



Stand-Alone Motor Own Damage Policy - Two Wheeler

UIN: IRDAN134RP0002V01201920
PROSPECTUS

UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED
REGISTERED OFFICE:

**8th Floor & 9th Floor (South Side), Commerz International
Business Park, Oberoi Garden City, Off Western Express
Highway, Goregaon East, Mumbai 400063**

24/7 CUSTOMER CARE NUMBER: 1-800-224030/1800-200-430

EMAIL: contactus@universalsompo.com

WEBSITE: www.universalsompo.com

IRDA of India Registration Number: 134

CIN: U66010MH2007PLC166770

Universal Sampo's Two-Wheeler Insurance Policy covers Vehicles used for social, domestic and pleasure purposes and also for professional purpose (excluding carriage of goods other than samples) of the insured or used by insured's employees for such purpose but excluding use for hire or reward, 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.

- 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.

Extent of Insurance Covers

Cover Selected	Sum Insured Limit
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 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

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

Add-on Covers Available:

1) Depreciation Waiver

In the case of an accident leading to a partial loss,

Plan a: there will be No depreciation charged on the cost of the parts to be necessarily replaced.

Plan b: 75% waiver of currently applicable depreciation for Rubber /Nylon/Plastic parts/Tyres/Tubes/Battery/ Air bags/Fibre glass parts.

Plan c: 50% waiver of currently applicable depreciation for Rubber /Nylon/Plastic parts/Tyres/Tubes/Battery /Air bags/Fibre glass parts-applicable for vehicles above 5 years of age and not above 7 years.

Conditions:

1. The add on as per Plan a, Plan b 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 add on as per Plan c is available for vehicles over 5 year old subject to the vehicle not being older than 84 months counting from the date of invoice or date of registration of the vehicle , whichever is earlier.
3. The add on is available to all classes of Motor Vehicles.
4. Applicable only for repairs undertaken at designated authorized garages of manufacturers.
5. Obsolete vehicles shall not be provided the add on covers .However, Corporate Office may allow providing the same in exceptional cases by charging a loading of 20%

Deductible:

Compulsory excess and Voluntary excess shall prevail as per provisions of erstwhile Indian Motor Tariff. Subject otherwise to terms, conditions, limitations and exclusions of the Policy.

2) Return to Invoice

The IDV shall be taken as the On Road Price which is defined as Manufacturer's Selling Price of the vehicle + Road Tax + Registration Charges as applicable for the class/make model of the vehicle as supported by the invoice of original purchase issued to you by the insured and documents in support of the charges payable under the head Road Tax and Registration Charges. In event of a claim for your vehicle being a Total Loss /Constructive Total Loss due to an accident or theft during the period of insurance and not being recovered, we will pay the lowest of the On Road Price of the vehicle at the time of original purchase or the IDV as defined above or the current replacement price (on road) in case exactly the same make / model is available.

Conditions: You are the registered owner of the motor vehicle

1. Claim is deemed to be Constructive Total Loss if aggregate cost of repairs and retrieval exceeds 75% of the IDV.
2. The add-on is available subject to the vehicle not being older than 60 months counting from the date of invoice or the date of registration of the vehicle whichever is earlier.
3. The financiers" "No Objection" shall be available for above.

4. The Add on shall prevail only if the Total Loss /Constructive Total Loss claim is admissible under the Policy.
5. Not available for Imported vehicles i.e. fully built up units imported from overseas.
6. The new vehicle should be insured with USGIC.

Specific Exclusions:

No coverage under this add on is available if stolen vehicle is recovered within 90 days of theft

1. Cost of accessories (electrical/ electronic /non electrical) installed by You and or installed bi -fuel kits not insured at inception of the policy.
2. This shall not include any facilitation charges paid to any intermediary/ dealer for getting the vehicle registered.
3. Models declared obsolete (out of production) shall not be provided the Add on.

