PROSPECTUS - PRIVATE CAR PACKAGE POLICY
UIN - IRDAN115RP0017V01200102

Scope of cover

Add-on Cover

IL Smart Assist
UIN: IRDAN115RP0017V01200102/A0097V02202526

In consideration of payment of an additional premium of Rs. ..... by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy and subject to Policy terms and conditions, the Company hereby undertakes to provide the Insured, upon their request, the following emergency assistance services/covers arising out of an accident, breakdown, measures initiated for mitigation of breakdown/ accident or distress of the insured during travel in insured vehicle whilst the normal and intended use of the insured vehicle during the Policy Period as mentioned in Policy Schedule, in any area where the Company has its presence through its network garages or through the network of the service provider. Customer can choose one or more than one listed service available for the add-on:

List of services-

- Legal Assistance
- Emergency Medical Expenses (EME)
- Travel Inconvenience
- Convenience Service
- Wallet Assistance
- Loss of DL/RC
- Arrangement of PUC document
- Sports Equipment Cover
- Location and delivery of spare parts
- Pet cover
- Loss of Personal Belongings
- Battery Charging Support for EVs
- Vehicle Break-down cover
- Towing on breakdown/accident
- Breakdown support over phone
- Arrangement/Supply of fuel
- Emptying of fuel tank
- Arrangement of keys
- Battery jump start
- Message Relay

- Flat Tyre
- Minor Repairs
- Arrangement of rental vehicle
- Arrangement of Accommodation
- Referring a Legal Advisor
- Referring a Hospital
- Taxi Benefits
- Accommodation Benefits
- Daily Allowance
- Quality Assurance
- Service Assure

1. **Legal Assistance:** Subject to the terms, conditions, exclusions, limitations of this Policy, and with prior consent of the Company, legal expenses incurred by the Insured Person, for services rendered by the Legal Practitioner in connection with bail application of insured and custody of insured vehicle involved in an accident will be covered. The liability of the Company will be limited up to sum insured of Legal Assistance Add-on as mentioned in policy schedule.

   Legal Expenses shall not cover:

   a. Bail bond amount paid by the Insured.
   b. Costs arising from disputes between the Insured Person and the Legal Practitioner regarding the terms or fees of their engagement.
   c. Any fines, penalties, or damages awarded against the Insured Person in connection with the accident.
   d. Legal costs related to any criminal prosecution where the Insured Person is found guilty.
   e. Expenses for legal services that are unrelated to the accident or the release of the vehicle.
   f. Any legal costs incurred before the occurrence of the accident or without Company prior written consent.
   g. Costs of legal representation in relation to claims made by or against third parties unless specifically covered under the policy.

   Exclusions:

   1. For any legal action that is false, fraudulent, exaggerated, or based on misrepresentations made by the Insured Person.
   2. Where at the time of the insured incident, the Insured Person:
      - was disqualified from driving;
      - did not hold a valid driving license to operate the insured vehicle;
      - failed to comply with laws governing the ownership or use of the vehicle.
   3. For deliberate, wilful, or intentional non-compliance with any statutory provisions or judicial pronouncements.
   4. In respect of a claim made or considered against the Company or third-party claim under the same policy.

5. If the Insured Person is driving the insured vehicle under the influence of alcohol, drugs, or any other intoxicating substances, the claim shall not be admissible. Additionally, no expenses will be covered for any other person driving the insured vehicle under such influence, nor will expenses related to the release of the vehicle in such circumstances be covered.
6. For any claims arising from, based upon, or attributable to a wrongful act or circumstance known to the Insured Person, or that the Insured Person reasonably should have known, prior to the inception date of this policy.

Conditions:

1. The Coverage shall not apply to vehicles used for racing, rallying, motorsports, or any similar activities, nor to instances where the vehicle is operated in violation of applicable laws in force at the time of use.
2. The Coverage shall not be available for Acts of God events, including natural disasters or other unforeseeable events beyond human control.
3. The Coverage will terminate immediately, and the Insured Person shall be required to refund all legal expenses paid under the policy if the accident is conclusively proven to have been caused deliberately by such Insured Person.

2. Emergency Medical Expenses (EME)

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.

1. 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 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 necessary medical 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 The Company 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 the maximum number of days as specified in the Policy Schedule, during the Policy Period. 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 beyond per event policy excess, stated in the Policy Schedule, as applicable.

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.

