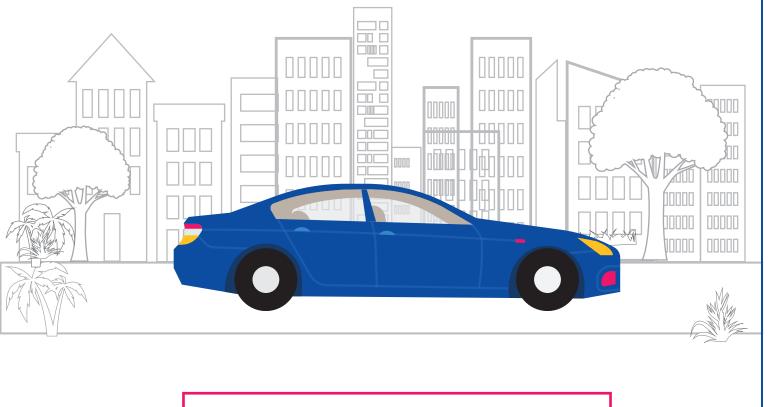
# **Edelweiss** | GENERAL INSURANCE

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# POLICY WORDING

#### EDELWEISS PRIVATE CAR STAND-ALONE OWN DAMAGE INSURANCE POLICY WORDING

Whereas the Insured by a proposal and declaration dated as stated in the Schedule, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to EDELWEISS GENERAL INSURANCE COMPANY LIMITED (hereinafter called the 'Company'/'insurer') for the insurance hereinafter contained and has paid the premium mentioned in the Schedule as consideration for such Insurance in respect of accidental loss or damage occurring during the Period of Insurance.

#### NOW THIS POLICY WITNESSETH:

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



1) The Company will indemnify the Insured against loss or damage to the vehicle Insured hereunder (also referred to, hereinafter, as 'Vehicle Insured'/ 'vehicle insured'/ 'Insured Vehicle') and/or its accessories whilst thereon:

(i) by fire, explosion self-ignition or lightning;

(ii) by burglary, housebreaking or theft;

(iii) by riot and strike;

(iv) by earthquake (fire and shock damage);

(v) by flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost;

(vi) by accidental external means;

(vii) by malicious act;

(viii) by terrorist activity;

(ix) whilst in transit by road, rail, inland – waterway, lift, elevator or air;

(x) by landslide or rockslide.

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

1. For all rubber/nylon/plastic parts, tyres and tubes, batteries and air bags - 50%

2. For fibre glass components - 30%

3. For all parts made of glass - Nil

4. Rate of depreciation for all other parts, including wooden parts, will be as per the following schedule:

Age Of Vehicle	% Of Depreciation
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 year but not exceeding 3 years	15%
Exceeding 3 year but not exceeding 4 years	25%
Exceeding 4 year but not exceeding 5 years	35%
Exceeding 5 year but not exceeding 10 years	40%
Exceeding 10 years	50%

5. Rate of depreciation for painting: In the case of painting, the depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of total painting charges for the purpose of applying the depreciation.

**2.** The Company shall not be liable to make any payment in respect of:

(a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages;

(b) damage to tyres and tubes unless the Vehicle Insured is damaged at the same time, in which case the liability of the Company shall be limited to 50% of the cost of replacement; and

(c) any accidental loss or damage suffered whilst the Insured or any person driving the Vehicle Insured, with the knowledge and consent of the Insured, is under the influence of intoxicating liquor or drugs.

3. In the event of the Vehicle Insured being disabled by reason of loss or damage covered under this Policy, the Company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the Insured, but not exceeding, in all, ₹1,500/- in respect of any one accident.

**4.** The Insured may authorize the repair of the Vehicle Insured, necessitated by damage sustained, for which the Company may be liable under this Policy, provided that:

(a) The estimated cost of such repair, including replacements, if any, does not exceed ₹500/-

(b) The Company is furnished, forthwith, with a detailed estimate of the cost of repairs;

and

(c) The Insured shall provide the Company with every assistance to see that such repair is necessary and the charges are reasonable.

