

# STAND-ALONE OWN DAMAGE TWO WHEELER INSURANCE POLICY WORDING

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# STANDARD FORM FOR STAND-ALONE OWN DAMAGE TWO WHEELER INSURANCE POLICY

Whereas the Insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the company for insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accident loss or damage occurring during the Period of Insurance. (The term two wheeler referred to in this Tariff will include motor cycle / scooter / auto cycle or any other motorised two wheeled vehicle mentioned in the Schedule.)

### **NOW THIS POLICY WITNESSETH**

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

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

The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon

- 1. By fire explosion self ignition or lightning;
- 2. By burglary housebreaking or theft;
- 3. By riot and strike;
- 4. By earthquake (fire and shock damage);
- 5. By flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
- 6. By accidental external means;
- 7. By malicious act;
- 8. By terrorist activity;
- 9. Whilst in transit by road rail inland-waterway lift elevator or air;
- 10. By landslide rockslide.

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

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

AGE OF THE VEHICLE	% OF DEPRECIATION			
Not exceeding 6 months	Nil			
Exceeding 6 months but not exceeding 1 year	5%			
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 years but not exceeding 10 years 40%				
Exceeding 10 years	50%			

5. 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 the total painting charges for the purpose of applying the depreciation.

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.
- Damage to Tyres and Tubes unless the vehicle insured is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement.
- Loss of or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time; and
- 4. Any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs. In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and of redelivery to the Insured but not exceeding in all ₹ 300/-in respect of any one accident.

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

- The estimated cost of such repair including replacements, if any, does not exceed ₹150/-
- 2. The Company is furnished forthwith a detailed estimate of the cost of repairs and
- 3. 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 side car/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.

# **SCHEDULE OF DEPRECIATION FOR ARRIVING AT IDV**

AGE OF THE 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 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.

### **AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the Provisions of the Motor Vehicles Act. But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provision.

### **APPLICATION OF LIMITS OF INDEMNITY**

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

### **GENERAL EXCEPTIONS**

# (Applicable to all Sections of the Policy)

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

- Any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
- 2. Any claim arising out of any contractual liability;
- Any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
  - a) Being used otherwise than in accordance with the .Limitations as to
  - 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.
- 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 exception 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 -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.

1) Notice shall be given in writing to the Company immediately upon the occurrence of any accidental or loss or damage and 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 injury in respect of any occurrence which may give rise to a claim under this policy. In case of theft or other 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.

Wherever details pertaining to any incident which results in a claim, are conveyed by the insured to the insurer after reasonable period, insured shall provide the reasons of such delay to the insurer and insurer may on analysis of reasons provided by insured, condone the delay in intimation of claim or delay in providing the required information/documents to the insurer.

- 2) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or 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) The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
  - a. For total loss / constructive total loss of the vehicle -the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
  - 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.
- 4) The Insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times 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.
- 5) 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 seven days' notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of ₹ 100/- (or ₹ 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
- 6) If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
- 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 Arbitration shall be conducted under and 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 fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
- 9) In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle. Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-a) Death Certificate in respect of the insured b) Proof of title to the vehicle c) Original Policy.

### **NO CLAIM BONUS:**

No Claim Bonus, wherever applicable, will be as per the following table,

ALL TYPES OF VEHICLES	% OF DISCOUNT ON OWN DAMAGE PREMIUM
No claim made or pending during the preceding full year of insurance	20%
No claim made or pending during the preceding 2 consecutive years of insurance	25%
No claim made or pending during the preceding 3 consecutive years of insurance	35%
No claim made or pending during the preceding 4 consecutive years of insurance	45%
No claim made or pending during the preceding 5 consecutive years of insurance	50%

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

# INDIA MOTOR TARIFF - ENDORSEMENTS

# IMT. 1. Extension of Geographical Area

In consideration of the payment of an additional premium of ₹......it is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary the Geographical Area in this Policy shall from the ... /... /...... to the ... /.... (both days inclusive) be deemed to include.\*

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured/ injury to its occupants/third party liability in respect of the vehicle insured during sea voyage/air passage for the purpose of ferrying the vehicle insured to the extended geographical area.

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

NOTE : Insert Nepal/ Sri Lanka/Maldives/Bhutan/ Pakistan/Bangladesh as the case may be.

# **IMT. 3. TRANSFER OF INTEREST**

It is hereby understood and agreed that as from ...../....... the interest in the policy is transferred to and vested in ......of ...... carrying on or engaged in the business or profession of ...... who shall be deemed to be the insured and whose proposal and declaration dated ...../............ shall be deemed to be incorporated in and to be the basis of this contract.

Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this policy has been vested in any previous Insured shall accrue to the benefit of.

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

### IMT. 4. Change of Vehicle

It is hereby understood and agreed that as from ...../................. the vehicle bearing Registration Number ...... is deemed to be deleted from the Schedule of the Policy and the vehicle with details specified hereunder is deemed to be included therein:

Regd No.	Engine/ Chassis No.	Make	Type of Body	C.C.	Seating Capacity Including Driver	IDV

In consequence of this change, an extra/refund premium of ₹...... is charged/allowed to the insured. Subject otherwise to the terms exceptions conditions and limitations of this Policy.

### **IMT. 5. HIRE PURCHASE AGREEMENT**

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

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy. Subject otherwise to the terms exceptions conditions and limitations of this policy.

### **IMT. 6. LEASE AGREEMENT**

It is hereby understood and agreed that ...... (hereinafter referred to as the Lessors) are the Owners of the vehicle insured and that the vehicle insured is the subject of a Lease Agreement made between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and/or replacement of parts and such monies shall be paid to the Lessors as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this policy is issued to the insured namely ..... as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors, of his rights benefits and claims under this policy and further nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy. Subject otherwise to the terms exceptions conditions and limitations of this policy.

### IMT. 7. Vehicles subject to Hypothecation Agreement

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

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the Insured or the Insurer respectively under or in connection with this Policy or any term, provision or condition thereof.

