



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

On-Road Protector Coverage for Bundled Cover for private cars

UIN: IRDAN106RP0010V01201819/A0062V01201819

This Coverage as add-on of Bundled cover with one year term for own damage and three years motor third party insurance policy for private cars 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 for the Coverage during the Coverage Period and according We will “indemnify” you or provide “benefits” to You/insured person(s) in respect of events occurring during the Period of Coverage 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 the Coverage as an add-on of Bundled cover with one year term for own damage and three years motor third party insurance policy for private cars and the term Coverage whenever used 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.

Your Coverage of ‘On Road Protector’ 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 mean 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 ‘On Road Protector’. It provides details of Section(s), Extension(s) and Endorsement(s) of Your

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 under Place of Residence/Work and Mobility benefits.

6. **We/Our/Us**

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 you, your family, your partners, director or your employees permanently working with you or any one on your behalf with your consent travelling in the Insured Vehicle as per seating capacity of the vehicle as recorded in the registration Certificate.

9. **What is Covered**

It means the damages/perils/contingencies/benefits 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/benefits 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 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.

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 or of the whole vehicle, having regard to the age of the vehicle and the distance it has travelled

15. **Excess**

It means the first part of any claim for which You are responsible. Any Sum Insured/Limit will apply after the Excess has been deducted.

16. Family

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

17. Geographical Limits

For the purpose of location of insured vehicle, it means any area within Indian territory i.e. at home, on roadside, on the highway, in a parking lot etc. as long as your insured vehicle is not already at a workshop; unless otherwise specified. However for all other purposes, it means Indian Territory.

18. 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 Bundled cover with one year term for own damage and three years motor third party insurance policy for private cars.

19. Currency of the Coverage

It means (for consideration of any claim) currency of that Section or part of Section, endorsement(s) of this Coverage to which the claim relates.

20. Luggage

It means belongings excluding any contraband, livestock, hazardous and perishable goods upto a limits of 20 kg per insured person.

21. Accessories

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

22. Event

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

23. Claim/Benefit

It means our liability to You by way of Service/Assistance or Indemnification arising out of Event(s) covered under the scope of the Coverage.

24. Motor Vehicle

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

25. Driver

(a) It means any person including You 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 You who 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.

26. 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 Coverage 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.

27. Limitation as to use

It means use of the Motor Vehicle by you or any one on your behalf for social, domestic, pleasure purpose and also for professional purpose but excluding use for hire or reward, racing, pace making, reliability trial, speed testing, use for any purpose in connection with Motor Trade as per Indian Motor Tariff 2002, carriage of goods other than sample and operation of vehicle outside the official roads i.e bitumen roads.

28. 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.

29. Covered Cities

It means the cities where ITGI Road Side Assistance is available for "Place of Residence/Work Benefits".

30. 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.

31. Emergency Event

It means:-

- a) *Fire/Explosion/ Structural failure of or at Insured person's home or office that renders premises uninhabitable, and/or*
- b) *Death in the family of Insured person(s).*

32. Immobilisation

It means that insured vehicle is not able to run or be driven on its engine power on self propelled basis.

33. Reasonable and Customary charges

It means a charge for repair/replacement which is 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

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:

- a) *has qualified nursing staff under its employment round the clock;*
- b) *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;*
- c) *has qualified medical practitioner(s) in charge round the clock;*
- d) *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.

intervention, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted authority.

9. **Nuclear Risk:-**

Any damage to or immobilisation of insured vehicle, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to by or arising from:

- i. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. The radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component.

10. **Wear and tear:-**

Any damage to or Immobilisation of the vehicle due to insured perils caused by normal wear and tear, depreciation and/or gradual deterioration.

11. **Consequential loss:-**

Consequential loss of any kind or description including any reduction of Market Value beyond the cost of repair or replacement

12. **Existing Damage:-**

Any damage, breakdown, fault, accident, disease or illness occurring before the risk incepts under the Coverage.

13. Any damage/ breakdown/ immobilisation resulting from the use of insured vehicle against the recommendation of the owner's manual.

