Corp. Office: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office: 21, Patullos Road, Chennai - 600 002.

TWO-WHEELER PACKAGE POLICY

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 the Company for 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. (The term twowheeler referred to in this Tariff will include motorcycle/scooter/ auto cycle or any other motorised two wheeled vehicle mentioned in the Schedule.)

NOW THIS POLICY WITNESSETH:

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

SECTION I

LOSS OF OR DAMAGE TO THE VEHICLE INSURED

The Company will indemnify the Insured against Loss or Damage to the Vehicle insured hereunder and/or its accessories whilst thereon

- i. by fire explosion self-ignition or lightning;
- ii. by burglary housebreaking or theft;
- iii. by riot and strike;
- iv. by earthquake (fire and shock damage);
- v. by flood typhoon hurricane storm, tempest, inundation, cyclone, hailstorm, frost;
- vi. by accidental external means;
- vii. by malicious act;
- viii. by terrorist activity;
- ix. whilst in transit by road rail inland-waterway lift elevator or air:
- x. by landslide rockslide.

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

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

| AGE OF THE VEHICLE | % OF DEPRECIATION |
|---|-------------------|
| Not exceeding 6 months | Nil |
| Exceeding 6 months but not exceeding 1 year | 5% |
| Exceeding1 year but not exceeding 2 years | 10% |
| Exceeding 2 years but not exceeding 3 years | 15% |

| Exceeding 3 years but not exceeding 4 years | 25% |
|--|-----|
| Exceeding 4 years but not exceeding 5 years | 35% |
| Exceeding 5 years but not exceeding 10 years | 40% |
| Exceeding 10 years | 50% |

In the event of a repair, if non-original equipment manufacturer (non-OEM) parts are used, no depreciation shall be applied to the value of the non-OEM parts used. The insurer shall cover the full cost of the non-OEM parts, provided that these parts meet the necessary industry standards for safety, performance, and compatibility with the insured item.

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.
- c. Loss of or Damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time; and
- d. any accidental Loss or Damage suffered whilst the Insured or any person driving the vehicle with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle being disabled by reason of Loss or Damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the Insured but not exceeding in all Rs.300/- in respect of any one accident.

The Insured may authorise the repair of the vehicle necessitated by Damage for which the Company may be liable under this Policy provided that:

- a) the estimated cost of such repair including replacements, if any, does not exceed Rs.150/-;
- b) the Company is furnished forthwith with a detailed estimate of the cost of repairs; and
- the Insured shall give the Company every assistance to see that such repair is necessary, and the charges are reasonable.

SUM INSURED - INSURED'S DECLARED VALUE (IDV)

The Insured's Declared Value (IDV) of the Vehicle will be deemed to be the 'SUM INSURED' for the purpose of this



Policy which is fixed at the commencement of each Policy period for the insured Vehicle.

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

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

THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

| AGE OF THE VEHICLE | % OF DEPRECIATION FOR FIXING IDV |
|---|--|
| Not exceeding 6 months | 5% |
| Exceeding 6 months but not exceeding 1 year | 15% |
| Exceeding1year but not exceeding 2 years | 20% |
| Exceeding 2 years but not exceeding 3 years | 30% |
| Exceeding 3 years but not exceeding 4 years | 40% |
| Exceeding 4 years but not exceeding 5 years | 50% |

IDV of vehicles beyond 5 years of age and of obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) 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 period of insurance without any further depreciation for the purpose of Total Loss (TL)/Constructive Total Loss (CTL) claims.

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

SECTION II - LIABILITY TO THIRD PARTIES

- Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the Insured in the event of an accident caused by or arising out of the use of the insured Vehicle against all sums which the Insured shall become legally liable to pay in respect of:
 - i. death of or bodily injury to any person including occupants carried in the insured vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the

Royal Sundaram General Insurance Co. Limited

Corp. Öffice: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office: 21, Patullos Road, Chennai - 600 002.

- course of the employment of such person by the
- ii. damage to property other than property belonging to the Insured or held in trust or in the custody or control of the Insured.

PROVIDED ALWAYS that the Company shall not be liable in respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading there from.

Respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading there from

- 2. The Company will pay all costs and expenses incurred with its written consent.
- 3. In Terms of and subject to the limitations of the indemnity granted by this Section to the Insured, the Company will indemnify any drive who is driving the Vehicle on the Insured's order or with Insured's permission provided that such driver shall as though he/she was the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of this Policy in so far as they apply.
- 4. In the event of the death of any person entitled to indemnity under this Policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in Terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the Insured, observe fulfil and be subject to the Terms, Exceptions and Conditions of this Policy in so far as they apply.
- 5. The Company may at its own option
 - arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and
 - b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act.

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



Corp. Öffice: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office: 21, Patullos Road, Chennai - 600 002.

d. the person holding an effective Learner's license may also drive the vehicle and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.

APPLICATION OF LIMITS OF INDEMNITY

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

SECTION III

PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy the Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the Owner- Driver of the vehicle in direct connection with the vehicle insured whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

| De | tails of Injury | Scale of Compensation |
|------|---|-----------------------|
| i. | Death | 100% of CSI |
| ii. | Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100% of CSI |
| iii. | Loss of one limb or sight of one eye | 50% of CSI |
| iv. | Permanent Total Disablement from injuries other than named above | 100% of CSI |

^{*}CSI - Capital Sum Insured

PROVIDED ALWAYS THAT

- a) The compensation shall be payable under only one of the items (i) to (iv) above in respect of the Owner-Driver arising out of any one occurrence and the total liability of the Insurer shall not in the aggregate exceed the sum of Rs. 15 lakhs during any one Period of Insurance.
- b) No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury, suicide or attempted suicide, physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- c) Such compensation shall be payable directly to the Insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the Insured.

THIS COVER IS SUBJECT TO

- a. the Owner-Driver is the registered owner of the Vehicle insured herein;
- b. the Owner-Driver is the Insured named in this Policy.
- c. the person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license.

GENERAL EXCEPTIONS

(Applicable to all Sections of the Policy)

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

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

DEDUCTIBLE

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



Corp. Öffice: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office: 21, Patullos Road, Chennai - 600 002.

free and full access to examine the Vehicle or any part

CONDITIONS

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

- 1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental Loss or Damage in the event of any claim and thereafter the Insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.
- 2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 3. The Company may at its own option repair reinstate or replace the Vehicle or part thereof and/or its accessories or may pay in cash the amount of the Loss or Damage and the liability of the Company shall not exceed:
 - a) for Total Loss/Constructive Total Loss of the Vehicle the Insured's Declared Value (IDV) of the Vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
 - b) for partial losses, i.e. losses other than Total Loss/ Constructive Total Loss of the Vehicle - actual and reasonable costs of repair and/or replacement of parts lost/ damaged subject to depreciation as per limits specified.

In the event of repair claims, the salvaged parts that are replaced during the repair process shall be collected by the insurer. The insurer shall not deduct any amount in lieu of salvage from the settlement of the claim. In the case of cash loss settlements, the insured has the option to retain the wreck of the vehicle, provided that the 'own damage' cover is cancelled from the policy upon settlement of the claim.

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

5. Cancellation Clause

i. Cancellation by the Company

The company reserves the right to cancel the policy on the grounds of established fraud committed by the insured. This cancellation will take effect after providing seven (7) days' notice to the insured via recorded delivery to their last known address. Upon cancellation, the policy will be cancelled ab initio (from inception), meaning the policy will be treated as though it never existed, with forfeiture of the premium. Additionally, no claims made under the policy will be considered or paid.

ii. Cancelled by the Insured

The insured may cancel the policy at any time without needing to provide a reason, subject to the condition that no claims have arisen during the current insurance period. Upon cancellation, the insured shall be entitled to:

- A refund of the proportionate premium for the unexpired period in the current year of insurance subject to no claims being lodged.
- A full refund of the premium for any remaining full policy years, where the policy duration exceeds one year.

Refunds are subject to the following conditions:

- 1. Proof must be provided that the vehicle is insured elsewhere, at least for Liability Only cover.
- 2. The original Certificate of Insurance must be returned to the company.
- iii. Cancellation of Liability to Third Party Section The Liability to Third Party section of the policy may be cancelled by either the company or the insured only under the following circumstances:
 - 1. Double Insurance: If the vehicle is covered by another policy for the same third-party liability.
 - Total Loss of Vehicle: If the vehicle is deemed a total loss and the Registration Certificate has been cancelled.

