



Kiwi Car Insurance

Policy Wordings

(Base Only)



Product UIN

IRDAN171RPMT0001V01202627

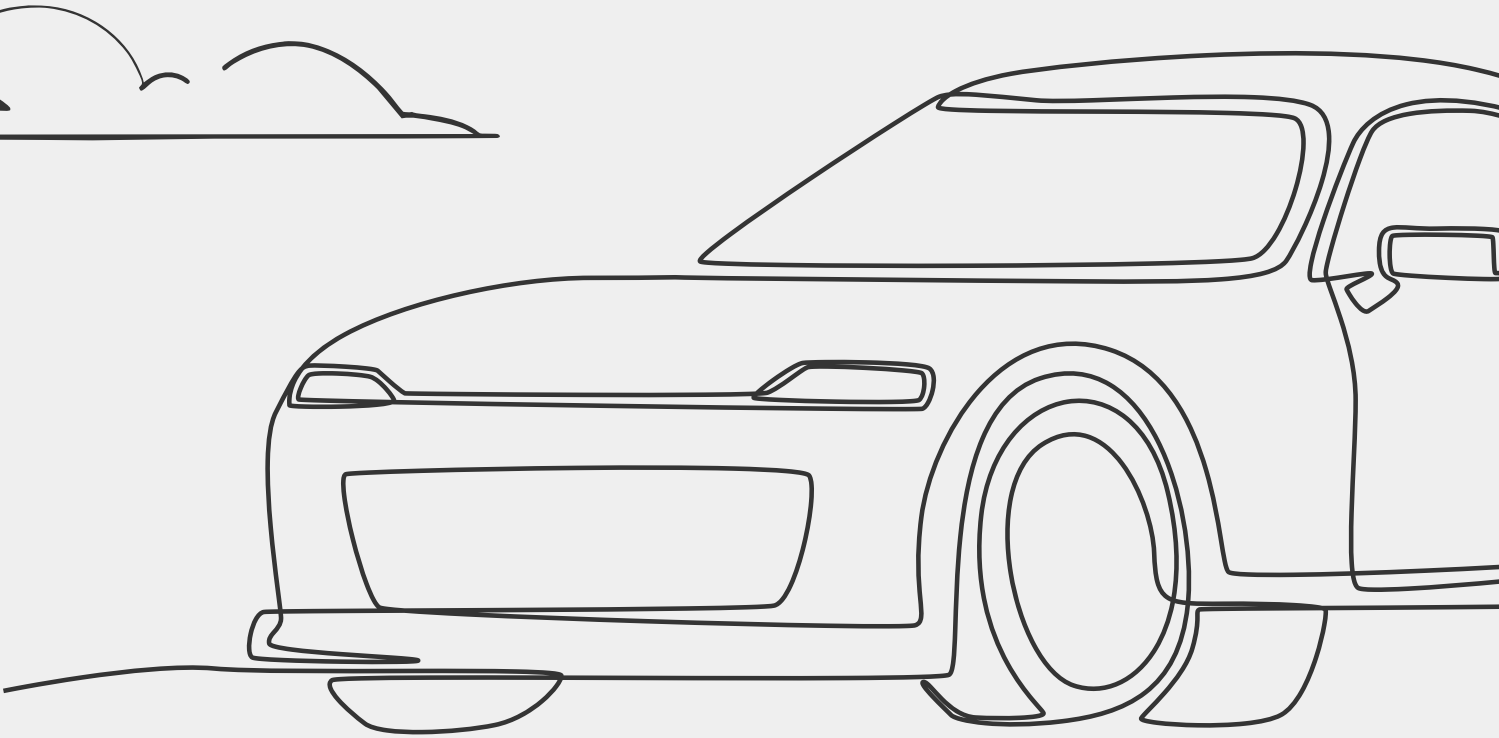


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This is a contract between you and Kiwi General Insurance Limited.

We will insure your vehicle based on the information and declarations made by you, the premium paid by you and the terms and conditions of this Policy shown in the Policy Schedule and Endorsement if any. This Policy provides cover only within India, unless specified otherwise in your Policy Schedule. The Policy wording, the Policy Schedule, the Certificate of Insurance and any Endorsement form a single contract and must be read together. Any word or expression once defined in any of these documents means the same wherever it is used in this Policy. We will provide the covers (including any optional covers you have chosen) up to the limits stated in your Policy Schedule or Endorsement.



We will encourage you to read all your policy documents carefully.

A. Definitions

Words used in the policy are defined in this section. Any word defined means the exact same thing throughout all your policy documents, whether it's singular or plural, regardless of gender, and including any updated laws.

