PROSPECTUS – VEHICLE BUY BACK INSURANCE POLICY
UIN - IRDAN115RPMT0015V01202526

Scope of cover

BASIC COVER

The Vehicle Buy Back Insurance covers you for:

Vehicle buy back value shall be the Sum Insured for the policy and shall represent the value assured by the company, that the insured vehicle is expected to realize in the market upon sale of the insured vehicle at any time during the policy tenure, provided that the kilometers driven by the insured vehicle are within the declared kilometers or exceeded kilometers, as applicable, under the Fixed or Flexible option opted by the insured at the time of policy issuance and as specified in the policy schedule.

In an event of sale of the insured vehicle during the policy tenure, if the realized value in the market is less than the vehicle buy back value as specified in the policy schedule, the Company shall indemnify the insured for the differential amount between the realized value and the vehicle buy back value subject to policy terms and conditions.

Further, each insured vehicle shall be subject to specific return conditions as mentioned in the policy, which must be complied with throughout the policy tenure, in accordance with the policy terms and conditions.

NOW THIS POLICY WITNESSETH:

That subject to the Terms, Exceptions and Conditions contained herein or endorsed or expressed hereon.

Chapter 1 - Coverages

- Vehicle Buy Back refers to a coverage under the Policy whereby, in the event the insured vehicle is sold during the policy tenure after reaching the declared or exceeded kilometers under the Fixed or Flexible option opted by the Insured at the time of policy issuance, and the Realized Value of the insured vehicle is lower than the Vehicle Buy Back Value specified in the Policy Schedule, the quantum of claim payable under this coverage shall be the difference between the Vehicle Buy Back Value specified in the Policy Schedule and the Realized Value of the insured vehicle, subject to the terms and conditions of the Policy.

- Fixed Kilometer (Kms)- The coverage under the Policy shall cease upon the insured vehicle reaching or exhausting the kilometers declared by the Insured, notwithstanding the unexpired policy tenure. No claim shall be admissible once the insured vehicle reaches or exceeds the declared kilometer limit.

Illustration:

Sum Insured:	Rs. 4,00,000
Declared kilometers:	30,000 Km

Sum Insured applicable	**Odometer reading**
Buy back value	Upto 30,000 Km

The illustration demonstrates that where the Sum Insured under the Policy is Rs.4,00,000 and the Insured has declared 30,000 kilometers, the Buy Back Value equivalent to the Sum Insured shall be applicable as long as the odometer reading of the insured vehicle remains up to 30,000 kilometers.

- Flexible Kilometer (Kms) - Upon the insured vehicle reaching or exhausting the kilometers the coverage shall continue; however, the sum insured shall stand reduced as specified in the Policy Schedule for the exceeded kilometers. Any claim arising thereafter during the policy tenure shall be payable only up to such reduced sum insured.

Illustration:

a. Sum Insured:	Rs. 4,00,000
b. Declared kilometers:	30,000 Km
c. Odometer reading	31,000 Km
d. Km exceeded	1,000 Km
e. >30000 Km	Reduction in Sum Insured by 5% for every 1000 Kms exceeded subject to the maximum exceed of 4,000 km beyond which no claim will be payable.
f. Reduction in Sum Insured by Rs. 5 for every Km exceeded	5,000 Km (1000 *5)
g. Reduced SI	3,95,000 (a-f)

The illustration demonstrates that where the Sum Insured under the Policy is Rs. 4,00,000, and the declared kilometer is 30,000 kilometers. At the time of claim, the odometer reading of the insured vehicle is recorded at 31,000 kilometers, thereby exceeding the declared limit by 1,000 kilometers. As per the applicable policy condition, the Sum Insured is subject to reduction at the rate of 5% for every 1,000 kilometers exceeded, subject to a maximum permissible limit of 4,000 kilometers, beyond which no claim shall be payable under the Policy.

- The policy provides coverage against risks that may lead to a disproportionate decrease in the insured vehicle. Risks such as advancements in vehicle technology, model obsolescence, the manufacturer exiting the market, regulatory changes (insurance and OEM related), etc. that impact the vehicle's compliance or desirability.
  (The above list is for illustrative purpose only and not considered to be comprehensive or exhaustive).

- The policy shall remain in effect for a tenure specified in the schedule, and shall commence from the date of the original invoice or purchase of the insured vehicle.

- The policy is non-transferable to any subsequent owner of the vehicle during the policy tenure. Benefits and rights for claims under the Vehicle Buy Back Insurance policy are restricted only to the owner to whom this insurance policy was initially sold. The insurance cover under this policy would cease to exist on transfer of ownership.

Chapter 2 – Conditions and Exclusions:

CONDITIONS

This Policy wording 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.

- At the time of a claim, the insured vehicle must be in the condition as originally specified by the manufacturer.
  This includes, but is not limited to, the following conditions:
  a) The insured vehicle must not have undergone any technical modifications, alterations to its color, or any changes to its specifications.
  b) Furthermore, the insured vehicle must not have any structural modifications, including but not limited to cutting, welding, or alterations to the chassis or frame.
  Any deviations from the manufacturer's original / updated specifications may result in the denial of the claim.
- No action whatsoever is being undertaken that could reasonably be foreseen to have a material adverse impact upon the realized value of the insured vehicle.
- To prefer a claim under Vehicle Buy Back Insurance, insured shall not sell the insured vehicle without prior consent from insurer.
- The insured shall provide all vehicle related documents in their original form, which must be verifiable. Furthermore, there shall be no pending litigation or legal disputes involving the insured vehicle. Failure to comply with these requirements may result in the rejection of the claim.
- The battery range should not be less than 90% of the OEM prescribed range at the time of sale of the insured vehicle or specified on the schedule.