(i) 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
1. 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.
2. 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.
3. 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.
5. 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.
6. 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 service:

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 disease (PED)" means any condition, ailment, injury or disease:

a) that is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer; or

b) for which medical advice or treatment was recommended by, or received from, a physician, not more than 36 months prior to the date of commencement of the policy.
"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:

a. Any expenses related to a sickness, disease or medical disorder not directly consequential to accident.
b. Any expenses related to pre-existing diseases or medical disorders, except for Tele consultation service
c. Any physiotherapy treatment.

d. Any expense not supported by an original and valid bill / receipt and related prescription of the attending Medical Practitioner / Hospital / Nursing Home.
e. Any expenses for treatment commenced after 3 days from the date of accident.
f. Not more than sum-insured as mentioned in the schedule during per policy tenure.
g. Any expense arising or resulting from or traceable to intentional self injury, suicide or attempted suicide physical defect or infirmity.
h. 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 & limitations of the policy.

3. **Travel Inconvenience-** In the event of the Insured vehicle getting immobilized due to an accident or breakdown caused by or arising out of the use of the insured vehicle while travelling to Airport/Railway station, company will compensate insured's expenses up to the amount specified in the Policy Schedule towards Air /Train ticket and Hotel expenses which is unused or forfeited within 24 hours of travel ticket cancellation.

4. **Convenience Service:** Company will provide range of benefits that will enhance the protection of insured vehicle such as vehicle preventive maintenance service, pickup & drop for vehicle maintenance servicing and vehicle accident or breakdown related repair, wheel alignment, and such other allied services designed to mitigate and prevent risk. Such services may be provided by the Company through its network garages or service providers and may be offered as a bundled service to the Insured.

   Service Limitations as stated below:
   Service can be availed maximum twice during the policy tenure

5. **Wallet Assistance:** In event of loss of wallet of insured during usage of insured vehicle / travelling in the insured vehicle during an accident or breakdown caused by or arising out of the use of the insured vehicle, insurance company will assist in below services:
   a) Immediate cash assistance up to Rs. 5000 to meet your expenses
   b) Cashless settlement of your hotel bills and assistance in booking return tickets
   c) Assistance in Blocking of debit/credit cards
   d) Assistance in Police FIR for lost wallet/id cards/debit cards/credit cards

Provided always that-
   a) There is no involvement of fraud practices
   b) Claim is being availed once during the policy tenure
   c) Required cash or cashless settlement of hotel bills will be paid back/ transferred by the Insured to the Company or Company representative's account, within the stipulated time period as communicated to the Insured during the incident or maximum within 2 days of the incident.

6. **Loss of DL/RC:** In case where the insured or insured's driver suffers a loss of valid original Driving License and/or the valid original Registration Certificate during travel in insured vehicle due to an accident or breakdown caused by or arising out of the use of the Insured

Vehicle, Company would provide re-imbursement up to Rs. 5,000 or actual expenses incurred whichever is less to obtain duplicate license and/or Registration Certificate.

Provided always that:

a) First Information report filed with Police authority (within 7 days of documents loss) stating loss of Driver's License and/or Original Vehicle Registration Certificate must be submitted to company.
b) The claim is payable only once during the Policy Period.
c) In case of driver's driving license loss, Insured must prove driver's employment for more than 30 days during the Policy Period with submission of Employment records/ contracts, Salary certificate.
d) The Insured should take all reasonable steps to safeguard Vehicle Registration Copy and Driving License from loss.

7. **Arrangement of PUC document:** In case where insured has lost PUC certificate during travel / usage of insured vehicle, the Company would facilitate arrangement for providing PUC Certificate. However, company would intimate the Insured of all charges payable to the vendor which shall be borne by the Insured directly.

8. **Sports Equipment Cover:** In case the Insured Vehicle contains Sports equipment as specified below and the same is damaged due to an accident caused by or arising out of the use of the insured vehicle, the Company would cover the accidental damage by offering repair or replacement or reimbursement of damaged equipment's.

Provided always that:

- All categories of Sports equipments as mentioned below viz, Adventure sports, Endurance sports and Hobby sports stands covered.
    a) Adventure sports – Mountain/Water/Racing sports equipments
    b) Endurance sports - Trekking/Cycling/Racing shoes/Speed skating equipments
    c) Hobby sports – Football/Baseball/Volleyball equipments
- Any accidental damage to sports equipments as a result of accident of Covered vehicle;
- This benefit is subject to a maximum of ₹ 5000 (five thousand);
- This benefit is offered only once during the Policy Period
- Intimation of claim has to be within 24 hours from the date & time of occurrence of accident.
- Any contractual liability is excluded from the scope of cover

9. **Location and delivery of spare parts:** In the event of accident or breakdown of the vehicle, caused by or arising out of the use of the insured vehicle, the Company will assist in locating and delivering the spare parts when it is not possible for the local repairer to obtain them in the city of repair. Provided that the parts are available within Geographical limits. All such charges for purchase of spare parts would be borne by the Insured, subject to policy terms and conditions.