1. **Car** is a vehicle which is insured by us in this policy and is registered in your name with the Regional Transport Authority in India. The word car and vehicle can be used interchangeably.
2. **Constructive Total Loss (CTL)** means the condition of the vehicle where the aggregate cost of retrieval and/or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the Sum Insured.
3. **Deductible** means the amount which you have to bear first in respect of each and every claim under the Policy. We will pay the amount which is over and above the Deductible mentioned in the Policy/Policy Schedule.
4. **Endorsement** means an authorised variation and/or amendment and/or addition to your Policy by us and forms part of the Policy.
5. **OEM Network** means OEM authorised garage/workshop/service station
6. **Family member** means your Spouse, Parents, Parents-in law, Grand Parents, Children, and Sibling.
7. **Garage Network** means garages empanelled by the Insurer and/or consolidated organisations to provide motor related services. The Garage Network is divided into 3 categories:
 - **Cashless Garage Network:** Only Cashless facility available.
 - **Kiwi Preferred Garage (KPG) Network:** Cashless facility available with preferred terms.
 - **Kiwi Preferred Garage+ (KPG+) Network:** Cashless facility with preferred terms and value-added services.
 - **Visit for the updated garage network:** <https://www.kiwiinsurance.com/cashless-garages/>



8. **Home contents** means the everyday household goods and personal belongings owned/ hired by you and the family members who live with you, provided these items are kept inside the property listed in your policy.
9. **Hospitalisation** means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.
10. **IMT** means the erstwhile India Motor Tariff, 2002. The IMT numbers referenced in this policy wording correspond to standard endorsements and provisions under the said tariff.
11. **Insured event** means an accident or an event during the Policy Period, caused by or arising out of perils covered under the Policy / Endorsements / Optional Covers during the use of the vehicle within the geographical area mentioned in the Policy Schedule. The word Insured event and accident can be used interchangeably.
12. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
13. **Key** means any device provided by the manufacturer when the vehicle was new, to start or unlock the vehicle. This includes: Standard mechanical metal keys, Smart keys / Proximity keys (Keyless entry), Remote key fob, Remote locking devices.
14. **Medical Practitioner** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Central Council of Indian Medicine or Central Council of Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within its scope and jurisdiction of license.
15. **Medically Necessary Treatment** means any treatment, tests, medication, or stay in Hospital or part of a stay in Hospital which:
 - is required for the medical management of the Injury suffered by You/ Driver/ Occupants;
 - must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - must have been prescribed by a Medical Practitioner;
 - must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

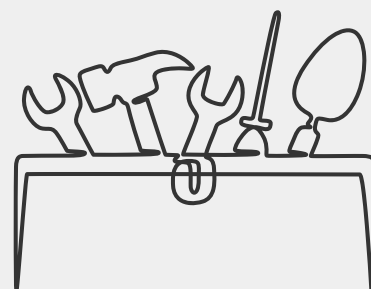
16. **Nominee** means the person or persons named by the owner-driver and specified in the Policy Schedule as Nominee to receive the benefits payable under this Policy in the event of the death of the Owner-driver. If the Nominee is below 18 years of age, an adult appointee/guardian shall be appointed to receive the benefits on behalf of the minor until the minor attains majority.
17. **Outpatient Department (OPD) treatment** means the one in which the insured visits a clinic / Hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The insured is not admitted as a day-care or in-patient.
18. **Panel** means the external body part of the vehicle which forms the outer shell of a vehicle like Bumpers, Fenders, Hood, Doors, Roof & Deck lid/Tailgate, pillars, rocker panels.
19. **Personal belongings** means items of personal nature which can be worn, used or carried. Example: clothes, luggage, mobile phones, laptops, tablets, electronic accessories. Personal documents like driving licence, registration certificate and items of similar nature.
20. **Policy** means the Proposal, the Policy Schedule, the Certificate of insurance, the policy wordings (this document) and any endorsement We have issued under this Policy, all of which should be read together as one contract.
21. **Policy period** means the period mentioned in the Policy Schedule during which the policy is valid and operative.
22. **Policy Schedule** means schedule attached to the policy.
23. **Policy Year** means a period of twelve consecutive months commencing from the Policy commencement date or from any subsequent Policy anniversary during the Policy period. In case of long-term Policy, exceeding twelve months, each successive twelve-month period shall be treated as a separate Policy year, except that the final Policy year may be of a shorter duration if the Policy period does not end on a Policy anniversary. In case of short-term Policy, less than twelve months, the policy period will be equal to as mentioned in the Policy Schedule.
24. **Proposal** means, the application or questionnaire form, (including any declarations, statements and disclosures made thereunder) completed and made by or for You, whether in writing, online, over the phone or otherwise via secured medium.
25. **Reasonable and Customary charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the Illness / Injury involved.

