



MOTOR PASSENGER CARRYING VEHICLE

IRDAN134RP0008V02200809

PROSPECTUS

UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED

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IRDA of India Registration Number: 134

CIN: U66010MH2007PLC166770

Passenger Carrying Vehicle Insurance Policy covers Vehicles used for carriage of passenger for hire or reward, except for racing, pace making, reliability trial, speed testing and use for any purpose in connection with the Motor Trade.

What does this Policy cover?

The Policy covers loss or damage to the vehicle insured arising out of:

- Fire, explosion, self-ignition, lightning, burglary, theft, riot, strike, malicious act, terrorism, earthquake, flood, typhoon, accidental external means, landslide or rockslide, road/rail/inland waterway/air transit

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.

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 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. 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.

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 VEHICLE	% OF DEPRECIATION
Not exceeding 6months	5%
Exceeding 6months but not exceeding 1 year	15%
Exceeding 1 year 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 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.

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 vehicle against all sums which the insured shall become legally liable to pay in respect of :-
 - death of or bodily injury to any person including occupants carried in the vehicle but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured.
 - damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured
- **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

Towing Disabled Vehicles

The policy shall be operative whilst the insured vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by Section II of this policy shall subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle; provided always that

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- a. Such towed vehicle is not towed for reward
- b. The Company shall not be liable by reason of this section of this policy in respect of damage to such towed vehicle or property being conveyed thereby.

Section IV Personal Accident Cover For Owner-Driver

Subject otherwise to the terms, exclusions, 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 or whilst driving or mounting into/dismounting from the vehicle insured or whilst traveling in it 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:

Nature of Injury	Scale of Compensation
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii) Loss of one limb or sight of one eye	50%
iv) Permanent total disablement from injuries other than named above	100%

Extent of Insurance Covers

Cover Selected	Sum Insured Limit
Third party (Injury / Death)	Unlimited
Third Party Property Damage	Rs.6000/Rs. 7.5 lakhs
Legal Liability	As per Indian Workmen Compensation Act
PA Cover (other than Owner Driver)	Upto 2 lakh
Cumulative Personal Accident cover for Owner driver	Upto 15 lakh
Vehicle IDV	Vehicle IDV Calculation Method Ex-showroom price * depreciation scale as per vehicle age = IDV Vehicle depreciation age slab xx The IDV arrived is basis factors, Location, usage, road type/ terrain, model segment, model which is with your (Insured) agreement and as captured in the policy schedule

Available Add-ons:

1) Engine Protect

This add on will pay you repair and replacement expenses for the loss or damage caused to –

1. Engine and/or engine parts arising out of water ingress due to flood/ inundation resulting in hydrostatic lock
2. Engine and/or engine parts and/or gear box parts and/or differential parts arising by engine seizure and/or gear box/ differential failure due to leakage of lubricating oil directly caused by an accidental external impact on the engine/gear box/ differential.

In addition to the above, the cost of consumables required to be replenished while undertaking the repair or replacement of the parts covered shall also be payable.

Definitions

- a) **Consumables** mean material which are used up and need replenishment including engine oil, gear box oil but excluding fuel.
- b) **Differential Parts** mean all internal lubricated parts of the differential assembly.
- c) **Engine Parts** mean all internal lubricated parts of the engine assembly.
- d) **Gear Box Parts** mean all internal lubricated parts of the gearbox/ transfer gearbox assembly.

Exclusions

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

- a) Losses covered under any other insurance of any nature or manufacturer's warranty or recall campaign at the time of happening of any loss or damage.
- b) Losses including corrosion of engine due to delay in intimation to the Company and/ or retrieval of the insured vehicle from the water logged area and/or repair of the vehicle.
- c) Claims where the repair has been carried out without prior approval of the Company.
- d) Depreciation of the replaced parts.
- e) Losses caused by any faults or defects existing at the time of inception of the Policy within the knowledge of the insured.
- f) Delay of more than 72 hours, in delivering the insured vehicle to the workshop from the time of occurrence of accidental damage or loss, unless the event is declared as catastrophic and removal of the vehicle from the spot of accident is not possible immediately.
- g) Break down of any other assembly(s) in the insured vehicle, as the consequence of the cover mentioned above.
- h) Normal wear and tear.
- i) Losses after payment of 3 [three] claims under this add on during policy period.

Conditions:

1. Liability shall be subject to the final assessment of loss after consideration of the terms and conditions of the Policy and other Add-Ons opted.
2. Insured shall take reasonable care to avoid further damage to engine/gear box post water ingress or Leakage of lubricating oil. Insured should not try to crank or push start the engine post undercarriage damage or post insured vehicle stopping due to water ingress.
3. Insured should avoid driving the Insured Vehicle through water logged area as far as possible. If it is unavoidable, the vehicle should be driven in low gear and/or high engine RPMs.