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

# IMT. 8. DISCOUNT FOR MEMBERSHIP OF RECOGNISED AUTOMOBILE ASSOCIATIONS (PRIVATE CARS AND MOTORISED TWO WHEELERS ONLY)

It is hereby understood and agreed that in consideration of insured's membership of .....\*\* a discount in premium of ₹.....\*\* is allowed to the insured hereunder from .../....\*

It is further understood and agreed that if the insured ceases to be a member of the above mentioned association during the currency of this Policy the insured shall immediately notify the insurer accordingly and refund to the insurer a proportionate amount of the discount allowed on this account for the unexpired period of the cover.

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

- \* For full policy period, the full tariff discount to be inserted. For mid-term membership, prorata proportion of the tariff discount for the unexpired policy period is to be inserted.
- \*\* Insert name of the concerned Automobile Association.

# IMT. 10. INSTALLATION OF ANTI-THEFT DEVICE (Not applicable to Motor Trade Policies)

In consideration of certification by ......\* that an Anti-Theft device approved by Automobile Research Association of India (ARAI), Pune has been installed in the vehicle insured herein a premium discount of ₹.....\*\* is hereby allowed to the insured.

It is hereby understood and agreed that the insured shall ensure at all times that this Anti-theft device installed in the vehicle insured is maintained in efficient condition till the expiry of this policy. Subject otherwise to the terms, exceptions, conditions and limitations of the policy

- \* The name of the certifying Automobile Association is to be inserted.
- \*\* Premium discount calculated as per tariff provision is to be inserted. For midterm certification of installation of Anti Theft device pro-rata proportion of tariff discount for the unexpired period is to be inserted.

# IMT. 11. A. VEHICLES LAID UP ( Lay up period declared )

PERILS, in consideration whereof

- # The insurer will deduct from the next renewal premium the sum of
   ₹.....\* and the No Claim Bonus (if any) shall be calculated on
   the next renewal premium after deduction of such sum.

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

- NB.1. # To delete (a) or (b) as per option exercised by the insured.
- NB.2. \*The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire and/or Theft risks for the lay up periods is to be inserted.
- NB.3 \*\* The proportionate premium required for Fire and/or Theft cover for the vehicle for the laid up period is to be inserted.
- NB.4. In case of Liability Only Policies the words in CAPITALS should be deleted.
- NB.5. In case of policies covering Liability Only and
  - Fire risks, the words 'BURGLARY HOUSEBREAKING OR THEFT' are to be deleted;
  - Theft risks, the words 'FIRE EXPLOSION SELF IGNITION OR LIGHTNING' are to be deleted.
  - Fire and Theft risks no part of the words in capitals are to be deleted.

# IMT. 11. B. VEHICLES LAID UP ( Lay up period not declared )

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

- NB.1. In case of Liability Only Policies the words in CAPITALS should be deleted.
- NB.2. In case of policies covering Liability Only and
  - Fire risks, the words 'BURGLARY HOUSEBREAKING OR THEFT' are to be deleted;
  - 2. Theft risks, the words 'FIRE EXPLOSION SELF IGNITION OR LIGHTNING' are to be deleted.
  - 3. Fire and Theft risks no part of the words in capitals are to be deleted.

# IMT. 11. C. TERMINATION OF THE UNDECLARED PERIOD OF VEHICLE LAID UP

- # The insurer will deduct from the next renewal premium the sum of
   ₹.....\* and the No Claim Bonus (if any) shall be calculated on the
   next renewal premium after deduction of such sum.
- 2. # The period of insurance by this policy is extended to ..../..... in view of the payment of an additional premium of ₹......\*\*

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

- NB.1. # To delete (a) or (b) as per option exercised by the insured.
- NB.2. \* The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire a nd /or Theft risks for the lay up periods is to be inserted.
- NB.3 \*\* The proportionate premium required for Fire and/or Theft cover for the vehicle for the laid-up period is to be inserted.

# IMT. 12. DISCOUNT FOR SPECIALLY DESIGNED/MODIFIED VEHICLES FOR THE BLIND, HANDICAPPED AND MENTALLY CHALLENGED PERSONS.

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the vehicle insured being specially designed

/modified for use of blind, handicapped and mentally challenged persons and suitable endorsement to this effect having been incorporated in the Registration Book by the Registering Authority, a discount of 50% on the Own Damage premium for the vehicle insured is hereby allowed to the insured.

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

### IMT. 13. USE OF VEHICLE WITHIN INSURED'S OWN PREMISES

### (Applicable to all classes except as otherwise provided in the tariff)

It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while the vehicle is being used elsewhere than in the insured's premises except where the vehicle is specifically required for a mission to fight a fire.

For the purposes of this endorsement 'Use confined to own premises' shall mean use only on insured's premises to which public have no general right of access.

### IMT. 19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY

Notwithstanding anything to the contrary contained in this policy it is hereby understood and agreed that in the event of loss or damage to the vehicle insured and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle insured is held for repair or in the event of the insurer exercising the option under ...., \* to pay in cash the amount of the loss or damage the liability of the insurer in respect of any such part shall be limited to:-

- a) The price quoted in the latest catalogue or the price list issued by the Manufacturer or his Agent for the country in which the vehicle insured is held for repair less depreciation applicable; OR
  - b) If no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy; and
- 2. The reasonable cost of fitting such parts.

Subject otherwise to the terms conditions limitations and exceptions of this Policy

\*Insert 'Condition 3' in the case of the Private Car and Motorsied Two Wheeler Policies and 'Condition 4' in the case of Commercial Vehicles Policy.

### **IMT. 22. COMPULSORY DEDUCTIBLE**

(Applicable to Private Cars, three wheelers rated as private cars, all motorized two wheelers, taxis, private car type vehicle plying for public/private hire, private type taxi let out on private hire)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first  $\mathbb{Z}$ .....\* (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no .......\*\* of this policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression .event. shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

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

- \*1. To insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.
- In respect of a vehicle rated under the Tariff for Private Car and in respect of a
  motorised two wheeler not carrying passengers for hire or reward, if any
  deductible in addition to the compulsory deductible provided in this
  endorsement is voluntarily borne by the insured, the sum representing the
  aggregate of the compulsory and the voluntary deductibles is to be inserted.

\*\* To insert Condition no 3 in respect of a vehicle rated under Tariff for Private Car/Two wheelers or Condition no 4 in respect of a vehicle rated under the Tariff for Commercial Vehicles.

