under Your Standalone Motor Own Damage Policy For Private Car for Your vehicle and New Replacement cost of the Vehicle.
- b) Any Claim for Insurance cost unless the New Replaced Vehicle is insured with Us.

- c) 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.