26. **Salvage** is the damaged property or asset for which claim has been paid under the policy.
27. **You, Your, Yourself** means the person/organisation named in the Policy Schedule as insured and under whose name this Policy is issued. In case Policy Schedule refers to an organisation, then the representative / employee to whom vehicle has been allotted for his/her use, would be deemed as You, Your, Yourself.
28. **We, Us, Our, Ourselves** means Kiwi General Insurance Limited.

B. Coverage

Section 1: Loss or Damage to the Vehicle (Own Damage)

1. We will pay for the physical loss or damage to your vehicle and its installed accessories, in case of:
- a. Fire, explosion, self ignition or lightning
 - b. Burglary, housebreaking or theft
 - c. Riot and strike
 - d. Earthquake (fire and shock damage)
 - e. Flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost
 - f. Accidental external means
 - g. Malicious act
 - h. Terrorist activity
 - i. Whilst in transit by road, rail, inland-waterway, lift, elevator or air
 - j. Landslide / rockslide



2. Below Depreciation rates will be applied for replacement of parts/accessories:

- a. All rubber/ nylon / plastic parts/ tyres and tubes/ batteries/ air bags - 50%
- b. Fibre glass components - 30%
- c. All parts made of glass - Nil
- d. All other parts including wooden parts 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 year but not exceeding 10 years	40%
Exceeding 10 years	50%

- e. **Rate of depreciation for painting:** 50% depreciation rate will be applied on the total material cost. We will consider painting material cost as 25% of the total bill in case of a consolidated bill.
- f. In case of repair, no depreciation shall be deducted on Non-OEM (Original Equipment Manufacturer) / Non-OES (Original Equipment Supplier) parts that are used in repairs.

3. Towing

We will pay for towing your car to and fro from the nearest garage/workshop/service station, if your car was damaged or disabled in any one Insured event as per your policy.

4. We will not pay for

- a. Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages.
- b. Damage to tyres and tubes unless the car is damaged at the same time in which case maximum 50% of the cost of replacement will be paid by us.
- c. Loss or damage, If the driver (you or anyone driving with your consent) was under the influence of alcohol or drugs at the time of the Insured event.

5. Sum Insured- Insured's Declared Value (IDV)

The Insured's Declared Value (IDV) will be the sum insured for your policy and will be fixed at the start of the policy year/ period for your car. The IDV is derived and fixed on the basis of the manufacturer's listed selling price for your car (and non-electrical accessories if any fitted to the vehicle) and is adjusted for depreciation at the start of the policy and at renewal.

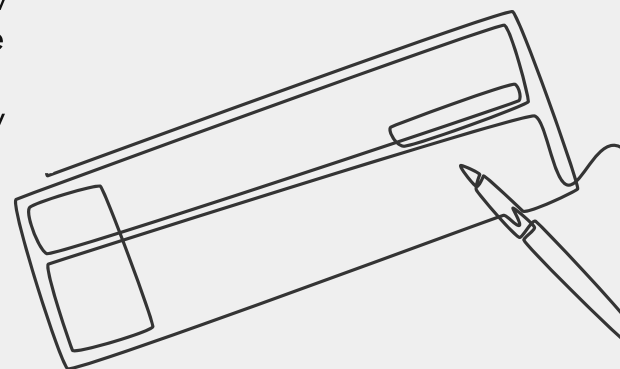
Depreciation Schedule: Fixing DIV

Age of Vehicle	% of Depreciation (for fixing IDV)
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

- IDV of vehicles beyond 5 years of age or obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) or Vintage / Classic cars, or where you require a deviation from the above schedule, is to be determined based on an understanding between You and Us.
- IDV shall be treated as the “Market Value” throughout the policy year/ period without any further depreciation for the purpose of claims of Total Loss (TL) / Constructive Total Loss (CTL) and theft of vehicle.
- If the total cost to retrieve or repair the car is more than 75%, the car will be treated as CTL.

Section 2: Liability to third parties

1. We will indemnify You subject to the limits of liability as mentioned in the Policy Schedule, in the event of an accident during the Policy period, caused by or arising out of the use of the vehicle, against all sums which You will become legally liable to pay in respect of: -
 - a. Death of or bodily injury to any person including occupants carried in the insured vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, We shall not be liable where such death or injury arises out of and in the course of the employment of such person under You.
 - b. Damage to property other than property belonging to You or held in trust or in Your custody or control.
2. We will pay all costs and expenses incurred with regard to Section 2: 1.a and Section 2: 1.b above with Our written consent.
3. Indemnification as above shall also extend to any driver who is driving the vehicle on Your order or with Your 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, subject to the limitations of the indemnity granted by this section to You.