#### SUM INSURED - INSURED'S DECLARED VALUE (IDV)

The Insured's Declared Value (IDV) of the Vehicle Insured will be deemed to be the 'SUM INSURED' for the purpose of this Policy, which is fixed at the commencement of each policy period for the Vehicle Insured.

The IDV of the Vehicle Insured (and accessories, if any, fitted to the Vehicle Insured) is fixed on the basis of the manufacturer's listed selling price for the brand and model of the vehicle insured at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation, as shown below, is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

### THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

Age Of Vehicle	% Of Depreciation For Fixing Idv
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 year but not exceeding 3 years	30%
Exceeding 3 year but not exceeding 4 years	40%
Exceeding 4 year but not exceeding 5 years	50%

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IDV of vehicles beyond 5 years of age and of obsolete models of vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the insurer and the insured.

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

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



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

The Company shall not be liable under this policy in respect of: **1.** All sums which the insured shall become legally liable to pay in repsect of death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act.

**2.** Any accidental loss or damage caused, sustained or incurred outside the Geographical Area indicated in the Schedule.

3. Any claim arising out of any contractual liability;

**4.** Any accidental loss or damage and/or liability caused, sustained or incurred whilst the vehicle insured herein is: (a) Being used otherwise than in accordance with the 'Limita-

tions as to Use' or

(b) being driven by or is for the purpose of being driven by

him/her in the charge of any person other than a Driver, as stated in the Driver's Clause.

**5.** A) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

B) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self sustaining process of nuclear fission;

**6.** Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material;

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**7.** Any accidental loss or damage and/or liability directly or indirectly or proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with war, invasion, acts of foreign enemies, hostilities or war-like operations (whether before or after declaration of war), civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences

and in the event of any claim hereunder, the insured shall prove that the accidental loss or damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof; and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.



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



#### CONDITIONS

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

1. Notice shall be given, in writing, to the Company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter, the Insured shall give all such information and assistance as the Company shall require. Every letter, claim, writ, summons and/or process or copy thereof shall be forwarded to the Company, immediately on receipt, by the insured. Notice shall also be given, in writing, to the Company immediately when the Insured shall have knowledge of any impending Prosecution, Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or criminal act, which may be the subject of a claim under this policy, the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender. Wherever details pertaining to any incident, which results in a claim, are conveyed by the insured to the insurer after a reasonable period, insured shall provide the reasons of such delay to the insurer and insurer may, on analysis of reasons provided by insured, condone the delay in intimation of claim or delay in providing the required information/documents to the insurer.

2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company, which shall be entitled, if it so desires, to take over and conduct, in the name of the Insured, the defense or settlement of any claim or to prosecute in the name of the Insured, for its own benefit, any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.

**3.** The Company may, at its own option, repair, reinstate, or replace the vehicle or part thereof and/or its accessories or may pay the amount of the loss or damage, and the liability of the Company shall not exceed:

(a) For total loss/constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (Including accessories thereon), as specified in the Schedule less the value of the wreck.

(b) For partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle, actual and reasonable costs of repair and/or replacement of parts lost/damaged, subject to depreciation as per limits specified.

**4.** The Insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full

access to examine the vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

5. The Company may cancel the policy by sending seven days' notice by recorded delivery to the insured at insured's last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation and in such event, will return to the insured 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 the insured on seven days' notice by recorded delivery to the insurer and provided no claim has arisen during the currency of the policy; the insured shall be entitled to a return of premium less premium at the Company's short period rates for the period the policy has been in force. Return of the premium by the Company will be subject to retention of the minimum premium of ₹100/- (or ₹25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/ mentally challenged persons). Where the ownership of the vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

Period, when the policy is Cancelled	% Of Annual Premium Rate
Not exceeding 1 month	80%
Exceeding 1 month but not	70%
exceeding 2 months	
Exceeding 2 months but not	60%
exceeding 3 months	
Exceeding 3 months but not	50%
exceeding 4 months	
Exceeding 4 months but not	40%
exceeding 5 months	
Exceeding 5 months but not	30%
exceeding 6 months	
Exceeding 6 months but not	20%
exceeding 7 months	
Exceeding 7 months but not	10%
exceeding 8 months	
Exceeding 8 months	0%

**6.** If at the time of occurrence of an event that gives rise to any claim under this Policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.

