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# STANDARD POLICY FORM FOR MOTOR TRADE INTERNAL RISKS Prospectus

## **REGISTERED & CORP OFFICE:**

Universal Sompo General Insurance Company Limited: 8<sup>th</sup> Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063.

**Contact US:** 

**24/7 Customer Care:** Toll free Nos: 1800 - 22- 4030 or 1800-200-4030 Email: <u>contactus@universalsompo.com</u> Website: <u>www.universalsompo.com</u>

IRDAI Registration Number:134 CIN: U66010MH2007PLC166770



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 the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance:

## NOW THIS POLICY WITNESSETH

That in respect of accidental loss or damage occurring during the period of insurance and subject to the Terms Exceptions and Conditions contained herein or endorsed hereon:

### **SECTION I - DAMAGE**

Subject to the Limits of liability the Company will indemnify the insured against damage to any insured vehicle (including its accessories whilst thereon) the property of the insured or any member of the insured's family or household caused by accidental, external and visible means and occurring in or on the premises.

The Company may at its own option repair, reinstate or replace such vehicle or any part thereof or its accessories or may pay in cash the amount of the damage.

### **EXCEPTIONS TO SECTION I**

The Company shall not be liable to pay

- (a) for loss of use, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages.
- (b) for damage to tyres by application of brakes or by punctures, cuts or bursts.

### **SECTION II - LIABILITY TO THE PUBLIC RISKS**

Subject to the Limits of liability as laid down in the Schedule hereto the Company will indemnify the insured against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of

1) accidental death of or bodily injury to any person other than a person in the insured's service or a member of the insured's family or household.

2) accidental damage to

(a) any insured vehicle (including its accessories whilst thereon) held in trust by or in the custody or control of the insured.

(b) other property not being property belonging to or held in trust by or in the custody or control of the insured occurring in on or about the premises through the negligence of the insured or any person in the service of or acting on behalf of the insured or by or through any defect in

The Company will pay all costs and expenses incurred with its written consent.



In the event of death of the insured the Company will in respect of the liability incurred by

him indemnify his legal personal representatives in terms of and subject to the limitations to the policy provided that such representatives shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they can apply.

## **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

## **GENERAL EXCEPTIONS**

The Company shall not be liable in respect of

- A. any accidental loss damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war, riot strike mutiny rebellion revolution insurrection military or usurped power or by any direct or indirect consequences 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 said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- B. damage to property caused directly or indirectly by fire or explosion.
- C. any consequence of burglary, housebreaking or theft or any attempt thereat.
- D. damage to property sustained while it is being worked upon and directly resulting from such work.
- E. any defective workmanship.
- F. death injury or damage resulting from the driving elsewhere than in or on the premises of any vehicle by the insured or any person in the service of or acting on behalf of the insured.
- G. damage to any motor vehicle or its accessories caused by weather conditions.
- H. any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or consequential loss.
- 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 purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- J. any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### DEDUCTIBLE

The Company shall not be liable under Section -I of this Policy in respect of the deductible stated in the schedule in

respect of each and every claim.



## CONDITIONS

- 1. This Policy and the Schedule shall be read together as one contract 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 such specific meaning wherever it may appear.
- 2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- 3. In the event of any occurrence which may give rise to a claim under this Policy the insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and/or process shall be forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any occurrence as aforesaid.
- 4. No admission offer promise payment shall be made by or on behalf of the insured without the consent of the Company which shall be entitled if it so desires to takeover 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 damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the insured shall give all such information and the assistance as the Company may require.
- 5. The insured shall use care in the selection of competent employees and shall take all reasonable steps to safeguard from damage the property in respect of which indemnity is hereby granted and to maintain the premises in good repair and the Company shall have free access at all reasonable times to the premises and to examine by their authorized representative any vehicle insured hereunder.
- 6. The first premium and all renewal premiums that may be accepted are to be regulated partly upon the amount of wages salaries and other earnings paid by the insured to employees during each period of insurance. The name of every employee together with the amount of wages salaries and other earnings shall be properly recorded and the insured at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of insurance within one month from the expiry date of such period of insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or subject to the Company's usual scale of minimum premium by a refund by the Company as the case may be. In the event of any extension or alteration of the premises during the currency of this Policy the insured shall immediately notify the Company thereof and shall pay to the Company any adjusted premium required in respect of such extension or alteration.

