PROSPECTUS – RYDRAKSHA INSURANCE POLICY
UIN - IRDAN115RPMT0019V01202627

SCOPE OF COVER

The Company will indemnify the Insured against loss or damage to the Insured vehicle and/or its accessories whilst thereon, in accordance with the covers opted for by the Insured and specified in the Policy Schedule.

POLICY PERIOD

Means the period commencing from policy start date and hour and terminating on the policy end date and hour as specified in the policy schedule.

SUM INSURED

The Company's maximum liability under this Policy shall, in all circumstances, shall be limited to the Sum Insured specified in the Policy Schedule, or to the respective Sum Insured applicable to individual covers. For the purposes of this Policy, the Sum Insured in respect of each cover shall be determined and fixed at the inception of each Policy Period.

It shall be a condition precedent to the issuance of this Policy that the Insured shall mandatorily opt for Cyber Risk Cover.

BASE COVER

- Cyber Risk Cover

OPTIONAL COVERS

1. Motor Sahayak
2. Loss of Personal Belongings
3. Key Protect
4. Emergency Medical Expenses
5. Emergency Driver Assist
6. IL Smart Road Side Assistance

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 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.

The services offered under "IL Smart Road Side Assistance" can be opted as individual covers or may be opted collectively

i. Travel Inconvenience
ii. Convenience Service
iii. Wallet Assistance
iv. Loss of DL / RC
v. Arrangement of PUC document
vi. Sports equipment Cover
vii. Location and delivery of spare parts
viii. Pet Cover
ix. Battery Charging Support for EVs
x. Vehicle Break-down cover
xi. Towing on breakdown/accident
xii. Breakdown support over phone
xiii. Arrangement/ Supply of fuel
xiv. Emptying of fuel tank
xv. Arrangement of keys
xvi. Battery jump start
xvii. Message Relay
xviii. Flat Tyre
xix. Minor Repairs
xx. Arrangement of rental vehicle
xxi. Arrangement of Accommodation
xxii. Referring a Legal Advisor
xxiii. Referring a Hospital
xxiv. Taxi Benefits
xxv. Accommodation Benefits
xxvi. Service Assure

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.

DEFINITION

- **Insured:** The registered owner of the insured vehicle.
- **Company:** ICICI LOMBARD GENERAL INSURANCE COMPANY.
- **Sum Insured:** Sum Insured is defined as the maximum liability of the Company for each cover.
- **Insured Vehicle:** The motor vehicle specified in the Policy Schedule.
- **Compromise:** Any unauthorized control or access to Insured vehicle's digital systems.

- **Confidential Information:** Sensitive personal data not meant to be shared publicly.
- **Cyber-attack:** A targeted attack when someone uses computers or the internet to break into Insured vehicle & connected devices, with an intention to steal information, or cause damage.
- **Cyber Extortion:** Threats to deny entry, exit, use of the vehicle or damage to the vehicle or it's systems unless payment is made in the form of cash, marketable goods and services.
- **Cyber incident:** Any malicious act or malware including cyber-attack occurring on Insured vehicle and connected devices.
- **Data Breach:** Unauthorized access to or leak of Insured personal or confidential information.
- **Legal Costs/Expense:** Expenses for hiring lawyers, consultants, and court-related fees.
- **Malware:** Harmful software like viruses, spyware, ransomware, etc.
- **Personal Data:** means any data about an individual who is identifiable by or in relation to such data.
- **Theft of Funds:** Money stolen via unauthorized electronic transfer.
- **Third Party:** Anyone other than Insured (the policyholder).
- **Unauthorised Access:** shall mean unauthorised acquisition, duplication, manipulation, or disabling of any digital or electronic system used to control access to, unlock, start, or operate the insured vehicle.
- **Assistance Services:** Coordinative/facilitative, non-indemnity services activated only upon motor-distress events (e.g., towing, flat tyre, battery jump-start/EV charging, taxi/accommodation coordination, legal/hospital referrals).
- **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

- **Franchise:** a minimum amount of loss that must be incurred before insurance coverage applies. Once the minimum amount of loss is met, the entire benefit amount is paid, subject to the Policy terms and conditions.
- Hospital/Nursing Home/Clinic means any institution established for in-patient 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:** 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.

- **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.
- **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.