### **IMT. 22. A. VOLUNTARY DEDUCTIBLE**

### (For private cars/motorized two wheelers other than for hire or reward)

It is by declared and agreed that the insured having opted a voluntary deductible of ₹.....\* a reduction in premium of ₹....\* under Section 1 of the policy is hereby allowed.

In consideration of the above, it is hereby understood and agreed that the insured shall bear under Section 1 Of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first ₹.....\*\*\*\* (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no ...# of this policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression event shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

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

- \*To insert voluntary deductible amount opted by the insured under tariff for Private car/tariff for motorised two wheeler.
- \*\* To insert appropriate amount relating to the voluntary deductible opted as per the provision of tariff for Private car/tariff for motorised two wheelers.
- \*\*\*To insert aggregate amount of voluntary deductible opted and the compulsory deductible applicable to the vehicle insured as in G.R. 40.
- # To insert policy condition No. 3 of the tariff for private car/tariff for motorised two wheelers.

# IMT. 24. ELECTRICAL/ELECTRONIC FITTINGS

(Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle. Package Policy only)

In consideration of the payment of additional premium of ₹....., notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against loss of or damage to such electrical and/ or electronic fitting(s) as specified in the schedule whilst it/these is/are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section.1 of the policy.

The insurer shall, however, not be liable for loss of or damage to such fitting(s) caused by/as a result of mechanical or electrical breakdown.

Provided always that the liability of the insurer hereunder shall not exceed the Insured's Declared Value (IDV) of the item. Subject otherwise to the terms conditions limitations and exceptions of this Policy.

# IMT. 25. CNG/LPG KIT IN BI-FUEL SYSTEM (Own Damage cover for the kit)

In consideration of the payment of premium of ₹.....\*
notwithstanding anything to the contrary contained in the policy it is hereby
understood and agreed that the insurer will indemnify the insured in terms
conditions limitations and exceptions of Section1 of the policy against loss
and/or damage to the CNG/LPG kit fitted in the vehicle insured arising from an
accidental loss or damage to the vehicle insured, subject to the limit of the
Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the
policy.

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

\*To insert sum arrived at in terms of G.R.42.

IMT. 26. FIRE AND/OR THEFT RISKS ONLY (Not applicable for Miscellaneous and Special Types of vehicles ratable under Class-D and Motor Trade Policies under Classes-E, F and G of the Commercial Vehicles Tariff)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section II of the Policy is deemed to be cancelled and under Section I thereof the insurer shall only be liable to indemnify the insured against loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils whilst the vehicle is laid up in garage and not in use.

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

- NB. (I). In case of Fire Risk only, the words 'burglary housebreaking theft' are to be deleted.
- NB. (ii) In case of Theft Risk only, the words 'fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils' are to be deleted.

# IMT. 27. LIABILITY AND FIRE AND/OR THEFT (Not applicable for Miscellaneous and Special Types of vehicles rateable under Class of the Tariff for Commercial Vehicles)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section I of the Policy the insurer shall not be liable there under except in respect of loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils.

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

- NB. (I). In case of Liability and Fire Risks only, the words 'burglary housebreaking theft' are to be deleted.
- NB. (ii). In case of Liability and Theft Risks only, the words 'fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils' are to be deleted.

# IMT. 31. RELIABILITY TRIALS AND RALLIES [Private Cars and Motorised Two Wheelers]

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this Policy is extended to apply whilst the vehicle insured is engaged in ......\*. to be held at .....\*\*.... on or about the date of ....../.................#

### Provided that:-

- 1. No indemnity shall be granted by this Endorsement to ...... #
- This Policy does not cover use for organised racing, pace making or speed testing.
- 3. During the course of the ......\* the Insurer shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle insured at the time of the occurrence of the event out of which any claim arises.

Provided that if the insurer shall make any payment in exercise of its discretion under Condition No. 3 of the policy in settlement of any claim and such payment includes the amount for which the insured is responsible by reason of this Endorsement the insured shall repay to the insurer forthwith the amount for which the insured is so responsible.

For the purpose of this Endorsement the expression claim shall mean a claim or series of claims arising out of one event.

Subject otherwise to the terms conditions limitations and exceptions of this  $\operatorname{Policy}$ .

\*To insert the name of the event @ To insert ₹ 5000/- for Private cars or ₹ 2500/- for motorised two wheelers. For the duration of the event the deductible under Section 1 of the policy for the purpose of IMT 22 will be the amount stated in IMT 22 or the amount stated herein, whichever is higher.

\*\* To insert the venue of the event.

# To insert the name of the promoters of the event.

# # To delete this entire paragraph in case of Liability Only policies.

# IMT. 33. LOSS OF ACCESSORIES (Applicable to Motorised Two Wheeler Policies only)

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

# Add-on for Stand-Alone Own Damage Two Wheeler Insurance Policy Garage Cash

UIN: IRDAN115RP0002V02201920/A0006V01201920

In consideration of the payment of an additional premium as specified and shown in the policy schedule, the Company hereby undertakes to:

- a. Pay a daily allowance, as stated in the schedule, to the Insured for each and every completed day for which the Insured's vehicle is under repair in a garage, due to loss/damage to the vehicle on account of a peril covered under the Policy, subject to the maximum number of days as specified in the schedule
- Pay the lump-sum amount as stated in the schedule, in the event of Total loss/Constructive Total Loss of the Insured's vehicle

### Provided always that:

- Such claim is admitted by the Company under Section I -"Loss or Damage to the Vehicles Insured" of the Policy
- The insured vehicle has been under repair for a minimum number of days, as stated in the schedule, post which the claim under this add-on will be payable from the day such vehicle was delivered to the garage
- In case of theft of the vehicle, the vehicle is not recovered within 90 days from the day of the theft.
- 4. Not more than three claims will be payable under this add-on
- Claim under this add-on is intimated to the Company within 24 hours of loss or damage
- Claim under this add-on is serviced in the authorized garages of the Company
- 7. The duration for which the Insured's vehicle is under repair in a garage due to loss/damage to the vehicle, and for which the Company will be liable for claim in respect of this add-on will be reckoned from the day after the insured vehicle is delivered to the Garage till the day immediately preceding the date of discharge or date of invoice for such repair as prepared by the garage, whichever is earlier
  - The company will not be liable for any further payment under this add-on for the specific accidental loss or damage once the vehicle is removed from the garage
- $8. \quad \text{Company will not be liable for any delays on account of-} \\$ 
  - a) Delay of more than 24 hours, in delivering insured vehicle to the garage from the time of occurrence of accidental damage or loss
  - b) Non-availability of spare parts required for repair

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

# **NCB Protect**

### UIN: IRDAN115RP0002V02201920/A0007V01201920

Notwithstanding anything to the contrary contained in the Policy and in consideration of the payment of an additional premium of Rs\_\_\_\_\_\_ by the Insured, it is hereby agreed and declared that the Insured will be entitled to No Claims Bonus as per the following Table 1, under Section I – "Loss or Damage to the Vehicles Insured" of the Policy.

