

	 <b>IFFCO-TOKIO GENERAL INSURANCE CO.LTD</b> Regd. Office: IFFCO Sadan C1 Distt. Centre, Saket, New Delhi - 110017 <b>COMMERCIAL VEHICLE CERTIFICATE OF INSURANCE cum SCHEDULE &amp; TAX INVOICE</b> Corporate Identification Number (CIN) U74899DL2000PLC107621, IRDA Reg. No. 106 <u>UIN: IRDAN106P0005V01200607</u>	<b>Servicing Office</b> Service Office :IFFCO TOKIO GEN INS CO LTD Office No 4 & 5,3rd Floor ABC East,Plot No.D-5/1A,1B&1C Chikalthana MIDC AURANGABAD MAHARASHTR 431006 INDIA General Insurance Services: 997134 <b>GSTIN : 27AAACI7573H1ZC</b> Phone #: 0240 2355396 <b>Agent Name:</b> JAINUINE INSURANCE BROKERS PVT <b>Agent #:</b> A9000194 <b>Agent Mobile #:</b> NA
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<b>SHRIJI GINNING AND PRESSING FACTORY .</b>	<b>Policy #:</b> 1-2F4627XR <b>P400 Policy #</b> MP403576
Address: <b>GUT NO 156, 157 ROSHANGAON ROAD BADNAPUR, JALNA..</b>	<b>Tax Invoice No: 1-2F4627XR</b>
<b>JALNA MAHARASHTR</b> Pin Code 431203	Invoice/Issuance Date: <b>03/06/2022 10:34:44</b>
<b>INDIA</b>	Period of Insurance From: <b>02/06/2022 18:35:58</b>
Phone #: <b>XXXXXXX999</b> Cover Note #	To: Midnight On <b>01/06/2023 23:59:59</b>
<b>State Code:</b> 27 <b>Place Of Supply:</b> MAHARASHTRA <b>GSTIN</b> 27ARLPT8341H1Z8	Geographical Area: <b>Within India Only</b>
<b>Country:</b> INDIA	Status Check : <b>Inforce</b>

Insured Motor Vehicle Details & Premium Calculation									
Registration Mark & No.	Year of Manuf.	Vehicle Name JCB CEV IV/3T/11M/74HP/A/JIT/FK/2CUB KT/QF	CC	Coverage	IDV in Rs.	Non Elect. Acc.	Engine No.	Seating Capacity as per RC	GVW
<b>MH/NEW/0837</b>	<b>2022</b>	Make of Vehicle	4160	Package	3629600	Non Electrical Accessories are not covered as its value is 0	Chassis No.	2	
		ICV CLASS D EXCAVATORS					RAJ5DD8MC03080828		

Registration Authority		Trailer	Elec./Elect. Acc.	Bi-Fuel Kit	Total Value	Net Premium Rs.
Vehicle	3629600.00	0.00	0.00	0	3629600.00	37803.25

A. Own Damage (Rs.)		B. Third Party (Rs.)	
Basic OD Premium	43627.79	Basic TP Premium	7267.00
Basic Trailers OD Premium	0.00	Basic Trailers TP Premium	0.00
Electrical /Electronics Accessories (IMT24)	0.00	Bi Fuel Kit (IMT 25)	0.00
Bi Fuel Kit (IMT 25)	0.00		
Fiber Glass Fuel Tank	0.00		
<b>Add:</b>		<b>Add:</b>	
Geographical Area Extension (IMT 1)	0.00	Geographical Area Extension (IMT 1)	0.00
Overturning Extensions (IMT 47)	18148.00	PA Owner Driver CSI Rs 1500000	325.00
Hire Reward/Commercial Usage (IMT 44)	0.00	Legal Liability to Driver (IMT 28)	150.00
IMT 23	9266.37	LL to Non Fare Paying PAX (IMT 37)	(0) 0.00
Driving/Tuitions	0.00	LL To PAX on Ambulance/Hearses (IMT 46)	0.00
Foreign Vehicle Loading (IMT 19)	0.00	LL to Employee (IMT29)	(0) 0.00
IMT 34	0.00	PA to Passenger (IMT 16)	0.00
IMT 36	No	IMT 34	0.00
IMT 42		IMT 42	0.00
IMT 43	0.00		
<b>Additional Loading</b>		<b>Less:</b>	
<b>Less:</b>		Third Party Property Damage (IMT 20)	0.00
Anti Theft Device (IMT 10)	0.00	Limit of Liability Under Section II-(i) 750000	
Handicap Discount (IMT 12)	0.00		
Vehicle User (IMT 13)			
No Claim Discount	(0.0%)		
Any Other Loading/Discount	(-80%) -56833.73	Any Other Loading Discount	
Net (A)	14208.43	Net (B)	7742.00
<b>Co-Insurance Details</b>	<b>Agent No./Share</b>	<b>Section 1</b>	<b>21950.43</b>
Co-Insurer 2	No Co-Insurer		