For cancellation of insurance, the insured must submit:

- 1. The original cancelled Registration Certificate, or
- 2. Proof that the vehicle is insured elsewhere, at least for Liability Only cover.

In cases of double insurance, the company will provide a refund of the proportionate premium for the unexpired period of insurance.



Corp. Öffice: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office: 21, Patullos Road, Chennai - 600 002.

| No claim made or pending during the preceding 4 consecutive years of insurance | 45% |
|--|-----|
| No claim made or pending during the preceding 5 consecutive years of insurance | 50% |

If a claim is made under Section I Loss of or Damage to the Vehicle the No Claim Bonus discount reverts to nil at the next renewal. Thereafter, NCB if any earned, will be in Terms of the above table.

Sunset Clause: If at the renewal falling due any time between 1st July 2002 and 30th June 2003, both days inclusive, (after completion of the full Policy period of 12 months) an Insured becomes entitled to an NCB of 55% or 65% in Terms of the Tariff prevailing prior to 1st July 2002, the entitlement of such higher percent-age of NCB will remain protected for all subsequent renewals till a claim arises under the Policy, in which case the NCB will revert to 'Nil' at the next renewal. Thereafter, NCB if any earned, will be in Terms of the above table.

ENDORSEMENTS (Only the Endorsements mentioned in the Schedule shall form part of the Policy)

IMT.5. HIRE PURCHASE AGREEMENT

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

IMT.6. LEASE AGREEMENT

It is hereby understood and agreed that the lessor specified in the Schedule (here- inafter referred to as the Lessors) are the

In the event of established fraud, the insurer retains the right to pursue legal action for any damages beyond the forfeited premium. The insurer may also notify relevant authorities as required under applicable laws.

- 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.
- In the event of vehicle is covered under multiple policies at the time of loss, this policy will not seek contribution for the loss or claim from other policies.
- 8. The due observance and fulfilment of the Terms, Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be Conditions precedent to any liability of the Company to make any payment under this Policy.
- 9. In the event of the death of the sole Insured, this Policy will not immediately lapse but will remain valid for a period of three months from the date of the death of Insured or until the expiry of this Policy (whichever is earlier). During the said period, legal heir(s) of the Insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance Policy for the Motor Vehicle.

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

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

NO CLAIM BONUS

Relating to Section I - Loss of or Damage to the Vehicle No Claim Bonus, wherever applicable, will be as per the following table.

| Claims position on Section I (Loss of or Damage to the Vehicle Insured) premium | % of discount on Section (Loss of or Damage to the Vehicle Insured) premium |
|---|---|
| No claim made or pending during the preceding full year of insurance | 20% |
| No claim made or pending during the preceding 2 consecutive years of insurance | 25% |
| No claim made or pending during the preceding 3 consecutive years of insurance | 35% |



Corp. Öffice: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office: 21, Patullos Road, Chennai - 600 002.

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.

IMT.8. DISCOUNT FOR MEMBERSHIP OF RECOGNISED AUTO- MOBILE ASSOCIATIONS

It is hereby understood and agreed that in consideration of the Insured's membership of the recognized Automobile Association stated in the Schedule a discount in premium is allowed to the Insured hereunder.

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

IMT.10. INSTALLATION OF ANTI-THEFT DEVICE

In consideration of certification by the Automobile Association stated in the 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 as stated in the 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

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

In consideration of the payment of an additional premium it is hereby agreed and understood that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the Insured person in direct connection with the Vehicle insured or whilst mounting into/ dismounting from or traveling in the Vehicle insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in:

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 specified in the 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.

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights and 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.