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7. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall, independent of all other questions, be referred to the decision of a sole arbitrator to be appointed, in writing, by the parties to the dispute, or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators, one to be appointed by each of the parties to the dispute/difference, and a third arbitrator to be appointed by such two arbitrators, who shall act as the presiding arbitrator; 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 hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy, that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer, have been made the subject matter of a suit in a Court of Law, then the claim shall, for all purposes, be deemed to have been abandoned and shall not, thereafter, be recoverable hereunder.

**8.** The due observance and fulfillment of the Terms, Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.



#### Endorsements (attached to and forming part of Policy)

#### IMT1. Extension of Geographical Area

In consideration of the payment of an additional premium of Rs.....(Refer Policy Schedule) it is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary the Geographical Area in this Policy shall from the .../... to the .../... (Refer Policy Schedule) (both days inclusive) be deemed to include......... (Refer Policy Schedule)

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured / injury to its occupants / third party liability in respect of the vehicle insured during sea voyage / air passage for the purpose of ferrying the vehicle insured to the extended geographical area.

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

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

engaged in the business or profession of ......(Refer Policy Schedule) who shall be deemed to be the insured and whose proposal and declaration dated ... /... /.....(Refer Policy Schedule) shall be deemed to be incorporated in and to be the basis of this contract.

Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this policy has been vested in any previous Insured shall accrue to the benefit of.......... (Refer Policy Schedule)

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

#### MT4. Change of Vehicle

It is hereby understood and agreed that as from \_\_\_\_\_\_ (Refer Policy Schedule) the vehicle bearing Registration Number \_\_\_\_\_\_(Refer Policy Schedule) is deemed to be deleted from the Schedule of the Policy and the vehicle with details specified hereunder is deemed to be included therein:

Regd. No.	Engine / Chassis No.	Make	Type of Body	C.C.	Year of Manufacture	Seating Capacity including Driver	IDV

#### IMT2. AGREED VALUE CLAUSE (APPLICABLE ONLY TO VINTAGE CARS)

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

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

#### IMT3. TRANSFER OF INTEREST

In consequence of this change, an extra / refund premium of Rs...... (Refer Policy Schedule) is charged/ allowed to the insured.

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

#### IMT5. HIRE PURCHASE AGREEMENT

It is hereby understood and agreed that..... [hereinafter referred to as the Owners (refer Policy Schedule)] are the Owners of the vehicle insured and that the vehicle insured is subject of an Hire Purchase Agreement made between the Owners on the one part and the insured on the other part and it is further understood and agreed that the Owners are interested in any monies which but for this Endorsement would be, payable to the insured under this Policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and/or replacement of parts and such monies shall be paid to the Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this Policy, the insured named in the Policy will continue to be deemed as the owner- driver subject to compliance of provisions of the Policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

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

#### IMT6. LEASE AGREEMENT

It is hereby understood and agreed that...... [hereinafter referred to as the Lessors (refer Policy Schedule)] are the Owners of the vehicle insured and that the vehicle insured is the subject of a Lease Agreement made between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the insured under this Policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and/or replacement of parts and such monies shall be paid to the Lessors as long as they are the owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this Policy is issued to the insured namely..... (refer Policy Schedule) as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors, of his rights benefits and claims under this Policy and further nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this Policy, the insured named in the Policy will continue to be deemed as the owner- driver subject to compliance of provisions of the Policy relating to this cover.

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Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

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

#### IMT7. VEHICLE SUBJECT TO HYPOTHECATION AGREEMENT

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this Policy, the insured named in the Policy will continue to be deemed as the owner- driver subject to compliance of provisions of the Policy relating to this cover.

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the insured or the insurer respectively under or in connection with this Policy or any term, provision or condition thereof.