Insurance Cover	SAC	Taxable Value(Rs.)	GST Rate(%)			GST Amount(Rs.)			Gross Premium Payable(Rs.)
			CGST	SGST/UTGST	IGST	CGST	SGST/UTGST	IGST	
<b>GST Details</b>	<b>997134</b>	32036.67	9.00	9.00		2883.30	2883.30	37803.27	
<b>Third Party(For Goods Class)</b>	<b>997134</b>	0.00	0.00			0.00	0.00	0.00	
<b>Total</b>		32036.65				2883.30	2883.30	37803.25	

**"Whether GST is Payable on Reverse Charge Basis – No"**

This policy of type 'New Vehicle Without NCB' with age of vehicle '0' is issued as a brand new vehicle and if it is otherwise, the benefits under the present policy will stand forfeited. For this New Vehicle 'MH/NEW/0837' is a system generated number for internal Reference only. Client needs to contact nearest Iffco Tokio Branch for inclusion of Registration number issued by RTO within 60 days of Policy Inception.

Under Hire Purchase /Hypothecated/Lease Agreement with STATE BANK OF INDIA	Nominee: Mrs Rajpal(Spouse),
Subject to IMT Endorsement Nos. , 28, 47, 21, 23	Printed herein / attached hereto

**Limitation as to use : Miscellaneous and special Type of Vehicles - Class D**

The Policy does not Cover: (1) Use for hire or reward or racing pace making reliability trail or speed test.(2) Use for carriage of passengers for hire or reward.(3) Use whilst drawing a trailer except the towing (other than for reward) of any one disabled mechanically propelled vehicle.(4) Use whilst drawing a greater number of trailers in all than is permitted by law. (For Agricultural and Forestry vehicles only)

Driver Clause: Any person including insured: provided that the person driving holds and effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle and that such a person driving holds and effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle and that such a person driving holds and effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle and that such a person driving holds and effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle and that such a person driving holds and effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license.

The preceding year 20 %	Preceding two consecutive year 25%	Preceding three consecutive year 35%	Preceding four consecutive year 45%	Preceding five consecutive year 50%
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Exclusion: Losses or damages caused directly or indirectly due to any infectious or contagious disease, pandemic /epidemics as declared by WHO and / or Government of India will be an exclusion under this policy.

No claim bonus will only be allowed, provided the policy is renewed within 90 days of the expiry date of the previous policy.

Please note that the above premium is likely to be changed with effect from 1.5.2022 in respect of Third Party section of the policy as per IRDA guidelines as well as Service Tax. In case the premium rates and Service Tax are revised you are requested to give the revised increased premium in order to avail the continuity of benefits under your Motor Insurance Policy.

PUC Details:

Limit of Liability Under Section II-(i)	Such amount as is necessary to meet the requirements of the Motor Vehicles Act, 1988	Deductible under Section I Miscellaneous Vehicle
Under Section II-(ii)	As per premium computation table	Compulsory Excess:
Under Section III	PA Owner- Driver as per premium computation table	Vehicles rateable under Class D of the Commercial Vehicles Tariff (CVT) 0.5% of IDV of the vehicle subject to a minimum of Rs. 2000/-

Inspection Status:

InspectionDate: \_\_\_\_\_ InspectionRefNum: \_\_\_\_\_  
 InspectingAgency: \_\_\_\_\_