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

2) NCB Protector

Notwithstanding anything contained herein to the contrary, the No Claim Bonus allowed under this policy shall stay protected despite the occurrence of claims and shall not be impaired at the time of the next renewal with us provided:

- 1) There are not more than 2 claims, paid or outstanding, in the current policy year.
- 2) The policy is renewed with us within 90 days of its expiry.
- 3) Higher NCB than the entitlement is not claimed under the current policy.

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

3) Return to Invoice

It is hereby understood and agreed that, in the event of an admissible total loss or constructive total loss or total theft claim of the insured vehicle, during the policy period, the Company shall pay the following:

- i. Difference between the Current Invoice Price of the insured vehicle and Insured Declared Value (IDV)
- ii. Registration expenses, road tax (incurred for the first time in the first year of age) and insurance premium paid. The sum of the registration expenses, road tax paid and premium for Section I of the Policy shall be subject to a maximum of 20% of Current Invoice Price.

Definition

- a) **Current Invoice Price** means the manufacturer's listed selling price (practically, ex- showroom price) of the complete built- in unit of the same model as the vehicle insured at the commencement of insurance/renewal including the cost of construction of the body, or accessories or with cost of refurbishments specified, if any, without any adjustment for depreciation, as the case may be.
In case the vehicle becomes obsolete the last selling price of the vehicle shall be considered.
- b) **Registration Expenses** would mean the higher between temporary or permanent registration charges.
- c) **Road Tax** would mean the amount net off the refund that might have been received from the RTO upon Total Loss/Constructive Total Loss/Total Theft of the insured vehicle.
- d) **Insurance Premium** would mean premium paid for Section I of the Policy against which the claim has been made.

Conditions

1. This add on shall be operative only after 90 days of the First Information Report with the Police in case of a total theft claim of the insured vehicle.
2. In the event of transfer of ownership, the cover shall cease.
3. This add-on facility will not be available in case of pre-owned /second hand vehicles.
4. Claims under this add on shall be subject to due documentation and substantiation.

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

4) Key Replacement Clause

This clause covers:

- (a) The cost (locksmith cost) to replace the locks and keys if the vehicle is broken into or stolen and recovered

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- (b) The labour charge for opening the car if you have lost the keys or
- (c) The cost of replacing your vehicle keys which are stolen or lost.
- (d) The cost of replacement or repair of remote key and of Lock set in case of Damage due to Accident &/or Fire &/or Water.

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

5) Road side Assistance Cover

In consideration of the premium paid it is hereby understood and agreed that the company agrees to provide Roadside Assistance to the insured through the authorised vendor in case of breakdown of the insured vehicle. The services provided under the Roadside Assistance are as mentioned below:

- a) Breakdown Support over phone
- b) On-site minor repairs of the insured vehicle (such as Minor Electrical Work, Clutch Setting, Fuel line Bleeding, Brake Setting, Fan Belt Replacement) / arrangement of spare parts.
- c) Flat Tyre Support
- d) Transfer/Transportation in case of Mechanical & Accidental Breakdown.
- e) Arrangement of alternate keys in case of Locked/Lost keys
- f) Arrangement of emergency fuel (upto 10 litres) in case the vehicle runs out of fuel
- g) Battery Jumpstart
- h) Emptying of the fuel Tank
- i) Co-ordination for load transfer, extraction / removal from pit (only for Heavy Commercial vehicles)

Special Conditions:

- a) All additional expenses regarding replacement of a part and any other service which does not form a part of the standard services mentioned above would be on chargeable basis to the insured.
- b) These services can be availed maximum at two times during the policy period. Further, the service/s shall get initiated only based on a specific request by the insured to the Company.

Exclusions

- i. This cover will not be available for the vehicle carrying inflammable or hazardous chemicals & petroleum products, vehicle operating in the mining and construction industry like Tippers, Dumpers, Seizure Platforms, and Special Carriers etc.
- ii. Situation where breakdown is caused by deliberately inflicted damage, vandalism or participation in a criminal act or offence.
- iii. Trivial problems (such as non-functional horn / speedometer /air conditioner, Broken rear-view mirror not obstructing driver's view & the like) where the vehicle is not immobilised.
- iv. Cost of making duplicate keys

Territorial Scope:

The territorial scope of the above Assistance Services provided will be within a radius of 50 Kms from the place of breakdown to nearest available vendor / repairer within the Republic of India excluding islands. Cost of Services beyond the coverage as mentioned shall be borne by the insured.

Subject otherwise to terms, exclusions, conditions, and endorsements of the Policy

6) Cost of Consumables

In consideration of the payment of an additional premium for the named add on cover, it is hereby understood and agreed that in case of partial losses caused by an insured peril, loss assessment shall be done by disregarding the expression 'wear and tear' in Exclusion 2/a/Section 1 of the Policy. Consumables otherwise not payable for the stated exclusion in the policy shall be payable.

Subject otherwise to terms, exclusions, conditions, and endorsements of the Policy.

7) Additional Towing Charges

In consideration of extra premium paid, it is hereby understood and agreed that the Company will reimburse additional expenses towards the cost of towing the insured vehicle from the spot of accident to the nearest repairer as approved by the Company over and above the normal protection, removal and redelivery costs recoverable under the Policy and upto the specified limit following admissible losses during the Policy period.