14. Any damage, breakdown or immobilisation leading to requirement of Roadside Assistance arising out of vehicles kept in a non-road worthy condition or not serviced in accordance with manufacturer's recommendations.

15. **Riot, strike and Malicious Damage, Terrorism:-**

Any accidental loss or damage, breakdown leading to immobilisation of the vehicle caused by or arising out of

- i. The act of any person taking part together with others in any

disturbance in public peace (whether in connection with Strike or Lock Out or not) or the action of any Lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbances

- ii. The willful act of any striker or locked out worker done in furtherance of a strike or any resistance to Lock out or the action of any Lawfully constituted authority in preventing or attempting to prevent any such act in minimizing the consequences of any such act.
- iii. Malicious Damage and act of terrorism.

16. Act of God peril(s):-

Any damage to or immobilisation of the insured vehicle due to Flood, Typhoon, Hurricane, Storm, Tempest, Inundation Cyclone, and Hailstorm, Frost, Volcanic Eruption, Earthquake (fire & shock damage) or other convulsion of nature including landslide and rockslide is involved.

17. Any damage to or Immobilisation of insured vehicle whilst in transit by road, rail, Inland-water way, lift elevator or air and whilst in the transit by road, the insured vehicle is not running on its own self propelled engine.

18. Any damage to or breakdown of vehicle due to insured peril (A) & (B) resulting into -

- a) faulty fuel gauge
- b) Non-functioning of i) speedometer, ii) Air-conditioning, iii) front and/or rear glass demisters, iv) Horn unless continuous blowing of horn,
- c) Non-opening of all passenger doors.
- d) Damage of door mirrors/rear view mirror without obstruction of driver's vision.
- e) Damage or fault of fuel cap without the vehicle being out-of fuel.
- f) Non-opening/ non closure of sun roof, windows unless exposure of insured vehicle to inclement

weather and/or any security risk is there.

- g) Faulty seat adjuster unless driving the vehicle is unsafe; fault in passenger seat belt(s).
- h) Fault in security system leading to immobilisation of the vehicle or blowing of sound continuously.
- i) Stickiness of transmission in sports/winter mode.
- j) Illumination of ABS lights, Airbag warning light/ Traction control lights/ other non safety related lights/ illumination of service warnings.
- k) Vehicle running out of windscreen wiper fluid.
- l) Fault of windscreen wiper.

SECTION C:-

“BENEFITS”

In the event of damage to or immobilisation of the vehicle by insured peril(s) of Section 'B' subject to its otherwise being not excluded under "What is not covered", We will provide you/insured person(s) the "Benefits/Indemnification" as described below:-

PART A) PLACE OF RESIDENCE/WORK BENEFITS

These benefits(s) are applicable while the insured vehicle(s) is/are within 100(One Hundred) kms of your usual place of residence/work within the Geographical limits.

1. **In-situ Roadside Assistance at home or on Road:-** In the event of immobilisation of your insured vehicle(s) due to insured peril A) External peril, B) Internal perils, C) Pilot perils and in our opinion the vehicle can be repaired; we will proceed with the repair of the vehicle by arranging to send a technician at the site of incident and help in mobilising the vehicle.

What is not covered

We will not be liable for:-

- a) Cost of supply of parts or replacements elements or consumables for which you have to pay.
 - b) Road side Assistance if the vehicle can be transferred on its own power on self propelled basis to nearest garage/repair shop.
2. **Towing and/or Removal, Storage of the covered vehicle:-** In the event of immobilisation of the insured vehicle following damage to the vehicle by insured peril(s) A) & B) under Section 'B'; We will arrange for sending the recovery vehicle for towing or to recover the insured vehicle to the nearest repair shop or garage. Further in the event of repair shop/Garage being closed due to holidays or night hours; then we will provide custody and storage of the insured vehicle at our own storage area or area arranged by us.

What is not covered

We will not be liable for:-

- a) Any third party arrangement of storage/towing/recovery by you or on your behalf unless specifically agreed by us.
3. **Transportation Benefits:-** In the event of recovery of your insured vehicle to a Repair shop or garage as per benefit A) 2) under this Section, we will provide insured person(s) travelling within the insured vehicle with a taxi service upto 50 (fifty) kms from the location of immobilisation of the vehicle.