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

3) Key Replacement Clause

Covers the

- (a) cost (locksmith cost) to replace the locks and keys if the vehicle is broken into or stolen and recovered
- (b) the labour charge for opening the car if you have lost the keys or
- (c) cost of the replacing your car keys which are stolen or lost.

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

4) 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 the company hereby extends the Policy to cover expenses incurred by the Insured towards replacement of consumable items, in the event of damage to the Insured vehicle and/or to its insured accessories, arising out of any peril as covered under Section 1 of the Policy. For the purpose of this endorsement, Consumable items refer to those articles or substances which have specific uses and when applied to their respective uses are either consumed totally or are rendered unfit for continuous and permanent use.

Such consumable Items may include but are not limited to nut, bolt, screw, washers, grease, coolants, lubricants, engine & other oils, clips, ac gas, bearings, battery water, filters, sealants, gaskets, tyres. However fuel is excluded under the Policy coverage.

Special Conditions:

- a) The vehicle is not older than 5 years counted from date of first registration.
- b) Claim under this section is payable only if the Claim under Section 1 of the policy is admissible and payable.
- c) The coverage is restricted to 1% of the IDV or 5% of total claim amount whichever is less.

d) The consumables not associated with admissible Own Damage under Section 1 of the policy shall not be covered.

e) We will entertain coverage of Consumables in only one claim during the policy period

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

5) Secure Towing (Higher Towing & Removal Costs)

In the event of the vehicle being disabled by reason of loss or damage covered under this policy and not being able to move on its own power, the Insurer will bear the reasonable cost of removal (over and above the limits as provided by the India Motor Tariff) to the nearest repairer and redelivery to the Insured.

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

6) Engine Protector

In consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to indemnify the Insured for expenses incurred in repair or replacement due to consequential damages arising out of :-

- a. Water ingress due to flood/inundation,
- b. Leakage of lubricating oil leading to loss or damage to Engine Parts, Gear Box Parts Of the Insured's vehicle due to external accidental means.

Provided always that:

1. For the purpose of this add-on, „Consequential Damage“ would mean “the damage more specifically expressed hereinabove caused to an insured vehicle not arising directly from an insured peril but as a direct consequence to the same”.
2. Repair or replacement of the internal child parts of the engine such as pistons, connecting rods, crank shaft and cylinder head.
3. Repair or replacement of the internal parts of the gear box such as gears or shafts in the gear box housing.
4. Labour cost incurred by insured to overhaul the damaged engine and gear box.
5. In case of an accident, payment under this add-on would be made only when there is evidence of under carriage damage to Engine Parts and/or Gear Box Parts leading to oil leakage and resulting into damage to covered parts as mentioned above. The Loss or damage is not payable under Motor Insurance Policy.
6. This cover is available only for New vehicles and vehicles up to 7 years old that are currently being manufactured and are not obsolete.

Exclusions:

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

1. 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.
2. 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.
3. Claims where the repair has been carried out without prior approval of the Company.
4. Depreciation of the replaced parts.
5. Losses caused by any faults or defects existing at the time of inception of the Policy within the knowledge of the insured.
6. Delay of more than seventy two 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.

7. Break down of any other assembly(s) in the insured vehicle, as the consequence of the cover mentioned above.
8. Any claim which is intimated to the Company after 30 days of the happening of loss or damage provided that the Company may, in its sole discretion, condone the delay in notification of claim on merit if the insured provides the Company with the reasons for delay in writing.
9. Any claims related to loss or damage due to wear and tear.

Conditions

1. The first two claims under the Add-On shall be payable.
2. 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.
3. Loss due to leakage of lubricating oil shall be considered, provided there are visible evidences of external accidental damage/damages to the engine or respective assembly

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

7) NCB Protector

Notwithstanding anything to the contrary contained in the Policy and in consideration of the payment of an additional premium of by the Insured, it is hereby agreed and declared that the Insured will be entitled to No Claims Bonus as per Table, under Section I - "Loss or Damage to the Vehicles Insured" of the Motor Two Wheeler Insurance Policy.

