

## COCODrive PRIVATE CAR OWN DAMAGE POLICY

### POLICY WORDINGS

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 NAVI GENERAL INSURANCE LIMITED (hereinafter called the Company) for 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 otherwise expressed hereon:

#### **SECTION I. LOSS OF OR DAMAGE TO THE VEHICLE INSURED**

1. The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and / or its accessories whilst thereon
  - i. by fire explosion self-ignition or lightning;
  - ii. by burglary housebreaking or theft;
  - iii. by riot and strike;
  - iv. by earthquake (fire and shock damage);
  - v. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
  - vi. by accidental external means;
  - vii. by malicious act;
  - viii. by terrorist activity;
  - ix. whilst in transit by road rail inland-waterway lift elevator or air;
  - x. 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, tyres and tubes, batteries - 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 VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%

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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%

Rate of Depreciation for Painting: In the case of painting, the depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of total painting charges for the purpose of applying the depreciation.

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 vehicle insured is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement.
  - (c) any accidental loss or damage suffered whilst the Insured or any person driving the vehicle with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.
3. In the event of the vehicle 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 in all Rs. 1500/- in respect of any one accident.

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

- a) the estimated cost of such repair including replacements, if any, does not exceed Rs.500/-;
- b) the Company is furnished forthwith with 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’s Declared Value (IDV)** of the vehicle will be deemed to be the ‘SUM INSURED’ for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle.

The IDV of the vehicle (and side car accessories, if any, fitted to the vehicle) is to be fixed on the basis of the manufacturer’s listed selling price of the brand and model as the insured vehicle 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.

## THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

AGE OF THE VEHICLE	% OF DEPRECIATION FOR FIXING
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 of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an 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.

### **GENERAL EXCEPTIONS (Applicable to all Sections of the Policy)**

The Company shall not be liable in respect of

#### **A. Exclusion which can be waived on payment of additional premium**

- Any accidental loss damage and/or liability caused sustained or incurred outside the Geographical Area.

#### **B. Exclusions specific to the policy which cannot be waived**

- Any claim arising out of any contractual liability;
- Any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
  - being used otherwise than in accordance with the 'Limitations as to Use' or
  - 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.
- (a) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

#### **C. Standard Exclusions**

- 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;
- Any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material;
  - Any accidental loss damage and/or 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 consequence 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.

## **DEDUCTIBLE**

The Company shall not be liable for each and every claim under Section -1 (loss of or damage to the 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.

### **A. Conditions when a claim arises:**

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental 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 claims 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. In case of theft or other 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 damage 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 vehicle 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 less 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 costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
4. 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 ratable proportion of any compensation, cost or expense.
5. 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

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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.

**B. Conditions applicable during the contract:**

6. The insured shall take all reasonable steps to safeguard the vehicle 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 vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.
7. The Company may cancel the policy by sending fifteen days' notice by recorded delivery to the insured at insured's last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation. In the event of cancellation of this Policy on grounds of misrepresentation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the policy is cancelled on the grounds of non- cooperation of the insured or insured has initiated cancellation of the policy subject to proof of insurance elsewhere at least for liability only cover and surrender of original certificate of insurance, then the premium shall be computed and retained in accordance with company's short period rate for the period the Policy has been in force provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no refund of premium. 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.

**SHORT PERIOD SCALE (FOR RETENTION OF PREMIUM)**

PERIOD	% OF ANNUAL PREMIUM RATE
Not exceeding 1 month	20%
Exceeding 1 month but not exceeding 2 months	30%
Exceeding 2 months but not exceeding 3 months	40%

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Exceeding 3 months but not exceeding 4 months	50%
Exceeding 4 months but not exceeding 5 months	60%
Exceeding 5 months but not exceeding 6 months	70%
Exceeding 6 months but not exceeding 7 months	80%
Exceeding 7 months but not exceeding 8 months	90%
Exceeding 8 months	Full annual premium/ rate

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 Motor 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 Motor 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.

**C. Conditions precedent to the Contract:**

9. 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.