4. In the event of the death of any person entitled to indemnity under this policy, We will indemnify his/her personal representative, in respect of the liability incurred by such person, subject to terms and limitations of this Policy, provided that such personal representative, shall as though was the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they apply.
5. We may at Our discretion:
 - 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.
6. Application of limits of indemnity:
 - a. In the event of any accident involving indemnity to more than one person, any limitation by the terms of this Policy and/or any Endorsement on 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 You.
 - b. Legal Liability to employees of the insured other than paid driver and /or conductor and/or cleaner who may be travelling or driving in the Employer's vehicle:
 - We will indemnify You subject to the terms, exceptions, conditions and limitations of this Policy, against Your 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 Your employee (other than paid drivers) being carried in or upon or entering in or getting on to or alighting from or driving the insured vehicle.
 - Provided that in the event of an accident, whilst the insured vehicle is carrying more number of employees (including the driver) than the seating capacity of the insured vehicle as per Registration certificate, then You shall repay Us a rateable proportion of the total amount payable by Us in respect of accident in connection with such insured vehicle.

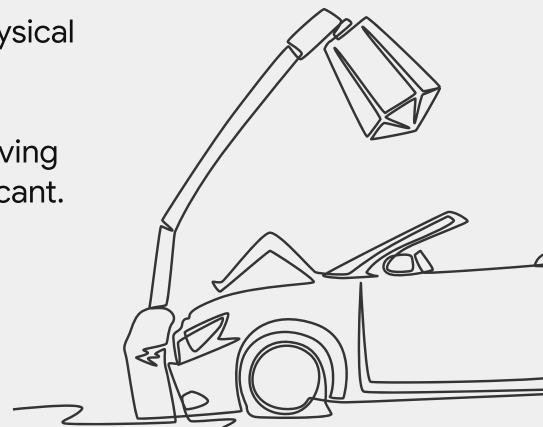
Section 3: Personal Accident Cover for Owner-Driver

We will pay compensation as per the following scale, expressed as the percentage of sum insured mentioned in the Policy Schedule against this cover for bodily injury/ death sustained by You, being the Owner-driver of the vehicle, in direct connection with the insured vehicle or whilst driving or mounting into or dismounting from the insured vehicle or whilst travelling 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:

- Compensation shall be payable to You under only one of the items (i) to (iv) above, arising out of any one occurrence and Our total liability shall not in the aggregate exceed the sum insured mentioned in the Policy Schedule during any one Policy year.
- 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
 - intentional self injury, suicide or attempted suicide, physical defect or infirmity or
 - An accident happening, whilst you or any person is driving under the influence of alcohol or drugs or other intoxicant.
- Such compensation shall be payable directly to You or to Your Nominee, legal heirs or representatives whose receipt shall be the full discharge in respect of the injury or death to You.



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This cover is subject to:

- a. You being the registered owner of the insured vehicle;
- b. You being the insured named in this Policy;
- c. You hold 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.

C. Optional Covers

1. Preferred Garage Cash

We will pay, an additional fixed amount (as shown in your Policy Schedule) in case of a claim.

Cover Conditions:

1. Applicable only if there is an admissible claim under “Section 1: Own Damage” in this policy.
2. You must notify us first, before taking the vehicle to the garage in case of an accident.
3. You must choose to get your vehicle repaired only at one of our officially approved Kiwi Preferred Garage (KPG) Network and Kiwi Preferred Garage+ (KPG+) Network.

We will not pay:

1. If the claim is to repair or replace the windshield/glass only.
2. If the claim was notified to Us from someone other than You or Your family.

2. Repair Safeguard:

If you choose to repair rather than replace the damages to Glass/Plastic/Rubber/Fibre Parts, Alloy Wheels and Wiring Harness, in case of a claim under “Section 1: Own Damage” then:

1. Your NCB/Super NCB will not be impacted at the time of Renewal with us.
2. Depreciation on paint material will not be deducted under this benefit.

Cover Conditions:

1. Applicable only if there is an admissible claim under “Section 1: Own Damage” in this policy.

2. Applicable only if the vehicle is repaired at our Garage Network or OEM Network

We will not pay if there is no repair, except painting, to the associated parts.

3. Flexi Repair

We will pay, to repair minor scratches, dents or chipped paint on your vehicle's panels that happen during the policy period, even if you choose not to fix them right away.

Cover Conditions:

1. This benefit is activated on the basis of a mandatory inspection of the vehicle — conducted either by us before policy issuance, or by you after policy issuance.
2. You can get the damage repaired along with a valid claim under “Section 1: Own Damage” of this policy, as long as you remain insured with us and continuously renew your policy without any breaks.
3. Applicable only if the vehicle is repaired at our Garage Network or OEM Network.
4. We will pay up to the limit mentioned in your Policy Schedule.
5. If the cumulative admissible expenses along with this benefit payout turns out to be more than 75% of the sum insured, it will be treated as a CTL.

We will not pay, for any pre-existing damages as noted in the pre-inspection report before activating this cover.