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

#### IMT8. DISCOUNT FOR MEMBERSHIP OF RECOGNISED AUTOMOBILE ASSOCIATIONS (PRIVATE CARS AND MOTO-RISED TWO WHEELERS ONLY)

It is hereby understood and agreed that in consideration of insured's membership of ......\*\* (Refer Policy Schedule) a discount in premium of Rs. .....\* (Refer Policy Schedule) is allowed to the insured hereunder from ..../..... (Refer Policy Schedule)

It is further understood and agreed that if the insured ceases to be a member of the above mentioned association during the currency of this Policy the insured shall immediately notify the insurer accordingly and refund to the insurer a proportionate amount of the discount allowed on this account for the unexpired period of the cover.

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

\* For full policy period, the full tariff discount to be inserted. For mid-term membership, prorata proportion of the tariff discount for the unexpired policy period is to be inserted.

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

### IMT9. DISCOUNT FOR VINTAGE CARS (Applicable to Private Cars only)

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

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

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

#### IMT10. INSTALLATION OF ANTI-THEFT DEVICE (Not applicable to Motor Trade Policies)

In consideration of certification by ......\* (Refer Policy Schedule) that an Anti-Theft device approved by Automobile Research Association of India (ARAI), Pune has been installed in the vehicle insured herein a premium discount of Rs.....\*\* (Refer Policy Schedule) is hereby allowed to the insured.

It is hereby understood and agreed that the insured shall ensure at all times that this Anti-theft device installed in the vehicle insured is maintained in efficient condition till the expiry of this policy.

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

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

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

#### IMT. 11.A. VEHICLES LAID UP (Lay up period declared)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that from .../ .... to.../ ..... (Refer Policy Schedule) the vehicle insured is laid up

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in garage and not in use and during this period all liability of the insurer under this policy in respect of the vehicle insured is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IG-NITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS, in consideration whereof

a) # the insurer will deduct from the next renewal premium the sum of Rs......\*(Refer Policy Schedule) and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.

b) # the period of insurance by this policy is extended to..../..../..... (Refer Policy Schedule) in view of the payment of an additional premium of Rs ......\*\* (Refer Policy Schedule)

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

NB.1. # (a) or (b) not applicable as per option exercised by the insured.

NB.2. \* The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay up periods is to be inserted.

NB.3 \*\* The proportionate premium required for Fire and / or Theft cover for the vehicle for the laid - up period is to be inserted .

NB.4. In case of Liability Only Policies the words in CAPITALS are not applicable.

NB.5. In case of policies covering Liability Only and

(a) Fire risks, the words "BURGLARY HOUSEBREAKING OR THEFT" are not applicable;

(b) Theft risks, the words "FIRE EXPLOSION SELF IGNITION OR LIGHTNING" are not applicable.

(c) Fire and Theft risks no part of the words in capitals are to be deleted.

### IMT. 11. B. VEHICLES LAID UP (Lay up period not declared)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that as from ..... / ..... (Refer Policy Schedule) the vehicle no. ......(Refer Policy Schedule) insured hereunder is laid up in garage and not in use and liability of the insurer under this policy in respect of the said vehicle is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS.

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

NB.1. In case of Liability Only Policies the words in CAPITALS are not applicable.

NB.2. In case of policies covering Liability Only and

(a) Fire risks, the words "BURGLARY HOUSEBREAKING OR THEFT" are not applicable;

(b) Theft risks, the words "FIRE EXPLOSION SELF IGNITION OR LIGHTNING" are not applicable;

(c) Fire and Theft risks no part of the words in capitals are to be deleted.

### IMT. 11(C). TERMINATION OF THE UNDECLARED PERIOD OF VEHICLE LAID UP.

a) # The insurer will deduct from the next renewal premium the sum of Rs......\*(Refer Policy Schedule) and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.

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

NB.1. # (a) or (b) not applicable as per option exercised by the insured.

NB.2. \* The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay up periods is to be inserted.

NB.3 \*\* The proportionate premium required for Fire and / or Theft cover for the vehicle for the laid - up period is to be inserted .