**ENDORSEMENTS:**

(Attached to and forming part of Policy)

**IMT.1. Extension of Geographical Area**

In consideration of the payment of an additional premium of Rs....it is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary the Geographical Area in this Policy shall from the ./. ./. . . to the ./. ./. . . (both days inclusive) be deemed to include\_

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured / injury to its occupants / third party liability in respect of the vehicle insured during sea voyage / air passage for the purpose of ferrying the vehicle insured to the extended geographical area.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

**IMT.2. Agreed value clause**

**(Applicable only to Vintage Cars)**

It is hereby declared and agreed that in case of TOTAL LOSS/CONSTRUCTIVE TOTAL LOSS of the Vintage Car insured hereunder due to a peril insured against, the amount payable will be the Insured's Declared Value (IDV) of the vehicle as mentioned in the Policy without deduction of any depreciation.

It is further declared and agreed that in case of partial loss to the vehicle, depreciation on parts

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replaced will be as stated in Section I of the Policy.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

### IMT.3. Transfer of Interest

It is hereby understood and agreed that as from .../.../..... the interest in the Policy is transferred to and vested in ..... of..... carrying on or engaged in the business or profession of ..... who shall be deemed to be the Insured and whose proposal and declaration dated. /.../.... shall be deemed to be incorporated in and to be the basis of this contract.

Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this Policy has been vested in any previous insured shall accrue to the benefit of ....

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

### IMT. 4. Change of vehicle

It is hereby understood and agreed that as from .../... / ..... the vehicle bearing Registration Number ..... is deemed to be deleted from the Schedule of the Policy and the vehicle with details specified hereunder is deemed to be included therein-

Regd. No.	Engine/ Chassis No.	Make	Type of Body	C.C.	Year of Manufacture	Seating Capacity including	IDV

In consequence of this change, an extra / refund premium of Rs..... is charged/ allowed to the insured.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

### IMT. 5. Hire purchase Agreement

It is hereby understood and agreed that ..... (hereinafter referred to as the Owners) are the Owners of the vehicle insured and that the vehicle insured is subject of an Hire Purchase Agreement made between the Owners on the one part and the insured on the other part and it is further understood and agreed that the Owners are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or about this Policy.

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

### IMT.6. Lease Agreement

It is hereby understood and agreed that ..... (hereinafter referred to as the Lessors) are the Owners of the vehicle insured and that the vehicle insured is the subject of a Lease Agreement made

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between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Lessors as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this policy is issued to the insured namely ..... as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors, of his rights benefits and claims under this policy and further nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

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

#### **IMT.7. Vehicles subject to Hypothecation Agreement**

It is hereby declared and agreed that the vehicle insured is pledged to / hypothecated with ..... (hereinafter referred to as the "Pledgee") and it is further understood and agreed that the Pledgee is interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the Insured or the Insurer respectively under or in connection with this Policy or any term, provision or condition thereof.

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

#### **IMT. 8. Discount for Membership of Recognised Automobile Associations**

It is hereby understood and agreed that in consideration of insured's membership of ..... a discount in premium of Rs. .... is allowed to the insured hereunder from .... /.... /.....

It is further understood and agreed that if the insured ceases to be a member of the above- mentioned association during the currency of this Policy the insured shall immediately notify the insurer accordingly and refund to the insurer a proportionate amount of the discount allowed on this account for the unexpired period of the cover.

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



### **IMT.9. Discount for Vintage cars**

It is hereby understood and agreed that in consideration of the insured car having been certified as a **Vintage Car by the Vintage and Classic Car Club of India**, a discount of Rs. .... is allowed to the insured from .... /...../.....

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

### **IMT.10. Installation of Anti-Theft Device**

In consideration of certification by ..... that an Anti-Theft device approved by Automobile Research Association of India (ARAI), Pune has been installed in the vehicle insured herein a premium discount of Rs..... is hereby allowed to the insured.

It is hereby understood and agreed that the insured shall ensure at all times that this Anti-theft device installed in the vehicle insured is maintained in efficient condition till the expiry of this policy.

