

Kiwi Motor Insurance

CANCELLATION CLAUSE

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- "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: Loss or damage to the vehicle (Own Damage)" of the Policy effective from the date of loss. Additionally, We will cancel "Section: 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

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- "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.

- 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:
 - i. Insured by two different offices of the same insurer: 100% refund of premium.
 - ii. Insured by two different insurers: Pro-rata refund of premium thereon.

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