## 7. CANCELLATION

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

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

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.

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.

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:

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

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.

### Please note:

No Motor Third Party Insurance may be cancelled by either the Company or the insured except on the following grounds:

Double insurance

Vehicle not in use anymore because of Total Loss or Constructive Total Loss

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

8. If at the any time any claim arises under this Policy there is any other existing insurance covering the same damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss damage compensation costs or expenses.



- 9. At any time after the happening of any event giving rise to a claim or series of claims arising out of one cause the Company may pay to the insured the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid) or any less amount for which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.
- 10. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators-one to be appointed by each of the parties to the dispute / difference and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996.
  - A. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained:

- B. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 11. The due observance and fulfillment of the terms exceptions conditions and endorsements of this Policy in so far as they relate to anything to be done or not to be done by the insured and the truth of the statements and the answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## **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 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.

## 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.

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- 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

## • Policy Servicing – Claim Intimation and Servicing

- Toll free numbers: 1800-22-4030 / 1800-200-4030, Senior citizen number: 1800-267-4030
- Website: www.universalsompo.com
- Pulz app from Play Store

## LOSS OF OR DAMAGE TO THE VEHICLE INSURED

• Turn-around time (TAT) for claim settlement:

<u>Surveyor appointment</u>- within 24hrs from Claim Intimation <u>Survey Completion</u>- within 24hrs of Surveyor appointment <u>Surveyor report submission-</u> within 15 days from Date of Survey



# <u>Settlement / Claim decision</u>- within 7 days from date of receipt of surveyor report <u>Claim Payment to Insured in case of Non-Cashless</u> –

Claims shall be settled within 15 days of receipt of the last relevant and necessary document.

# • Claim Procedure

- 1. Intimate the claim through the various channels available for intimation.
- 2. Get the spot survey done 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 Sompo 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.

# LIABILITY TO THIRD PARTIES CLAIM PROCESS

- 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.

## **List of Documents**

- Claim Form,
- Form 17- Trade Certificate
- Purchase Invoice,
- Estimate,
- Transport Document,
- Gate Pass copy,
- Gate Register Stockyard,
- Gate Register- Showroom,
- Form 19 -Register to be maintained by the Holder of Trade certificate
- Driving License
- Address Proof,
- Identity Proof,
- CKYC form,
- Discharge cum Satisfaction Voucher,
- Payment Receipt in non-cashless cases
- Duly signed Neft Mandate form / Cancel CTS Cheque / Bank Passbook
- Repair Bill- Repair Bill in the name of Universal Sompo GIC Ltd. With proper GSTIN number available with all the offices.

## \*If TP injury –

Above documents with Police FIR copy, Punchnama copy, MLC report.

### \*If Driver Death –

Above documents with Police FIR copy, Punchnama copy, MLC reports, Postmortem report

**Pis Note**- \*Driver Google Timeline, Fast Tag Statement, Toll receipts will require to confirm Loss Place date, time. \*Any other requirement on basis of merits of claim then insurer may ask for additional document if any.

### • 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 Sompo General Insurance Co. Ltd.

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708 E-mail Address: contactus@universalsompo.com

For more details: www.universalsompo.com **Toll Free Numbers:** 1800-22-4030 1800-200-4030

Senior Citizens toll free number: 1800-267-4030 OR



### 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 Sompo 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

For more details: www.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:

#### Universal Sompo 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@universalsompo.com

For more details: www.universalsompo.com

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

#### 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 <u>www.irdai.gov.in</u>, or of the General Insurance Council at <u>https://www.gicouncil.in/</u>, the Consumer Education Website of the IRDAI at <u>http://www.policyholder.gov.in</u>, 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: <u>https://www.cioins.co.in/Ombudsman</u>.

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.