4. Super No Claim Bonus (Super NCB)

1. Gives You a discount on premium under “Section 1: Own Damage”, including discounts and loadings as per erstwhile IMT.
2. We will replicate your past claims experience (as available with Us) as per the Super NCB discount scale and working of Super NCB.
3. Working of Super NCB:
 - i. Works on a discount scale, where You can move one level up (higher discount) or down (lower discount) basis claim made or pending during the preceding policy year.
 - ii. You move up in case of no claim and move down in case of claim made.
 - iii. You will move ONLY one level down on the scale even if you claim multiple times in the particular policy year.

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Super NCB Discount Scale:

Level	Super NCB Discount %
Level 7	90%
Level 6	80%
Level 5	70%
Level 4	60%
Level 3	40%
Level 2	30%
Level 1	0%

Conditions:

1. If eligible & opted, the No Claim Bonus will be replaced with Super No Claim Bonus.
2. Accumulation and Transfer of Super NCB is applicable if the vehicle was continuously insured for at least 12 months and the policy renewed within 90 days of expiry date.
3. Transfer of No Claim Bonus
 - i. Super NCB belongs to the original insured and not linked to the vehicle or policy. Which means for transfer of policy, the Super NCB will depend upon the new owner's eligibility except in the below cases:
 - a. Legal heirs (spouse, children, parents) take custody of the vehicle upon the insured's death.
 - b. Employees take custody of the institution-owned vehicle used exclusively by them, subject to employer confirmation for exclusive operation during the period in which the Super NCB was earned.

4. Super NCB will not be affected at renewal of this policy in case:
 - a. Claim under optional benefits where condition of claim admissibility under "Section 1: Own Damage" of the Policy is not required.
 - b. Damage to only windshield glass of the insured vehicle by external objects.
 - c. Loss due to flood/earthquake/act of god perils to the insured parked vehicle.
5. If your policy is eligible for a Super NCB discount, then the NCB discount (Section F.12) of the policy will not apply. Either Super NCB or NCB discount will apply as per eligibility.

D. Standalone Own Damage Policy (SAOD)

We can offer the policy on a standalone basis.

Note: SAOD will only be applicable if a Motor Third Party Liability insurance is already in existence or is taken simultaneously

E. General Exclusions

These General Exclusions apply in addition to the specific conditions mentioned under each coverage/optional coverage of this Policy We will not be liable to cover and pay if:

1. Any accidental loss, damage, or liability that happens outside the geographical area listed in your Policy Schedule.
2. Any claims resulting from agreements or contracts you have signed (contractual liability).
3. Any accidental loss, damage, or liability that occurs while the insured vehicle is:
 - a. Being used in a way that violates the "Limitations as to Use" section; or
 - b. Being driven by any person not listed in the "Driver's Clause."
4. Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

5. We will not pay for loss of or damage to any externally fitted non-electrical accessories / fibre glass fuel tank unless same is opted by you by payment of additional premium) and recorded in the Policy Schedule
6. Any liability caused by ionisation, nuclear radiation, radioactivity, or nuclear waste.
7. Any accidental loss, damage, or liability caused by nuclear weapons.
8. Any accidental loss, damage, or liability caused by war, invasion, civil war, rebellion, or similar military actions. If you make a claim during such events, it is your responsibility to prove that the accident was completely unrelated to the conflict. In the absence of a valid proof, we are not liable to make any payment in respect of such a claim.

F. General Conditions

These General Conditions apply in addition to the specific conditions mentioned under each coverage/optional coverage/additional optional coverage of this Policy.

1. Hire Purchase Agreement (IMT 5)

In consideration of the insured vehicle being subject to a Hire Purchase Agreement, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that the financier/owner as specified in the Policy Schedule/Endorsement (hereinafter referred to as the "Owners") are the owners of the insured vehicle, and that the insured vehicle is subject to a Hire Purchase Agreement made between the Owners and the insured.

It is further understood and agreed that the Owners shall be entitled to receive any monies which, but for this Endorsement, would be payable to the insured under this Policy in respect of loss of or damage to the insured vehicle which cannot be made good by repair and/or replacement of parts, and such monies shall be paid to the Owners so long as they remain the owners of the insured vehicle, 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 shall continue to be deemed as the owner-driver, subject to compliance with the provisions of this Policy relating to such cover.

Save as expressly provided by this Endorsement, 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.

2. Lease agreement (IMT 6)

It is hereby understood and agreed that that financial institution named in the Policy Schedule, are the Owners of the insured vehicle and that the insured vehicle is the subject of a Lease Agreement made between the Lessor on the one part and You 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 You under this Policy in respect of such loss or damage to the insured vehicle 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 insured vehicle and their receipt shall be a full and final discharge to Us 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 You as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting You an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by You 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, You 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 You or the insurer respectively under or in connection with this Policy.