### IMT12. DISCOUNT FOR SPECIALLY DESIGNED/MODIFIED VEHICLES FOR THE BLIND, HANDICAPPED AND MENTALLY

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#### CHALLENGED PERSONS.

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the vehicle insured being specially designed /modified for use of blind, handicapped and mentally challenged persons and suitable endorsement to this effect having been incorporated in the Registration Book by the Registering Authority, a discount of 50% on the Own Damage premium for the vehicle insured is hereby allowed to the insured.

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

#### IMT13. USE OF VEHICLE WITHIN INSURED'S OWN PREM-ISES

### (Applicable to all classes except as otherwise provided in the tariff)

It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while the vehicle is being used elsewhere than in the insured's premises except where the vehicle is specifically required for a mission to fight a fire.

For the purposes of this endorsement, Use confined to own premises' shall mean use only on insured's premises to which public have no general right of access.

### IMT19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY

Notwithstanding anything to the contrary contained in this Policy it is hereby understood and agreed that in the event of loss or damage to the vehicle insured and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle insured is held for repair or in the event of the insurer exercising the option under Condition 3 to pay in cash the amount of the loss or damage the liability of the insurer in respect of any such part shall be limited to :

(a) (i) the price quoted in the latest catalogue or the price list issued by the Manufacturer or his Agent for the country in which the vehicle insured is held for repair less depreciation applicable;

OR

(ii) if no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy; and (b) the reasonable cost of fitting such parts, Subject otherwise to the terms conditions limitations and exceptions of this Policy.

#### IMT22. COMPULSORY DEDUCTIBLE

#### (Applicable to Private Cars, three wheelers rated as private cars, all motorized two wheelers, taxis, private car type vehicle plying for public/private hire, private type taxi let out on private hire)

Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the insured shall bear under Section I of the Policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs......\* (refer Policy Schedule) (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this Policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no. 3 for Private Cars Policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith. For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnify is provided under this Policy.

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

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

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

#### IMT22A. VOLUNTARY DEDUCTIBLE

### (For private cars/motorized two wheelers other than for hire or reward)

It is by declared and agreed that the insured having opted a voluntary deductible of Rs. .....\* (refer Policy Schedule) a reduction in premium of Rs. .....\*\* (refer Policy Schedule) under Section 1 of the policy is hereby allowed.

In consideration of the above, it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs.....\*\*\* (refer Policy Schedule) or (any less expenditure

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which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no. 3 of this policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith. For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

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

\* To insert voluntary deductible amount opted by the insured under tariff for Private car / tariff for motorised two wheeler.

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

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

#### IMT24. ELECTRICAL/ELECTRONIC FITTINGS

(Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle - Package Policy only)

In consideration of the payment of additional premium of Rs......(refer Policy Schedule) notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the insurer will indemnify the insured against loss of or damage to such electrical and/or electronic fitting(s) as specified in the schedule whilst it/these is/are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section 1 of the Policy. The insurer shall, however, not be liable for loss of or damage to such fitting(s) caused by/as a result of mechanical or electrical breakdown. Provided always that the liability of the insurer hereunder shall not exceed the Insured's Declared Value (IDV) of the item. Subject otherwise to the terms conditions limitations and exceptions of this Policy.

#### IMT25. CNG/LPG KIT IN BI-FUEL SYSTEM (Own Damage cover for the kit)

In consideration of the payment of premium of Rs.....\* (refer Policy Schedule) notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured in terms conditions limitations and exceptions of

Section 1 of the policy against loss and/or damage to the CNG/LPG kit fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the policy.

\* To insert sum arrived at in terms of G.R.42. Where the value of the CNG / LPG kit is not separately available, the words "premium of Rs...... "Appearing in the first line of the IMT shall be replaced by the words "5% extra on Own Damage premium of Rs...... "The words in the last two lines of IMT reading as "subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the policy" are to be deleted.

