

Issuing office :

PRIVATE CAR PACKAGE POLICY

Whereas the Insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Bajaj Allianz General Insurance Company Limited (hereinafter referred to as "Company") for the Insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accidental, loss or damage occurring during the Period of Insurance.

NOW THIS POLICY WITNESSETH that subject to the Terms, Exceptions, and Conditions contained herein or endorsed or expressed hereon.

SECTION I - LOSS OR DAMAGE TO THE VEHICLE INSURED

The Company will indemnify the Insured against loss or damage to the Motor Car insured hereunder and/or its accessories whilst thereon;

- a. by fire explosion self ignition or lightning;
- b. by burglary housebreaking or theft;
- c. by Riot and Strike;
- d. by Earthquake (Fire and Shock Damage);
- e. by Flood Typhoon Hurricane Storm Tempest Inundation Cyclone hailstorm Frost;

- f. by accidental external means;
- g. by malicious act;
- h. by terrorist activity;
- i. whilst in transit by road rail inland waterway lift elevator or air
- j. by landslide/rockslide

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced :

1. For all rubber nylon plastic parts tyre and battery
50%
2. For fibre glass components
30 %
3. For all parts made of glass
Nil
4. Rate of depreciation for all other parts including wooden parts will be as per the following schedule

AGE OF CAR	% OF DEPRECIATION
Not exceeding 6 months.....	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years....	10%
Exceeding 2 years but not exceeding 3 years...	15%
Exceeding 3 years but not exceeding 4 years..	25%

Exceeding 4 years but not exceeding 5 years.....35%

Exceeding 5 years but not exceeding 10 years...40%

Exceeding 10 years.....50%

2 The Company shall not be liable to make any payment in respect of :

a. consequential loss depreciation wear and tear mechanical or electrical breakdown failures or breakages

b. damage to tyres and tubes unless the Motor Car is damaged at the same time when the liability of the Company is limited to 50% of cost of replacement; and

c. Any accidental loss or damage suffered whilst the Insured or any person driving with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.

3 In the event of the Motor Car being disabled by reason of loss or damage covered under this Policy the company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the Insured but not exceeding in all Rs.1500/- in respect of any one accident.

The Insured may authorise the repair of the Motor Car necessitated by damage for which the Company may be liable under this Policy provided that:

- a. the estimated cost of such repair does not exceed Rs.500/-
- b. the Company is furnished forthwith a detailed estimate of the cost of repairs and
- c. the Insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

SUM INSURED - INSURED'S DECLARED VALUE (IDV)

The insured declared value (IDV) of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this policy which is fixed to the commencement of each policy period for the insured vehicle.

The IDV of the vehicle (and accessories if any fitted in the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model

as the vehicle insured at the commencement of insurance / renewal and adjusted for depreciation (as per schedule below).

The schedule of age wise depreciation as shown below is applicable for the purpose of Total loss / Constructive Total Loss (TL / CTL) claims only.

AGE OF VEHICLE	% OF DEPRECIATION FOR FIXING IDV
Not exceeding 6 months.....	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years.....	20%
Exceeding 2 years but not exceeding 3 years.....	30%
Exceeding 3 years but not exceeding 4 years.....	40%
Exceeding 4 years but not exceeding 5 years.....	50%

IDV of vehicles beyond 5 years of age and of obsolete models (i.e. Models which the manufacturers have discontinued to manufacture) is to be determined on the basis of understanding between the insurer and the insured.

IDV shall be treated as the 'Market Value' throughout the policy period without any further depreciation for the purpose of Total Loss (TL) / Constructive Total Loss (CTL) claims.

The insured vehicle shall be treated as a CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

SECTION II - LIABILITY TO THIRD PARTIES

1. Subject to the Limits of Liability as laid down in the Schedule hereto, the Company, will indemnify the Insured in the event of an accident caused by or arising out of the Motor Car, against all sums which the Insured shall become legally liable to pay in respect of :

- a. death of or bodily injury to any person including occupants carried in the Motor Car (provided such occupants are not carried for hire or reward) but except so far as it is

necessary to meet the requirements of Motor Vehicles Act the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured.

b. damage to property other than property belonging to the Insured or held in trust or in the custody or control of the Insured.

2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity which is granted by this section to the Insured the Company will indemnify any driver who is driving the Motor Car on the insured's order or with his permission provided that such driver shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

4. In the event of the death of any person entitled to indemnity under this Policy the Company will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

5. The Company may at its own option (A) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Section and (B) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject to the indemnity under this Section.

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 provision 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.

SECTION III - PERSONAL ACCIDENT COVER FOR OWNER - DRIVER

1 The Company undertakes to pay compensation as per the following scale for bodily injury / death sustained by the owner - driver of the vehicle, in direct connection with the vehicle insured or whilst driving or mounting into / dismounting from the vehicle insured or whilst traveling in it as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in :

Nature of injury	Scale of compensation
(I) Death	100%
(II) Loss of two limbs or sight of two eyes or one limb and sight of one eye.....	100%
(III) Loss of one limb or sight of one eye.....	50%
(IV) Permanent total disablement from injuries other than named above	100%

Provided always that

a) compensation shall be payable under only one of the items(i) to (iv) above in respect of the owner - driver arising out of any occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs 2. Lakhs during any one period of insurance.

b) no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) Intentional self injury suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of

intoxicating liquor or drugs.

c) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

2) This cover is subject to

(a) the owner-driver is the registered owner of the vehicle insured herein;

(b) The owner driver is the insured named in this policy.