NCB Protector Motor Add On can be sold with its existing product, Motor Two Wheeler Insurance Policy. This add-on cover protects the NCB discount which the policyholder is eligible upon renewal for the next policy year, otherwise which would be lost, in the event of claim/s made in the policy year. Hence, if this cover is purchased then even if the claim/s is/are availed during the policy year, the policy year will be treated as a claim free year; provided that the number of claims availed in the year are not more than two.

Thus, if any claim/s has been filed or availed in the current policy year then the policyholder will still be eligible to receive the NCB discount on the renewal of the current policy provided:

1. The NCB Protector Add-on cover was opted for in the current policy year along with the base Motor OD cover
2. Not more than 2 claims have been filed in the previous policy year
3. NCB discount would be available only if the policy is renewed with the company
4. NCB will be protected only if the policy is renewed within 90 days of the expiry of the previous policy.

Exceptions:

1. NCB is wrongly claimed in a policy – Insured not eligible for NCB
2. Any OD Claim fraudulently made
3. Any misrepresentation/concealment of facts resulting in a claim or leakage of premium

Under this add-on cover, the following will be the rating factor:

1. Insured Declared Value
2. Type of Vehicle
3. NCB Discount Level for the next year at the time of purchase of Policy

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

8) Daily Cash Allowance Benefit

We will pay you a Daily Cash Allowance as per the following table in case your vehicle is laid up in an authorized garage/ service station for repairs of accidental damages covered under the Policy and the vehicle is essentially required to be laid up for more than 3 days at the garage. The benefit shall be limited to total 5 of days in excess of the 3 days for accidental damage claims. In case of theft of vehicle the allowance is available up to 10 days with an excess of one day only.

Allowance per day		
IDV	Metros	Non Metro
Up to 30000	500	250
Above Rs.30,000/- and up to Rs.50,000/-	750	500
Above Rs.50,000/- and up to Rs.1 Lac	1000	750
Above Rs.1 Lac	1500	1000

Conditions:

- The vehicle is not over 5 years old counting from date of first registration/invoice whichever is earlier.
- The claim for accidental damages is payable under the Policy.
- The benefit ceases the day the vehicle is ready for delivery after covered repairs.
- In case of theft and recovery before expiry of 10 days the benefit shall be payable till the date of such recovery only.

Exclusions:

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

Deductible:

- 3 days in case of accidental repairs
- 1 day in case of theft of vehicle

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

9) Road side Assistance Cover

In consideration of the payment of additional premium as specified in rating document for this add on cover it is hereby understood & agreed that, We shall provide the Insured Vehicle with below mentioned services

Universal Sampo Road Side Assistance for Two wheelers				
S.N.	Scope of Service	Call Coordination/ Access	Cost to customer	Additional Chargeable to the customer (if applicable)
1.	24 X 7 Road side repair assistance			
	24 X 7 Road side repair assistance within 30 minutes of receiving call for the registered vehicle.	Included	Consumables to be charged at actual. E.g. in case of a	

