PROSPECTUS

3 Years Private Car Liability Only Policy

UIN No. IRDAN102RP0001V03201819

Scope of Cover:

Royal Sundaram provides the liability policy for 3 Years for Your private car.

Key Benefits :

Cover 1 : Liability to Third Parties

Provides cover for any legal liability arising out of the use of the vehicle for:

- Death of or bodily injury to any person including occupants carried in the insured vehicle (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.
- Damage to property other than property belonging to the Insured or held in trust or in the custody or control of the Insured.

Cover 2: Personal Accident Cover

In the unfortunate event of death and or permanent total disability of owner-driver arising out of an accident while traveling on your car, we will pay the specified Sum Insured to you/ your legal heir. You can also opt for a personal accident cover for passengers as well as paid drivers. Secure yourself with a personal accident cover for a minimum of Rs.15 lakh.

Period of Insurance:

The period of insurance is 3 Years.

Exclusions

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

1. Any claim arising out of any contractual liability.
2. Any accidental loss or 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.
3. 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.

4. 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 occurrence of the event out of which any claim arises
5. Any liability, directly or indirectly caused by or contributed to by or arising from nuclear weapons material
6. Any liability directly or indirectly or proximately or remotely occasioned by or 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 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.

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 and 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.

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 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 vehicle or any part thereof or any driver or employee of the Insured.

4. **Cancellation Clause**

i) Cancellation by the Company

The company reserves the right to cancel the policy on the grounds of established fraud committed by the insured. This cancellation will take effect after providing seven (7) days' notice to the insured via recorded delivery to their last known address. Upon cancellation, the policy will be cancelled ab initio (from inception), meaning the policy will be treated as though it never existed, with forfeiture of the premium. Additionally, no claims made under the policy will be considered or paid.

ii) Cancelled by the Insured

The insured may cancel the policy at any time without needing to provide a reason, subject to the condition that no claims have arisen during the current insurance period. Upon cancellation, the insured shall be entitled to:

1. A refund of the proportionate premium for the unexpired period in the current year of insurance subject to no claims being lodged.

2. A full refund of the premium for any remaining full policy years, where the policy duration exceeds one year.

Refunds are subject to the following conditions:

1. Proof must be provided that the vehicle is insured elsewhere, at least for Liability Only cover.
2. The original Certificate of Insurance must be returned to the company.

iii) Cancellation of Liability to Third Party Section

The Liability to Third Party section of the policy may be cancelled by either the company or the insured only under the following circumstances:

1. Double Insurance: If the vehicle is covered by another policy for the same third-party liability.
2. Total Loss of Vehicle: If the vehicle is deemed a total loss and the Registration Certificate has been cancelled.

For cancellation of insurance, the insured must submit:

1. The original cancelled Registration Certificate, or
2. Proof that the vehicle is insured elsewhere, at least for Liability Only cover.

In cases of double insurance, the company will provide a refund of the proportionate premium for the unexpired period of insurance.

In the event of established fraud, the insurer retains the right to pursue legal action for any damages beyond the forfeited premium. The insurer may also notify relevant authorities as required under applicable laws.

5. 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 rateable proportion of any compensation, cost or expense.

6. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute 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 two arbitrators one to be appointed by each of the parties to the dispute/difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator 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 hereinbefore 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 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 twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. The due observance and fulfilment 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. 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 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 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.

Grievance Redressal:

In case of any grievance the insured person may contact the company through
Website: https://www.royalsundaram.in
Grievance Redressal website: https://www.royalsundaram.in/app/customer-grievance
Contact numbers:
1860 258 0000, 1860 425 0000
E-mail: GRO@royalsundaram.in
Sr. Citizen can email us at: seniorcitizengrievances@royalsundaram.in
Courier: Grievance Redressal Unit ,Royal Sundaram General Insurance Co. Limited
Vishranthi Melaram Towers, No.2/319,Rajiv Gandhi Salai (OMR) Karapakkam, Chennai – 600097.

In case your grievance is not resolved by us or you are not satisfied with the resolution provided by us, you may contact Insurance ombudsman

Definitions	
You, Your, Policy holder	The person named as the policyholder on your current Certificate of Motor Insurance and Policy Schedule.
Your vehicle	Any private car insured under your policy and as specified on your current Certificate of Motor Insurance and Policy Schedule
We, Company, Insurer	The Insurance Company as defined in your Certificate of Motor Insurance and Policy Schedule
Policy period	The length of time covered by this insurance, as shown on your current Certificate of Motor Insurance.
Policy Schedule	The document that bears the details of the car we are insuring and the coverage along with the schedule of premium paid by you
Certificate of Insurance and Policy Schedule	The legal document which is evidence that you have the insurance and Policy Schedule needed by law, showing who can drive the car and for what purposes it can be used. The document also contains the details of the car we are insuring and the coverage along with the schedule of premium paid by you
Authorized garage	A motor vehicle repair garage authorized by us

Disclaimer : This document is designed to give a brief overview of coverages, exclusions and policy conditions. For detailed Terms and Conditions, please visit our website : www.royalsundaram.in.