COVERAGES

Cyber Risk Cover

The Company undertakes to indemnify the Insured against damage to or liability arising out of or in connection with a cyber-incident.

The Company's maximum liability under this policy shall be limited to the Sum insured mentioned in the policy schedule or respective sub limits for the features as applicable.

This policy provides coverage to the Insured against cyber-incident i.e vehicle unauthorized access, hacking, or any form of digital compromise, resulting in access impairment, misappropriation of funds, or legal liabilities.

Notwithstanding the foregoing, this policy shall only be operative where the Cyber Incident arises directly from or is connected to the Insured Vehicle's systems or integrated connected devices and provided that the Insured has exercised reasonable cybersecurity measures, including but not limited to the timely installation of all applicable software updates.

What's covered:

1. **Restoring Vehicle Access**
   In the event that the electronic remote access systems of the Insured Vehicle including but not limited to keyless entry systems, mobile applications, Bluetooth connectivity, or biometric authentication, are compromised due to a Cyber Incident, the Company shall indemnify the Insured for the costs incurred towards repair, reset, reinstallation, or restoration of the affected software or digital systems.

2. **Cyber Extortion**
   The Company shall indemnify the Insured for any cost and expenses incurred due to an unauthorized access caused by a cyber-incident affecting systems installed in, or embedded within, or connected with the Insured's vehicle resulting to a cyber extortion.

Further, in cases where the Company requests Insured to notify any concerned authorities about the cyber extortion, same should be duly followed & complied with. Insured must notify any relevant concerned authorities of the cyber extortion.

3. **Protection from Theft of Funds**
   The Company will indemnify the Insured for any direct and pure financial loss arising from unauthorized access caused by a cyber-incident affecting systems installed in, embedded within, or connected to the Insured's vehicle; such as syncing a mobile device, using connected vehicle controls via smartphone or tablet, resulting in theft of funds from the Insured's bank account, credit/debit card, mobile wallet, or other digital platforms, subject to policy terms and conditions.

4. **Legal Costs if Someone Sues Insured**
   The Company will indemnify the Insured towards a legal liability due to unauthorized access caused by a cyber-incident affecting systems installed in, or embedded within, or connected with the Insured's vehicle resulting in a claim, suit, or proceeding instituted by a third party in connection with a data breach involving such third party's confidential information or personal data. The Company shall reimburse the Insured for reasonable and necessary legal expenses incurred in the defense of any such claim, provided that such expenses are incurred with the Company's prior written consent.

5. **Your Legal Action Against Others (Data Breach)**
   In the event the Insured suffers a financial loss due to unauthorized access, misuse, or mishandling of Insured's personal or confidential data, relating to the Insured Vehicle, by any third party, the Company shall indemnify the Insured for reasonable legal expenses incurred in initiating legal proceedings against such third party for recovery of damages.

What's not covered:

This policy shall not cover:

- Incidents not directly caused by or linked to a cyber-incident.
- Events Insured already knew about before buying this cover.
- Insured intentional or reckless actions.
- Physical damage to the vehicle or regular wear and tear.
- Investment or trading losses.
- Physical or mental health issues arising out of the cyber-incident.
- Loss/theft of intellectual property (like trademarks, patents).
- Claims between co-owners under the same policy.
- Improvements to Insured personal device beyond restoring it.
- Gambling losses.
- Cyber terrorism or war-related incidents.
- Not updating Insured vehicle software or security patches as required by the manufacturer.
- Data stored in third-party apps not approved by Insured vehicle company.
- Server-level hacks, including but not limited to OEMs, OES or any server beyond control of the Insured.
- Any loss or consequential losses arising due to misplacement, destruction, modification, unavailability, inaccessibility of and/or delay in trading with cryptocurrencies, consisting of coins (eg. Bitcoin, Ethereum, Ripple, IOTA), tokens

(Eg. EOS, Nem, Tether) or public and/or private keys being used in conjunction with the aforementioned.

- Any loss or consequential losses arising in cases of failure to update the previous two versions of the software provided by the manufacturer shall be excluded from coverage.

Optional Cover:

1. Motor Sahayak

In consideration of the payment of an additional premium by the Insured, it is hereby agreed and declared that, notwithstanding anything contained herein to the contrary and subject otherwise to the terms, conditions, exclusions and limitations of this Policy, the Company shall, upon the request of the Insured, arrange and facilitate the assistance services and/or benefits specified under this Cover in the event of distress arising from an Accident or during travel in the Insured Vehicle during the Policy Period.