What is not covered

We will not be liable for:-

- a) Any taxi service arranged by any of Insured person or indemnification of equivalent amount for such transportation arrangement unless specifically approved by us.
 - b) Arrangement of more than one taxi service and also for more than one destination notwithstanding the no. of insured person being more than one.
 - c) Any longer route undertaken by insured person(s) whilst using taxi service in which case you will bear extra expenses to cover such difference in distance.
4. **Location and delivery of spare parts:-** In the event of immobilisation of the vehicle due to insured peril A) & B) of Section 'B' and repair of the insured vehicle taking place, we will locate and deliver the spare parts when it is not possible for the local repairer to obtain them in the city of repair within 48 (forty eight) hours provided that the parts are available within Geographical limits.

What is not covered

We will not be liable for:-

- a) Cost of parts alongwith duties which will be borne by you.
5. **Fuel Benefits:-** In the event of immobilisation of Insured vehicle due to having run out of fuel or incorrect or contaminated fuel; we will deliver or replace or change the fuel as the case may be upto 5 lts (five litres).

What is not covered

We will not be liable for:-

- a) Fuel benefits if the insured vehicle is at your place of residence, place of work.
 - b) Provision of fuel benefits if the location of immobilised vehicle is within 1(one) km. vicinity of any fuel station unless the fuel station can not be accessed due to Act of God perils, Riot, Strike, Terrorism or the closure of fuel station.
 - c) More than 2(two) times of fuel benefits.
6. **Battery Service:-** In the event of insured vehicle not getting started due to insured peril C) 1) of Section 'B', we will provide you Road Side Assistance by getting the vehicle started.

What is not covered

We will not be liable for:-

- a) Replacement of battery or any repair cost by third party related to battery.
7. **Keys Services:-** In the event of insured vehicle not being accessed or operated due to insured peril no C) 2) of Section 'B'; then we will locate the another set of keys and

deliver you or your representative at the place where the insured vehicle is stationed provided that such keys are handed over by your family, personal representative to our Roadside Assistance Service Representative.

8. **Tyre Replacement:-** In the event of insured vehicle being damaged or immobilised due to operation of insured peril C) 3) of Section 'B', we will provide you Assistance for replacement of tyre with the spare tyre carried in the insured vehicle.

What is not covered

We will not liable for:-

- a) Any supply of parts or materials.
- b) Any cost of repair of replaced tyre at any third party garage or repair shop.

9. **Deposit/Custody of Repaired/Recovered Vehicle:-** If the repair of the insured vehicle requires a time of immobilisation longer then 72 (Seventy Two) hours due to insured peril(s) A) & B) of Section B, or in case of operation of theft perils as per Insured Peril A) 4), the vehicle was recovered after your/driver having left the place of incident, we will provide custody and storage service of insured repaired or recovered vehicle or bear the cost of deposit and custody of the insured vehicle upto a maximum of Rs. 5000/- (Five Thousand) only, provided that it is not possible to deliver the vehicle to you/your representative within reasonable time.

What is not covered

We will not be liable for:-

- a) Any rental charge made by garage/repair shop where the insured vehicle is repaired.
- b) Any damage to the vehicle during the period of our custody.

PART B) MOBILITY BENEFITS

In the event of immobilisation of the insured vehicle due to insured peril(s) A) & B) of Section 'B' taking place at a distance of 100 (One Hundred) kms or more from your place of residence/work; then you/insured person(s) will be provided one of the following mobility benefits provided that repair of the vehicle is taking more than 12 hours except for theft, burglary cases of entire vehicle;

1. **Accommodation Expenses:-** We will provide the Hotel Accommodation for a maximum of three nights subject to a cost of limit of Rs. 2000 per person per night but not exceeding Rs. 24000/- (Twenty Four Thousand) in all for any one event.