Subject otherwise to terms, exclusions, conditions, and endorsements of the Policy.

8) EMI Protection

In consideration of payment of premium, the insured will be paid regular Equated Monthly Instalment (EMI) payable to the financier of the vehicle recorded in our books due to an accident involving the insured vehicle.

Benefit under this cover can be availed based on option exercised by the insured subject to the following terms:

Special Conditions:

- Claim under section 1 (Own Damage Cover) for accidental damages should be an admissible claim.
- Number of monthly instalments payable will depend on option exercised by the insured and is subject to repair time exceeding the Time Excess specified for each option.
- Time Excess will be reckoned from the date of intimation of claim to the Insurance Company to the time of completion of repairs by repairer for Partial Loss.
- Time Excess will not be applicable in case of Theft Claim and EMI(s) will be paid as per option exercised by the Insured.
- Maximum two claims shall be admissible under this add on during the policy year.
- Benefit under this cover is payable even if there is no default on payment of EMI on the due date.

Specific Exclusion:

Company is not liable to pay for any arrears or over-due instalment amount including interest prior to the date of accident.

The following options are available to the insured to select:

Options	I	II	III
Time Excess	30	60	90
Maximum no. of EMIs payable	1	2	3

Subject otherwise to terms, exclusions, conditions, and endorsements of the Policy.

9) Tyre cover

We will cover expenses for repair and/ or replacement, as may be necessitated arising out of accidental loss or damage to tyre and Tubes in case of the following events:

1. Bulge in tyre,
2. Bursting of tyre,
3. Cut or damage to the tyre, arising out of an accident to the insured vehicle,
4. Damaged by road hazards such as roadside kerbs, potholes and road debris.

The Company will at the time of claim, depending on the schedule-specified below,

- i. Pay for the replacement of the Tyre including the air valve with a new one of the same make and model as provided by the manufacturer of the motor vehicle as original equipment fitted with the vehicle, provided the same is still available in the market,
- ii. Pay for a similar Tyre, if the Tyre as stated in I. above is not available currently.

In any situation company's liability would not exceed the following, basis the unused tread depth of respective tyre (not applicable if full cover is opted)-

- a) Unused tread depth of <3 mm – Considered as normal wear and tear and is not covered
- b) Unused tread depth of >=3 to <5 mm – 50% of cost of new tyre and / or tube
- c) Unused tread depth of >=5 to <7 mm – 75% of cost of new tyre and / or tube
- d) Unused tread depth of >=7 mm – 100% of cost of new tyre and / or tube

Unused Tread depth will be measured at the centre of the tread. Minimum 4 measurements at 4 different places will be taken for the purpose of arriving at mean tread depth which will be the basis of indemnity under the coverage.

Whenever replacement of tyre will be allowed it will be of the same make and specification and if tyre of similar specification is not available and replaced tyre is superior to damaged tyre then Company will not be liable for betterment charges.

If damage to tyre and tube is due to the accidental damage to the insured vehicle covered under "Own Damage" section of the policy, Company's liability under this cover will be restricted to the difference of depreciation percentage applied under "Own Damage" section and as mentioned above basis the unused tread depth.

Condition

- Maximum of 4 claims will be allowed during the Period of Insurance.

Exclusions

Company will not pay any claim for damage to Tyre(s)/tube(s) of the Insured Vehicle which, is caused by arises from or is in any way connected with:

1. loss or damage arising out of natural wear and tear including unevenly worn tyres caused by defective steering geometry outside manufacturer's recommended limits or wheel balance, failure of suspension component, wheel bearing or shock absorber.
2. Any loss or damage within first 15 days of inception of the policy.
3. Any loss or damage occurred prior to inception of the policy
4. Any loss or damage resulting into total loss of the vehicle
5. Routine maintenance including adjustment, alignment, balancing or rotation of wheels/tyres/tubes.
6. Loss or damage to wheel accessories or any other parts.
7. Theft of tyre(s)/tube(s) or its parts, accessories without vehicle being stolen or theft of entire vehicle.

8. If the tyre(s)/tube(s) are claimed is different from tyre(s)/tube(s) insured/supplied as original equipment along with the vehicle unless informed to Company and mentioned/endorsed on the policy.
9. Fraudulent act committed by insured or the workshop or any person entrusted possession of the vehicle by insured.
10. Loss or damage arising out of improper storage or transportation
11. Any consequential loss or damage such as but not limited to noises, vibrations and sensations that do not affect tyre function or performance.
12. Loss or damage arising out of modifications not approved by tyre manufacturer
13. Loss or damage resulting from hard driving due to race, rally or illegal activities.
14. Loss or damage due to neglect of periodic maintenance as specified by tyre/vehicle manufacturer.
15. Loss or damage resulting from poor workmanship while repair.
16. Loss or damage arising out of any manufacturing defect or design including manufacturer's recall.
17. Minor damage or scratch not affecting the functioning
18. Expenses related to personal injury or property damage arising due to damage of the tyre(s)/tube(s) of the Insured Vehicle
19. Tyre which has been used for its full specified life as per manufacturer's guideline or where unused tread depth is less than 3 mm

Conditions:

If damage to Tyre/tube and is due to accidental damage to the insured vehicle covered under "Own Damage" section of the Policy, Company's liability under this cover will be restricted to the difference of depreciation percentage applied under "Own Damage" section and the unused tread depth (as mentioned above).