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

3. Hypothecation Agreement (IMT 7)

In consideration of the insured vehicle being subject to a hypothecation/pledge arrangement, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that the insured vehicle is pledged to/hypothecated with the entity specified in the Policy Schedule/Endorsement (hereinafter referred to as the "Pledgee").

It is further understood and agreed that the Pledgee shall be entitled to receive any monies which, but for this Endorsement, would be payable to the insured under this Policy in respect of loss of or damage to the insured vehicle which cannot be made good by repair and/or replacement of parts, and such monies shall be paid to the Pledgee so long as they remain the Pledgee of the insured vehicle, 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 shall continue to be deemed as the owner-driver, subject to compliance with the provisions of this Policy relating to such cover.

Save as expressly provided by this Endorsement, 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.

4. Compulsory Deductible (IMT 22)

It is hereby understood and agreed despite anything contained elsewhere in this policy, that You 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 amount specified in the Policy Schedule (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 Section F.6.1.f of this policy .

If the expenditure incurred by Us shall include any amount for which You are responsible, then such amount shall be repaid by You to us 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 insured vehicle in respect of which indemnity is provided under this policy.

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

5. Conditions precedent to contract

1. The premium for the selected Period of Insurance must be paid before the Policy start date, as chosen by you in the proposal form.
2. The Company's liability to make any payment under this Policy is subject to the below, and failure to meet these requirements may result in denial of claims.
 - a. The insured complying with all terms, conditions, and endorsements of this Policy; and
 - b. The accuracy and completeness of all statements and information provided in the proposal form.

6. Conditions during the contract

1. Duties and Obligations after Occurrence of an Insured event
 - a. The insured must inform the Company in writing immediately after any accidental loss or damage. In the event of a claim, the insured must provide all required information and assistance for claim processing. Any letters, notices, summons, or legal documents received must be shared with the Company immediately.
 - b. The insured must also inform the Company in writing as soon as they become aware of any prosecution, inquest, or fatal inquiry related to an incident that may lead to a claim under this Policy.
 - c. In case of theft or any criminal act, the insured must immediately inform the police and cooperate with the Company in all actions required to investigate and pursue the matter.
 - d. The insured must not admit liability, make any offer or promise, or settle any claim without prior written consent from the Company. The Company has the right to take over and manage the defence, settlement, or legal proceedings in the name of the insured. The insured must provide full cooperation as required.
 - e. At any stage after an event leading to a claim under Section 1, the Company may choose to pay the full amount of its liability under that section and discontinue handling any defence, settlement, or legal proceedings thereafter.
 - f. The Company may, at its discretion repair, restore, or replace the insured vehicle or its parts/accessories; or settle the claim in cash.

i. The Company's liability shall not exceed:

1. In case of total loss / constructive total loss – the Insured's Declared Value (IDV) (including accessories thereon) less the wreck value.
2. In case of partial loss – the actual and reasonable cost of repairs or replacement, subject to applicable depreciation limits.
3. Salvage, if any, will be taken over by us. The Company shall not deduct any amount in lieu of salvage value.

7. Reasonable Care

The Insured shall take all reasonable steps to protect the insured vehicle from loss or damage and ensure it is properly maintained in efficient condition.

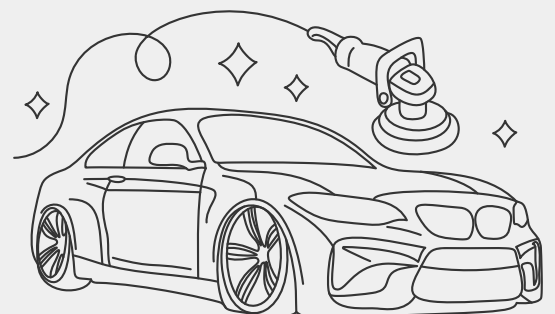
8. Right to Inspect

The Company shall have the right to inspect the insured vehicle, its parts, and related records at any time. In case of an accident or breakdown, the vehicle should not be left unattended without proper precautions. Any additional damage caused due to use of the vehicle before necessary repairs will be at the insured's own risk.

9. Cancellation

I. Cancellation by Insurer

The Company may cancel the Policy on grounds of proven fraud, misrepresentation, non-disclosure of material facts, and non-co-operation by the insured/their representatives by giving a minimum of 7 days' notice. "Section 2 - Liability to Third Parties" of the Policy will also be cancelled from inception if a fraudulent act is committed at the time of insuring the vehicle, involving misrepresentation, misdescription or non-disclosure by You or anyone acting on Your behalf with an intent to deceive Us or to induce Us to issue an insurance policy. In such cases, the Policy may be treated as void from inception, and no premium or claims may be payable.