			puncture repair the client pays for the puncture cost while service is free	
2	Towing facility			
	In the event if the registered vehicle breaks down and becomes immobilized while on the road, we will arrange assistance in making arrangement for the vehicle to be towed to the nearest authorized /designated garage if immediate repair on the spot is not possible.	Included	5 kms of vehicle to vehicle towing to the nearest workshop is free. All towing done by Cranes / Flatbeds are chargeable at actuals	Rs. 600/- for 20 kms post which Rs. 20/- per km.
3.	Repair on the spot (ROS)			
	In the event of registered vehicle breaks down due to any mechanical / electrical fault and immediate repair on the spot is deemed possible, we will arrange for assistance for the user by arranging for a vehicle technician to reach the breakdown location	Included	Included	Free within distance covered in our scope of services.
4	Puncture assistance			
	In the event of registered vehicle being immobilized due to flat tyre (puncture), our technicians will take the tyre to the nearest puncture shop and get the puncture repaired and affix it to the registered vehicle.	Included	Included	Free within distance covered in our scope of services across India
5	Emergency Fuel Delivery			
	In the event of registered vehicle running out of fuel, we shall provide the user with emergency fuel (up to 5 litres) at actual cost at the location of breakdown. (petrol only)	Included	Up to 5 litres at actual cost	Nil
6	Vehicle Key Lock Out Assistance			
	In the event the registered vehicle is immobilized due to vehicle keys misplaced, our technician shall try to start the vehicle without keys at the location of the event or will organize the spare key from the registered place within the same city to the location of the event.	Included	Included	Free up to distance covered within city.
7	Cab Service			
	If registered vehicle breaks down and cannot be repaired on the spot, we will arrange assistance by organizing a cab as an alternate mode of transport.	Included	Chargeable	Chargeable at Rs.500/- for 5 hours. Beyond will be charged at Rs.100/- hour/ Rs.8/- per Km
8	Tele Assistance, route Guidance & relay of emergency message			

In case there are some minor issues which can be resolved on call, the customer will be provided assistance on the call. Customer will also be provided Map & route Guidance & relay of urgent message.	Included	Included	Free within distance covered in our scope of services.
9	Accommodation		
If registered vehicle breaks down and cannot be repaired on the spot, we will arrange assistance by organizing for an accommodation (star rated at the nearest point possible, subject to availability)	Included	Chargeable	Accommodation chargeable at Actual
10	Shipment of Spares		
In event of registered vehicle needs Critical Spares to be repaired on the spot, we will arrange assistance to the user in reaching of spare parts to the location of the event	Included	Chargeable	Spares cost at Actuals

Special Conditions Applicable

1. One membership Kit is valid and services can be availed for the insured vehicle only.
2. Helpline service shall available within distance covered in our scope of services as mentioned above
3. It is mandatory for You to produce the helpline card to avail the services
4. If the vehicle is repairable on road towing/dropping will not be provided by Us.
5. Towing to the nearest service work station provided by cranes/ flat-bed vehicles shall be chargeable as mentioned as per above.
6. Only Petrol will be provided as fuel. Any other kind of fuel is outside the scope of cover
7. Tube repair services shall be provided at actual cost. However, the cost may vary as per area.
8. Key Lock out assistance shall be provided only on producing proper ownership documents and/or after necessary policy permission
9. Vehicles older than 10 years shall not be offered cover for this add-on
10. We will try and ensure to provide service within stipulated time of 30 minutes; however We will not be held responsible for any delay caused by conditions beyond Our control like traffic jams, riots, road block, out diversions rain etc.
11. Your card should be activated at time of availing services from us.
12. All disputes regarding this add-on are subject to Delhi jurisdiction only

Exclusions:

1. We will not be held liable for any claim arising due to death or injury of the customer or any other person or loss or damage to any other property caused due to equipment failure, breakdown, accident or fire on utilization of services during the validity of helpline services.
2. Helpline service shall not be valid for vehicles used for commercial purposes
3. For similar faults, services will not be provided more than twice consecutively/ Helpline service is valid for 4 service/ one year from the date of issue whichever is early
4. Any vehicle which has not been maintained regularly as per manufacturer guidelines and thus is not in roadworthy condition.
5. In any case, if the client/ beneficiary refuses to pay for the services offered on chargeable basis.
6. The state of intoxication or under the influence of alcohol, drugs, toxins or narcotics not medically prescribed.
7. Lack of permission or corresponding license for the category of the Covered Vehicle or violation of the sanction of cancellation or withdrawal of them.
8. Any vehicle not used for lawful purposes.