Cover also includes any service or labour charges incurred during replacement/ repairs of damaged Tyre(s) of the insured vehicle.

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

Definitions:

- 1) **Tyre:** means any tyre that was attached to your vehicle (excluding space saver tyre) at the time the Policy was purchased
- 2) **Authorized Workshop/Garage/Service Station:** A motor vehicle repair workshop/ garage/service station authorized by Company.
- 3) **Lost or stolen:** means having being inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation.

10) Depreciation Waiver

In the case of an accident leading to a partial loss, there will be No depreciation charged on the cost of the parts to be necessarily replaced.

Plans:

Plan A: The cover is applicable for every partial loss claim during the policy period.

Plan B: The cover is applicable for maximum 2 [two] partial loss claims during the policy period.

Conditions:

1. Applicable only for repairs undertaken at designated authorized garages of manufacturers.
2. Obsolete vehicles shall not be eligible for the add-on cover.

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

11) Daily Cash Allowance Benefit

The company will pay you a Daily Cash Allowance as mentioned in the policy schedule in case the insured vehicle is laid up in an authorized garage/ service station for repairs of accidental damages covered under Section I of the Policy and the vehicle is essentially required to be laid up for more than 3 days at the garage.

In case of theft of vehicle the allowance is available up to days.

Plan A:

The benefit shall be limited to total of days in excess of the days for accidental damage claims

Plan B:

The benefit shall be payable for Days when the vehicle is laid up for more than days at the garage

Conditions:

1. The claim for accidental damages is payable under the Policy.
2. The benefit ceases the day the vehicle is ready for delivery after covered repairs.
3. In case of theft and recovery before expiry numbers of days mentioned in the policy schedule, shall be payable till the date of such recovery only.

Exclusions:

Benefit for period of delay in taking delivery by the insured.

12) Insurance at Manufacturers Selling Price

The Sum Insured for the Add On shall be the difference between the IDV and the Manufacturers' Selling Price of the vehicle as supported by the invoice of original purchase issued to you by dealer .

Conditions:

1. The addon is available subject to the vehicle not being older than 60 months counting from the date of invoice or date of registration of the vehicle, whichever is earlier
2. The addon is available to all classes of Motor Vehicles
3. **Premium:** chargeable at applicable basic rate for OD shall be charged on the Sum insured which will be the difference of MSP and IDV as per current applicable scale

13) Loss of Driving Licence / Registration Certificate

In the case where the insured suffers a loss of Original Driving License or the Original Registration Certificate, we will provide compensation of upto Rs 500 to obtain a duplicate License or RC.

Conditions: A First Information Report should be filed with Police in respect of such a loss

Premium: As per Rating Document

General Exclusions (Applicable to all sections of Policy)

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The Company shall not be liable under this policy in respect of

1	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
3	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' 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	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 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 exclusion combustion shall include any self-sustaining process of nuclear fission
5	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 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	<p>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</p>
2	<p>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.</p>
3	<p>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:</p> <ul style="list-style-type: none"> 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. <p>Salvage: The amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount.</p> <p>In case of partial loss, damaged asset will be retained by the Company. If a damaged motor vehicle is assessed as being unrepairable and hence a wreck i.e.. a 'total loss' or 'write-off, the Company shall grant the insured the option to retain the wreck and accept a 'cash loss' settlement (being the IDV less the assessed value of Salvage based on competitive quotes procured by the Company including any submitted by or through the insured)</p>
4	<p>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</p>

	any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.
5	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 loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation cost or expense
6	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
7	<p>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.</p> <p>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:-</p> <ul style="list-style-type: none"> a) Death Certificate in respect of the insured b) Proof of title to the vehicle c) Original Policy.
8	<p>CANCELLATION</p> <p>The insured can cancel the policy at any time during the term, by informing the Company. In case the Policyholder cancels the policy, he/ she is not required to give reasons for cancellation</p> <p>In such case of cancelation, the Company will refund proportional premium for unexpired policy period, if there is no claim(s) made during the policy period</p> <p>The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.</p> <p>Under no circumstances can the Company cancel statutory Motor Third Party Liability insurance or any other compulsory insurance mandated by law except in case of double insurance or total loss/Cash loss.</p>

Cancellation due to Total Loss/Total Theft/ Cash loss of Vehicle/ Double insurance

In the event of lodgment and settlement of a total loss claim of any nature including theft and constructive total loss/ cash loss, the company will refund the Own damage and liability section premium in full (where the risk has not yet incepted). There would no refund for the premium related to lapsed period before the Cancellation effective date).