10. Pet cover:

In case the Insured Vehicle is occupied by Pet, the Company will assist in providing relevant Pet Health Assistance for any injury or medical expenses caused by or arising due to an accident or breakdown or arising in direct relation with insured vehicle.

Subject to terms as below:

- The Company will assist in arranging for consultation during the road trip by a Veterinary Doctor.
- This benefit is subject to a maximum of ₹5000 (five thousand).
- Any contractual liability is excluded from the scope of cover.

11. Loss of Personal Belongings:

Plan A

The Company hereby undertakes to indemnify the Insured, upto an amount as stated in the Schedule, for the loss of his personal belongings on account of breakdown /damage to or theft from the Insured vehicle. Provided always that:

1. A deductible of Rs. 500 would be applicable for each claim under this add-on.
2. A First Investigation Report (FIR) is registered with the Police for such loss.
3. The Company would not be liable for:
    a. Any loss in open top or convertible cars unless the belongings are kept in the locked boot.
    b. Any loss of money, securities, cheques, bank drafts, credit or debit cards, jewellery, gems, stones, contact lens, glasses, travel tickets, watches, laptops, mobiles, valuables, manuscripts, paintings, work of art.
    c. Any loss of the personal belongings unless the Insured vehicle is locked and all doors & windows are properly fastened while unattended.
    d. Any loss of or damage to belongings carried in connection with any trade or business.
    e. Any theft from vehicles parked in no-parking zone and from unattended vehicle after accident or breakdown .
    f. Any claim intimated to the Company after 30 days of such loss.

Plan B

The Company hereby undertakes to indemnify the Insured, upto an amount as stated in the Schedule, for the loss of his personal belongings, including mobile phones and/or laptops, on account of breakdown/ damage to or theft from the Insured Vehicle. Provided always that:

4. A deductible of Rs.500 would be applicable for each claim under this addon, except when the claim is being made only for mobile phones and/or laptops.
5. A First Investigation Report (FIR) is registered with the Police for such loss.
6. The Company would not be liable for:
    a. Any loss in open top or convertible cars unless the belongings are kept in the locked boot.

b. Any loss of money, securities, cheques, bank drafts, credit or debit cards, jewellery, gems, stones, contact lens, glasses, travel tickets, watches, valuables, manuscripts, paintings, work of art.
c. Any loss of the personal belongings unless the Insured vehicle is locked and all doors & windows are properly fastened while unattended.
d. Any loss of or damage to belongings carried in connection with any trade or business.
e. Any theft from vehicles parked in no-parking zone and from unattended vehicle after accident or breakdown
f. Any claim for a laptop/mobile phone not declared at the time of Policy issuance.
g. Any claim intimated to the Company after 30 days of such loss. Any amount more than the market value of the mobile phones or laptops as stated at the time of Policy issuance, deducted appropriately for depreciation as per the Section 32 of Income Tax Act.

12. **Battery Charging Support for EVs:** In the event of the Insured vehicle being an Electronic Vehicle is immobilized due to an accident or breakdown caused by or arising out of the use of the insured vehicle, the Company will assist the insured in having reliable access to charging infrastructure and assistance through app based/tele-calling/physical support in form of below services:
    a) Self-troubleshoot through tele calling or intelligent Chabot/mobile based support.
    b) Video chat instantly with trained Electric Vehicle specialists to get immediate resolution.
    c) Access to mobile charging services and there are no nearby charging stations.
    d) Support for finding nearby public charging stations.

13. **Vehicle Break-down cover:** In an event of an Insured vehicle being immobilized or malfunctioning due to any technical snag or defect developed in the parts, the company will provide Break down repair cover subject to the Sum insured separately mentioned in the schedule for this purpose.

Conditions:

1. The defects should have developed due to normal and intended use of the vehicle.
2. Any defect attributable to manufacturing defect and / or part of any recall program will not be covered.
3. The vehicle should have undergone regular and timely servicing / maintenance as recommended by the Manufacturer.
4. The repair should be pre-approved by the Company or its representative.

14. **Towing on breakdown / accident:** In the event of the Insured 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 ____ kms from the location of the breakdown or accident or as specified in the schedule), provided always that any charges for a distance beyond the one mentioned herein shall be borne by the Insured.

