

**SALES LITERATURE – GOODS CARRYING VEHICLE LIABILITY POLICY**

**UIN - IRDAN115RP0013V01200102**

**Scope of cover**

**Add-on Cover**

**Motor Sahayak**

**UIN: IRDAN115RP0013V01200102/A0176V01202627**

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 Add-on 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 Add-on 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 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 Add-on.
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.

### **CANCELLATION**

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.

## **GRIEVANCE CLAUSE**

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](http://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](http://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.