Section 2: Value Auto Coverage						
Coverages	Premium Rs.	Limit Of Liability				
Depreciation Waiver Cover	3811.08	As Per Coverage Wordings				
Consumable	3629.60	As Per Coverage Wordings				
New Vehicle Replacement Cover	2395.54	As Per Coverage Wordings				
Personal Effect & Belonging	0.00	NA				
Medical Expenses**		NA				
Basic Premium	0.00	NA				
Discount (If Opted On Named Basis)						
Medical Expenses - Total Premium	0.00					
Personal Accident Cover-Owner	NA	Limit Of Liability	Numbers	C.S.I Each Insured	Total C.S.I	
Personal Accident Cover-Insured Person's	NA	Owner Driver	-	-	-	
		Insured Person's	-	-	-	
No Claim Bonus Protection	0.00	NA				
Increased Property Damage Liability Benefit	0.00	NA				
Wreckage/Debris Removal & Transhipment Cost	0.00	NA				
Loss of Income or Vehicle Hire Cost	0.00	NA				
Towing & /or Removal & Storage Of The Insured Vehicle	250.00	Rs.15000				
Accommodation & Travelling Expenses	0.00	NA				
Transport,Redelivry or Repatriation Of Repaired Vehicle	0.00	NA				

Section 1 (Rs.)	Section 2 (Rs.)	Premium/Taxable Value(Rs.)	Total GST	Net Premium (Rs.)
21950.43	10086.22	32036.65	5766.60	37803.25

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The preceding year 20 % Preceding two consecutive year 25% Preceding three consecutive year 35% Preceding four consecutive year 45% Preceding five consecutive year 50%

Exclusion: Losses or damages caused directly or indirectly due to any infectious or contagious disease, pandemic /epidemics as declared by WHO and / or Government of India will be an exclusion under this policy.

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Please note that the above premium is likely to be changed with effect from 1.5.2022 in respect of Third Party section of the policy as per IRDA guidelines as well as Service Tax. In case the premium rates and Service Tax are revised you are requested to give the revised increased premium in order to avail the continuity of benefits under your Motor Insurance Policy.

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Under Section II-(ii)	As per premium computation table	Compulsory Excess: Vehicles rateable under Class D of the Commercial Vehicles Tariff (CVT) 0.5% of IDV of the vehicle subject to a minimum of Rs. 2000/-
Under Section III	PA Owner- Driver as per premium computation table	
Inspection Status:	InspectionRefNo. :	
InspectionDate:		
InspectingAgency:		

The Policy is only valid for the Registration purpose and for the period from the date and time of the Sale of the vehicle till the vehicle is registered by R.T.O. Further the validity of policy after Registration of the vehicle will be enforce only if the policy is endorsed with proper Registration; otherwise No benefits will be allowed under the Subject policy.

Previous Policy Number	Previous Insurer Name and Address	Policy Expiry Date
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1."I/we hereby certify that the policy to which the certificate related as well as the certificate of insurance are issued in accordance with provisions of Chapter X, XI of MV act 1988"  
 2."Warranted that in case of Dishonor of premium cheque, This document stands automatically cancelled "AB-INITIO"  
 3."Important Notice: This insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this schedule. Any payment made by the company by reason of wider terms appearing in the certificate in order to comply with motor vehicle act 1988 is recoverable from the insured. See the clause headed "avoidance of certain terms and right of recovery"

Pay Method	Receipt Amount	Instrument #	Instrument Date	Bank
NEFT	37800.00	SBIN522153428038XXXXXX	02/06/2022	STATE BANK OF INDIA
<b>Amount Received</b>	<b>37800.00</b>			

**For IFFCO-TOKIO General Insurance Co. Ltd**  
**Subrata Mondal**  
 Authorised Signatory

\*For quick access to policy services and claim intimation & Quick claim settlement(QCS) kindly down load our customer application from -  
<https://play.google.com/store/apps/details?id=com.iffcotokio.CustomerApp> or <https://apps.apple.com/in/app/iffco-tokio-customer/id1346469176#?platform=iphone> Or Call our toll free number – 1 800 103 5499 Or Web portal = <https://www.iffcotokio.co.in/claims/register-a-claim> Or Our Service can be accessed through WhatsApp No. 7993407777. Now IFFCO-TOKIO Policy Documents can be stored in DigiLocker.\*

### Policy Wording for Commercial Vehicle

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

#### SECTION 1 : LOSS OF OR DAMAGE TO THE VEHICLE INSURED

- I. The company will indemnify the insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon
  - i. by fire explosion self ignition or lightning;
  - ii. by burglary housebreaking or theft;
  - iii. by riot and strike;
  - iv. by earthquake (fire and shock damage);
  - v. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
  - vi. by accidental external means;
  - vii. by malicious act;
  - viii. by terrorist activity;
  - ix. whilst in transit by road rail inland waterway lift elevator or air;
  - x. by landslide rockslide.

- Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:
- a) For all rubber/ nylon / plastic parts, tyres and tubes, batteries and air bags - 50%
  - b) For fibre glass component -30%
  - c) For all parts made of glass - Nil
  - d) Rate of depreciation for all other parts including wooden parts will be as per the following schedule.

AGE OF VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%

Exceeding 5 year but not exceeding 10 years	40%
Exceeding 10 years	50%

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

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

- consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages nor for damage caused by overloading or strain of the insured vehicle nor for loss of or damage to accessories by burglary housebreaking or theft unless such insured vehicle is stolen at the same time
  - 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.
  - any accidental loss or damage suffered whilst the insured or any person driving with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.
3. In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the insured but not exceeding Rs. 750/- for three wheeled vehicles, Rs. 1500/- for taxis and Rs. 2500/- for other commercial vehicles in respect of any one accident.
4. The insured may authorise the repair of the vehicle necessitated by loss or damage for which the Company may be liable under this Policy provided that:
- the estimated cost of such repair including replacements, if any does not exceed Rs. 500/-
  - the Company is furnished forthwith with a detailed estimate of the cost of repairs; and
  - the insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

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

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

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

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

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

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

IDV of vehicles beyond 5 years of age and of obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the insurer and the insured. IDV shall be treated as the 'Market Value' throughout the policy period without any further depreciation for the purpose of Total Loss (TL)/Constructive Total Loss (CTL) claims. The insured vehicle shall be treated as a CTL if the aggregate cost of retrieval and/or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

**SECTION 2: LIABILITY TO THIRD PARTIES**

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of:-

- Death or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.
- Damage to property caused by the use (including the loading and/or unloading) of the vehicle. PROVIDED ALWAYS THAT:-
  - The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or through fare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from.
  - Except so far as is necessary to meet the requirements of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.
  - Except so far as is necessary to meet the requirements of the Motor vehicle Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.
  - The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the insured or a member of the insured's household or being conveyed by the insured vehicle.
  - The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.
  - Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee (s) of the insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.

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

3. In terms of and subject to the limitations of the indemnity granted by this section to the insured the Company will indemnify any driver who is driving the insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply.

4. The Company may at its own option

- Arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this section; and
  - Undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section.
5. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative (s) in terms of and subject to the limitations of this policy provided that such personal representatives(s) 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 apply.

**SECTION 3 : TOWING DISABLED VEHICLES**

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

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

**SECTION 4 : PERSONAL ACCIDENT COVER FOR OWNER-DRIVER**

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

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

Provided always that

- The compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 15 lakhs during any one period of insurance.
- No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.
- This cover is subject to
  - The owner-driver is the registered owner of the vehicle insured herein;
  - the owner-driver is the insured named in this policy
  - the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Chides Rules, 1989, at the time of the accident.

**AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY**

Nothing in this policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover on amount under or by virtue of the provisions of the Motor Vehicles Act, 1988

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

**GENERAL EXCEPTIONS**

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

- any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
- any claim arising out of any contractual liability;
- any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
  - being used otherwise than in accordance with the 'Limitations as to Use' or
  - 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 Drivers Clause.
- any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any 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 purpose of this exception combustion shall include any self sustaining process of nuclear fission.
- any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- any accidental loss damage and 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 -1 (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.

- 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.
- 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 damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and

assistance as the Company may require.

3. At any time after the happening of any event giving rise to a claim under Section II of this Policy the Company may pay to the insured the full amount of the Company's liability under the Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct.