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

### **IMT. 11.A. Vehicles Laid Up (Lay-up period declared)**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that from .../ .../..... to.../ .... /..... the vehicle insured is laid up in garage and not in use and during this period all liability of the insurer under this policy in respect of the vehicle insured is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS, in consideration whereof

- a) the insurer will deduct from the next renewal premium the sum of Rs..... and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.
- b) the period of insurance by this policy is extended to.... /...../..... in view of the payment of an additional premium of Rs .....

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

### **IMT. 11. B. Vehicles Laid Up (Lay-up period not declared)**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that as from ... / ..... /..... the vehicle no. .... insured hereunder is laid up in garage and not in use and liability of the insurer under this policy in respect of the said vehicle is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

### **IMT. 11(C). Termination of the Undeclared Period of Vehicle Laid Up**

It is hereby understood and agreed that the insurance by this Policy in respect of vehicle no. .... insured hereunder is reinstated in full of ..... /...../..... and the Endorsement IMT 11(B) attaching to this policy shall be deemed to be cancelled. It is further agreed that in consideration of the period during which the vehicle no. .... has been out of use

- a) The insurer will deduct from the next renewal premium the sum of Rs..... and the No Claim

Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.

- b) The period of insurance by this policy is extended to..... /...../..... in view of the payment of an additional premium of Rs .....

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

#### **IMT.12. Discount for Specially designed/modified vehicles for the blind, handicapped and mentally challenged persons.**

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the vehicle insured being specially designed /modified for use of blind, handicapped and mentally challenged persons and suitable endorsement to this effect having been incorporated in the Registration Book by the Registering Authority, a discount of 50% on the Own Damage premium for the vehicle insured is hereby allowed to the insured.

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

#### **IMT.13. Use of Vehicle within Insured's Own Premises**

It is hereby understood and agreed that the Company shall not be liable in respect of the vehicle insured while the vehicle is being used elsewhere than in the Insured's premises except where the vehicle is specifically required for a mission to fight a fire.

For the purposes of this endorsement "Use confined to own premises" shall mean use only on Insured's premises to which public have no general right of access.

#### **IMT.19. Cover for vehicles Imported without Custom Duty**

Notwithstanding anything to the contrary contained in this policy it is hereby understood and agreed that in the event of loss or damage to the vehicle insured and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle insured is held for repair or in the event of the insurer exercising the option under condition 4, to pay in cash the amount of the loss or damage the liability of the insurer in respect of any such part shall be limited to :-

- (a) (i) the price quoted in the latest catalogue or the price list issued by the Manufacturer or his Agent for the country in which the vehicle insured is held for repair less depreciation applicable; OR  
(ii) if no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy; and
- (b) the reasonable cost of fitting such parts.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

#### **IMT.22. Compulsory Deductible**

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs.... (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no 4 of this policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible

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hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

#### **IMT.22A. Voluntary Deductible**

It is by declared and agreed that the insured having opted a voluntary deductible of Rs. .... a reduction in premium of Rs. .... under Section 1 of the policy is hereby allowed.

In consideration of the above, it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs..... (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no .... of this policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

#### **IMT.24. Electrical/Electronic fittings**

In consideration of the payment of additional premium of Rs....., notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against loss of or damage to such electrical and/or electronic fitting(s) as specified in the schedule whilst it/these is/are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section.1 of the policy.

The insurer shall, however, not be liable for loss of or damage to such fitting(s) caused by/as a result of mechanical or electrical breakdown.

Provided always that the liability of the insurer hereunder shall not exceed the Insured's Declared Value (IDV) of the item.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

#### **IMT.25. CNG/LPG kit in BI fuel system**

In consideration of the payment of premium of Rs..... notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured in terms conditions limitations and exceptions of Section 1 of the policy against loss and/or damage to the CNG/LPG kit fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the policy.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

#### **IMT.26. Fire and/or Theft risk only**

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed

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that Section II of the Policy is deemed to be cancelled and under Section I thereof the insurer shall only be liable to indemnify the insured against loss or damage by fire explosion self-ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils whilst the vehicle is laid up in garage and not in use.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

### **IMT. 30. Trailers**

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this policy shall extend to apply to the Trailer (Registration No.....)”

