

## KOTAK CAR SECURE POLICY WORDING

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 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 OF OR DAMAGE TO THE VEHICLE INSURED

The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and / or its accessories whilst thereon

1. by fire explosion self-ignition or lightning;
2. by burglary housebreaking or theft;
3. by riot and strike;
4. by earthquake (fire and shock damage);
5. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
6. by accidental external means;
7. by malicious act;
8. by terrorist activity;
9. whilst in transit by road rail inland-waterway lift elevator or air;
10. 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 and air bags - 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%
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%

5. 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 the total painting charges for the purpose of applying the depreciation.

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 is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement; and
- 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.

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 but not exceeding in all ₹. 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 ₹. 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 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 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.

### The Schedule of Depreciation for Fixing IDV of the Vehicle

Age of Vehicle	% of Depreciation
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

### 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 use of the vehicle 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 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.
  - 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 granted by this section to the insured, the Company will indemnify any driver who is driving the vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she was the insured observe fulfill 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, fulfill 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
  - 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 III 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 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

1. 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 ₹ 2 lakhs during any one period of insurance.
2. 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
  - 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 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.
  - a. This cover is subject to
    - i. The owner-driver is the registered owner of the vehicle insured herein;
    - ii. The owner-driver is the insured named in this policy.
    - iii. 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 accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
2. Any claim arising out of any contractual liability;
3. Any accidental loss 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.
4.
  - 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
  - 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 accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. Any accidental 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 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 -I (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.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental 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 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 cooperate with the Company in securing the conviction of the offender. Wherever details pertaining to any incident which results in a claim, are conveyed by the insured to the insurer after reasonable period, insured shall provide the reasons of such delay to the insurer and insurer may on analysis of reasons provided by insured, condone the delay in intimation of claim or delay in providing the required information/documents to the insurer.
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 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. 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.
5. **Cancellation:**
  - a) A policy may be cancelled by the insurer on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the insured by sending to the insured fifteen days notice of cancellation by recorded delivery to the insured's last known address and the insurer will refund to the insured the pro-rata premium for the balance period of the policy.
  - b) A policy may be cancelled at the option of the insured with seven days' notice of cancellation and the insurer will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the policy. The balance premium, if any, will be refundable to the insured. Refund of premium will be subject to:
    - i) There being no claim under the policy, and
    - ii) The retention of minimum premium as specified in the Tariff.
  - c) A policy can be cancelled only after ensuring that the vehicle is insured elsewhere, at least for Liability Only cover and after surrender of the original Certificate of Insurance for cancellation.
  - d) Insurer should inform the Regional Transport Authority (RTA) concerned by recorded delivery about such cancellation of insurance.

In case of cancellation of policy, premium would be retained as per below mentioned short period scale:

Period	% of Annual Premium
Not Exceeding 1 month	20%
Exceeding 1 month but not exceeding 2 months	30%
Exceeding 2 months but not exceeding 3 months	40%
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

6. 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.
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 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.

8. The due observance and fulfillment 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.
9. **Double Insurance:**

When two policies are in existence on the same vehicle with identical cover, one of the policies may be cancelled. Where one of the policies commences at a date later than the other policy, the policy commencing later is to be cancelled by the insurer concerned. If a vehicle is insured at any time with two different offices of the same insurer, 100% refund of premium of one policy may be allowed by canceling the later of the two policies.

However, if the two policies are issued by two different insurers, the policy commencing later is to be cancelled by the insurer concerned and pro-rata refund of premium thereon is to be allowed.

If however, due to requirements of Banks/Financial Institutions, intimated to the insurer in writing, the earlier dated policy is required to be cancelled, then refund of premium is to be allowed after retaining premium at short period scale for the period the policy was in force prior to cancellation.

In all such eventualities, the minimum premium as specified in the tariff is to be retained. In either case, no refund of premium can be allowed for such cancellation if any claim has arisen on either of the policies during the period when both the policies were in operation, but prior to cancellation of one of the policies.
10. 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.