Exclusions:

The Company shall not be liable for any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- Any claim arising out of failure or inability to obtain unencumbered actual or constructive possession/title of the vehicle for any reason.
- Any claim arising due to sale of insured vehicle or use for any purpose other than originally intended and agreed upon.
- Reduction in the market value of the insured vehicle arising from damage sustained during the policy tenure, where the assessed repair cost exceeds twenty-five percent (25%) of the Ex-Showroom Price of the insured vehicle, whether or not such repair cost

is actually claimed under the motor insurance policy. For the purpose of determining applicability of this provision at the time of claim and inspection, the appointed surveyor shall refer to the Own Damage (OD) claim damage report.

- In case periodic maintenance of the insured vehicle is not carried out during the Service Period at authorized service centers at specified intervals and/or KM's as recommended by the manufacturer.
- Any claim where reduction in market value of the insured vehicle due to the policyholder's use of the insured vehicle in a manner inconsistent with the manufacturer's guidelines, operating instructions, or beyond the specified limitations outlined in the vehicle's manual. This includes, but is not limited to, any misuse, negligence, or operation under conditions not covered by the terms of the policy.
- Any claim arising out of fraudulent act committed by insured or any person entrusted possession of the insured vehicle by insured.
- Any loss where reduction in actual market value of the insured vehicle due to any unrepaired accidental damages/theft / absence of vehicle equipment's and / or accessories, fitted in new vehicle as standard equipment supplied by OEM.
- Any loss or reduction in the actual market value of the insured vehicle directly or indirectly due to any product recall campaign and/or any manufacturing defect whether or not resulting in a product call back campaign and which may or may not be recommended by OEM.
- Any interferences made to the speedometer / odometer / hour meter, or if there is any change to the corresponding mileage which was not indicated or reported to insurance company.
- Any claim where damage / destruction caused through cyber risks, loss, erasure, corruption or Altera computer virus) or loss of use, reduction in functionality, cost and expense of whatsoever concurrently or in any other sequence to the loss.
- Any claim arising out of changes in government regulations (other than insurance and OEM related) like NGT, impacting benefits under the policy.
- In the event that the kilometers exceed the declared kilometer to such an extent that the applicable reduction towards the Sum Insured result in the complete exhaustion of the Sum Insured, the Company shall have no further liability under this Policy, and no claim shall be payable thereafter.

Chapter 3 – Basis of Assessment of Claim:

Claim Processing

For preferring a claim under the product, ICICI Lombard GIC Ltd. has to be informed by the customer before effecting the sale of the insured vehicle.

- Customer to intimate claim for Vehicle Buy Back insurance by mentioning the expected realized value (available through open market or Dealer point).
  The surveyor would evaluate the claim in assistance with insured. After survey and evaluation of the insured vehicle, the company reserves the right to auction the vehicle through available platforms and provide the best quote will be considered of the vehicle to the customer. The best quote will be considered as the realised value as agreed between by the insured and the insurer.

- Any short fall against the Buy-back value against the best value quote would be considered as Claim amount payable to the customer by the company (subject to policy terms and conditions)

- If the best value quote is higher than the buy-back value then the claim may be closed without any payment to the customer.

Turnaround Time (TAT):

Assessment sheet /Survey report will be furnished within 15 days of assessment/ survey.

Claim will be decided within 7 days of receipt of the Intimation / survey report/ Assessment Sheet, as applicable.

Note: ICICI Lombard acts solely as a facilitator to help obtain the best available market Quote for the vehicle, without assuming responsibility for any ownership transfer.

The documents required would be as follows:

- Claim Form
- Base Policy Copy of Insured vehicle (Own Damage & Third Party), if other than ICICI Lombard
- Mandate Form / NEFT of Insured account
- Claim Details along with realized value quotes / valuation report obtained by the Insured, if any
- Regular service and maintenance history records
- Current reading of Speedometer/Odometer/Hour meter
- Financier Statement, if hypothecated
- NOC / No Dues Certificate from Financier, if hypothecated
- Original Sale Documents / Final Transfer set
- Copies of all vehicle documents along with Originals for Verification
- Original keys / accessories as supplied by OEM.

Chapter 4 - Warranty:

Warranted that in any event the company facilitates the sale of the insured vehicle, insured shall provide with all necessary required vehicle documents which should be acceptable to the company and clear of any encumbrances whatsoever, and such other documents or evidences of title as the company shall require.

Chapter 5 - Cancellation and Refund:

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 cancellation, the insurer will refund full premium before risk start date.

In case the policyholder cancels the policy after inception of risk start date, the Company shall:

(a) refund proportional premium for unexpired policy tenure, if the term of the policy is up-to one year and there is no claim(s) made during the policy tenure.

(b) refund premium for the unexpired policy tenure, 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, mis-representation, non-disclosure of material facts, fraud or non-co-operation of the insured by giving minimum notice of 7 days to the retail policyholder.

Chapter 6 - 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 (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

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.