Cancellation of Policy in Double Insurance

In the event of cancellation of policy due to double insurance, the company will refund the Own damage and liability section premium in full where the Risk has not yet incepted. In the event where policy is in-force (risk has incepted), premium will be refunded as follows:

SL no	Scenarios	Same Risk start date (RSD)	Different Risk start date (RSD)	
			First policy cancelled (on request of Insured)	Later policy Cancelled
1	Dual policy with similar cover issued by the company	Full Refund	1. Full refund - if request is received before RSD 2. Proportional Refund - If request is received after RSD.	Full
2	Dual policy with different Companys	Full Refund - If cancellation request is received within 30 days from RSD. Proportional refund - if request is received after 30 days from RSD	Proportional Premium Refund (Subject to minimum premium)	Proportional Premium Refund (Subject to minimum premium)

No refund of premium can be allowed for such cancellation if any claim has arisen on either of the policies when both the policies were in operation, but prior to cancellation of one of the policies.

	<p>Please note:</p> <p>No Motor Third Party Insurance may be cancelled by either the Company or the insured except on the following grounds:</p> <p>Double insurance</p> <p>Vehicle not in use anymore because of Total Loss or Constructive Total Loss</p> <p>Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.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</p>
9	<p>In case of total loss / constructive total loss /Cash loss/ Total theft of the vehicle, the claim will be settled at invoice price i.e amount paid by the insured / policyholder at the time of purchasing the vehicle, excluding subsidy amount, if included in the invoice, or the Insured declared value (IDV) whichever is lower, subject to terms and conditions of the policy and admissibility of claims</p>

Eligible Discounts

Insured will be eligible for maximum discounts on premium. Criteria for such discount may include but not limited to the following;

- Risk Segment
- Geographical Categorization
- Age of the vehicle
- Claims history
- Fuel Type

The below add-ons covers can be opted by the insured on payment of additional premium to eliminate the policy level exclusions.

- Depreciation waiver
- Cost of Consumables
- Engine Protect
- Tyre Secure
- Hydrostatic Cover
- Wrong Fuel Cover

Claim Procedure

The insured should intimate The Company within 15 days in case of OD (partial loss and complete loss) and within 24 hrs in case of theft and fire claims of the happening of loss or damage. The Company may, in its sole

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discretion, condone the delay in notification of claim on merit where the delay is proved to be beyond Insured's control, and the insured provides the Company with the reasons for delay in writing along with reasonable proof.

Reasons for delay which can be taken into consideration:

- a. If the insured or his family members are grievously injured in the accident with hospitalization
- b. If there is a death due to accident.
- c. In case the Insured has any medical emergency and hospitalization.
- d. Any other reasons which can be proved that they were beyond the insured's control in intimating the claim.

Note: Mere confiscation of the vehicle by police due to accident will not be considered as a valid reason for delay.

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.

Admissibility of Claims - LOSS OF OR DAMAGE TO THE VEHICLE INSURED

- The principle of indemnity is a basic rule of insurance that says the insurer will only pay for the actual loss suffered by the insured. The insurer will not pay for any loss that is not covered by the policy or for any loss that is not actually suffered by the insured.
- Examples of willful negligence
Reckless driving and driving while impaired by drugs or alcohol can fall under willful negligence, especially in cases of severe impairment. Any driving under the influence of drug / alcohol or any other intoxicant can render the claim to be inadmissible. Other examples include a lack of care while transporting hazardous cargo by driving recklessly or failing to secure those loads properly.
- Neglect of critical vehicle maintenance could face a willful negligence claim. For example, driving on brakes with 10 percent of their pads left and failing to repair them could result in a driver facing a higher negligence degree, like gross or willful negligence.
- Not engaging handbrake in a four wheeler or vehicle equipped with handbrakes driving through inundated streets, not maintaining the vehicle properly and driving with worn out brakes or tyres leaving the keys inside the vehicle or in a place which is not protected
- Motor vehicle accidents involving willful negligence can overlap with product liability. If a car has defective safety equipment, and the manufacturer knew or should have known of its possible impacts, that manufacturer may be held to a willful negligence standard.
- Proximity Check - Close proximity cases: - if the date of loss is within 30 days of commencement of cover, then the claim can be scrutinized before being investigated. However, this is not compulsory to investigate. If there is proof of the damage being old and accumulated the claim can be processed after approval from the approving authority.