15. **Breakdown support over phone:** In the event of minor mechanical errors/faults/non-functioning of the Insured 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 vehicle.

16. **Arrangement/Supply of fuel:** In the event of the Insured 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 or accident. Provided always that all labour costs and conveyance costs would be borne by the Company and all expenses on fuel would be borne by the Insured.

17. **Emptying of fuel tank:** In the event of the fuel tank of the Insured 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 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.

18. **Arrangement of keys:** In the event of the Insured losing the keys of the Insured vehicle, the Company would arrange for pickup and delivery of the spare keys of the Insured vehicle to the place where the Insured vehicle is located. Alternatively, the Company would provide the service of unlocking the Insured vehicle with the help of vehicle technicians at the location of the Insured 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 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.

19. **Battery jump start:** In the event of the Insured vehicle being immobilized due to a rundown battery, due to accident or breakdown the Company would arrange for a vehicle technician to jump start the Insured 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

20. **Message Relay:** In the event of the Insured vehicle getting immobilized as a result of an accident or breakdown, the Company would arrange to send urgent message to the specified persons, as requested by the Insured, through available means of communication.

21. **Flat Tyre:** In the event of the Insured 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 or accident.

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 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.

22. **Minor Repairs:** In the event of the Insured vehicle being immobilized due to a minor mechanical/electrical fault or minor accident, the Company would assist the Insured by sending a vehicle technician to the location of breakdown or accident to carry out the Minor Repairs as mentioned in policy schedule. Provided always that
    a) 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 or at the network garage of the company/ service provider, requiring limited spares.

23. **Arrangement of rental vehicle:** In the event of the Insured vehicle being immobilized due to a breakdown or accident, the Company would facilitate arrangement for alternative mode of conveyance, from the place of breakdown or 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.

24. **Arrangement of Accommodation:** In the event of the Insured vehicle being immobilized due to a breakdown or 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.

25. **Referring a Legal Advisor:** In the event of an accident involving the Insured 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 accident has taken place at least 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.

26. **Referring a Hospital:** In the event of an accident involving the Insured 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 accident has taken place at least 50 kms away from the Insured's place of residence, as per the address declared by the Insured at the time of Policy issuance.

27. **Taxi Benefits:** In the event of the Insured vehicle being immobilized due to an accident or breakdown, the Company shall provide free travel of the occupants of the Insured vehicles up to 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.

28. **Accommodation Benefits:** In the event of the Insured vehicle being immobilized due to an accident or breakdown, the Company shall provide occupants of the Insured vehicle with a hotel accommodation for one day, for a maximum of Rs. 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.
    b) 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.

29. **Daily Allowance:** In an event of accident of the vehicle due to insured peril and the vehicle is in garage under repair for a minimum number of days, as stated in the schedule the Company will provide the following covers -
    a) Pay a daily allowance towards regular conveyance, 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. Such allowance would be provided in form of travel voucher or reimbursement of self-arranged conveyance or courtesy vehicle/ alternate-travel-arrangement.
    b) Such daily allowance would be upto the maximum daily amount mentioned on the schedule and would be triggered after the minimum number of days as stated on the schedule.
    c) In case, any additional repairs are carried out for non-insured parts or damages due to perils which are not covered, the daily allowance would be restricted to reasonable number of days as agreed along with surveyor & garage/ workshop manager.

The Daily allowance will not be payable if any or all of the following condition applies:

1. If Vehicle is not repaired at the Network Garage
2. Delay due to non-availability of spare parts required for repair

3. Number of days will be counted from the next calendar day after the insured vehicle is delivered to the garage for repair and would end on the day immediately preceding the date on which the vehicle is ready for inspection or delivery.
4. In case of reimbursement bill/invoice for travel made has to be submitted to the Company.
5. The travel vouchers provided would be valid for 24 hours only.

30. Quality Assurance: In an event of accident or breakdown of the vehicle due to insured peril and the vehicle is in garage for repair for a minimum number of days, as stated in the schedule the Company will provide:

Assurance on the quality of workmanship for a period of 24 months or 10000 kms post repair whichever is earlier for the repairs carried out at the Network Garage. If any defects arise owing to the quality of workmanship, the same would be repaired/replaced at no extra cost to the policyholder. However, any kind of consequential losses are not covered under this Add-on.

