

3 YEAR PRIVATE CAR LIABILITY ONLY POLICY



Royal Sundaram General Insurance Co. Limited
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IRDAI Registration Number – 102 | CIN-U67200TN2000PLC045611

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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 Company for the insurance hereinafter contained and has paid the premium mentioned in the Schedule as consideration for such insurance in respect of events 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 -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 use of the Private Car against all sums which the Insured shall become legally liable to pay in respect of:

(i) death of or bodily injury to any person including occupants carried in the Private Car (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of the 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.

(ii) 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 granted by this Section to the Insured, the Company will indemnify any driver who is driving the Private Car on the Insured's order or with Insured's permission provided that such driver shall as though he/she was the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of this Policy in so far as they 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/her personal representative in Terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of this Policy in so far as they apply.

5. The Company may at its own option

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A) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy 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 of indemnity under this Policy.

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 provisions 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 II -PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

The Company undertakes to pay compensation as per the following scale for bodily injury/death sustained by the Owner-Driver of the Private Car, in direct connection with the Private Car insured or whilst driving or mounting into/dismounting from the Private Car 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:

i) Death	100% of CSI
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100% of CSI
iii) Loss of one limb or sight of one eye	50% of CSI
iv) Permanent Total Disablement from injuries other than named above	100% of CSI

CSI - Capital Sum Insured

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 one occurrence and the total liability of the Insurer shall not in the aggregate exceed the sum of Rs. 2 lakhs for each year of the period of insurance.

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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.

This cover is subject to

(a) the Owner-Driver is the registered owner of the Private Car insured herein;

(b) the Owner-Driver is the Insured named in this Policy.

(c) the Owner-Driver holds an effective driving licence, 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 claim arising out of any contractual liability.
- 2) Any claim arising 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

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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 Private Car or any part thereof or any driver or employee of the Insured.

4. The Company may cancel the Policy by sending seven days' notice by recorded delivery to the Insured at 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 (Rs. 25 in case of vehicle modified for handicapped). Where the ownership of the Private Car is transferred, the Policy cannot be cancelled unless evidence that the Private Car is insured elsewhere is produced.

No Motor Third Party Insurance may be cancelled by either the insurer or the insured except on the following grounds:

- (a). Double Insurance
- (b). Vehicle not in use anymore because of Total Loss or Constructive Total Loss
- (c). In the event the vehicle is sold and/or transferred

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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 Private Car passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance Policy for the Private Car. Where such legal heir(s) desire(s) to apply for transfer of this Policy or obtain a new Policy for the Private Car 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 Private Car
- c) Original Policy.

ENDORSEMENTS

(Only the Endorsements mentioned in the Schedule shall form part of the Policy)

IMT.15. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER

In consideration of the payment of an additional premium it is hereby agreed and understood that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the Insured person in direct connection with the Private Car insured or whilst mounting into/dismounting from or traveling in the Private Car insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in:

Details of Injury Scale of Compensation

i) Death	100% of CSI
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100% of CSI
iii) Loss of one limb or sight of one eye	50% of CSI
iv) Permanent Total Disablement from injuries other than named above	100% of CSI

Provided always that

(1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Insurer shall not in the aggregate exceed the sum specified in the Schedule during any one Period of Insurance in respect of any such person.

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

(3) such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

IMT.16. PERSONAL ACCIDENT TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER

In consideration of the payment of an additional premium it is hereby understood and agreed that the Insurer undertakes to pay compensation on the scale provided below for bodily injuries hereinafter defined sustained by any passenger other than the Insured and/or the Paid Drivers and/or a person in the employ of the Insured coming within the scope of the Workmen’s Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the

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Insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in but not driving the insured private car and caused by violent, accidental, external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:

i) Death	100% of CSI
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100% of CSI
iii) Loss of one limb or sight of one eye	50% of CSI
iv) Permanent Total Disablement from injuries other than named above	100% of CSI

CSI - Capital Sum Insured

Provided always that

(1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Insurer shall not in the aggregate exceed the sum specified in the Schedule during any one Period of Insurance in respect of any such person.