- Period – The validity of the Insurance policy will be checked to ensure that the insurance is in force. The system validations are in place to check the period of insurance and not allow any claim to be processed beyond coverage period
- Peril – The cause of loss based on which the claim is made should be covered.
- Property - The Deceased person should be insured under the policy. The Registered Owner Name on RC / Policy / Pan Card / Aadhar Card should match. In case of minor differences, the same needs to be endorsed. If the difference is major, the same would be sent for further deliberation.
- Place – The location of the loss should be covered.
- Insurable Interest - The property insured, and the policy needs to be in the same name and the physical position of the vehicle should remain with the registered owner. However, if physical ownership is changed by entering into some agreement or by transfer where policy is not transferred it is treated as breach of Insurable interest. And the claim can be denied if it breaches the timelines of 15 days from any such transfer of vehicle.
- Verification of Premium Receipt is carried out at Our end. When a Payment is made through cheque or online mode, there is a possibility of return due to various factors including server errors. If the Premium is not received in advance, the policy becomes void. Systems are in place to check this validation.
- Cause of Loss and the sustained damages will be evaluated by the appointed surveyor which will be verified further by Technical Team of Insurer. In case of any mismatch in the same for particular damage or damage in entirety can be denied.
- All relevant document Validity w.r.t Loss date and Loss Time would be verified
- Current damages will be verified with Pre-inspection photos and Previous claim if any. The same will be allowed only for fresh damages and not repeated / old / pre existing. It can be a pro rata settlement as there are existing damages present in the same panel based on indemnity principle.
- Verifying the validity of Previous policy- Claim will be allowed if Previous policy details found valid as per previous insurer records.
- NCB verification, - If no claim is made in previous policy / policies preceding previous year, bonus in terms of discount is provided based on the number of years no claim has been preferred. If any misrepresentation on NCB is made in terms of eligible slab of NCB, the % misrepresented plus 10% will be deducted from claim amount.
- If there is a delay in intimation which leads to deterioration of Vehicle, then the same will be excluded from assessment.
- In Case of any discrepancy the claim may be referred for fact finding / forensic analysis / accident reconstruction etc.
- Claim would not be repudiated in part or full if the breach of warranty or condition is not relevant to the nature or circumstance of loss and on account of any delay on part of policyholder provided the delay does not result in increase in amount of loss

Precaution to be taken with vehicle

1. The vehicle should not be left unattended without proper precautions taken to prevent further loss or damage.
2. The vehicle should not be driven before the necessary repairs are affected, as any extension of the damage or any further damage is not payable under the policy.
3. Driving the vehicle after an under carriage damage and parking the vehicle at places which are not authorized or not frequented by people or vehicles without any precautions will be considered as gross negligence

4. The vehicle should be always parked as mentioned in Owner's Manual provided by Manufacturer. If the vehicle is parked at unguarded and unsecured place regularly will be considered on non standard basis.
5. Avoid water logging areas. Please follow the safe water level for driving as per owner's Manual.
6. The vehicle should be maintained in roadworthy condition. Brake Pads/Shoes should be replaced before it reaches the limit. Oil changing to be done as prescribed.
7. Periodic maintenance should be carried out as recommended by the OEM.
8. If the vehicle stops in water do not start the vehicle or try to jump start or push start the same without professional guidance. Please note water needs to be taken out through spark plug, or injectors depending on fuel type and no rotation of engine should be done before the said repairs.
9. In case of vehicle being declared Constructive Total Loss/ Total Loss/ Net of Salvage, the same can be shifted to a safe custody till further process.
10. The keys including the duplicate should be kept in safe custody as keys also have immobiliser facility to evade theft. In case you lose the key, get the keys replaced and recoded. Any loss of key needs to be informed to the insurer immediately.
11. Duplicate keys should not be made as this may cause vulnerability of theft.
12. Duplicate keys should not be with the vehicle.
13. Changes should not be made to the seating capacity or any alternation / modification should not be carried out in contravention to MV act/ rules

List of Documents

- Claim Form
- Vehicle Registration Certificate (RC Book),
- Driving Licence of Driver at the time of Loss
- Estimate
- Address Proof- Electric Bill / Voter Card/ Passport / Adhar Card
- Identity Proof- Adhar Card / Pan Card
- CKYC form
- Discharge cum Satisfaction Voucher
- Payment Receipt (If non cashless case)
- Neft Mandate Form / Cancel CTS Chq / Passbook
- Police FIR copy (in case of Full theft or TP injury) and also in case of any malicious act
- Panchanama (in case of Partial Theft or TP injury)

- Postmortem Report (In case of driver death)
- MLC report (In case of Driver / passenger Injury/Driver death)
- Repair Bill (After completion of repair work)

*If TP injury

- Above documents with Police FIR copy, Panchnama copy, MLC report

*If Driver death

- Above product wise basic documents with Police FIR copy, Panchnama copy, MLC reports, Post Mortem report

Additional Document for Total Loss / Constructive Total Loss Motor OD Claims If opted RTI cover-

- Original Sale Invoice in Name of Insured, Notarised Consent

For Hypothecated cases-

- Loan Account Statement, NEFT details of Loan Account, Foreclosure Letter

If no Hypothecation Or after Loan Closer

- Bank NOC and Form 35 duly stamped and signed by Financer, Notarized Consent from Insured

Please Note-

- Insured and Driver Google Timeline, Fast Tag Statement, Toll receipts will require to confirm Loss Place date, time
- In case of 2nd owner without Hypothecation then may require ITR copy.
- Any other requirement on basis of merits of claim then we will inform you accordingly