**NO CLAIM BONUS:** The insured is entitled for a No Claim Bonus (NCB) on the Own Damage section of the policy, if no claim is made or pending during the preceding year(s), as per the following table:

Period of Insurance	% of NCB on OD premium
The preceding year	20%
Preceding Two consecutive years	25%
Preceding Three consecutive years	35%
Preceding Four consecutive years	45%
Preceding Five consecutive years	50%

No Claim Bonus will only be allowed provided the policy is renewed within 90 days of the expiry date of the previous policy.

"However, in the case of Military or Para military Personnel working in Forward Areas, the period of 90 days may be extended up to 365 days depending on the circumstances of each individual case with a declaration in writing by the policy holder that the vehicle was not put to use during the interim period".

## ADD-ONS FOR COMPREHENSIVE INSURANCE POLICY

**Depreciation Cover** :Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of the payment of an additional premium by the Insured, it is hereby agreed and understood that notwithstanding any other terms contrary under the Policy, no amounts shall be deducted by the Company for depreciation in case of parts replaced on account of damage to the insured vehicle and/or to its accessories, arising out of any peril covered under Section I of the Policy.

Special Conditions :

- This cover under this Endorsement shall be applicable to the first two (2) claims made during the policy period and any subsequent claim(s) shall be subject to deductions for depreciation at the rates mentioned in the Policy terms and conditions.
- The Insured shall be liable for the Voluntary Deductible amount, as opted by the Insured for this Endorsement and specified in the Schedule, for each and every claim payable under this Endorsement, which shall be applicable in addition to the deductibles applicable under the Policy.

Applicable Exclusions :

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

- Depreciation pertaining to any part / sub part / accessories not approved for replacement by the Company under the Policy
- In the event of complete loss of the insured vehicle (Constructive Total Loss or Total Loss) as declared under the Policy, no payment shall be made under this add-on. Cost of consumables like nuts, bolts, grease, etc.
- Where loss is covered under manufacturer's warranty or recall campaign or under any other such packages at the same time
- Any claim which is notified to the Company after 30 days of the happening of loss or damage provided that the Company may, in its sole discretion, condone the delay in notification of claim on merit if the Insured provides the Company with the reasons for delay in writing.

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

Insured may opt for deductibles under Depreciation Cover. In such instances additional discount would be allowed as per table below

Voluntary Deductible	Discount
INR 1,000	Up to 10% on the OD premium of the vehicle, subject to a maximum of INR 500/-
INR 2,000	Up to 15% on the OD premium of the vehicle, subject to a maximum of INR 750/-
INR 3,000	Up to 20% on the OD premium of the vehicle, subject to a maximum of INR 1000/-

### Consumables Cover:

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of the payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy the Company hereby extends the Policy to cover expenses incurred by the Insured in respect of Consumable Items (as defined below) in the event of damage to the insured vehicle and/or to its accessories, arising out of any peril as covered under the Policy. For the purpose of this Endorsement, Consumable Items shall mean those articles or substances which have specific uses and when applied to their respective uses are either consumed totally or are rendered for continuous and permanent use. Such Consumable Items will include nut and bolt, screw, washers, grease, lubricants clip, ac gas, bearings, distilled water, engine oil, oil filter, fuel filter, break oil and the like.

### Special Conditions:

The Company shall not accept any claim under this Endorsement, where a claim under Section I of the Policy made by Insured with the Company under the Policy is not payable.

### Applicable Exclusions :

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

- Consumables pertaining to any part/ sub part/ accessories not approved for replacement by the Company.
- Consequential loss of any kind.

- In the event of complete loss of the insured vehicle (Constructive Total Loss or Total Loss) as declared under the Policy, no payment shall be made under this Endorsement.
- Where loss is covered under the Policy or any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time.
- Any claims related to loss or damage due to wear and tear.
- Any claim which is notified to the Company after 30 days of the happening of loss or damage provided that the Company may, in its sole discretion, condone the delay in notification of claim on merit if the Insured provides the Company with the reasons for delay in writing.

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

### Engine Protect :

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to indemnify the Insured for expenses incurred in repair or replacement of Engine Parts, Differential Parts and Gear Box Parts which becomes necessary due to Consequential Damage arising out of water ingress/leakage of lubricating oil which directly cause loss or damage to the aforesaid parts.