Plan 1 - One Step Down

	NCB Benefit in the event of XX claims in the current policy period					
Number of prior claim free policy years	$XX = 0 \qquad XX = 1 \qquad XX = 2 \qquad XX = 3$					
0	20%	0%	0%	0%		
1	25%	20%	0%	0%		
2	35%	25%	20%	0%		
3	45%	35%	25%	20%		
4 and above	50%	45%	35%	25%		

Plan 2- Two Step Down

	NCB Benefit in the event of XX claims in the current policy period				
Number of prior claim free policy years	XX = 0	XX = 1	XX = 2	XX = 3	
0	20%	0%	0%	0%	
1	25%	0%	0%	0%	
2	35%	20%	0%	0%	
3	45%	25%	20%	0%	
4 and above	50% 35% 25% 20				

Insured shall not be entitled to any No Claim Bonus, if more than three claims are lodged by the Insured during the same Policy Period under Section I - "Loss or Damage to the Vehicles Insured" of the Policy.

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

### **Return to Invoice**

UIN: IRDAN115RP0002V02201920/A0004V01201920

In consideration of payment of an additional premium as specified and shown in the Schedule, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to pay the Sum Insured under this add-on, determined as the difference between the Insured's Declared Value (IDV) of the insured vehicle and the total actual expenses incurred towards acquisition of a new vehicle of similar make and model to the insured, as specified in the on-road price listed by the manufacturer/Dealer upon the occurrence of Total Loss/ Constructive Total Loss as defined in the Policy

# Provided always that

On-road price means the actual expense incurred towards acquisition of a new vehicle and includes the value of factory fitted accessories or car dealer accessories at the time of purchase. On road price will also include any amount paid towards registration of the insured Vehicle, road tax and cost of insuring the vehicle.

In case of obsolete models, the last selling price of the vehicle will be considered to pay the Sum Insured under this add-on

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

# **Zero Depreciation**

UIN: IRDAN115RP0002V02201920/A0003V01201920

In consideration of the payment of an additional premium as specified and shown in the policy schedule, the Company hereby undertakes to deduct no amounts for depreciation in case of parts replaced on account of damage to the vehicle insured and/or to its accessories, arising out of any peril as covered under the Policy.

Provided always that

- Such claim has been admitted by the Company under Section I "Loss or Damage to the Vehicles Insured" of the Policy,
- This add-on shall not be applicable in the event of Total Loss/ Constructive Total Loss of the vehicle insured under the Policy,
- The Insured shall be liable for the Voluntary Deductible\* amount, as opted by the Insured for this add-on, for each and every claim payable under this addon.

\*Insured can opt for a Voluntary Deductible specifically for this add-on, which will be over and above the deductible applied under the basic Policy. In such a case, the discount will be provided in the premium calculated for this add-on.

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

#### **Road Side Assistance**

UIN: IRDAN115RP0002V02201920/A0005V01201920

In consideration of the payment of an additional premium as specified and shown in the policy schedule, the Company hereby undertakes to provide the Insured, upon his request, with a maximum of four claims related to any one or more of the following emergency assistance services in any area where the Company has its presence through its network garages or through the network of the service provider:

- Towing on breakdown/accident: In the event of the Insured's vehicle being immobilized or rendered unfit for the purpose of driving on the road, the Company would provide appropriate towing services to the nearest garage (within a radius of 50 kms from the location of the breakdown/accident), provided always that any charges for a distance beyond the one mentioned herein shall be borne by the Insured.
- 2. Breakdown support over phone: In the event of minor mechanical errors/faults/non-functioning of the Insured's vehicle or any part thereof, the Company would provide the Insured with telephonic assistance to come up with solutions for such minor mechanical errors/faults/non- functioning of the Insured's vehicle.
- 3. Arrangement/Supply of fuel: In the event of the Insured's vehicle being immobilized due to emptying of fuel tank, the Company would arrange for supply of up to five liters of fuel, at the location of the breakdown. Provided always that all labor costs and conveyance costs would be borne by the Company and all expenses on fuel would be borne by the Insured.
- 4. Emptying of fuel tank: In the event of the fuel tank of the Insured's vehicle being filled with a wrong type of fuel, the Company would arrange for emptying of fuel tank with the help of appropriate technicians and if required, arrange for towing the Insured's vehicle to nearest garage for the purpose of emptying the fuel tank, provided always that all charges towards the towing of the vehicle would be borne by the Insured.
- 5. Arrangement of keys: In the event of the Insured losing the keys of the Insured's vehicle, the Company would arrange for pick up and delivery of the spare keys of the Insured's vehicle to the place where the Insured's vehicle is located. Alternatively, the Company would provide the service of unlocking the Insured's vehicle with the help of vehicle technicians at the location of the Insured's vehicle. Provided always that all labour and conveyance costs would be borne by the Company and the Insured would be required to submit an identity proof to prove his ownership of the Insured's vehicle, before availing such service. Provided always that this service would be provided only within a range of 100 kms from the location where the loss has occurred.
- 6. Battery jump start: In the event of the Insured's vehicle being immobilized due to a run down battery, the Company would arrange for a vehicle technician to jump start the Insured's vehicle with appropriate means. Provided always that any cost of charging/replacement of battery would be borne by the Insured and all labour and conveyance costs, towards battery jump start assistance, would be borne by the Company.
- 7. Message Relay: In the event of the Insured's vehicle getting immobilized as a result of an accident and/or breakdown, the Company would arrange to send urgent message to the specified persons, as requested by the Insured, through available means of communication.