IMT.7. VEHICLES SUBJECT TO HYPOTHECATION AGREEMENT

It is hereby declared and agreed that the Vehicle insured is pledged to/ hypothecated with the Pledgee as specified in the Schedule (hereinafter referred to as the "Pledgee") and it is further understood and agreed that the Pledgee is interested in any monies which but for this Endorsement would be payable to the Insured under this Policy in respect of such Loss or Damage to the Vehicle insured as cannot be made good by repair and/or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the Vehicle insured and their receipt shall be a full and final discharge to the 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



| DYAL SUNDARAM INSURANCE | |
|----------------------------------|--|
| ———— Sundaram Finance Group ———— | |
| | |

| De | tails of Injury | Scale of Compensation |
|------|---|-----------------------|
| i. | Death | 100% of CSI |
| ii. | Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100% of CSI |
| iii. | Loss of one limb or sight of one eye | 50% of CSI |
| iv. | Permanent Total Disablement from injuries other than named above | 100% of CSI |

*CSI - Capital Sum Insured

Provided always that

- 1. compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Insurer shall not in the aggregate exceed the sum specified in the Schedule during any one Period of Insurance in respect of any such person.
- 2. no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- 3. such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

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

In consideration of the payment of an additional premium it is hereby understood and agreed that the Insurer undertakes to pay compensation on the scale provided below for bodily injuries hereinafter defined sustained by any passenger other than the Insured and/or the Paid Driver attendant or cleaner and/or a person in the employ of the Insured coming within the scope of the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the Insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in, but not driving the insured Motor Vehicle and caused by violent, accidental, external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:

| Details of Injury | Scale of Compensation |
|-------------------|-----------------------|
| i. Death | 100% of CSI |

Royal Sundaram General Insurance Co. Limited

Corp. Öffice: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office: 21, Patullos Road, Chennai - 600 002.

| ii. | Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100% of CSI |
|------|---|-------------|
| iii. | Loss of one limb or sight of one eye | 50% of CSI |
| iv. | Permanent Total Disablement from injuries other than named above | 100% of CSI |

*CSI - Capital Sum Insured

Provided always that

- compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Insurer shall not in the aggregate exceed the sum specified in the Schedule during any one Period of Insurance in respect of any such person.
- no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.
- not more persons than the seating capacity of the Motor Vehicle specified in the Schedule are in the said Motor Vehicle at the time of occurrence of such injury.

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

IMT.17. PERSONAL ACCIDENT COVER TO PAID DRIVERS

In consideration of the payment of an additional premium, it is hereby under-stood and agreed that the Insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the Paid Driver in the employ of the Insured in direct connection with the Vehicle insured whilst mounting into/dismounting from or traveling in the insured Vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in:

| De | tails of Injury | Scale of Compensation |
|------|---|-----------------------|
| i. | Death | 100% of CSI |
| ii. | Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100% of CSI |
| iii. | Loss of one limb or sight of one eye | 50% of CSI |
| iv. | Permanent Total Disablement from injuries other than named above | 100% of CSI |

^{*}CSI - Capital Sum Insured



Corp. Öffice: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office: 21, Patullos Road, Chennai - 600 002.

Provided always that

- compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Insurer shall not in the aggregate exceed the sum specified in the Schedule during any one Period of Insurance in respect of any such person.
- no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

IMT.18. PERSONAL ACCIDENT TO UNNAMED HIRER AND UNNAMED PILLION PASSENGERS

In consideration of the payment of an additional premium it is hereby understood and agreed that the Insurer undertakes to pay compensation to any unnamed hirer/driver/any unnamed pillion/ sidecar passenger, as specified in the Schedule, on the scale provided below, for bodily injury caused by violent, accidental, external and visible means, whilst mounting into/onto and/or dismounting from or traveling in/on the vehicle insured, which independently of any other cause shall, within three calendar months of the occurrence of such injury, results in:

| De | tails of Injury | Scale of Compensation |
|------|---|-----------------------|
| i. | Death | 100% of CSI |
| ii. | Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100% of CSI |
| iii. | Loss of one limb or sight of one eye | 50% of CSI |
| iv. | Permanent Total Disablement from injuries other than named above | 100% of CSI |

Provided always that

- compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Insurer shall not in the aggregate exceed the sum specified in the Schedule during any one Period of Insurance in respect of any such person.
- no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury suicide or attempted suicide physical defect or infirmity

- or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.
- not more persons than the seating capacity of the Motor Vehicle specified in the Schedule are in the said Motor Vehicle at the time of occurrence of such injury.