Special Conditions :

- For the purpose of this Endorsement, 'Consequential Damage' shall mean "the damage more specifically expressed hereinabove caused to an insured vehicle not arising directly from a peril insured under the Policy but as a direct consequence to the same".
- For the purpose of this Endorsement, 'Engine Parts' shall mean all internal lubricated parts of the engine including pistons, pins and rigs, all pulleys camshaft, followers, cam bearings, connecting rods and bearings, crankshaft and main bearings, dipstick and tube, eccentric shaft, engineheads and engine blocks, engine mounts and cushions, engine torque strut, flywheel and flywheel ring gear, harmonic balancer, intake and exhaust manifolds, oil pan, oil pumps, push rods, valves, springs, guides, seats, and lifters, rocker arms, shafts, and bushings, timing covers, timing gears, chain, belt tensioners, retainers, vacuum pump, valve covers, and water pumps, fuel injection pump (for diesel engines only) and fuel heater (for diesel engines only).
- For the purpose of this Endorsement, 'Differential Parts' shall mean all internally lubricated parts contained within the differential housing including axle shafts, constant velocity joints, bearings, final drive housing, four wheel drive hubs and bearings, retainers, transaxle housing and universal joints, drive shafts, hub bearings and supports.
- For the purpose of this Endorsement, 'Gear Box Parts' shall mean all internally lubricated parts contained within the transmission case including cooler, cooler lines, filter tubes and dipsticks, internal linkage, mounts, oil pans, torque convertor, transfer case, transmission and transfer case, transmission park base assembly, vacuum modulator, gear shafts, and gear box.
- In case of an accident, payment under this Endorsement shall be made only when the Company is provided with evidence of under carriage damage to Engine Parts and/or Gear Box Parts and/or Differential Parts directly causing oil leakage.
- The Company shall not accept any claim under this Endorsement, where claim under Section 1 of the Policy is not payable.

Applicable Exclusions :

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

- In the event of complete loss of the insured vehicle (Constructive Total Loss or Total Loss) as declared under the Policy, no payment shall be made under this Endorsement.
- Cost of consumables like nuts, bolts, grease, etc.
- Where loss is covered under the Policy or any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time.
- Any claims related to loss or damage due to wear and tear.
- Any claim which is notified to the Company after 30 days of the happening of loss or damage provided that the Company may, in its sole discretion, condone the delay in notification of claim on merit if the Insured provides the Company with the reasons for delay in writing.

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

#### Return to Invoice :

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and understood that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to pay the difference between the Insured's Declared Value (IDV) of the insured vehicle and the Purchase Invoice Price (as defined below) of the insured vehicle, as specified in the purchase invoice upon the occurrence of any Total Loss (including theft)/ Constructive Total Loss as defined in the Policy.

Special Conditions :

- a) For the purpose of this Endorsement, "Purchase Invoice Price" shall mean the ex- showroom price of the insured vehicle and includes the value of factory or car dealer accessories that were fitted at the time of purchase. Purchase Invoice Price also includes the cost of a standard private car package policy (without any add on covers or endorsements), amount paid towards registration of the insured vehicle, applicable road tax and Octroi.
- b) In case a copy of the purchase invoice is not available, the Purchase Invoice Price of the insured vehicle will be calculated as below:

Purchase Invoice Price = IDV / (1 - Depreciation %, as defined below as per the age of the insured vehicle)

- c) The Company shall not accept any claim under this Endorsement, where a claim under Section I of the Policy is not payable

Age of Vehicle	% of Depreciation
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%

Applicable Exclusions:

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

- a) Where loss is covered under the Policy or any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time.
- b) Accessories which are not additionally insured under the Policy shall not be covered.
- c) Any claim which is notified to the Company after 30 days of the happening of loss or damage provided that the Company may, in its sole discretion, condone the delay in notification of claim on merit if the Insured provides the Company with the reasons for delay in writing.