Standard claim evaluation process - LOSS OF OR DAMAGE TO THE VEHICLE INSURED

1. Intimate the claim through the various channels available for intimation.
2. Get the spot survey done by informing USGI toll free numbers in case the vehicle is Goods carrying or passenger carrying. In case of PVT vehicle if possible, take photograph at the spot along with the details of other vehicle involved.
3. Submit duly filled and signed claim form. Please mention the correct cause of loss.
4. Loss falling within the definition of named peril in the policy will be covered for any insurance claim.
5. Furnish all information and documentary evidence as required.
6. It is recommended to submit an estimate of repair to ascertain the cost of parts which keeps on changing. In absence of the same the surveyor can prepare an estimate as per the last available price.
7. The Company will appoint a surveyor immediately after receipt of intimation to assess the loss as per IRDAI guidelines.
8. The surveyor shall inspect the damaged vehicle, discuss the cost of repair or replacement with the repairers and submits his report to the insurance company having assessment as below criteria
 - a. If replacement with OEM Parts -Assessment will be as per actual Rate by applying depreciation
 - b. If repairing carried with replacement of OES Parts (Original Equipment supplier – generally part rates are 30% of OEM)- Assessment will be 30% less on OEM part rate by applying depreciation
 - c. If repairing carried with replacement of Non-OEM / Non OES Parts by Insured- Assessment will be 50% less on OEM part rate without applying depreciation.
9. In case of theft, immediately inform the police authorities and Insurance company as well
10. If the repair bill amt paid directly to the repairer, then the bill in the name of Universal Sampo GIC Ltd. with proper GSTIN number available with all the offices is necessary. Insured can reimburse with the amount on submission of a receipt and bill from the repairer.
11. Wherever possible click spot photos of vehicle after accident with photos of other involved vehicles etc.
12. Vehicle will be declared Constructive Total Loss where the aggregate cost of repairs exceeds 75% of IDV mentioned in the Policy. If the vehicle has not suffered extensive structural damage and can be repaired using reconditioned / OES Parts without affecting the structural integrity of the vehicle the same can be sold with RC and if the structural integrity is compromised the same should be sold without RC. The vehicle can be retained by Insured by opting for cash loss settlement where wreck value will be deducted from the IDV and rest amount will be paid after deduction of compulsory excess.
13. The Company may offer replacement of same Make and Model in case the model is discontinued OR The vehicle ownership sequence is greater than one.
14. The CTL will be decided based on the safety parameters which includes structural panel, crumple zones safety equipment fitted in the vehicle, water contamination due to inundation. Any deviation in the same by opting for substandard repairs will not be considered for determination of the liability.
15. Salvage will not be deducted for any repair basis claim/partial loss claim. However, Salvage can be collected by authorized vendor or USGI officials.

THIRD PARTY CLAIMS IMMEDIATE ACTION AFTER ACCIDENT:

- a. Give immediate written notice to the insurance company about an accident to third party within 30 days.
- b. Furnish all information and documentary evidence as the insurance company may require for future action.

- c. At the same time, you should be submitting a claim form along with relevant documents and information about the third-party victim.
- d. On receipt of intimation form Court / MACT / EC Court, a competent Advocate from the company's panel may be appointed.
- e. On receipt of notice from any authority pertaining to the said accident to be duly informed to the insurance company along with received documents.
- f. No offer or promise to be given by the insured to third party without the written consent of the insurance company.

Admissibility of Claims - PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

- The principle of indemnity is a basic rule of insurance that says the insurer will only pay for the actual loss suffered by the insured. The insurer will not pay for any loss that is not covered by the policy or for any loss that is not actually suffered by the insured.
- Examples of willful negligence
Any driving under the influence of drug / alcohol or any other intoxicant can render the claim to be inadmissible.

The claims would be admissible based on the following principles

- Period – The validity of the Insurance policy will be checked to ensure that the insurance is in force. The system validations are in place to check the period of insurance and not allow any claim to be processed beyond coverage period
- Peril – The cause of loss based on which the claim is made should be covered.
- Property - The Deceased person should be insured under the policy. The Registered Owner Name on RC / Policy / Pan Card / Aadhar Card should match. In case of minor differences, the same needs to be endorsed. If the difference is major, the same would be sent for further deliberation.
- Place – The location of the loss should be covered.
- Insurable Interest-The Registered owner must be insured, and the policy needs to be in the same name and the physical position of the vehicle should remain with the registered owner. However, if physical ownership is changed by entering into some agreement or by transfer where policy is not transferred it is treated as breach of Insurable interest. And the claim can be denied if it breaches the timelines of 15 days from any such transfer of vehicle.
- Verification of Premium Receipt is carried out at Our end. When a Payment is made through cheque or online mode, there is a possibility of return due to various factors including server errors. If the Premium is not received in advance, the policy becomes void. Systems are in place to check this validation.
- All the facts finding would be carried out by the Investigators.
- All relevant document Validity w.r.t Loss date and Loss Time would be verified
- The claim intimated should not be in contravention to MV Act/ rules

Standard claim evaluation process - PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

1. Intimate the claim through the various channels available for intimation.
2. Submit duly filled and signed claim form by Nominee / Legal Hier. Please mention the correct cause of loss.
3. Loss falling within the definition of named peril in the policy will be covered for any insurance claim.
4. Furnish all information and documentary evidence as required.
5. The Company will appoint Investigator immediately after receipt of intimation for Facts Finding.
6. The investigator will visit to Person who intimate the claim for facts finding.
7. In case of Permanent Total Disablement as per Policy Terms / Death- immediately inform the police authorities and Insurance company as well.