#### **Provided always that**

- a. the IDV of such Trailer shall be deemed not to exceed .....
- b. the term "Trailer" shall not include its contents, or anything contained thereon.
- c. such indemnity shall not apply in respect of death or bodily injury to any person being conveyed by the said Trailer otherwise than by reason of or in pursuance of a contract of employment.

Subject otherwise to the terms, conditions limitations and exceptions of this Policy.

### **IMT.31. Reliability Trials and Rallies**

In consideration of the payment of an additional premium it is hereby understood and agreed that in the indemnity granted by this Policy is extended to apply whilst the vehicle insured is engaged in ..... to be held at ..... on or about the date of. /...../..... under the auspices of .....

#### **Provided that –**

- (a) No indemnity shall be granted by this Endorsement to .....
- (b) This Policy does not cover use for organized racing, pace making, or speed testing.
- (c) During the course of the ..... , the Company shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle insured at the time of the occurrence of the event out of which any claim arises.

Provided that if the Company shall make any payment in exercise of its discretion under condition No. 3 of the Policy in settlement of any claim and such payment includes the amount for which the Insured is responsible by reason of this Endorsement the Insured shall repay to the Company forthwith the amount for which the insured is so responsible.

For the purpose of this Endorsement the expression “claim” shall mean a claim or series of claims arising out of one event.

Subject otherwise to the terms, conditions limitations and exceptions of this Policy.

### **GRIEVANCE REDRESSAL PROCEDURE**

At Navi General Insurance, we want your relationship with insurance to soar beyond what you've experienced yet. To understand, appreciate, and enjoy insurance—we're here for you. You can connect with us on the following channels.

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Registered Office: Navi General Insurance Limited  
402, 403 & 404, A & B Wing, 4<sup>th</sup> Floor, Fulcrum, Sahar Road, Next to Hyatt Regency, Andheri (E), Mumbai – 400099  
Corporate Office: Salarpuria Business Centre, 4th B Cross Road, 5th Block, Koramangala Industrial Layout, Bengaluru, Karnataka – 560095  
Toll-free number: 1800 123 0004 | Website: [www.naviinsurance.com](http://www.naviinsurance.com) | Email: [insurance.help@navi.com](mailto:insurance.help@navi.com)  
CIN: U66000MH2016PLC283275 | IRDAI Registration Number: 155

- Call us on our Toll Free [1800 123 0004](tel:18001230004) for any queries that you may have!
- Email your queries to [mycare@navi.com](mailto:mycare@navi.com).
- For Senior Citizens, we have a special cell and our Senior Citizen Customers can email us at [seniorcare@navi.com](mailto:seniorcare@navi.com) for priority resolution.
- Visit our website [www.naviinsurance.com](http://www.naviinsurance.com) to register & track your queries.
- Please walk into any of our branches or partner locations.
- You can also dispatch your letters to us at:

**Navi General Insurance Limited**

Corporate Office: Salarpuria Business Centre,  
4th B Cross Road, 5th Block,  
Koramangala Industrial Layout,  
Bengaluru, Karnataka – 560095

We request you to please mention your complete details: Full Name, Policy Number and Contact Details in all your communications, to enable our customer experience expert to connect with you and provide you with the quickest possible solution.

We'll make sure to acknowledge your service request within 3 working days—and try and resolve it to your satisfaction within 15 working days. That's a promise!

**Escalation**

**Level 1:** While we attempt to give you best-in-class and prompt resolution for any concerns—sometimes it may not be perfect. If you felt that you weren't offered a perfect resolution, please feel free to share your feedback to our Customer Experience team at [Manager.CustomerExperience@navi.com](mailto:Manager.CustomerExperience@navi.com).

**Level 2:** If you still are not happy about the resolution provided, then you may please write to our Head Customer Experience and Redressal Manager at [Head.CustomerExperience@navi.com](mailto:Head.CustomerExperience@navi.com).