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

10) Accidental Hospitalization Clause for Family

This is a special clause for reimbursement of inpatient hospitalisation expenses incurred for accidental injuries suffered whilst travelling in the insured vehicle only. The cover is available as a single limit for all the named family members.

CONDITIONS:

1. The claim for accidental damages to insured vehicle should be payable as per Policy conditions.
2. Sum insured will range from Rs 100000 to Rs 500000 in units of Rs 100000.
3. Family shall mean –self, spouse and upto 2 dependent children of age not greater than 25 years.
4. Age limit for family members 65 years.
5. Condition of Contribution shall not be applicable, however expenses claimed under any other policy cannot be again claimed for, only excess expenses (not paid under the other Policy) can be covered herein. The Payment is irrespective or independent of the liability under the main Motor Package Policy.

WHAT WE EXCLUDE:

1. Hospitalisation/Domiciliary Hospitalisation expenses arising from all Diseases/ Injuries which are in Pre-existing Condition. Hospitalization/Domiciliary Hospitalization expense incurred on treatment of the Joint replacement unless need of same arises due to a covered accident
2. Injury directly or indirectly caused by or arising from or attributable to war, invasion, act of foreign enemy, war like operation (whether war be declared or not).
3. Circumcision unless necessary for the treatment unless required as a result of accidental bodily injury; plastic surgery except those relating to treatment of Injury
4. Cost of spectacles and contact lens or hearing aids.

5. Dental treatment or surgery of any kind
6. Convalescence, general debility, run down condition or rest cure, congenital external defects or anomalies, intentional self-injury and use of intoxicating drugs/alcohols.
7. Expenses on Diagnostic, X-Ray, or Laboratory examinations unless related to the treatment of Injury falling within ambit of Hospitalisation
8. Expenses on treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion or complications of any of these, including caesarean section and any infertility, sub fertility or assisted conception treatment.
9. Injury or Diseases directly or indirectly caused by or contributed to by nuclear weapons/material.
10. Any expense on treatment of Insured Person as outpatient only in a Hospital.
11. Any expense on Naturopathy, non-allopathic treatment and/or any treatments not approved by Indian Medical council Any expense related to Injury suffered whilst engaged in adventurous sports.
12. External medical equipment of any kind used at home as post hospitalisation care like wheelchairs, crutches, instruments used in treatment of sleep apnoea syndrome (C.P.A.P) or continuous peritoneal ambulatory dialysis (C.P.A.D) and oxygen concentrator for bronchial asthmatic condition, etc.
13. War, riots, strike, terrorism acts, nuclear weapon induced treatment.

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

11) Hospital Daily Cash Cover

In event of insured suffering from an accidental injury involving the insured vehicle leading to an hospitalization as an inpatient we will pay an amount of Rs 2000 per day of hospitalization for maximum up to 30 days. The payment shall be made post discharge from the hospital and on submission of documents in support of the hospitalisation.

Conditions:

1. The claim for accidental damages to insured vehicle should be payable as per Policy conditions.
2. There is an Option to include named family members by payment of additional premium for each member named.
3. Family shall mean –self, spouse and upto 2 dependent children.
4. Age limit for family members 65 years.
5. Condition of contribution shall not be applicable, however expenses claimed under any other policy cannot be again claimed for, only excess expenses (not paid under the other Policy) can be covered herein.

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

12) Loss of Driving License/ Registration Certification

In the case where the insured suffers a loss of Original Driving License or the Original Registration Certificate, we will provide compensation of up-to 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

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

13) Insurance at manufacturing selling price

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

Conditions:

1. The add-on 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 add-on is available to all classes of Motor Vehicles

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

14) Driving Train Protect

In consideration of the payment of additional premium paid by the Insured for this add on cover, it is hereby understood & agreed that the company hereby extends the policy to cover the consequential damage to the internal child parts of the engine , differential housing and /or gear box of the Insured Vehicle, arising out of:-

- (i) Water ingress,
- (ii) Leakage of lubricating oil and/or damage to engine, differential housing and/or gear box of the Insured Vehicle arising out of leakage of lubricating oil due to accidental means.