- 8. Flat Tyre: In the event of the Insured's vehicle being immobilized due to a flat tyre, the Company would assist the Insured by:
  - a) Organizing for a vehicle technician to replace the flat tyre with the spare stepney tyre of the vehicle at the location of breakdown or in the event of repairs not being possible at the place of breakdown
  - b) By arranging to take the flat tyre to the nearest place of repair and delivering the tyre back to the place of breakdown & attaching it to the Insured's vehicle.

Provided always that any expenses on material/spare parts and any other incidental costs, if required while carrying out the repairs, would be borne by the Insured and the expenses on labour cost and conveyance cost, in relation to point (a) and (b) above, would be borne by the Company.

- 9. Minor Repairs: In the event of the Insured's vehicle being immobilized due to a minor mechanical/electrical fault, the Company would assist the Insured by sending a vehicle technician to the location of breakdown to carry out the Minor Repairs. Provided always that
  - The expenses on labour cost and conveyance cost would be borne by the Company
  - b) Minor Repairs, for the purpose of this add-on, would be defined as repairs which can be carried out at the location of breakdown/ accident, requiring no spares and less than 45 minutes of labour time.
- 10. Arrangement of rental vehicle: In the event of the Insured's vehicle being immobilized due to a breakdown/accident, the Company would facilitate arrangement for alternative mode of conveyance, from the place of breakdown /accident, to the destination, as desired by the Insured at the time of breakdown/accident. The Company would intimate the Insured of all charges payable to the rental vehicle and all such charges would be borne by the Insured.
- 11. Arrangement of Accommodation: In the event of the Insured's vehicle being immobilized due to a breakdown/accident, the Company would facilitate arrangement for hotel accommodation in a place near the place of breakdown/accident. The Company would intimate the Insured of all charges payable for such accommodation and all such charges would be borne by the Insured.
- 12. Referring a Legal Advisor: In the event of an accident involving the Insured's vehicle as a result of which the Insured requires the services of a legal advisor, the Company would arrange for the Insured the telephonic contact details of an appropriate legal advisor belonging to an area as requested by the Insured. Provided always that:
  - a) The breakdown/accident has taken place atleast 50 kms away from the Insured's place of residence, as per the address declared by the Insured at the time of Policy issuance
  - b) The Company would intimate the Insured of all charges payable for the services of such legal advisor and all such charges would be borne by the Insured.
- 13. Referring a Hospital: In the event of an accident involving the Insured's vehicle as a result of which the Insured and/or any of the travelling passengers requires medical care, the Company would arrange for the Insured the telephonic contact details of an appropriate hospital near the location of accident. Provided always that the breakdown/accident has taken place atleast 50 kms away from the Insured's place of residence, as per the address declared by the Insured at the time of Policy issuance.
- 14. Taxi Benefits: In the event of the Insured's vehicle being immobilized due to an accident/breakdown, the Company shall provide free travel of the occupants of the Insured vehicles upto a distance of 50 kilometers. Provided always that:
  - a) The event has occurred 50kms away from the Insured's place of residence as declared by the Insured at the time of policy issuance.
  - b) Any charges for a distance beyond the covered distance as stated above shall be borne by the Insured.

In the unlikely event of the Company being unable to arrange for this service, the Company may request the Insured to arrange for the taxi on his own and

- submit the bill for the pre-authorized amount for reimbursement to the Company.
- 15. Accommodation Benefits: In the event of the Insured's vehicle being immobilized due to an accident/breakdown, the Company shall provide occupants of the Insured vehicle with a hotel accommodation for one day, for a maximum of ₹ 5000.

Provided always that:

- a) The breakdown/accident has taken place at least 100 kms away from the Insured's place of residence, as declared by the Insured at the time of Policy issuance.
- The required time of repair of the Insured vehicle exceeds 12 hours from the time of the accident/breakdown.
- c) The number of individuals seated in the Insured vehicle is not more than the maximum seating capacity of the Insured vehicle.

In the unlikely event of Company being unable to arrange for this service, the Company may request the Insured to arrange for accommodation on his own and submit the bill for the pre-authorized amount for reimbursement to the Company.

Claim under this add-on will have no impact on NO claim bonus earned on the base comprehensive policy. NO claim bonus will remain intact even after a claim under this add-on.

The Company would not be liable for:

- Providing the abovementioned services under conditions of earthquake, war, invasion, rebellion, revolt, riot, civil commotion, civil war, exceptional adverse weather conditions, acts of terrorism, nuclear fission, strike, act(s) of government(s)/government agencies/judicial/ quasi-judicial authorities.
- Any claims where the Insured's vehicle is being used for the purpose of racing, rallying, motor-sports, or is not being used/driven in accordance with applicable laws and regulations.
- Any claim where the Insured's vehicle can be safely transferred on its own power to the nearest garage/workshop.
- 4. Any claims triggered by theft; any kind of consequential losses.
- Any loss which is covered under any other insurance policy or manufacturer's warranty or recall campaign or under any other such packages at the same time.
- 6. Any expenses for supply or replacement of parts/consumables.
- Any loss/damage caused to the Insured's vehicle when it is being used/driven against the recommendations of the owner's/manufacturer's manual.
- 8. Any claims where services have been availed of without the prior consent of the Company.

# Emergency Medical Expenses

IRDAN115RP0002V02201920/A0006V01202122

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, and in consideration of the payment of an additional premium by the Insured, it is hereby agreed and understood that notwithstanding any other terms contrary under the Policy,

The Company will be liable for the below mentioned Emergency medical expenses incurred for the treatment of bodily injury/injuries sustained by insured and/or any occupant of the vehicle in direct relation with insured vehicle. The injury/injuries sustained in an accident to be whilst mounting and dismounting from or driving or travelling in the insured vehicle caused by violent, accidental external and visible means requiring necessary medical treatment in any Hospital or any clinic or nursing home.

. Accidental Hospitalisation — The Company shall reimburse the accidental medical expenses incurred by the insured and/or any other occupant(s) travelling in the insured vehicle (as per the registered seating capacity) towards the treatment of bodily injury sustained in an accident involving the insured vehicle.

The aggregate liability of the Company under the said cover for all the occupants will be limited up to the Sum Insured mentioned against the said cover in the Policy Schedule.