List of Documents - PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

- Claim Form,
- Policy Copy,
- Vehicle Registration Certificate (RC Book),
- Fitness, permit, authorization, road tax (For Commercial vehicles). In addition load challan would be required for GCV and MISC D.
- Driving Licence of Insured at the time of Loss
- Driving Licence of Driver at the time of Loss
- Driving License Extract copy of Driver at the time of Loss
- Driving License Extract copy of Insured at the time of Loss
- Address Proof of Insured- Electric Bill / Voter Card/ Passport / Adhar Card
- Identity Proof of Insured - Adhar Card / Pan Card
- CKYC form of Nominee.
- Address Proof of Nominee / Legal Hier - Electric Bill / Voter Card/ Passport / Adhar Card
- Identity Proof of Nominee / Legal Hier:- Adhar Card / Pan Card
- Nominee Relation Proof (for example Ration Card/Marriage Certificate)
- Nominee Written Statement
- Witness Statement with Identity Proof and Address Proof
- Discharge cum Satisfaction Voucher signed by Nominee / Legal Hier
- Neft Mandate Form / Cancel CTS Cheque / Passbook of Nominee / Legal Hier
- Police FIR copy , GD Entry
- Puchanama
- Postmortem Report (In case of Driver death)
- MLC report (In case of Driver / passenger Injury/Driver death)
- Final Report or Final Charge Sheet If(FIR)
- Insured Death Certificate
- Hospital records if any.

Turn-around time (TAT) for claim settlement:

- **Loss of or damage to the vehicle insured**

Surveyor appointment- within 24hrs from Claim Intimation

Survey Completion- within 24hrs of Surveyor appointment

Surveyor report submission- within 15 days from Date of Survey

Settlement / Claim decision- within 7 days from date of receipt of surveyor report

Claim Payment to Insured in case of Non-Cashless – Claims shall be settled within 15 days of receipt of or the last relevant and necessary document.

- **Personal accident cover for owner-driver**

Investigator appointment- within 24hrs from Claim Intimation

Investigator First Visit- within 24hrs of Investigator appointment

Investigators report submission- within 15 days from Date of First Visit.

Settlement / Claim decision- within 7 days from date of receipt of Last Document

Claim Payment to Nominee / Legel Hier –Claims shall be settled within 15 days of receipt of the last relevant and necessary document.

Escalation Matrix

- Level 1: contactclaims@universalsompo.com
- Level 2- grievance@universalsompo.com
- Level 3- gro@universalsompo.com

Note: Please include Your Policy number for any communication with us

Grievances:

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, you can address Your grievance as follows:

Step 1: Contact Us

Write to us at:

Universal Sampo General Insurance Co. Ltd.

Unit No. 601 & 602, 6th Floor,
Reliable Tech Park, Thane- Belapur
Road, Airoli, Navi Mumbai, Maharashtra

E-mail Address:

contactus@universalsompo.com

Toll Free Numbers: 1800-22-4030 **OR**

1800-200-4030

Senior Citizens toll free number:

1800-267-4030

Step 2: Grievance Cell

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Universal Sampo General Insurance Co. Ltd.

Unit No. 601 & 602, 6th Floor, Reliable Tech Park,
Thane- Belapur Road, Airoli, Navi Mumbai,
Maharashtra - 400708

E-mail Address:

grievance@universalsompo.com

Visit Branch Grievance Redressal Officer (GRO) - Walk into any of our nearest branches and request to meet the GRO.

- We will acknowledge receipt of your concern immediately.
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response.

Step 3: Chief Grievance Redressal Officer

In case, you are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, you may write or email to:

Motor Passenger Carrying Vehicle UIN: IRDAN134RP0008V02200809

Universal Sampo General Insurance Co. Ltd.

Unit No. 601 & 602, 6th Floor, Reliable Tech Park,
Thane- Belapur Road, Airoli, Navi Mumbai,
Maharashtra - 400708

E-mail Address:

gro@universalsampo.com

For updated details of grievance officer, kindly refer the link <https://www.universalsampo.com/resource-grievance-redressal>.

Step 4: Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any.

Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at <https://www.gicouncil.in/>, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: <https://www.cioins.co.in/Ombudsman>.

Note: Grievance may also be lodged with IRDAI <https://bimabharosa.irdai.gov.in/>

Note: Please include Your Policy number for any communication with us.

Insurance is the subject matter of solicitation. Please read the sales brochure carefully before concluding a sale.

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

Any person making Default in complying with the provisions of this section shall be punishable with fine which may extend to Ten Lakhs Rupees.