31. Service Assure: In the event of the Insured vehicle being immobilized due to an accident/breakdown, the Company will assure that the towing vehicle will reach the accident / breakdown spot / location shared by insured, within stipulated timelines as mentioned in policy schedule, for the purposes of:

a. Battery Charging Support (Emergency Assistance Service No. 12);

b. Towing on breakdown/accident (Emergency Assistance Service No. 14); and

c. Minor Repairs (Emergency Assistance Service No. 22)

In case the towing vehicle does not reach the location within the specified time, the Company shall endeavor to send its representative to assist the customer and make necessary arrangements for towing of the vehicle. The Insured at its own option may deliver the possession of the insured vehicle to the Company's representative for necessary repairs at the network garage as per policy terms. However, if the towing vehicle/ the representative of the Company is not able to reach the spot / location within the specified timelines, the Company shall extend the following benefits to the Insured:

(i) The customer shall be entitled to receive benefit of other services, as specified above, which are not part of the policy certificate;

(ii) Personalized telephonic assistance services by claim expert;

(iii) Customer distress assistance/ support;

(iv) Identification of causes of vehicle breakdown & vehicle check-up; and

(v) Replenishment of the First-Aid Kit.

The above mentioned benefits shall be provided to the customers on receipt of service request through the Company's designated communication channels like call centre no. – (1800 2666), mobile app. – (IL TakeCare), website – (www.iciclombard.com).

The abovementioned service(s) / benefits shall not be available in the following circumstances:

- The location of the vehicle is in a remote, inaccessible, or legally restricted area, including but not limited to forest zones, off-road terrain, or restricted access zones;
- Where the information furnished by the Insured is inaccurate, incomplete, or misleading, including incorrect location details, vehicle condition, or contact particulars;
- Where the Insured Vehicle is rendered non-repairable (on-site) and non-towable due to mechanical failure, and workshop-level repairs are mandatorily required.
- The vehicle would require necessary towing since on-site servicing would violate manufacturer's safety or warranty guidelines.
- The service(s) will not be available in case of any force majeure, natural event or manmade disturbance.

In case of all of the above mentioned assistance services/covers, the Company would not be liable for:

1. Providing the abovementioned services under conditions of, war, invasion, rebellion, revolt, civil commotion, civil war, acts of terrorism, nuclear fission, act(s) of government(s)/government agencies/judicial/ quasi-judicial authorities.
2. Any claims where the Insured 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.
3. Any claim where the Insured 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.
5. 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.
7. Any loss/damage caused to the Insured 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.
9. Any claim in case of breach of the following conditions of the policy, being one of the following conditions, namely:
    a. A condition excluding the use of the vehicle—
        i. For hire or reward, where the vehicle is on the date of the contract of insurance a vehicle not covered by a permit to ply for hire or reward; or
        ii. For organised racing and speed testing; or
        iii. For a purpose not allowed by the permit under which the vehicle is used, where the vehicle is a transport vehicle; or
        iv. Without side-car being attached where the vehicle is a two-wheeled vehicle; or

b. A condition excluding driving by a named person or by any person who is not duly licenced or by any person who has been disqualified for holding or obtaining a driving licence during the period of disqualification or driving under the influence of alcohol or drugs.

10. Any claim in case the policy is void on the ground that it was obtained by nondisclosure of any material fact or by representation of any fact which was false in some material particular.

Note: The facilitated services mentioned above if opted and mentioned in policy schedule may be subject to the terms and conditions as provided by the service providers during the term of the policy.

The Company shall not be held responsible or liable for any act/error/omission or for quality of services provided. The services procured by the Insured from service providers shall be at their own risk and liability.

IL Smart Assist Add-on is subject to the other terms, conditions, limitations and exclusions of the underlying policy.

Note:

1. The Service Assure option may be selected only if all the three, Battery Charging Support, Towing on breakdown/accident and Minor Repairs services have also been selected.
2. Please visit www.icicilombard.com for the updated list of cities.

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 Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDA Grievance Call Centre(IGCC) at their toll free no. 1800 4254 732 / 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: https://irdai.gov.in/, or on the Company's website at www.icicilombard.com or on https://www.cioins.co.in/Ombudsman.

Note:

1. The add-on is filed under various products. Terms and conditions applicable of the base product are applicable in respective add-on as well. Please refer the policy wordings of respective products for better understanding.

2. The facilitated services mentioned above if opted and mentioned in policy schedule may be subject to the terms and conditions as provided by the service providers during the term of the policy. The Company shall not be held responsible or liable for any

act/error/omission or for quality of services provided. The services procured by the Insured from service providers shall be at their own risk and liability

3. Customer can choose one or more than one listed service available for the add-on.

STATUTORY WARNING
PROHIBITION OF REBATES
(Under Section 41 of Insurance Act, 1938)

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

[Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.]

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.