We will indemnify the Insured for the following:

1. Repair / replacement of the internal parts of the gear box such as gears or shafts in the gear box housing, bearings, gear oil & gaskets
2. Repair or replacement of the internal child parts of the engine such as pistons, piston rings, piston pins, connecting rods, crank shaft, valves, valve seat/ guides, nuts & bolts related to engine assembly, engine oil, gasket, sealant and cylinder head.
3. Repair or replacement of internally lubricated parts of differential housing eg: axle shafts, velocity joints, bearings, driving hubs, shafts, bearings, final drive housing, retainers, transaxle housing, supports
4. Labour charges incurred by the Insured to overhaul the damaged engine and/or gear box
5. Charges incurred for Engine cylinder re-boring, compression tests & requisite machining

Special Conditions:

The indemnity shall be subject to:

1. There being evidence that the Insured Vehicle suffered damage to the internal parts of the engine, differential and/or gear box due to water ingress when the vehicle got stopped in a water logged area.
2. There is visible evidence of under carriage damage to engine, differential and/or gear box leading to oil leakage and resulting into damage to internal parts of the engine and/or gear box.

Insured's Obligations:

1. Take all measures, safeguards and precautions to prevent any loss or damage and also avoid any aggravation of loss once the loss has been noticed by you
2. Immediately inform our toll-free no. to arrange for spot survey. The vehicle should not be shifted till the spot survey is done unless We advise you to do so.

3. The vehicle should be brought to our preferred garages or a manufacturers" authorised workshop only within 48 hours of the incident.
4. We will entertain only one such claim during a policy period under this coverage.

Specific Exclusions:

We will not be liable to indemnify the Insured for the following:

1. A loss that is covered under any manufacturer's warranty or recall campaign or under any other such package at the same time.
2. Loss of lubricating oil
3. Any consequential loss apart from the damage to the internal child parts of the engine, differential and/or gear box due to water ingress, leakage of lubricating oil and/or damage to engine and/or gear box arising out of leakage of lubricating oil due to accidental means.
4. Loss or damage including corrosion of engine, differential and/or gear box due to delay in intimation to the Insurer or delay in retrieval of the Insured Vehicle from the water logged area.
5. Loss due to wear and tear or depreciation

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

General Exclusions

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 <ol style="list-style-type: none"> 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	<ol style="list-style-type: none"> 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 any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.</p>

5	<p>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</p>
6	<p>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</p>
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>Cancellation due to Total Loss/Total Theft/ Cash loss of Vehicle/ Double insurance</p> <p>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 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).</p> <p>Cancellation of Policy in Double Insurance</p> <p>In the event of cancellation of policy due to double insurance, the company will refund the Own damage and 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:</p>

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 Companies	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)
9	<p>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> <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> <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>			

CLAIM INTIMATION

The Company would not be liable for any claim which is intimated to the company after 30 days of the happening of loss or damage provided that 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

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:

- If the insured or his family members are grievously injured in the accident with hospitalization
- If there is a death due to accident.
- 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
- Punchednama (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, Punchednama copy, MLC report

*If Driver death

- Above product wise basic documents with Police FIR copy, Punchednama 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.

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 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:

Customer Service 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:

contactus@universalsompo.com

For more details:

www.universalsompo.com

Toll Free Numbers: 1800-22-4030 OR
1800-200-4030

Senior Citizens toll free number: 1800-267-

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.

Customer Service 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

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 within 3 business days.
- 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

Customer Service 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@universalsompo.com

For more details:

www.universalsompo.com

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

Step 4: Insurance Ombudsman

Bima Bharosa Portal link : <https://bimabharosa.irdai.gov.in/>

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.ciains.co.in/Ombudsman>.

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

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.