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

#### Road Side Assistance:

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy, in consideration of payment of an additional premium by the Insured, it is hereby agreed and declared that notwithstanding any terms contrary under the Policy, the Company hereby undertakes to provide the Insured, upon his request the following emergency assistance services during the Policy Period through its network garages or service providers, provided that (i) the services are requested to be provided in an area where the Company has its presence through its network garages or through the network of its service providers; and (i) The Company shall be liable for only up to four emergency assistance services claims during the Policy Period:

- a) Towing due to an accident or breakdown: In the event of the insured vehicle being immobilized or rendered unfit for the purpose of driving on the road, the Company shall arrange for appropriate towing services to the nearest garage within a radius of 50 kms from the location of the breakdown/accident, provided always that any charges for towing the insured vehicle for a distance beyond the aforesaid limit shall be borne by the Insured.

- b) Battery jump start: In the event of the insured vehicle being immobilized due to a run-down battery, the Company shall arrange for a vehicle technician to jump start the insured vehicle with appropriate means, provided always that any cost of charging/ replacement of battery shall be borne by the Insured and the Company shall only be liable for all labour and conveyance costs, towards battery jump start assistance under this Endorsement.
- c) Arrangement/ Supply of fuel: In the event of the insured vehicle being immobilized due to emptying of its fuel tank, the Company shall arrange for supply of up to five liters of fuel, at the location of the breakdown, provided always that all actual fuel costs shall be borne by the Insured and the Company shall only be liable for all labor costs and conveyance costs under this Endorsement.
- d) Emptying of fuel tank: In the event of the fuel tank of the insured vehicle being filled with an incompatible fuel, the Company shall arrange for emptying of the fuel tank with the help of appropriate technicians and if required, arrange for towing the insured vehicle to the nearest garage for the purpose of emptying the fuel tank, provided always that all charges towards the towing of the vehicle shall be borne by the Insured.
- e) Flat Tyre(s): In the event of the insured vehicle being immobilized due to a flat tyre, the Company shall assist the Insured by:
  - (i) Organizing for a vehicle technician to replace the flat tyre with the spare stepney tyre of the vehicle at the location of breakdown;
  - OR in the event of repairs not being possible at the place of breakdown
  - (ii) By arranging to take the flat tyre to the nearest place of repair and delivering the tyre back to the place of breakdown and attaching it to the insured vehicle.Provided always that any expenses on material/spare parts and any other incidental costs, if required while carrying out the repairs, would be borne by the Insured and the Company shall only be liable for expenses on labour cost and conveyance cost, in relation to paras (a) and (b) above, under this Endorsement.
- f) Breakdown support over phone: In the event of minor mechanical errors/ faults/non-functioning of the insured vehicle or any part thereof, the Company shall through its network service providers provide the Insured with telephonic assistance to come up with solutions for such minor mechanical errors/faults/non-functioning of the insured vehicle.
- g) Taxi Benefits: In the event of the insured vehicle being immobilized due to an accident or breakdown, the Company shall arrange for free travel of the occupants of the Insured vehicle for up to XX occupants and upto a distance of XXX kilometers, provided always that:
  - (i) The event has occurred 50kms away from the Insured's place of residence as declared by the Insured at the time of policy issuance.
  - (ii) Any charges for a distance beyond the covered distance as stated above shall be borne by the Insured.
  - (iii) The cover under this Endorsement shall remain restricted in respect of the actual number of occupants of the Insured vehicle or the maximum seating capacity of the Insured vehicle, subject always to the limits mentioned above.
- h) Arrangement of keys: In the event of the Insured losing the keys of the insured vehicle, the Company shall arrange for pick up and delivery of the spare keys of the insured vehicle to the place where the insured vehicle is located. Alternatively, the Company shall provide the service of unlocking the insured vehicle with the help of vehicle technicians at the location of the insured vehicle, provided always that the Company shall be liable only for all labour and conveyance costs under this Endorsement and the Insured shall be required to submit an identity proof to prove his ownership of the insured vehicle, before availing any of the aforesaid services. It is further hereby agreed and understood that this service shall be provided only within a range of 50 kms.
- i) Message Relay: In the event of the insured vehicle becoming immobilized as a result of an accident or a breakdown, the Company shall arrange, upon the Insured's request, to send through available means of communication urgent messages to the persons specified by the Insured.
- j) Minor Repairs: In the event of the insured vehicle being immobilized due to a minor mechanical or electrical fault, the Company shall assist the Insured by sending a vehicle technician to the location of the insured vehicle to carry out Minor Repairs (as defined below), provided always that the Company shall only be liable for the expenses on labour cost and conveyance cost under this Endorsement.