### 2. Ambulance Cover – The Company shall:

- a. Arrange ground medical transportation by an ambulance (including air ambulance) service provider to transport the Insured Person and/or any other occupant(s) travelling in the insured vehicle from the site of accident to the nearest Hospital or any clinic or nursing home for medical necessary treatment as available in that particular city/location. This is merely a telephonic assistance service and is subject to availability of the service provider in the location of the accident. There are no restrictions on the number of times the telephonic ambulance assistance can be availed.
- b. And also reimburse the expenses incurred by the insured and/or any occupant(s) for hiring an ambulance for such transportation. The aggregate liability of the Company towards the cost of hiring an ambulance for all the injured occupants will be limited up to the Sum Insured mentioned against the said cover in the Policy Schedule.
- 3. Hospital Daily Cash If insured and/or any occupant(s) travelling in the insured vehicle, suffers an Injury due to an Accident that occurs during the Policy Period and which solely and directly requires the injured occupant(s) travelling in the insured vehicle to be Hospitalized, then We will pay the daily amount specified in the Policy Schedule against this cover for each continuous and completed day of Hospitalization of the injured person(s).

The Company shall not be liable to pay the daily amount for more than 10 days, during the Policy Period per occupant as opted. Further the number of injured to whom the claim will be paid under the cover will be limited to the number as opted by the insured and duly mentioned under the policy Schedule.

The Company's liability to make any payment under this cover shall be in excess of the per event Franchise, stated in the Policy Schedule, as applicable.

Illustration: If there is a Franchise of two days under this benefit and the injured occupant of the insured vehicle is admitted in a hospital for one day, then this benefit shall not be payable. However, if the injured occupant is hospitalized for more than two days, then he shall be entitled under this benefit for all days of hospitalization limited to sum insured mentioned under the policy schedule.

- 4. Tele Consultation If insured and/or any occupant(s) travelling in the insured vehicle, requires any medical emergency assistance that occurs during the Policy Period, they can avail Telephonic/Virtual Consultation through mobile application specified in the Policy Certificate. Telephonic/Virtual Consultation service can be availed as many times as mentioned in policy schedule.
  - It is agreed and understood that the Insured Person/occupant(s) is/are free to choose whether or not to obtain the expert opinion, and if obtained then whether or not to act on it:
  - (ii) Under this Benefit, We are only providing the Insured Person/occupant(s) with access to consultations or opinion and we shall not be deemed to substitute the Insured Person's/occupant(s) visit or consultation to an independent Medical Practitioner.

### Provided always that

- Such claims are admitted by the Company under Section I "Loss or Damage to the Vehicles Insured" of the Policy, except for Tele Consultation service.
- Claim under this add-on is intimated to the Company within 5 days of occurrence of incident, however, this condition is not applicable when there is a delay in intimation due to unavoidable circumstances.
- Accident has occurred in direct connection with insured vehicle whilst driving the vehicle including mounting into/ dismounting from or traveling in the insured vehicle.
- 4. The limit on the number of claims that can be made and the aggregate liability to be paid during the policy period will be restricted to the sum insured mentioned against each of the coverage's separately.
- The benefit under this section is NOT payable in case the number of persons/passengers traveling in the insured vehicle is more than the number specified in the registration certificate valid at the time of occurrence of such accident.
- Submission of original Bills / Reports / Prescriptions/Indoor case papers and Hospital discharge summary shall be required for reimbursement of all such claims.

### Definition for the purpose of this add-on:

Franchise means a minimum amount of loss that must be incurred before insurance coverage applies. Once the Deductible is met, the entire benefit amount is paid, subject to the Policy terms and conditions.

Hospital/Nursing Home/Clinic means any institution established for inpatient care and day care treatment of illness and / or injuries and which has been registered as a hospital/nursing home/clinic with the local authorities under the Clinical Establishments (Registration and Regulations) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said Act.

Medically Necessary Treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:

- is required for the medical management of the injury suffered by the insured or any other occupant travelling in the insured vehicle;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a medical practitioner;
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

### Pre-existing diseases means any condition, ailment, injury or disease:

- That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or
- For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.

"Telephonic/Virtual Consultation" shall mean any consultations provided by Medical Practitioners/Healthcare Professionals through a virtual mode of communication, such as via audio, video, online portal, chat or mobile application for routine health query or second opinion.

### **Specific Exclusions:**

- Any expenses related to a sickness, disease or medical disorder not directly consequential to accident.
- Any expenses related to pre-existing diseases or medical disorders, except for Tele consultation service
- 3. Any physiotherapy treatment.
- Any expense not supported by an original and valid bill / receipt and related prescription of the attending Medical Practitioner / Hospital / Nursing Home.
- Any expenses for treatment commenced after 3 days from the date of accident.
- Not more than sum-insured as mentioned in the schedule during per policy tenure.
- Any expense arising or resulting from or traceable to intentional selfinjury, suicide or attempted suicide physical defect or infirmity.
- 8. Any expense arising or resulting from or traceable to an accident happening due to the influence of intoxicating liquor or drugs.

Subject otherwise to the terms exceptions condition  $\boldsymbol{\vartheta}$  limitations of the policy.

#### Motor Floater

UIN: IRDAN115RP0002V02201920/A0012V01202223

In consideration of the payment of Rs \_\_\_\_\_ by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to offer below mentioned benefits:

#### Benefit offered

- To offer a single policy irrespective of the number of vehicles owned by proposer\* and an option to have different sub-limits/IDV for each vehicle.
- Different vehicle may have different risk start date, based on the respective due dates of insurance of each vehicle. However, the risk end date of all the vehicles would be aligned with the risk end date of the vehicle which has the earliest risk start date.

### For Example-

Components	PVT01	PVT 02	TW 01
Previous Year Policy End date	8-Jul-22	10-Aug-22	15-Sep-22
Floater Policy Risk Start Date	9-Jul-22	11-Aug-22	16-Sep-22
Floater Policy Risk End Date	8-Jul-23	8-Jul-23	8-Jul-23

- As shown above, the risk end date of all the 3 vehicles are aligned which will help insured to have similar risk start date during next renewal.
- For aligning the risk start dates the premiums are calculated on pro rata basis, wherever the risk period of the vehicle is less than 12 months.

