PROSPECTUS – PRIVATE CAR LIABILITY POLICY
UIN - IRDAN115RP0012V02200102

Scope of cover

BASIC COVER

This motor insurance policy covers you for:

Loss or Damage to your Vehicle

- **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.

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

ADDITIONAL COVERS

- IL Smart Assist: The Company hereby undertakes to indemnify the Insured on various emergency assistance services during the Policy Period as mentioned in Policy Schedule, in any area where the Company has its presence through its network garages or through the network of the service provider.Customer can choose one or more than one listed service available under the add-on in addition to the covers / services Towing on breakdown / accident and Minor Repairs which are mandatory and constitute as base plan.

List of services-

- Legal Assistance
- Emergency Medical Expenses (EME)
- Travel Inconvenience
- Convenience Service
- Wallet Assistance
- Loss of DL/RC
- Arrangement of PUC document
- Sports Equipment Cover
- Location and delivery of spare parts

- Pet cover
- Loss of Personal Belongings
- Battery Charging Support for EVs
- Vehicle Break-down cover
- Towing on breakdown/accident
- Breakdown support over phone
- Arrangement/Supply of fuel
- Emptying of fuel tank
- Arrangement of keys
- Battery jump start
- Message Relay
- Flat Tyre
- Minor Repairs
- Arrangement of rental vehicle
- Arrangement of Accommodation
- Referring a Legal Advisor
- Referring a Hospital
- Taxi Benefits
- Accommodation Benefits
- Daily Allowance
- Quality Assurance
- Service Assure
- Emergency Driver Assist

Significant Exclusions:

1. I. The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein
    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.

    II. The Company shall not be liable in respect of any claim arising out of any contractual liability.

    III. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.

    IV. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.

2. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed 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 consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, 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.

3. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

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.

I. Notice shall be given in writing to the Company immediately upon the occurrence of any accident and in the event of any claim. Every letter claim writ summons and/or process 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 accident 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.

II. 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. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.

III. The insured shall take all reasonable steps to maintain the insured vehicle in efficient condition and the company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured.

IV. 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 Double insurance

- In the event of cancellation of policy due to double insurance, the compan will refund the Own damage and 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:

Different Risk start date (RSD)				
SL No.	Scenarios	Same 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	Full refund - if request is received before RSD 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

V. 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.

VI. The due observance and fulfillment of the terms, conditions and endorsement 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.

VII. 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 thedeath of insured or until the expiry of this policy (whichever is earlier). During the said period, legal

heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by :-

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

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

Discount in premium

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

Grievances

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority (IRDA) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDA Grievance Call Centre(IGCC) at their toll free no. 1800 4254 732 / 155255. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDA website: https://irdai.gov.in/, or on the Company's website at www.icicilombard.com or on https://www.cioins.co.in/Ombudsman.

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.