**Level 3:** If you are not happy with the resolution, you may approach IRDAI by calling on the Toll-Free no. [155255](tel:155255) (or) [1800 4254 732](tel:18004254732). You can also register an online complaint on the website <http://igms.irda.gov.in>.

If your concern remains unresolved till one month from the date of registering your complaint, you may please approach the Insurance Ombudsman for redressal. To know who your Insurance Ombudsman is, simply refer to the Ombudsman list overleaf.

Contact details of Insurance Ombudsman are available at our website [www.naviinsurance.com](http://www.naviinsurance.com)

OMBUDSMAN AND ADDRESSES: Refer the below link: <http://ecoi.co.in/ombudsman.html>

**NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES**

S. No.	Contact Details	Jurisdiction of Office
1.	<p><b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">Email: bimalokpal.ahmedabad@ecoi.co.in</a></p>	<p>State of Gujarat and Union Territories of Dadra &amp; Nagar Haveli and Daman and Diu</p>

2.	<b>BENGALURU</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">Email: bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka
3.	<b>BHOPAL</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 <a href="mailto:bimalokpal.bhopal@ecoi.co.in">Email: bimalokpal.bhopal@ecoi.co.in</a>	States of Madhya Pradesh and Chattisgarh
4.	<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">Email: bimalokpal.bhubaneswar@ecoi.co.in</a>	State of Orissa
5.	<b>CHANDIGARH</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">Email: bimalokpal.chandigarh@ecoi.co.in</a>	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh
6.	<b>CHENNAI</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 <a href="mailto:bimalokpal.chennai@ecoi.co.in">Email: bimalokpal.chennai@ecoi.co.in</a>	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry)
7.	<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23232481 / 23213504 Fax: 011 - 23230858 <a href="mailto:bimalokpal.delhi@ecoi.co.in">Email: bimalokpal.delhi@ecoi.co.in</a>	State of Delhi

8.	<b>GUWAHATI</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati - 781001 (ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 <a href="mailto:bimalokpal.guwahati@ecoi.co.in">Email: bimalokpal.guwahati@ecoi.co.in</a>	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
9.	<b>HYDERABAD</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">Email: bimalokpal.hyderabad@ecoi.co.in</a>	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory of Pondicherry
10.	<b>JAIPUR</b> Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 <a href="mailto:bimalokpal.jaipur@ecoi.co.in">Email: bimalokpal.jaipur@ecoi.co.in</a>	State of Rajasthan
11.	<b>ERNAKULAM</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">Email: bimalokpal.ernakulam@ecoi.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Pondicherry
12.	<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 <a href="mailto:bimalokpal.kolkata@ecoi.co.in">Email: bimalokpal.kolkata@ecoi.co.in</a>	States of West Bengal, Sikkim and Union Territories of Andaman and Nicobar Islands
13.	<b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 <a href="mailto:bimalokpal.lucknow@ecoi.co.in">Email: bimalokpal.lucknow@ecoi.co.in</a>	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar

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14.	<b>MUMBAI</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 <a href="mailto:bimalokpal.mumbai@ecoi.co.in">Email: bimalokpal.mumbai@ecoi.co.in</a>	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
15.	<b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U. P. - 201301. Tel.: 0120 - 2514250 / 2514252 / 2514253 <a href="mailto:bimalokpal.noida@ecoi.co.in">Email: bimalokpal.noida@ecoi.co.in</a>	States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
16.	<b>PATNA</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 <a href="mailto:bimalokpal.patna@ecoi.co.in">Email: bimalokpal.patna@ecoi.co.in</a>	States of Bihar and Jharkhand
17.	<b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No. 195 to 198, N. C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020 - 41312555 <a href="mailto:bimalokpal.pune@ecoi.co.in">Email: bimalokpal.pune@ecoi.co.in</a>	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

**IRDAI Regulation No 17:** This Policy is subject to regulation 17 of IRDAI (Protection of Policyholder's Interests) Regulation 2017 or any amendment thereof from time to time.