What is not covered

We will not be liable for:-

- a) Any taxes, levy in excess of limit described above.
- b) Any accommodation expenses for a period exceeding repair time of the vehicle.
- c) Any accommodation for more than no. of passenger entitled to travel in the vehicle as per R. C. Book and also more than the actual number of insured person(s) at the time of incident.

2. **Onward Travel:-** At your option, we will organize the transportation for you/insured person's travel to original planned destination subject to a limit of Rs. 6000 (Six Thousand) per person upto a maximum of Rs. 24000 (Twenty four thousand) in all for anyone event.

What is not covered

We will not be liable for:-

- a) Any expenses in excess of Reasonable and Customary charges for similar travel.
 - b) Any travel expenses for more than no. of passenger entitled to travel as per R. C. Book and also more than actual number of Insured Person(s) at the time of incident.
 - c) In absence of proof relating to preplanned onward destination.
3. **Return Travel:-** At your option to return home, we will organize for transportation of your/insured person's travel to the place of residence subject to a limit of Rs. 6000 per person upto a maximum of Rs. 24000 (Twenty four thousand) in all for any one event.
4. **Emergency Travel:-** We will provide the cost of emergency travel of insured person(s) to the place of residence/work in case of emergency event taking place at your residence or place of work and insured person(s) are unable to use the insured vehicle due to immobilisation of the vehicle as a result of Insured peril A) & B) of Section 'B'.

What is not covered

We will not be liable for:-

- a) Any expenses in excess of Reasonable and Customary charges for similar travel.
 - b) Travel expenses for more than no. of passengers as per Registration Certificate of insured vehicle and also for more than actual Insured Person(s).
5. **Transport, Redelivery or Repatriation of Repaired Vehicle:-** In the event of repair taking in excess of 72 (Seventy two) hours, after immobilisation of vehicle due to insured peril A) & B) of Section 'B' and in case of theft perils as per Insured peril A) 4); the vehicle is recovered after you or driver has left the place of incident; We will repatriate the recovered or repaired vehicle to your place of residence/work subject to a maximum of Rs. 10000/- (Rupees Ten thousand only). Further if you decide to drive the recovered or repaired vehicle yourself; we will provide the travel expenses of you or your representative subject to a maximum of Rs. 10000/- (Ten Thousand) only. This benefit is applicable for travelling to Garage/Place of Recovery from Place of Residence/Work or any other place provided it does not exceed the distance between Place of Residence/Work and Garage/Place of Recovery.

What is not covered

We will not be liable for:-

- a) If you or your personal representative is already at garage for delivery of vehicle or at place of recovery in case of theft.
- b) If the vehicle is recovered by Police Authorities and transferred to Police Station.

SPECIAL PROVISIONS APPLICABLE TO PART B (MOBILITY BENEFITS)

It is provided and understood that under "Mobility Benefits":

- a) In case of immobilisation of vehicle due to insured peril no A) 4.), of theft, attempted theft due to force, robbery, dacoity and FIR having been filed with Police towards theft of entire vehicle; you/insured person can avail the benefit of 1) Accommodation cases for a maximum of one night subject to a limit of Rs. 2000 per person per night subject to a maximum of Rs. 8000 (Eight Thousand) for all insured person(s) and also the mobility benefits of return travels as per 3) of mobility benefits.

- b) In case of immobilisation of vehicle due to any other peril(s) except as mentioned in the special provision a) above, the mobility benefits of either 1), 2) or 3) can be availed of.
- c) In case of immobilisation, all the insured person(s) will avail same benefits i.e. 1) or 2) or 3) as decided by you rather having different Mobility benefits for different persons.

SPECIAL PROVISIONS APPLICABLE TO PART A (PLACE OF RESIDENCE/WORK BENEFITS) & PART B (MOBILITY BENEFITS)

- a) It is provided that if the insured person moves from usual place of residence to another covered city and the vehicle is damaged, immobilised and/or requires Roadside Assistance as per Coverage; there we will provide both Place of residence benefits and Mobility benefits.
- b) If it is provided that if the insured person moves from place of residence to any city other than covered city; then he/she is entitled to only mobility benefits.