The Company's obligation under this Cover shall be limited to facilitating and arranging the services expressly described herein and shall not exceed the applicable service limits, sub-limits, or Sum Insured, as specified in the Policy Schedule.

1. **Emergency Assistance**

   If the Insured while travelling in the Insured Vehicle requires emergency assistance arising from distress caused by an Accident occurring during the Policy Period, the Company shall, upon request, arrange and facilitate access to 24x7 telephonic or virtual consultation services, with multilingual support (subject to availability), and/or on-ground assistance through its authorised service providers.

   Such assistance may include support in connection with guidance for proceedings including bail, release of confiscated vehicle and custody of the Insured Vehicle involved in the Accident, and associated documentation and procedural requirements, in accordance with the provisions of the Motor Vehicles Act and other applicable laws.

   The services provided under this benefit are limited to facilitation and assistance through service providers and shall not be construed as legal representation or advice, or a guarantee of any outcome, including the grant of bail or release of the Insured Vehicle.

2. **Reimbursement of Expenses**

   The Company shall reimburse the defence costs incurred by the insured person, up to the sum Insured specified in the policy schedule, provided that the Insured person notifies the Company of the incident within forty-eight (48) hours of its occurrence or as soon as reasonably practicable thereafter, and obtains the Company's prior written consent before incurring such costs.

For the purpose of this Cover, defence costs shall mean reasonable and necessary expenses incurred solely in connection with an Accident covered under this Policy, including:

- Expenses relating to bail application proceedings;
- Costs incurred for the release, recovery or custody of the Insured Vehicle;
- Legal practitioner or advocate fees directly attributable to the covered incident;
- Court filing, documentation and procedural charges; and
- Consultation fees directly connected with the covered incident.

3. **Documentation Assistance**

The Company shall, upon the Insured's request, arrange and facilitate, through its authorised service providers, vehicle compliance, regulatory and documentation assistance services in respect of the Insured Vehicle which will include regularization of traffic challans, whether in person or through representation/assistance and assistance in retrieving vehicle-related records and documents from the Regional Transport Office (RTO) or other competent authorities through digital and/or physical facilitation channels, for the purpose of supporting the roadworthiness, registration and regulatory compliance of the Insured Vehicle.

CONDITIONS

1. The Company's obligation is limited to facilitation, coordination, assistance, and/or reimbursement (where applicable) within the defined scope of this cover.
2. The Company does not guarantee:
   - legal or judicial outcomes,
   - authority approvals,
   - penalty waivers,
   - fixed timelines, or
   - uninterrupted service availability.
3. The Insured Person shall:
   - provide accurate information and documents;
   - cooperate with the Company and service providers; and
   - comply with applicable laws and regulations.
4. These services may be subject to the terms and conditions as provided by the service providers during the term of the policy. Services may be subject to operational constraints including location, authority working hours, system availability, and force majeure conditions. 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.
5. The services shall be limited to no of times as opted and specified in the policy schedule.

EXCLUSIONS

a. Bail bond amount /Surety to be paid or arranged 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;

h. Fraudulent, forged, or misrepresented claims or documents;

i. Use of vehicle for racing, motorsports, rallying, or unlawful activities;

j. criminal acts or intentional misconduct; and

k. Any cost for any litigation/proceeding whatsoever against the Company

2. Loss of Personal Belongings

Plan A

The Company hereby undertakes to indemnify the Insured and family, for an amount as stated in the Schedule, in respect of loss of personal belongings on account of damage to or theft from the Insured's vehicle.

Provided always that:

1. A deductible of Rs. 500 would be applicable for each claim under this policy.
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 includes smart watches, laptops, mobiles, valuables, manuscripts, paintings, work of art.
   c. Any loss of the personal belongings unless the Insured's 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.

Plan B

The Company hereby undertakes to indemnify the Insured and family, for an amount as stated in the Schedule, for the loss of his personal belongings, including mobile phones and/or laptops and/or smart watches on account of damage to or theft from the Insured's Vehicle.

Provided always that:

1. A deductible of Rs. 500 would be applicable for each claim under this policy, except when the claim is being made only for mobile phones and/or laptops.
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 except smart watches, valuables, manuscripts, paintings, work of art.
   c. Any loss of the personal belongings unless the Insured's 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.
   f. 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.

