PROSPECTUS – PASSENGER CARRYING VEHICLE LIABILITY POLICY

UIN - IRDAN115RP0015V01200102

Scope of cover

BASIC COVER

This motor insurance policy covers you for:

- **Personal Accident Cover**
  The motor insurance provides compulsory personal accident cover for individual ownerdriver of the vehicle insured while traveling in, mounting or dismounting from the vehicle. You can also opt for a personal accident cover for passengers (limited to the carrying capacity of the vehicle, excluding the driver)

- **Third Party Legal Liability**
  Covers for legal liability against third party due to accidental damage for
  - Any permanent injury/death of a person or,
  - Any damage caused to the property.

Significant Exclusions

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

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

2. Any claim arising out of any contractual liability;

3. Any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
   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

4.
   a) Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss

b) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

5. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

6. Any accidental loss damage and/or liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

Sum Insured

The Insured's Declared Value (IDV) of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle. The IDV of the vehicle (and side car/accessories, if any, fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the insured vehicle at the commencement of insurance/ renewal and would subsequently change as per depreciation grid below for each one year block within the policy period for the insured vehicle. All ages of vehicle subject to valid fitness certificate as required under the law would be covered by the aforementioned product. The IDV arrived as per the above method may also be increased or decreased basis various factors like Location, usage, road type/ terrain etc. with agreement of the insured. The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) /Cash Loss claims only.

NOTE: The foregoing is only an indication of the cover offered. For details, please refer tothe Policy document, available on request.

CONDITIONS

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

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

respect of any occurrence which may give rise to a claim under this Policy. In case of theft or criminal act which may be the subject of a claim under this Policy the insured shall give immediate notice to the police and cooperate with the Company in securing the conviction of the offender.
Wherever details pertaining to any incident which results in a claim, are conveyed by the insured to the insurer after reasonable period, insured shall provide the reasons of such delay to the insurer and insurer may on analysis of reasons provided by insured, condone the delay in intimation of claim or delay in providing the required information/documents to the insurer.

2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.

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

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

a) For total loss/constructive total loss/ Cash loss of the vehicle-the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
b) For partial losses, i.e. losses other than Total Loss/Constructive Total Loss/ Cash loss of the vehicle actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

5. The insured shall take all reasonable steps to 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.

6. 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.

Under no circumstances can the insurer cancel statutory Motor Third Party Liability insurance or any other compulsory insurance mandated by law except in case of double insurance or total loss/Cash loss.

Cancellation due to Total Loss/Total Theft/ Cash loss of Vehicle/ Double insurance

- In the event of lodgment and settlement of a total loss claim of any nature including theft and constructive total loss/ cash loss, the company will refund the liability section premium in full for the unexpired years (where the risk has not yet incepted). There would no refund for the premium related to lapsed years (Risk years/12 month periods which have expired before the Cancellation effective date) and for the current year where the cancellation effective date falls.
- In the event of cancellation of policy due to double insurance, the company will refund the liability section premium in full for the unexpired years (years for which the Risk has not yet incepted). For the year where policy is in-force (risk has incepted), premium will be refunded as follows:

Sl no.	Scenarios	Same Risk start date (RSD)	Different Risk start date (RSD)	
			First policy cancelled (on request of Insured)	Later policy Cancelled
1	Dual policy with similar cover issued by the company	Full Refund	1. Full refund - if request is received before RSD 2. Proportional Refund - If request is received after RSD.	Full
2	Dual policy with different Insurers	Full Refund - If cancellation request is received within 30 days from RSD. Proportional refund - if request is received after 30 days from RSD.	Proportional Premium Refund	Proportional Premium Refund

7. 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.

8. If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.

9. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle. Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-

a. Death Certificate in respect of the insured
b. Proof of title to the vehicle Original Policy.

Warranty:

The insured/vehicle owner must hold valid Pollution Under Control (PUC) and/or Vehicle Fitness Certificate at the start of the policy. Certificates should be maintained throughout policy period. Company may act in case of discrepancies with certificates.

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