PART C) MEDICAL COORDINATION

In the event of injury to insured persons, we may provide for a conference call to the nearest Medical provider. The cost of the Medical Service will be borne by you.

PART D) URGENT MESSAGE RELAY

We will provide an urgent message relay service to you/Insured person(s) to help in keeping touch with your family, friend and/or work colleagues in the event of immobilisation of the insured vehicle due to insured peril no A) & B)

PART E) COMPENSATION REIMBURSEMENT

If you or anyone on your behalf with your consent calls for our Road Side Assistance Service in the event of immobilisation of insured vehicle due to insured peril A) or B) and We are not able to provide the service out of our network service, then we will provide a compensation reimbursement to you/insured person up to limits as mentioned in the Mobility benefits and upto a sum of Rs. 6000 (Six thousand) for Part A) 2) of Towing, Storage, Removal of the Covered Vehicle.

What is not covered

We will not be liable for:-

- a) More than twice in a Coverage Period.
- b) Compensation without prior Authorisation by us and all supporting documents.

SPECIAL CONDITION

- a) The benefits mentioned in the section C of this Coverage is called Roadside Assistance and any requirement by you under this will be dealt by ITGI Roadside Assistance.
- b) The benefits mentioned in this part will be available for a maximum of 4 (four) times in Coverage Period except for A) 5) fuel benefits and E) Compensation Reimbursement which will be twice in the Coverage Period.
- c) The benefits under this part are available only if there is a Bundled cover with one year term for own damage and three years motor third party insurance policy for private cars in the name of same insured as that of this Coverage and also for the same vehicle and the Bundled cover with one year term for own damage and three years motor third party insurance policy for private cars is valid at the time of incident for which the benefits under this Coverage arise.

SECTION D. EXTENSION (COVERAGE OF MEDICAL EXPENSES)

ENDORSEMENT

MEDICAL EXPENSES

It is understood and provided that on payment of extra premium as demanded by us and paid by you, we will cover the Medical Expenses upto the limit shown in the schedule of this Coverage for each insured person(s) who is injured as a result of operation of insured peril A) External perils(s) and Act of God perils i.e. Flood, Typhoon, Hurricane, Strom, Tempest, Inundation, Cyclone, Hailstorm, Frost, Volcanic Eruption, Earthquake (Fire & Shock Damage) or other convulsion or nature including landslide and Rockslide involving the insured vehicle.

It is understood that the limit for all persons occupying the vehicle will be twice the limit for any one person.

What is not covered

We will not be liable for:-

- a) Medical expenses whilst the Driver driving the insured vehicle is under the influence of intoxicating liquor or drugs.
- b) Medical Expenses for more than number of passenger legally entitled to travel in the Insured Vehicle and also more than actual number of insured person(s).
- c) Any claim unless there is liability under own damage section of Bundled cover with one year term for own damage and three years motor third party insurance policy for private cars by same peril(s) as that of in this extension except for operation of insured peril(s) of Theft, Robbery, Burglary where the occupant(s) of the vehicle get(s) injury whilst attempting to resist the act of robbery, Dacoity, burglary and in such an event a written complaint with the Police must be filed and the copy of report obtained
- d) Any cost of Medicine, Vitamins, tests not supported by Doctor's prescription.
- e) Medical Expenses unless the treatment to injury is not started being obtained within 24(twenty four) hours of act or attempted act of Burglary, Robbery, Dacoity upon the insured vehicle.
- f) Medical expenses of injured person(s) beyond 30(thirty) days of the date of injury for normal treatment and beyond 60 (sixty) days if the insured person(s) is/are hospitalized as an In-patient for more than 7 (seven) days in the Hospital following injury.

This extension is otherwise subject to terms, conditions, exclusions, provisions of this Coverage except for deletion of Exclusion no. 16 under Section 'B' "Scope of Coverage".

SPECIAL PROVISION FOR SECTION D:

1. It is provided under this extension that this benefit will be subject to our right of recovering the payable Amount under any other Policy as per General condition No. 6) and 9).