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

- a) for total loss/constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
  - b) for partial losses, i.e. losses other than "Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
5. The insured shall take all reasonable steps to safe guard the vehicle insured 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 insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured 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.
6. The Company may cancel the policy by sending seven days notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the policy may be cancelled at any time by the insured on.
7. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute/difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
8. The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy
9. 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.
10. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.
- Where such legal heir(s) desire(s) to apply for a transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-
- a) Death Certificate in respect of the insured
  - b) Proof of title to the vehicle
  - c) Original Policy

### **"BENEFITS" DEPRECIATION WAIVER**

In the event of Damage to the Insured Vehicle(s) as per Section B 'Scope of Coverage', We will provide the benefits of 'Depreciation Waiver' provided that You have paid the additional premium and subject to the following:

- a) We will pay the Amount/Value deducted towards depreciation on parts of Insured Vehicle as per the Survey Report, approved by Us in case of partial loss claim settlement, as per Condition No. 3) a) under Standard Motor Package Policy insured with Us by You.
- b) The Replacement of part(s) is/are considered necessary only if part(s) are irreparable in the opinion of the Surveyor appointed by Us notwithstanding Your choice of replacing the part(s).

#### **What is not Covered**

We will not be liable for:

- a) Any excess of Standard Motor Package Policy or any excess of this Coverage.
- b) Any partial payment of amount deducted towards depreciation i.e. less than or part of the percentage mentioned in the Special Condition 1) of Section 'B' 'Scope of Coverage' unless we have decided to provide the limited coverage of depreciation waiver.

### **NEW VEHICLE REPLACEMENT**

In the event of Damage to the Insured Vehicle as per Section 'B' 'Scope of Coverage', We will provide the benefit of "New Vehicle Replacement" provided that You have paid the additional premium and subject to the following:-

- 1) If the Insured Vehicle becomes a Total Loss within the prescribed age of the vehicle as stipulated by Us in the schedule, We will pay for the actual amount difference between the IDV (Insured Declared Value) of the Insured Vehicle and the current Ex-showroom price of New Vehicle of same make, model, features, specification.
- 2) The Insured Vehicle is available for sale as New Vehicle in India and is not out of production, otherwise for such vehicles which are out of production the claim will be settle as per Condition No. (3)(a) i. e. Total Loss claim settlement of Standard Motor Package Policy.
- 3) If the insured vehicle goes out of production after commencement of insurance; then We will pay for the difference between last available Ex-Showroom Price of the Insured Vehicle and IDV (Insured Declared Value).
- 4) The last available Ex-Showroom price for the Replacement Vehicle can not be considered for a date after the settlement of Total Loss Claim for Insured Vehicle under Standard Motor Package Policy.
- 5) **Insurance Cost** :- We will also pay for insurance cost of contracting a new Insurance Policy on the same terms of insurance for the same make, model as that of insurance of the Insured Vehicle which is subject to the Total Loss. This payment of Insurance cost will be made after deducting the pro-rata premium of Insurance Policy of Insured Vehicle for the period of insurance from the inception till the date of accident on which the Insured Vehicle has become subject to the Total Loss.
- 6) **Registration Cost** :- We will also pay for the On-Road cost i.e. including Registration and Road Tax cost for the New Replacement vehicle on the same terms including make, model as that of the Insured Vehicle after accounting for any refund obtained from Registration authority for the Insured Vehicle.

#### **What is not Covered**

We will not be liable for:

- a) More than actual Amount of difference between Ex-Showroom price of New Vehicle of same make, model, specification as that of Insured Vehicle and the IDV (Insured Declared Value) for Your Insured Vehicle meaning thereby that We are not liable for the difference between the lower IDV (Insured Declared Value) than the prescribed IDV (Insured Declared Value) under Your Standard Motor Package Policy for Your vehicle and New Replacement cost of the Vehicle.
- b) Any Claim for Insurance cost unless the New Replaced Vehicle is insured with Us.
- c) Any Claim on account of difference in amount due to change in location of Registration Authority or of insurance zone for the purpose of premium computation from the place for which Registration fees, Road tax and insurance premium was paid in respect of the insured vehicle.

### **TOWING AND/OR REMOVAL/STORAGE OF THE INSURED VEHICLE**

On the payment of additional premium We will cover You by way of payment or arrangement of service, for the reasonable cost of towing, removal including storage, protection of the Insured Vehicle to the nearest garage, repairer or place of safety or any other place at our choice provided that the Insured Vehicle(s) is/are damaged as per Section 'B' the "Scope of Coverage".

#### **Limit of Liability**

The maximum amount covered under this benefit is as per the limit mentioned in the schedule.