3. Key Protect

In consideration of payment of an additional premium by the Insured as mentioned in policy schedule, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to pay upto an amount as stated in the Schedule, to indemnify the Insured for the cost incurred towards repairing/replacing the car keys and/ or locks and/ or lockset, including the locksmith charges, upon the occurrence of theft/ burglary/ loss of or damage to the keys and/ or lock and/ or the lockset of the Insured's vehicle, during the Policy Period.

Provided always that:

I. Not more than two claims would be payable under this policy for a Policy Period.
II. The replaced keys/ lock/ lockset should be of same nature and kind as the one for which the claim is being made.
III. Replacement of key(s) only would be done only for broken or damaged keys. In case of theft of key(s), entire set comprising of key, lock and lockset would be replaced.
IV. Any loss or damage to the keys/lock/lockset is reported to the Company within 30 days of such loss or damage.
V. The Company would not be liable for:
   a. Any damage/loss to keys/lock/lockset due to malicious activities, any deliberate or criminal act.
   b. Any loss or damage to the lock or lockset prior to the loss or theft of keys.
   c. Any loss or damage to the lock only.
   d. Any loss or damage covered under the manufacturer's warranty.

e. Any claim where the Insured is not able to provide the invoices/ receipts for the payments made.
f. Any loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
g. Any loss or destruction of, or damage to, any part of the Insured's vehicle other than the keys of the Insured's vehicle, its associated lock, ignition system, any immobilizer, infra-red handset and/or alarm attached to the fob.
h. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government or public or local authority.
i. Any kind of consequential losses.
j. Damage to keys or locks due to wear and tear, weather, mechanical or electrical breakdown, cleaning, repairing, restoring, or gradual deterioration/loss of value.
k. Any malware attack.
l. Any fraudulent, dishonest, malicious or criminal act committed by Insured or his/her representative or in collusion with the Insured resulting in damage/loss to keys/ lock/ locksets.
m. Any loss or damage to the lock or lockset prior to the inception of the policy.
n. Losses recoverable under any other insurance or any scheme by the Manufacturer or Dealer or any other source may not be covered under this policy.
o. Any claim within the first 5 days of the happening of loss.

VI. In case of misplaced / stolen keys where the entire set needs to be replaced with a new set altogether, the duplicates of misplaced/ stolen keys, are required to be deposited with the Company.

VII. Deduction for betterment: In case the affected keys/ lock/ lockset of the same type is not available, and only an improved version is available, then, an amount commensurate to such betterment/ improvement shall be deducted.

VIII. Due care and precautions must be taken to avoid anything which might result in a claim under the policy.

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

4. Emergency Medical Expenses

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.

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 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 over 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 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 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.
   a. 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;
   b. 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 shall be admitted by the Company under the Accident coverage of the Policy, except for Tele-Consultation services.
2. Claim under this cover 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.

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.

5. Emergency Driver Assist

Subject to the terms, conditions, exclusions, and limitations of the Policy, if, during the Policy Period, the Insured Person becomes suddenly unwell or medically/physically unfit to continue driving the Insured Vehicle, the Company shall, at its discretion, provide the following:

(a) Arrangement Basis:
Arrange for a qualified and authorised driver through its service provider network to safely drive the Insured Vehicle to a nearest hospital / clinic or destination as requested; or

(b) Reimbursement Basis:

Reimburse reasonable and necessary expenses incurred by the Insured Person in engaging a professional driver due to such condition, only where the Insured Person has first contacted the Company/requested assistance under sub-clause (a) and such assistance could not be arranged by the Company. Reimbursement shall be limited to a maximum of amount per hour, as specified in the Policy Schedule, and subject to the maximum number of hours and instances stated therein.