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

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

#### IMT26. FIRE AND/OR THEFT RISKS ONLY

(Not applicable for Miscellaneous and Special Types of vehicles rateable under Class -D and Motor Trade Policies under Classes- E, F and G of the Commercial Vehicles Tariff )

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section II of the Policy is deemed to be cancelled and under Section I thereof the insurer shall only be liable to indemnify the insured against loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils whilst the vehicle is laid up in garage and not in use.

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

NB.(i) In case of Fire Risk only, the words "burglary housebreaking theft" not applicable.

NB. (ii) In case of Theft Risk only, the words "fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils" not applicable.

#### IMT30. TRAILERS.

#### (Applicable to Private Cars Only)

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this policy shall extend to apply to the Trailer (Registration No...... (refer Policy Schedule)) Provided always that -

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\* (a) the IDV of such Trailer shall be deemed not to exceed .........\* \* (refer Policy Schedule)

(b) the term "Trailer" shall not include its contents or anything contained thereon.

(c) such indemnity shall not apply in respect of death or bodily injury to any person being conveyed by the said Trailer otherwise than by reason of or in pursuance of a contract of employment.

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

\* Not applicable in the case of Liability to the public Risks only policies.

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

#### IMT31. RELIABILITY TRIALS AND RALLIES (Private Cars and Motorised Two Wheelers)

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this Policy is extended to apply whilst the vehicle insured is engaged in ......\* (refer Policy Schedule) to be held at ......\*\* (refer Policy Schedule) on or about the date of ..../... (refer Policy Schedule) under the auspices of .....# (refer Policy Schedule) Provided that:-

(a) No indemnity shall be granted by this Endorsement to

..... # (refer Policy Schedule);

(b) This Policy does not cover use for organised racing, pace making or speed testing;

(c) During the course of the .....\*(refer Policy Schedule) the Insurer shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle insured at the time of the occurrence of the event out of which any claim arises.

# # It is further understood and agreed that while the vehicle insured is engaged in.....\* (refer Policy Schedule) the insured shall bear the first Rs.....@ (refer Policy Schedule) (or any less amount for which the claim may be assessed) of each and every claim under Section I of this Policy.

Provided that if the insurer shall make any payment in exercise of its discretion under Condition No. 3 of the policy in settlement of any claim and such payment includes the amount for which the insured is responsible by reason of this Endorsement the insured shall repay to the insurer forthwith the amount for which the insured is so responsible.

For the purpose of this Endorsement the expression "claim" shall mean a claim or series of claims arising out of one event. Subject otherwise to the terms conditions limitations and exceptions of this Policy.

\* To insert the name of the event.

@ To insert Rs. 5,000/- for Private cars or Rs. 2,500/- for motorised two wheelers. For the duration of the event the



#### GRIEVANCE MECHANISM

In case of any grievance of Yours is sent in a written communication to Us at any of the touch points as mentioned below, it shall be addressed within T+14 days of the receipt of the complaint.

Please find the below escalation matrix:

#### Step 1

Call us at: 1800 12000

Email us at: support@edelweissinsurance.com

#### Step 2

If You do not receive any resolution to Your complaint within T+14 or if the response is not as per Your expectations, please feel free to contact our Grievance Redressal Officer.

 $\label{eq:email:grievance} Email: grievance of ficer @edelweiss insurance.com$ 

#### Step 3

If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India ('IRDAI') on the following contact details: IRDAI Grievance Call Centre (IGCC) TOLL FREE NO.: 155255

Email ID: complaints@irda.gov.in

Register online at: http://www.igms.irda.gov.in/

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

Sy. No. 115/1, Financial District

Nanakramguda, Gachibowli

Hyderabad - 500032

#### Step 4

If the complaint/grievance has still not been resolved You may approach the office of the Insurance Ombudsman established by the Central Government of India as per Rule 13 and Rule 14 of the Insurance Ombudsman Rules, 2017 ('Ombudsman Rules').