In the event of Theft, Total Loss (TL), Constructive Total Loss (CTL), or Cash-loss, We will cancel "Section 1: Loss or damage to the vehicle (Own Damage)" of the Policy effective from the date of loss. Additionally, We will cancel "Section 2: Liability to Third Parties" of the Policy, provided You cancel the road registration of the wreck or obtain a statutory Motor Third Party liability insurance policy covering the wreck from the date of loss and submit the original documentary evidence to Us. We will refund the premium only for those Policy years where the risk coverage has not yet commenced.

II. Cancellation & Refund by Insured

- a. The insured may cancel the policy anytime without assigning any reason.
- b. We will refund proportionate premium for unexpired policy period, if the term of the policy is up to 1 year and there is no claim(s) made in the policy period, subject to submission of proof that the vehicle is insured elsewhere at least for Liability Only cover.
- c. We will refund premium for the unexpired policy period, in respect of policy with the term more than 1 year and the risk coverage for such policy years has not commenced, subject to submission of proof that the vehicle is insured elsewhere at least for Liability Only cover.
- d. If the "Own Damage Cover" under your policy is cancelled during the policy period, then your policy shall be governed by the standard terms and conditions of "Act Only" policy for the Third Party cover during the remaining period of the policy.
- e. Statutory Motor Third Party Liability insurance or any other compulsory insurance mandated by law can NOT be cancelled, except in case of double insurance or total loss. In such cases 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.
- f. If the insured vehicle is covered under more than one policy with identical coverage (Double Insurance), then the policy commencing later may be cancelled by you subject to the following:

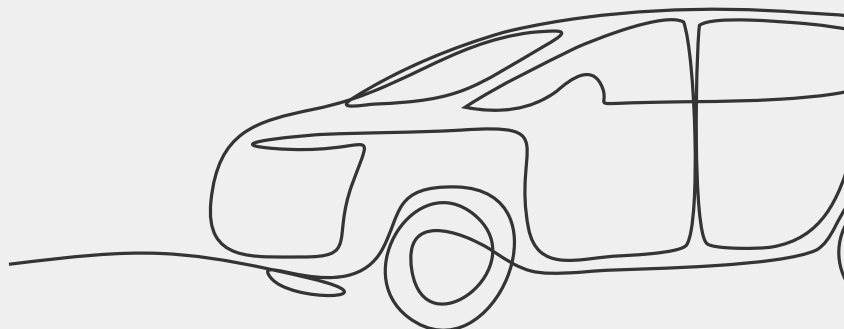
Earlier dated policy can be cancelled only due to written intimation to the insurer by the Banks/ Financial Institutions.

10. Contribution

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 loss, damage or liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation cost or expense.

11. Transfer of Insurance

- a. Liability Only cover will automatically transfer to the new owner (deemed to be insured) from the date of transfer.
- b. The new owner shall apply (along with evidence of sale and original certificate of insurance) within 14 days from the date of transfer for updating records and issuance of a fresh Certificate of Insurance/endorsement. The new owner will then be deemed the insured, and their details will form the basis of the contract.
- c. Post 14 days window, the transfer will be considered from the date the request is received and upon payment of differential premium (if any).
- d. The previous owner's No Claim Bonus (NCB) does not transfer to the new owner for their benefit.
- e. In case the new owner is entitled to a lesser or no NCB/Super NCB, recovery of the differential premium shall be made before effecting the transfer.



12. No Claim Bonus (NCB)

Only in case of No claim made or pending during the preceding year(s) of insurance, the insured is rewarded with a discount on the Own Damage (OD) section premium of the policy.

NCB Discount Grid:

No claim during the preceding consecutive year(s)	Discount %
1 year	20%
2 years	25%
3 years	35%
4 years	45%
5 years	50%

In case of existing eligibility for 55% or 65% NCB under the old tariff, that higher NCB will continue in future renewals until a claim occurs.

Conditions:

1. Accumulation and Transfer of NCB is applicable if the vehicle was **continuously insured for at least 12 months** and the policy **renewed within 90 days** of expiry date, except in the below cases:
 - a. Vehicles sold the NCB can be carried forward to the new policy up to 3 years from the expiry of the previous policy. Here the NCB will be the rate earned at the end of the last 12-month policy.
 - b. NCB earned abroad: You can apply your overseas No Claim Bonus to this policy. The NCB will be granted as per entitlement, if you haven't made a claim in recent years. To be eligible, you must buy this policy within three years of your foreign policy ending.

2. Transfer of No Claim Bonus

NCB belongs to the original insured and not linked to the vehicle or policy. Which means for transfer of policy, the NCB will depend upon the new owner's eligibility except in the below cases:

- a. Legal heirs (spouse, children, parents) take custody of the vehicle upon the insured's death.
 - b. Employees take custody of the institution-owned vehicle used exclusively by them, subject to employer confirmation for exclusive operation during the period in which the NCB was earned.
3. NCB is applicable on premium under "Section 1: Own Damage", including discounts and loadings as per erstwhile IMT.
4. NCB will not be affected in case:
- a. Claim under optional benefits where condition of claim admissibility under "Section 1: Own Damage" of the Policy is not required.
 - b. Damage to only windshield glass of the parked insured vehicle by external objects.
 - c. Loss due to flood/earthquake/act of god perils to the insured parked vehicle.