Explanation & definitions of Add on features-

- \*Proposer for Motor Floater is defined as an individual who can pool their-own or their family member's vehicles in a single policy using the Motor Floater add-on.
- Family shall mean & include the proposer and any one or more of the family members as mentioned below:
  - (i) legally wedded spouse.
  - (ii) Parents and Parents-in-law.
  - (iii) Children (i.e. natural or legally adopted)
  - (iv) And siblings of the proposer
- Sum Insured for the purpose of Motor Floater Add-on would mean-

Summation of Insured declared value (IDV) of each of the vehicles covered in the floater policy will be the Motor Floater Sum-Insured\*\*.

\*IDV is defined as the amount which is determined and agreed upon between the insurer and the proposer/insured with respect to any insured vehicle at the inception of the policy period, up to which indemnification shall be allowed in case of loss in any single incidence/event.

\*\*Motor Floater Sum-Insured is defined as the maximum amount in case of any single incidence/event, available to be utilised by any/all the vehicles covered under the Floater Policy subject to the individual vehicle IDV. The Sum Insured can change on renewal or with mid-term inclusion & exclusion of a vehicle.

Mid Term inclusion of vehicles-

Proposer/ insured can add a new vehicle to the motor floater during the currency of the policy provided that it falls under the preview of the add-on. Premium for such vehicle included shall be paid by proposer/ insured as a separate charge calculated on pro rata basis for the remaining period of the policy. The floater sum insured would get increased to the extent of IDV of new vehicles added.

• Mid Term exclusion of vehicles-

Mid Term exclusion may be necessitated by total loss/ Constructive Total Loss (CTL)/total-theft of a vehicle or sale of any one or more of the vehicles by the insured included in the floater add on.

In case of Sale/ ownership transfer of any one of the vehicle, refund would be done as per terms of the base policy.

In case of total loss/CTL/total-theft of any vehicle, the floater add on would continue with the remaining vehicles in the policy.

For the above scenarios, floater sum insured would get decreased to the extent of IDV of the excluded vehicles.

Other coverage & Exclusions would be as per the base policy.

Cancellations & endorsements as applicable would be guided as per the base policy terms & conditions.

### **Telematics**

UIN: IRDAN115RP0002V02201920/A0020V01202223

### STANDARD FORM

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 Add-on cover hereinafter contained and has paid the premium mentioned in the schedule as consideration for such cover in respect of accidental loss or damage occurring to the insured vehicle during the period of insurance.

# NOW THIS ADDON WITNESSETH

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

### SCOPE OF COVER:

Telematics Add-on shall be offered with the Base Motor Insurance policy, of either Private car or Two Wheeler and all covers, regulations and exclusions of the base motor policy would apply to the policy with Telematics add-on also.

Plans under Telematics Add-on (Add-on would be applicable to Section 1 of the policy only i.e Motor Own Damage, Fire & Theft)

- 1) Pay As You Use (PAYU) plan: This Add-on would convert the base motor product into an Asset cum Usage based product. The Premium charged for the insurance of the base motor vehicle would depend partially on the usage i.e., Kilometres clocked or estimated Kilometres to be clocked during the tenure of the policy.
  - The Add-on would be offered with Base product, covering different Kilometer ranges as opted by the Insured. Insured will have an option to top-up for additional Kilometers (by paying additional premium) once the Kilometers opted in the Initial plan is exhausted during the policy period.

- The Kilometer based plan (initial & top-ups) would cover only the perils against section-1 of the policy, i.e. Motor Own-damage, Fire & Theft.
- The Add-on will be effective for the same period as the Motor Own Damage under section 1 of the policy unless and until stated other-wise, however coverage in the policy would be valid only when purchased Kilometers remains partially or fully un-used at the time of occurrence of loss.

# Terms of PAYU coverage:

- This Add-on is offered on Kilometer based usage, i.e. the premium will be charged based on opted plans of different Kilometer ranges.
- b) Insured can opt for any offered Kilometer range as per his/her requirement. If the initially purchased kilometers are exhausted, Insured may top-up the add-on (from the available top-up options) at any time during the policy period, subject to additional payment of premium thereto.
- c) Any claim reported under Section 1 of the policy after exhaustion of purchased Kilometers (initial or top-up) will not be covered. However, keeping practical scenarios in view, 100 (one hundred) grace Kilometers would be offered after exhaustion of purchased kilometers (only for accident cases & not for theft cases).

If the vehicle is not driven more than 100 Kms after exhaustion of the purchased plan the claim made would still be honored subject to payment of premium for top-up after the loss and within the currency of the policy.

- d) Kilometers remaining unused after expiry of the term of the base policy would carry forward to the renewed policy subject to the following:
  - Maximum number of Kilometers that can be carried forward will be 1000 if renewed within the due date, or within 30 days from expiry of the policy.
  - Beyond 30 days from due date of renewal, carry forward of un-used kilometers will not be allowed.
- e) Insured should ensure that the number of Kilometers driven at any point during the policy tenure or at the point of claim is easily ascertainable through use of technology or through readings in vehicles odometer or through any other available means.

Any act of tempering with such devices or readings, or any act which renders such devices non-functional would make the policy/Add-ons/covers in-effective and may lead to repudiation of claims made.

If the device is rendered non-functional or is malfunctioning is observed due to any defect in the device (caused by wear & tear or manufacturing defect), the Insured should bring the same to the notice of Insurer immediately.

- f) Insured may opt for other available add-ons in the base product of Private Car and Two Wheeler.
- g) NCB as per applicable rate would be provided to the insured for the initial Km based purchase of package and also on top-up Kms repurchased there-after during the same policy period irrespective of claim in the running policy.

- h) In case of transfer of ownership endorsement, the New Owner would be eligible for the un-used number of Kms left in the purchased plan along with the TP/PA part of the policy if applicable. Additional premium towards NCB and other charges may be applicable as per the provisions of Indian Motor Tariff applicable to the base product.
- The Company may cancel the policy as prescribed in the base 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 for un-used Kms of last purchased plan, whether initial and/or top-up (and not for any accumulated Kms carried forward from previous year's policy). The policy may also be cancelled at any time by the insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium for the un-used Kms purchased. Refund of premium would be done only for the un-used Kms, whether initial and/or top-up (and not for any accumulated Kms carried forward from previous year's policy).