(c) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the central Motor Vehicles Rules, 1989, at the time of the accident.

GENERAL EXCEPTIONS

(Applicable to all Sections of the Policy)

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

1. Any accident loss damage and/or liability caused sustained or incurred outside the Geographical Area.
2. Any claim arising out of any contractual liability.
3. Any accident loss damage and/or liability caused sustained or incurred whilst any Motor Car in respect of or in connection with which insurance is granted under this Policy is
 - a. being used otherwise than in accordance with the limitations as to Use or
 - b. being driven by any person other than a Driver as stated in the Driver's Clause.
4.
 - a. Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom 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 accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

6. Any accident 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 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.

DEDUCTIBLE

The Company shall not be liable for each and every under Section -I (loss of damage to vehicle insured) of this policy in respect of the deductible stated in the schedule.

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 accident or 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 a 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 co-operate with the Company in securing the conviction of the offender.

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. The Company may at its own option repair reinstate or replace the Motor Car 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 of the vehicle the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the schedule as the value of the wreck

b) For partial losses i.e. Losses other than total loss / constructive total loss of the vehicle - actual and reasonable cost of repair and / or replacement of parts lost or damaged subject to depreciation as per limits specified.

4. The Insured shall take all reasonable steps to safeguard the Motor Car 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 Motor Car or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Car be driven before the necessary repairs are effected any extension of the damage or any further damage to the motor car shall be entirely at the insured's own risk.

5. The Company may cancel the policy by sending seven days notice by recorded delivery to the insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the policy has been in force or the policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the company's Short Period

rates for the period the policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs. 25/- in respect of vehicles specifically designed / modified for use by blind / handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

6. If at the time any claim arises under this Policy there is any other existing insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of the loss damage compensation cost or expenses.

7. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the company shall disclaim liability to the insured for any claim hereunder, and such claim shall not within 12 calendar months from the date of such disclaimer have been the subject matter of a suit in a court of law then the claims shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. 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.

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 heirs of the Insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to his / her / their names or obtain a new insurance policy for the Motor Vehicle.

Where such legal heirs wish to apply for a transfer of this policy or obtain a new policy for the Motor Vehicle he / she / they should make an application as per his / her / their requirements within the aforesaid period to the Company. All such applications should be accompanied by :

- a. Death certificate in relation to the insured
- b. Proof of title to the Motor Vehicle
- C. Original Policy

The Company reserves its rights to abide by any order of the court in regard to declaration about the legal heir / heiress and ownership of the vehicle and the nominee will not have any right to dispute such order of the Court.

Bajaj Allianz General Insurance Company Limited

Head Office & Regd. Office: GE Plaza, Airport Road, Yerawada, Pune 411 006



Welcome to Bajaj Allianz and Thank You for choosing us as your insurer.

Please read your policy and schedule

The policy and policy schedule set out the terms of your contract with us. Please read your policy and policy schedule carefully to ensure that the cover meets your needs.

RESOLVING ISSUES

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz, If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd
GE Plaza, Airport Road
Yerawada, Pune 411 006
E-mail: customer.care@bajajallianz.co.in

If You are still not satisfied, You can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices is mentioned below:

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	First Floor, Universal Insurance Building, 2/2A Asaf Ali Road, New Delhi 110002 Ph:23239611 /33 Fax: 23230858
West Bengal, Bihar	29, N.S. Road, Third Floor, Kolkata 700 001. Ph:222 12669 Fax: 222 12668
Maharashtra	Jeevan Seva Annex, 3 rd floor, Above MTNL, SV Road, Santacruz (W) Mumbai 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, Fourth Floor, 312 Anna Salai, Chennai 600018
Andhra Pradesh	6-2-47, Yeturu Towers, A.C. Guards Lakdi-Ka-Pool, Hyderabad 500004
Gujarat	Second Floor, Shree Jayshree Ambica House, 5, Navyug College, Ashram Road, Ahmedabad 380014
Kerala, Karnataka	Pulinat Building, Second Floor, M.G. Road, Kochi 682015
North-Eastern States	Aquanus, Bhaskar Nagar, R.G. Baruah Road, Guwahati 781021
Uttar Pradesh	Chintal House, First Floor, 16 Station Road, Lucknow 226001
Madhya Pradesh	First Floor, 117 Zone 2, Maharana Pratap Nagar, Bhopal 462011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Batra Building, Shop-cum-Office 101-103, Second floor, Sector 17D, Chandigarh
Orissa	62, Forest Park, Bhubaneswar 751009

DPM/ 9th April 2003