For the purpose of the Endorsement, Minor Repairs shall mean repairs which can be carried out at the location of breakdown/accident, requiring no spares and would require less than 45 minutes of labour time.

**Applicable Exclusions :**

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

- a) providing the abovementioned services under conditions of earthquake, war, invasion, rebellion, revolt, riot, civil commotion, civil war, exceptional adverse weather conditions, acts of terrorism, nuclear fission, strike, act(s) of government(s)/government agencies/judicial/quasi-judicial authorities.
- b) Any claims in respect of an insured vehicle which is being used for the purpose of racing, rallying, motor-sports, or is not being used/driven in accordance with applicable laws and regulations.
- c) Any claim in respect of an insured vehicle which can be safely transferred on its own power to the nearest garage/workshop.
- d) Any claims arising out of theft;
- e) Any form of consequential loss.
- f) Any loss which is covered under the Policy, any other insurance policy or manufacturer's warranty or recall campaign or under any other such packages at the same time.

- g) Any expenses for supply or replacement of parts/consumables.
- h) Any loss/damage caused to the insured vehicle when it is being used/driven against the recommendations of the owner's/manufacturer's manual.
- i) Any claims in respect of which services have been availed of without prior consent of the Company.

**GRIEVANCE REDRESSAL**

For resolution of any query or grievance, insured may contact the respective branch office of the Company or may call on 1800 266 4545 or may write an e-mail at care@kotak.com. In case the insured is not satisfied with the response of the office, insured may contact the Grievance Officer of the Company at grievanceofficer@kotak.com. In the event of unsatisfactory response from the Grievance Officer, he/she may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. The details of the Insurance Ombudsman is available at website www.kotakgeneralinsurance.com

The updated details of Insurance Ombudsman offices are also available at the IRDA website: www.irdaindia.org, or on the website of General Insurance Council: www.generalinsurancecouncil.org.in or on the Company's website at www.kotakgeneralinsurance.com.

Gujarat, Dadra & Nagar Haveli, Daman and Diu.	2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139
Karnataka	Jeevan Mangal Bldg., 2nd Floor, Behind Canara Mutual Bldgs., No.4, Residency Road, Bengaluru – 560 025. Tel.: 080 - 26652048 / 26652049
Madhya Pradesh and Chattisgarh.	Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal – 462 011. Tel.:- 0755-2769201/202
Orissa	62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461/2596455
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Chandigarh.	S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160017. Tel.:- 0172-2706196/6468
Tamil Nadu and Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668/24335284
Delhi.	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239633/23237539
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361-2132204/2132205
Andhra Pradesh, Telangana, Yanam and part of the Territory of Pondicherry.	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
Rajasthan.	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 -2740363
Kerala, Lakshadweep, Mahe-a part of Pondicherry.	2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759/9338
West Bengal, Bihar, Sikkim, Jharkhand and Andaman and Nicobar Islands.	Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072. TEL : 033-22124340/22124339
Uttar Pradesh	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330/1 OR bimalokpal.noida@gbic.co.in
Maharashtra	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106552/6960 // Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 -32341320

Kotak Car Secure UIN: KMG-MO-P16-47-V01-15-16 ; Depreciation Cover UIN: KMG-MO-A00-00-24-V01-15-16 ; Consumables Cover UIN: KMG-MO-A00-00-25-V01-15-16 ; Engine Protect UIN: KMG-MO-A00-00-26-V01-15-16 ; Return to Invoice UIN: KMG-MO-A00-00-27-V01-15-16 ; Roadside Assistance UIN: KMG-MO-A00-00-28-V01-15-16 ;