Conditions

1. This service may be availed during the Policy Period for instances as specified in the policy schedule, subject to the maximum duration of up to 4 hours for each instance.
2. Where the Insured has opted for a maximum duration exceeding four (4) hours, and the same has been expressly accepted by the Company and specified in the Policy Schedule, it shall be a condition precedent to any liability of the Company that, for each and every instance in which services exceeding four (4) hours are availed, the Insured shall submit to the Company complete, valid, and verifiable medical consultation documents corresponding to the same date of such service availed along with Invoice of the service availed & payment receipt.
3. The request for service must be made through the Company's authorized medium i.e
   - Toll-free No.: 1800 2666
   - WhatsApp No.: 7738282666
   - IL TakeCare App
   - Our website: https://www.icicilombard.com/customer-support
   - Email ID: customersupport@icicilombard.com,
4. The Company shall indemnify the Insured for the service charges of a driver strictly up to the maximum number of instances and the maximum duration per instance, as specified and stated in the Policy Schedule. Any services availed in excess of the specified number of instances and/or duration per instance shall not be covered under this Policy, and all such costs shall be borne solely by the Insured, without any liability on the part of the Company.
5. The service shall not be available where the Insured Person requests the service at or prior to the commencement of journey i.e from the place of residence, wherein the Insured Person has not yet begun driving the Insured Vehicle.
6. The Service can be availed by the Insured for driving the Insured Vehicle, subject to the eligibility, availability, and usage limitations as specified in the Policy Schedule.
7. The Emergency Driver Assist facility is available only for Private Car category.

Exclusions

1. The Company shall not be liable for:
   - any consequential loss under this service.
   - any delay of the driver in reaching destination due to circumstances such as traffic congestion, adverse weather conditions, law and order situations, or other force majeure events.
   - any act, omission, negligence, or misconduct of the driver beyond the extent covered under applicable law.
   - any claim arising while the Insured Vehicle is being used in violation of applicable laws or Policy terms and conditions.
2. Any charges incurred without prior intimation to the Company or its authorized service provider.
3. Any extension of service duration beyond the time limit.
4. Any utilization after exhaustion of the eligible number of service requests during the Policy Period.
5. Any additional charges incurred shall be borne solely by the Insured.

This cover is subject to the other terms, conditions, limitations and exclusions of the underlying policy.

6. IL Smart Road Side Assistance

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 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.

The services offered under "IL Smart Road Side Assistance" can be opted as individual covers or may be opted collectively

i. Travel Inconvenience

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

ii. Convenience Service

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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 electrical system checks, AC performance check, Battery Health check, 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:

The service may be availed the number of times specified in the Policy Schedule for each annual period during the currency of the policy.

iii. Wallet Assistance

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

iv. Loss of DL/RC

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of

the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

v. Arrangement of PUC document

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

vi. Sports Equipment Cover

The covers shall be available upon the occurrence of an accident, or actions taken to mitigate the consequences of such accident involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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 equipment's as mentioned below viz, Adventure sports, Endurance sports and Hobby sports stands covered.
    a) Adventure sports - Mountain/ Water/ Racing sports equipment's.
    b) Endurance sports - Trekking/ Cycling/ Racing shoes/ Speed skating equipment's.

c) Hobby sports - Football/ Baseball/ Volleyball equipment's.

- Any accidental damage to sports equipment's as a result of accident of Covered vehicle.
- This benefit is subject to a maximum of Rs. 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.

vii. Location and delivery of spare parts

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

viii. Pet cover

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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 Rs. 5000 (five thousand).
- Any contractual liability is excluded from the scope of cover.

ix. Battery Charging Support for EVs

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

x. Vehicle Break-down cover

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xi. Towing on breakdown/ accident

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xii. Breakdown support over phone

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xiii. Arrangement/ Supply of fuel

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xiv. Emptying of fuel tank

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xv. Arrangement of keys

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xvi. Battery jump start

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xvii. Message Relay

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xviii. Flat Tyre

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xix. Minor Repairs

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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 policy, 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.

xx. Arrangement of rental vehicle

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xxi. Arrangement of Accommodation

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xxii. Referring a Legal Advisor

The covers shall be available upon the occurrence of an accident, or actions taken to mitigate the consequences of such accident involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xxiii. Referring a Hospital

The covers shall be available upon the occurrence of an accident, or actions taken to mitigate the consequences of such accident involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xxiv. Taxi Benefits

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xxv. Accommodation Benefits

The covers shall be available upon the occurrence of an accident, breakdown, distress situation, or actions taken to mitigate the consequences of such accident or breakdown involving the insured vehicle during the Policy Period as stated in the Policy Schedule. Coverage shall apply only during the normal and intended use of the insured vehicle and within locations where the Company has service coverage through its network garages or authorised service providers.