13. Claims:

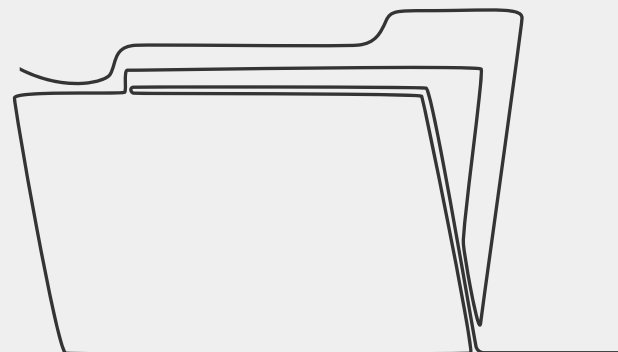
Intimation:

The insured / claimant will intimate claim to Us via:

Toll Free Number – 1800-268-4444

Email -claims@kiwiinsurance.com

Website – www.kiwiinsurance.com



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- Notice of claim must be given immediately after an actual or potential loss occurs, or as soon as reasonably possible.
- In case of theft, the insured must inform both the Police and the insurer within 48 hours and obtain an FIR or written acknowledgement from the Police.
- Keep the following details ready when contacting the call centre:
 1. Your Contact Numbers
 2. Policy Number
 3. Name of Insured
 4. Date & Time of loss
 5. Location of loss
 6. Nature of Loss
 7. Place & Contact Details of the person at the loss location

Note: You may be asked for additional documents. For more details, please refer to the intimation cum preliminary claim form.

Other:

1. In the event the claim is not settled within timelines prescribed by IRDAI, the Company shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of intimation till the date of actual payment.
2. Failure to furnish evidence within the time required shall not invalidate nor reduce any claim if, You can satisfy Us that it was not reasonably possible for You to give the proof within such time.
3. In case of Total Loss and/or Theft claim, applicable subsidy amount availed as per government policy will be reduced from IDV for claim settlement.

14. Special Conditions

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 this 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 them or obtain a new insurance policy for the Motor Vehicle.

All such applications should be accompanied by:

1. Death certificate in respect of the insured
2. Proof of title to the vehicle
3. Original Policy

15. Redressal of Grievance

We are committed to extend the best possible services to our policyholders. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our **24X7 Toll free number 1800-268-4444** or you may email us at **customer.care@kiwiinsurance.com**

If You are not satisfied with our resolution from above, then You may escalate the matter to the grievance officer at GRO@kiwiinsurance.com

For updated details of grievance officer, kindly refer the link:

<https://www.kiwiinsurance.com/grievance-redressal/>

Grievance may also be lodged at IRDAI Integrated Grievance Management System- **www.igms.irda.gov.in**

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach the Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

The contact details of the Insurance Ombudsman centers are mentioned in **Annexure 1**.

Annexure 1

List of Insurance Ombudsmen

S.No	Address	Jurisdiction
1.	Dr. Pranai Prabhakar Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2.	Ms Neerja Kapur 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 Email: oio.bengaluru@cioins.co.in	Karnataka
3.	Shri Ajay Kumar Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir,Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh
4.	Shri Rashmi Raman Singh Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha
5.	Ms Alka Jha Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh

S.No	Address	Jurisdiction
6.	Shri K.Vinayak Rao Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
7.	Shri Mukhmeet Singh Bhatia Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
8.	Shri Ajay Kumar Sharma Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
9.	Ms G Shobha Reddy Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
10.	Shri Satyajeet Rajan Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan

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S.No	Address	Jurisdiction
11.	Shri Pradeep Kumar Jain Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
12.	Ms. Manju Bagga Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
13.	Shri Sanjai Singh Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
14.	Ms Sarojini S Dikhale Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	Metropolitan Region excluding wards in Mumbai - i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and excluding areas of Navi Mumbai

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S.No	Address	Jurisdiction
15.	Shri Rajiv Talwar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-4027589 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiya, Pilibhit, Etawah, Farukhabad, Firozbad, Gautam Buddha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanthiramanagar, Saharanpur
16.	Shri Inderjeet Singh Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand
17.	Ms. Rachna Khare Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
18.	Shri Umesh Sinha Office of the Insurance Ombudsman, Jeevan Chintamani Building, 2nd Floor, Near New RTO Office, Louis Wadi, Vasant Rao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/ East, M/West, N, S and T.

Ombudsmen details are subject to change. Please refer this link for the updated details: CIO (cioins.co.in)