However no refund would be provided if cancellation is initiated by Insured in last 30 days of the policy period.

In scenarios where cancellation of the policy is necessitated by virtue of Total Loss, Total theft or Constructive total loss, no refund would be made towards the Own-Damage premium.

Return of the premium by the company will be subject to retention of the minimum premium of `100/- (or `25/-in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons) per year. Where the ownership of the vehicle is transferred, the policy stands cancelled automatically.

All other provisions and regulations related to Cancellation would be same as applicable to the base product.

- Pay How You Use plan: This plan would convert the base motor product into an Asset cum "Usage and/or Driving-Behaviour" based product.
  - Being a usage based Add-on, the insurance premium would be effected based on how an insured vehicle is Used and/or Driven.

Historical data of relevant customer segment may also be used to establish the inherent behavior of the specific segment of customer to extend upfront pricing variability.

	Discounts							Lo	oadin	ıgs	
Driving	10	9	8	7	6	5	4	3	2	1	0
Score	Up	Up	Up	Up	Up	Up	Up	Up	Up	Up	Up
Band	to	to	to	to	to	to	to	to	to	to	to
	20%	18%	16%	14%	12%	-	12%	14%	16%	18%	20%

 The Driving / Usage behavior would be derived basis available parameters and would be classified into Score-ranges or Bands. Discounts and loadings would be provided to the insured based on the Score Bands achieved over a period of time.

Example (for representative purpose):

Best Driving score Band 10

Least Driving score Band0

Above mentioned percentages may be offered as discounts and loading basis the Driving-behavior score bands. Applicable score band & scoring pattern would be updated at the point of policy purchase.

 The Add-on will be effective for the same period as the Motor Own Damage under section 1 of the policy unless and until stated other-wise

### Terms of PHYU coverage:

a) Insured should ensure that the number of Kilometers driven and other parameters related to driving behavior, at any point during the policy tenure or at the point of claim is easily ascertainable whether through use of technology or through readings in vehicle's devices (like Odometer) or through any other available means.

Any act of tempering with such devices or readings, or any act which renders such devices/facilities/technologies nonfunctional would make the policy/Add-ons/covers ineffective and may lead to repudiation of claims made.

If the device is rendered non-functional or is malfunctioning is observed due to any defect in the device (caused by wear & tear or manufacturing defect), the Insured should bring the same to the notice of Insurer immediately.

b) Insured may also opt for other available add-ons in the base product of Private Car and Two Wheeler.

#### Note:

Insured may opt for any one or both the PAYU & PHYU plans within the Telematics Add-on.

In case Insured opts for both the plans the provisions related to product feature, Endorsement & Cancellations would be as mentioned under "Terms of PAYU coverage". In addition, Insured's driving behavior would also be factored-in for deriving the premium.

Warranty: Warranted that the insured named herein/owner of the vehicle holds a valid Pollution Under Control (PUC) Certificate and/or valid fitness certificate, as applicable, on the date of commencement of the Policy and undertakes to renew and maintain a valid and effective PUC and/or fitness Certificate, as applicable, during the subsistence of the Policy. Further, the Company reserves the right to take appropriate action in case of any discrepancy in the PUC or fitness certificate.

# Grievances

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority (IRDA) through the Integrated Grievance Management Section (IGMS) or IRDA Grievance Call Centre(IGCC) at their toll

free no.155255. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDA website: www.irdaindia.org, or on the Company's website at www.icicilombard.com.

# **DETAILS OF INSURANCE OMBUDSMAN**

Jurisdiction of Office Union Territory, District	Office Details
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.

#### **DETAILS OF INSURANCE OMBUDSMAN Jurisdiction of Office Union Territory, District** Office Details JAIPUR - Smt. Sandhya Baliga Rajasthan. Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in ERNAKULAM - Ms. Poonam Bodra Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry. Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in KOLKATA - Shri P. K. Rath West Bengal, Sikkim, Andaman & Nicobar Islands. Office of the Insurance Ombudsman. Hindustan Bldg. Annexe, 4th Floor, 4. C.R. Avenue KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in LUCKNOW -Shri Justice Anil Kumar Srivastava Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Office of the Insurance Ombudsman. Banda, Chitrakoot, Allahabad, Mirzapur, 6th Floor, Jeevan Bhawan, Phase-II. Sonbhabdra, Fatehpur, Pratapgarh, Nawal Kishore Road, Hazratgani, Jaunpur, Varanasi, Gazipur, Jalaun, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Fax: 0522 - 2231310 Raebareli, Sravasti, Gonda, Faizabad, Email: bimalokpal.lucknow@cioins.co.in Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. Goa, Mumbai Metropolitan Region MUMBAI - Shri Milind A. Kharat excluding Navi Mumbai & Thane. Office of the Insurance Ombudsman. 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in NOIDA - Shri Chandra Shekhar Prasad State of Uttaranchal and the following Office of the Insurance Ombudsman, Districts of Uttar Pradesh: Bhagwan Sahai Palace Agra, Aligarh, Bagpat, Bareilly, Bijnor, 4th Floor, Main Road, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, U.P-201301. Tel.: 0120-2514252 / 2514253 Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Email: bimalokpal.noida@cioins.co.in Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur. Bihar, Jharkhand. PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in Maharashtra, Area of Navi Mumbai and **PUNE - Shri Vinay Sah** Thane excluding Mumbai Metropolitan Office of the Insurance Ombudsman. Region. Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-41312555

The updated details of Insurance Ombudsman are also available on IRDA website: www.irdaindia.org on the website of Office of the Executive Council of Insurers (formerly GBIC): www.ecoi.co.in , website of the company www.icicilombard.com or from any of Our offices.

Email: bimalokpal.pune@cioins.co.in

Now you can intimate your motor claim with an SMS. Just SMS CLAIM to 575758



Mailing Address: Interface Building No. 16, 601-602, 6th Floor, New Link Road, Malad (West), Mumbai - 400 064.

Registered Office Address: ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.

Visit us at www.icicilombard.com • Mail us at customersupport@icicilombard.com • Toll Free No.: 1800 2666 • Chargable No.: +91 86 55 222 666

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