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.

xxvi. 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
b) Towing on breakdown/accident; and
c) Minor Repairs

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.icicilombard.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.

Note: The facilitated covers 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.

GENERAL EXCEPTIONS (APPLICABLE TO ALL COVERS SPECIFICALLY STATED OTHERWISE)

1. 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.
2. Any claim where the Insured vehicle can be safely transferred on its own power to the nearest garage/ workshop.
3. Any claims triggered by any kind of consequential losses.
4. 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.
5. Any expenses for supply or replacement of parts/consumables.
6. Any loss/damage caused to the Insured vehicle when it is being used/driven against the recommendations of the owner's/ manufacturer's manual.
7. Any claims where services have been availed of without the prior consent of the Company.

8. 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.

9. 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.

10. Loss, damage, liability, cost, or expense not arising from a covered peril/trigger under the selected Cover(s).

11. Any claim arising out of any contractual liability.

12. The Company shall not be liable to provide any benefit in respect of any claim arising out of or resulting from the insured vehicle being declared a Total Loss, Constructive Total Loss, Cash Loss, or Theft Total Loss under the Policy.

13. 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 Use' Or

   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.

   c) Any accidental loss, damage and/or liability caused, sustained or incurred, while vehicle not being registered permanently will not be covered.

   d) Any minor scratches to the vehicle, paint fading, wear and tear arising out of normal use and requiring touch-up or minor repair under routine maintenance will not be covered.

   e) Any liability of whatsoever nature caused or contributed by or arising due to the vehicle being driven by a person without having valid driving license will not be covered.

14. Any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area.

15. Fines, penalties, or punitive/exemplary damages.

16. Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any

consequential loss.

17. Any liability of whats oever 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.
18. 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.

GENERAL CONDITIONS

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy.

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.

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 defense or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.

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.

The policyholder can cancel the policy at any time during the term, by informing the insurer. In case the Policyholder cancels the policy, he/ she is not required to give reasons for cancellation.

In such case of cancelation, the insurer will refund proportional premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.

In case the term of the policy is more than 12 months, the insurer will refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced. The insurer can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.

The insurer can cancel the policy only on the grounds of Non-disclosure of material facts, established fraud, mis-representation, non-co-operation of the insured, by giving minimum notice of 7 days to the retail policyholder.

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.

Interpretation/ Priority: Cover-specific provisions override General Conditions where inconsistent; otherwise, the more specific clause prevails.

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 provisions.

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.

Limitations as to Use

The Policy covers use of the vehicle for any purpose other than: Hire or Reward, Carriage of goods (other than samples of personal luggage), Organised racing, Pace Making, Reliability trails or Speed testing, any purpose in Connection with Motor Trade.

CLAIM PROCEDURE

Details of procedure to be followed for cashless service as well as for reimbursement of claim-

Claim Intimation: Connect with us via:

- Toll-free No.: 1800 2666,
- Our website: https://www.icicilombard.com/customersupport,
- Email ID: customersupport@icicilombard.com,
- IL TakeCare App or • Send "Hi" to RIA on WhatsApp @7738282666.

Alternatively, you can inform our network garages -
https://www.icicilombard.com/cashless-garages
The customer shall submit all the claim related documents along with claim form at the time of claim intimation.

File an FIR: Only in case of malicious damage, key loss, or a major accident.

Garage Visit: Report your vehicle to the nearest network garage, find list here
https://www.icicilombard.com/cashless-garages

Surveyor Appointment: Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim.

Submit Documents: Upload your documents on our website, WhatsApp, ILTakecare App or send it to the assigned CSM. For list of required documents, please visit: https://eclaim.icicilombard.com/mobilefront/#/home

Repair Approval: Repair estimate will be assessed and approved by CSM/ surveyor.

Payments: For Cashless Claim - Approved amount will be paid directly to the garage. Any balance amount will be paid by you (the insured).

For Reimbursement Claim: Approved amount will be paid to the insured's account as per bank details provided by the insured.

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.

Discount in Premium

The discount in insurance premium, if any is at the discretion of the underwriter of the company.

GRIEVANCE

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 of India (IRDAI) through the Bima Bharosa Portal - https: //bimabharosa.irdai.gov.in/ or IRDAI 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 IRDAI website: https://irdai.gov.in/, or on the Company's website at www.icicilombard.com or on https://www.cioins.co.in/Ombudsman.

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.