Duties and functions of the Insurance Ombudsman under Rule 13 of the Ombudsman Rules:

The Insurance Ombudsman may receive and consider the following complaints:

• Complaints under Rule 14 (as mentioned below);

# To insert the name of the promoters of the event.

- Any partial or total repudiation of claims by an insurer;
- Any dispute in regard to premium paid or payable in terms of the policy;
- Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- Delay in settlement of claims;

herein, whichever is higher.

Only policies.

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

 Non-issue of any insurance document to customers after receipt of premium.

### Manner in which complaint is to be made Rule 14 of the Ombudsman Rules:-

• Any person who has a grievance against the Company/Us, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.

• The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint.

• No complaint to the Ombudsman shall lie unless:

• the complainant had before making a complaint to the Ombudsman, made a written representation to the Company/insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;

• the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and

• The complaint is not on the same subject matter for which any proceedings before any court or Consumer Forum or arbitrator is pending or was so earlier.

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deductible under Section 1 of the policy for the purpose of IMT

22 will be the amount stated in IMT 22 or the amount stated

# # this entire paragraph not applicable in case of Liability



### **Ombudsman and Addresses**

#### Mentioned below are contact details of Ombudsman:

CONTACT DETAILS	JURISDICTION
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email:- <b>bimalokpal.ahmedabad@ecoi.co.in</b>	State of Gujarat, Union Territory of Dadra & Nagar Haveli & Union Territory of Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@ecoi.co.in	State of Karnataka
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202, Fax:- 0755-2769203 Email:- bimalokpal.bhopal@ecoi.co.in	States of Madhya Pradesh and Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455, Fax:- 0674-2596429 Email:- <b>bimalokpal.bhubaneswar@ecoi.co.in</b>	State of Orissa
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/ 2706468 Fax:- 0172-2708274 Email:- <b>bimalokpal.chandigarh@ecoi.co.in</b>	States of Punjab, Haryana, Himachal Pradesh, Union Territory of Jammu & Kashmir, Union Territory of Ladakh and Union Territory of Chandigarh
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 , Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry)
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23232481/23232481 Email:- <b>bimalokpal.delhi@ecoi.co.in</b>	State of Delhi
ERNAKULAM Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulum - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@ecoi.co.in	State of Kerala, Union Territory of Lakshadweep and Mahe, a part of Puducherry
GUWAHATI Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2632204 / 2602205 Email:- bimalokpal.guwahati@ecoi.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040- 67504123 / 23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@ecoi.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of Puducherry

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CONTACT DETAILS	JURISDICTION
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@ecoi.co.in	State of Rajasthan
<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340, Fax:- 033-22124341 Email:- <b>bimalokpal.kolkata@ecoi.co.in</b>	States of West Bengal, Bihar, Sikkim and Union Territory of Andaman and Nicobar Islands
<b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331, Fax:- 0522-2231310. Email:- <b>bimalokpal.lucknow@ecoi.co.in</b>	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022- 26106552/ 26106960, Fax:- 022-26106052 Email:- <b>bimalokpal.mumbai@ecoi.co.in</b>	State of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Budh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email:- <b>bimalokpal.noida@ecoi.co.in</b>	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
<b>PATNA</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email:- <b>bimalokpal.patna@ecoi.co.in</b>	States of Bihar and Jharkhand
<b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -41312555 Email:- <b>bimalokpal.pune@ecoi.co.in</b>	State of Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region

Edelweiss General Insurance Company Limited, Corporate Office: 5th Floor, Tower 3, Kohinoor City Mall, Kohinoor City, Kirol Road, Kurla (West), Mumbai-400 070, Registered Office: Edelweiss House, Off CST Road, Kalina, Mumbai-400 098, IRDAI Regn. No.: 159, CIN: U66000MH2016PLC273758, Reach us on: 1800 12000, Email: support@edelweissinsurance.com, Website: www.edelweissinsurance.com, Issuing/Corporate Office: +91 22 4272 2200, Grievance Redressal Officer: +91 22 4931 4422, Dedicated Toll-Free Number for Grievance: 1800 120 216216. Trade logo displayed above belongs to Edelweiss Financial Services Limited and is used by Edelweiss General Insurance Company Limited under license.