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

IMT.20. REDUCTION IN THE LIMIT OF LIABILITY FOR PROPERTY DAMAGE

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the insurers liability is limited to Rs.6000/- (Rupees six thousand only) for damage to property other than the property belonging to the insured or held in trust or in custody or control of the insured In consideration of this reduction in the limit of liability a reduction in premium of Rs.100/- is hereby made to the insured.

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

IMT.22. COMPULSORY DEDUCTIBLE

Notwithstanding anything to the contrary 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 sum as specified in the 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 number 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 Exceptions Conditions and limitations of this policy.

IMT.22 A. VOLUNTARY DEDUCTIBLE

It is hereby declared and agreed that the Insured having opted a voluntary deductible as specified in the Schedule a reduction in premium as stated in the Schedule under Section I of the Policy is hereby allowed. In consideration of the above, it is hereby understood and agreed that the Insured shall bear under Section I of the Policy in respect of each and every



Corp. Öffice: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office: 21, Patullos Road, Chennai - 600 002.

event (including event giving rise to a Total Loss/Constructive Total Loss) the first sum as specified in the 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 number 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 Exceptions Conditions and limitations of this Policy.

IMT.24. ELECTRICAL/ELECTRONIC FITTINGS

(Items fitted in the Vehicle but not included in the manufacturer's listed selling price of the Vehicle)

In consideration of the payment of additional premium as stated in the Schedule notwithstanding anything to the contrary contained in the Policy it is hereby under-stood 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 I 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 Exceptions Conditions and limitations of this Policy.

IMT. 28. LEGAL LIABILITY TO PAID DRIVER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE

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

Provided always that

- this Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any Insurer or group of Insurers a Policy of Insurance in respect of liability as herein defined for Insured's general employees;
- 2. the Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;
- in the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the Terms Exceptions Conditions and limitations of the Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

IMT.29. LEGAL LIABILITY TO EMPLOYEES OF THE INSURED OTHER THAN PAID DRIVER WHO MAY BE DRIVING OR TRAVELLING IN THE EMPLOYER'S CAR

In consideration of the payment of an additional premium as stated in the Schedule not withstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insurer will indemnify the Insured against the Insured's liability at Common Law and Statutory Liability under the Fatal Accidents Act, 1855 for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than Paid Drivers) of the within named Insured being carried in or upon or entering in or getting on to or alighting from or driving the Vehicle insured.

Provided that in the event of an accident whilst the Vehicle insured is carrying more than the number of employees of the Insured (including the driver) as stated in the Schedule the Insured shall repay to the Insurer a rateable proportion of the total amount payable by the Insurer by the reason of this Endorsement in respect of accident in con-nection with such Vehicle insured.

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

IMT.33. LOSS OF ACCESSORIES

In consideration of the payment of an additional premium as specified in the Schedule it is hereby understood and agreed that as from the date specified in the Schedule, notwithstanding anything to the contrary contained in Section I, but subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy the Insurer will indemnify the Insured in respect of Loss of or Damage to accessories the property of the Insured specifically declared by the Insured caused by burglary, housebreaking or theft.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy.



Corp. Öffice: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd. Office: 21, Patullos Road, Chennai - 600 002.

GRIEVANCE REDRESSAL PROCEDURE

We are concerned about you. If you are not happy with our service or in case you have any query or complaint/grievance against us, please follow the steps given below:

Step 1: Customer Services Team

Please raise a complaint with us through our Online form or Email us to our customer service desk at care@royalsundaram.in

Royal Sundaram General Insurance Co. Ltd Vishranthi Melaram Towers No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097 Call us at: 1860 258 0000 / 1860 425 0000

Step 2: Manager - Care

In case the response provided does not meet your expectation or have not received any response within 7 days, you may write to Manager.Care@royalsundaram.in

Step 3: The Head - Customer Service

In case the response provided does not meet your expectation or have not received any response within 7 days, you may write to Head.CS@royalsundaram.in

Step 4: The Grievance Redressal Officer

In case the response provided still does not meet your expectation or have not received any response within 10 days, you may write to GRO@royalsundaram.in

Step 5

If after following Step 1,2,3 and 4 as stated above your issue remains unresolved, you may approach the Insurance Ombudsman for Redressal. Contact Details of Insurance Ombudsman Refer our Company Website for list of Insurance Ombudsman.