SECTION E:-

"GENERAL CONDITIONS"
(Applicable for "On Road Protector Coverage")

1. **Reasonable Precaution and Care of Motor Vehicle:-**

- a) You shall take all reasonable precautions for safety and soundness of insured vehicle and to prevent damage in order to minimise claims or intervention for Roadside 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.
- c) In the event of any immobilisation of the vehicle or requirement of any Roadside Assistance, the vehicle shall not be left unattended without proper precautions being undertaken to prevent further damage and if the vehicle be driven before the necessary repairs are effected, we will not be able to provide Roadside Assistance Benefits in the event of immobilisation due to any extension of the damage.
- d) You shall stay with the vehicle after immobilisation of the vehicle and once you have called ITGI Roadside Assistance. If the Insured Vehicle is unattended, then we will not be able to carry out the necessary work of repair or provide Assistance.

2. **Notice:-**

- (i) a) You will give every notice and communication in writing to Our any office or by phone service to ITGI Roadside Assistance call centre.
- b) In the event of immobilisation of the vehicle due to insured perils leading to requirement of Roadside Assistance by you/insured person(s); you may simply call ITGI Roadside Assistance on 1800-102-5499 (free of cost) or 0124-4285499 (Chargeable).
- c) You shall provide the following information whilst calling for ITGI Roadside 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 immobilised vehicle
 - vii. Description of the Problem
- (ii) In the event of any claim under Medical Extension Benefit, you will give every notice and communication in writing to our insuring office or customer service centre.

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 insuring 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 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 Roadside 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. In the case of any Roadside Assistance for both Place of Residence Benefits or Mobility Benefits, 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 immobilisation of vehicle in case you are seeking compensation reimbursement.

The Police must be informed of any theft, attempted theft, Robbery, Dacoity or any other criminal act. You shall also take practicable steps to apprehend the guilty person and recover the vehicle and/or its accessories lost.

You will not make your own vehicle assistance/recovery arrangements through a third party. In order to qualify for ITGI Roadside Assistance, you must contact or seek assistance only from ITGI Roadside Assistance.

If any person including Benefit Providers is claiming against you, your family or your employee, 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 or Roadside Assistance Benefit Control:-**

a) We are entitled to:

- i) enter any place under your control where immobilisation 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 can be abandoned to Us.
 - ii) receive all necessary information, proof, reason of immobilisation of the vehicle and assistance from You 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, defence 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.
- b) No admission, offer, payment or indemnity shall be made or given by you or on your behalf without our written consent.

7. **Onus of proof:-**

In the event of any claim or intervention for Roadside Assistance, You shall prove that the accidental loss, damage, breakdown or any requirement for Roadside Assistance 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 and in the default of such proof We shall not be liable to make any payment in respect of such claim.

8. **Fraud:-**

If a claim or Roadside Assistance Benefit Requirement 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, when 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.

10. **Cancellation:-**

This will follow the cancellation procedure of Bundled cover with one year term for own damage and three years motor third party insurance policy for private cars.

11. **Arbitration:-**

Should any dispute arise between Us and you on quantum of amount payable (liability being admitted by Us), such dispute will be referred to Arbitrator to be appointed in accordance with statutory provisions of the country in force at the time, Further, if/when and dispute is referable/referred to Arbitration, the making of an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by you against Us.

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.

12. No sum payable under this Coverage shall carry any interest/penalty.

13. All claims/benefit shall be settled in India Rupees.

14. **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.

15. **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 Coverage (whichever is earlier). During the said period, legal heir(s) of the such sole person insured to whom the custody and use of the Motor Vehicle passes may apply to have this Coverage transferred to the name(s) of the heir(s) or obtain a new insurance Coverage of "On Road Protector" 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 Policy/ coverage documents.

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 doors and windows shall be properly secured and 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.) A) 4 under “what is covered”.
3. The insured Vehicle including accessories:
 - a) maintained in a good and substantial state of repair.
 - b) used for private use as defined in “limitation as to use” in the schedule
4. All the coverages including those mentioned in the Benefits, Extension are subject to perils, the terms, conditions, definitions, warranties, exclusion(s) unless mentioned otherwise.