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

(3) such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

(4) not more persons than seating capacity of the Private Car specified in the Schedule are in the said Private Car at the time of occurrence of such injury. Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

IMT.17. PERSONAL ACCIDENT COVER TO PAID DRIVERS

In consideration of the payment of an additional premium, it is hereby understood and agreed that the Insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the Paid Driver in the employ of the Insured in direct connection with the Private Car insured whilst mounting into/dismounting from or traveling in the insured Private Car and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in: -

i) Death	100% of CSI
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100% of CSI
iii) Loss of one limb or sight of one eye	50% of CSI
iv) Permanent Total Disablement from injuries other than named above	100% of CSI

Provided always that

(1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Insurer shall not in the aggregate exceed the sum specified in the Schedule during any one Period of Insurance in respect of any such person.

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

(3) such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

IMT.20. REDUCTION IN THE LIMIT OF LIABILITY FOR PROPERTY DAMAGE

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the insurers liability is limited to Rs.6000/- (Rupees six thousand only) for damage to property other than the property belonging to the insured or held in trust or in custody or control of the insured

In consideration of this reduction in the limit of liability a reduction in premium of Rs.100/- is hereby made to the insured.

Subject otherwise to the terms conditions limitations and exceptions of the policy.

IMT. 28.LEGAL LIABILITY TO PAID DRIVER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED PRIVATE CAR

In consideration of an additional premium as stated in the Schedule notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insurer shall indemnify the Insured against the Insured's legal liability under the Workmen's Compensation Act, 1923 , the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any Paid Driver whilst engaged in the service of the Insured in such occupation in connection with the Private Car insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that

(1) this Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any Insurer or group of Insurers a Policy of Insurance in respect of liability as herein defined for Insured's general employees;

(2) the Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;

(3) in the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the Terms Exceptions Conditions and limitations of the Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

IMT.29. LEGAL LIABILITY TO EMPLOYEES OF THE INSURED OTHER THAN PAID DRIVER WHO MAY BE DRIVING OR TRAVELLING IN THE EMPLOYER'S CAR

In consideration of the payment of an additional premium as stated in the Schedule notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insurer will indemnify the Insured against the Insured's liability at Common Law and Statutory Liability under the Fatal Accidents Act, 1855 for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than Paid Drivers) of the within named Insured being carried in or upon or entering in or getting on to or alighting from or driving the Private Car insured. Provided that in the event of an accident whilst the Private Car insured is carrying more than the number of employees of the Insured (including the driver) as stated in the Schedule the Insured shall repay to the Insurer a rateable proportion of the total amount payable by the Insurer by the reason of this Endorsement in respect of accident in connection with such Private Car insured.

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

Grievance Redressal:

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances:

- a) Any partial or total repudiation of claims by the Company.
- b) Any dispute regard to premium paid or payable in terms of the policy.
- c) Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d) Delay in settlement of claims.
- e) Non-issue of any insurance document to customer after receipt of the premium.
- f) Any other grievance.

GRIEVANCE REDRESSAL PROCEDURE

We are concerned about you. If you are not happy with our service or in case you have any query or complaint/grievance against us, please follow the steps given below:

Step 1: Customer Services Team

Please raise a complaint with us through our Online form or Email us to our customer service desk at customer.services@royalsundaram.in
Royal Sundaram General Insurance Co. Ltd
Vishranthi Melaram Towers
No.2/319, Rajiv Gandhi Salai (OMR)
Karapakkam, Chennai - 600097
Call us at: 1860 425 0000

After investigating the matter internally, we will send our response within a period of 10 days. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Step 2: The Grievance Redressal Unit

In case the response provided does not meet your expectation or have not received any response within 15 days, you may write to grievance.redressal@royalsundaram.in or Register a complaint to submit the grievance online.

Step 3:

If after following Step 1 and 2 as stated above your issue remains unresolved, you may approach the Insurance Ombudsman for Redressal.

For Contact Details of Insurance Ombudsman Refer our Company Website for list of Insurance Ombudsman