#### **What is not covered**

We will not be liable for

- a) Any amount payable under any other policy or the coverage or benefits of this coverage unless the amount has already been accounted for while settling the claim.
- b) Any claim unless the bills, receipts for amount incurred is/are submitted to us.
- c) Any claims if the Insured vehicle is able to be driven on its own power on self propelled basis unless in our opinion it could increase or aggravate the damages sustained by the insured Vehicle.

### **CONSUMABLE**

#### **Coverage:**

In the event of Accidental Damage to the Insured Vehicle(s) as per Section B "Scope of coverage", IFFCO-Tokio will provide cost of any Consumable item including engine oil, coolants or any such item, which needs to be replaced if such replacement/repair is necessary and it does not result in any aggravation, corrosion or consequential loss.

#### **What is not covered: -**

#### **IFFCO-Tokio will not be liable for:**

- a) Any claim unless the liability is accepted under Own Damage Section of Standard Motor Package Policy except stated otherwise.
- b) Any claim unless the damaged vehicle is repaired at garages/repair centers authorized by IFFCO-Tokio.
- c) Any claim wherein the delay in replacement/repair results in corrosion, aggravation or consequential loss of whatsoever nature
- d) Any liability on more than per unit basis in case of fastener.

We thank you and express our sincere gratitude for reposing confidence and trust in us by placing your automobile insurance with us.

We would like to inform you that to take care of your personal, family and business needs, we have following other insurance products-

1. **Individual Medishield Insurance and Swasthya Kavach (family floater health policy):** This insurance takes care of hospitalization expenses (both cashless /reimbursement) including pre and post hospitalization expenses arising out of any illness or injury, for costs related to consulting physicians, medicines, various contingent diagnosis and treatment.
2. **Home & Family Protector & Home Suvidha:** This insurance takes care of protection to your house/building and various household contents ranging from clothes, furniture's & fittings, kitchen utensils and crockery's, electronic and electrical equipments like TV, washing machine, computers, AC's etc. against perils like fire, earthquake, flood, storm, theft, burglary, breakdown etc. In this policy personal accident to you & your family and liability to third parties including to your domestic servants are covered. Increased cost of living due to damage to structure due to insured perils and various other insurances are covered. A variant of this called "Home Suvidha" comes with fixed Sum Insured, fixed most relevant sections & fixed premium.
3. **Personal Accident:** - This insurance takes care of you and your family in event of Death, Permanent or Temporary Disability caused by an accident.
4. **Trade Protector & Trade Suvidha:** This insurance takes care of protection to your businesses against various risks. It covers building, contents, stocks against fire, burglary, earthquake, flood, storm etc. It also covers damage to refrigerated goods due to variation in temperature, loss of money, accidental breakage of fixed glass and sanitary fittings in the premises, fidelity guarantee, personal accident for you and your employees, goods in transit, Baggage, liability towards third parties including employees. A variant of this called "Trade Suvidha" comes with fixed Sum Insured, fixed most relevant sections & fixed premium.
5. **Office Protector:** This insurance takes care of protection to professional service centers/offices like Museums, Libraries, Schools, College, Hospitals including diagnostic centers and clinics, Clubs, offices of chartered accountants, advocates, architects, various consulting firms etc. It covers building, contents, stocks against fire, burglary, earthquake, flood, storm etc. Further the Professional liability to Medical Practitioners and Doctors, Architects, Engineers, Interior Decorators, Advocates and Solicitors, Electronic Equipment, Personal Accident to you and your employees, Money, Fidelity Guarantee, Business Interruptions, Baggage, Third Party Liability and Workmen Compensation and many other risks are covered.
6. **Jewellers Block Protector:** This insurance provides protection to Jewellery shops for the stock in trade (i.e. Jewellery of gold, pearls and precious stones, gems etc.) whilst in premises and/or carried outside premises. It also covers furniture, fixtures, building, accidental death / disablement risks for employees, breakage of glass and sanitary fittings, liability risk towards public and employees, money in transit and at premises etc.

Please provide us your contact details (email id, phone number - landline and mobile) and update this whenever there is any change. We are sure that you will find us at your doorsteps whenever you need us. Kindly contact us on **24x7 Toll free - 1800 103 5499** or visit our website [www.iffcotokio.co.in](http://www.iffcotokio.co.in) or feel free to visit any of our office or our concerned Channel Partner.

The above are only indicative features. For details, kindly refer to Policy Wordings.

We have many more products to cater to your various insurance requirements.

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