

INDUSIND COMPREHENSIVE PACKAGE INSURANCE FOR LOW SPEED ELECTRIC TWO WHEELERS (UNREGISTERED VEHICLE) - POLICY WORDING

PREAMBLE

Whereas the Insured by a proposal and declaration dated as stated in the Policy Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for insurance hereinafter contained and has paid the premium mentioned in the Policy Schedule as consideration for such insurance in respect of accident loss or damage occurring during the Policy Period.

(The term **Low Speed Electric Two Wheeler** referred to in this Policy wordings will include motor cycle/scooter / auto cycle or any other motorised electric two wheeled vehicle mentioned in the Policy Schedule.)

NOW THIS POLICY WITNESSETH:

That subject to the Terms Exceptions and Conditions contained herein or endorsed or otherwise expressed hereon.

1. COVERAGES

1.1. Section 1 – Vehicle Own Damage Cover

1.1.1. What is covered – Own Damage

1.1.1.1. The Company will indemnify the Insured against loss or damage to the Low Speed Electric Two Wheeler insured hereunder and/or its Accessories whilst thereon

- i. by fire, explosion, self-ignition or lightning;
- ii. by burglary, housebreaking or theft;
- iii. by riot or strike;
- iv. by earthquake (fire and shock damage);
- v. by flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost;
- vi. by accidental external means;
- vii. by malicious act;
- viii. by terrorist activity;
- ix. whilst in transit by road, rail, inland- waterway, lift, elevator or air;
- x. by landslide rockslide.

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:

- i. For all rubber / nylon / plastic parts, tyres, tubes and batteries – 50%
- ii. For fibre glass components – 30%
- iii. For all parts made of glass- Nil
- iv. Rate of depreciation for all other parts including wooden parts will be as per the following schedule:

AGE OF VEHICLE	DEPRECIATION PERCENTAGE
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%

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

1.1.1.2. The Company shall not be liable to make any payment in respect of:

- i. consequential loss, depreciation, wear and tear, mechanical or electrical breakdown failures or breakages;
- ii. damage to Tyres and Tubes unless the vehicle insured is damaged at the same time, in which case liability shall be

limited to 50% of the cost of replacement.

- iii. loss of or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time; and
- iv. 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.
- v. A compulsory deductible of Rs 100 shall be applicable on each and every claim (including Total loss/ Constructive Total Loss) made under this Section.

1.1.1.3. In the event of the vehicle being disabled by reason of loss or damage covered under this Policy, the Company will bear the reasonable cost of protection and removal to the nearest repairer and of redelivery to the insured but not exceeding in all Rs.300 in respect of any one accident.

1.1.1.4. The insured may authorize the repair of the Low Speed Electric Two Wheeler necessitated by damage for which the Company may be liable under this Policy provided that:

- i. the estimated cost of such repair including replacements, if any, does not exceed Rs. 500 or as mentioned in the Policy Schedule.
- ii. the Company is furnished forthwith a detailed estimate of the cost of repairs and
- iii. the insured shall give the Company every assistance to see that such repair is necessary, and the charges are reasonable.

1.1.2. Sum Insured – Insured Declared Value:

1.1.2.1. 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 sidecar/accessories, if any, fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the insured vehicle at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

The Schedule of Depreciation for fixing the IDV of the Vehicle:

Age of the vehicle	Percentage 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 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 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.

Depreciation on Non-OEM (Original Equipment Manufacturer) / Non OES (Original Equipment Supplier) parts - No Depreciation shall apply on Non-OEM/ Non OES parts that are used in repairs of Insured

Vehicle following a loss.

For further details, please refer 'IDV Determination Note' available at the Company's website: www.indusindinsurance.com

1.1.3. OD Add-On Cover 1 – Electrical and or Electronic Fittings

1.1.3.1. For the purpose of this cover, the 'Electrical and/or Electronic Fittings' are fittings or those parts that are fitted to the Vehicle but not included in the Manufacturer's standard listed selling price. Specifically, battery, battery management service, control panels, battery sensors and other similar items in a Low Speed Electric Two Wheeler is not Electrical and or Electronic Fittings.

1.1.3.2. The Company will indemnify the Insured against loss of or damage to such electrical and/or electronic fitting(s) as

specified in the Schedule whilst it/these is/are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section 1.1.1 of the policy.

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

1.1.3.4. The Company shall not be liable for each and every claim under Section -1 (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the Schedule.

1.1.4. OD Add-On Cover 2 – Nil Depreciation

1.1.4.1. In the event of an admissible partial loss claim under section 1.1.1 of this Policy, the Company will indemnify the Insured without deduction for depreciation on parts other than tyres and tubes in respect of such approved claim. This is subject to other terms and conditions of this Policy being fulfilled.

1.1.4.2. This cover shall be available only for a maximum of (Refer policy schedule) admissible claims during the period of insurance.

1.1.4.3. A claim where replacement of any part is not involved and no depreciation is deducted under own damage claim, will not be considered as claim under this cover.

1.1.4.4. The Cover is applicable only if the Vehicle is repaired at any of the Company's Authorized Garage/ Authorized workshop/ Authorized service station. Please visit the below web address for the list of Authorized Garages / workshops / service station

https://igi-locator.appspot.com/?Search_by=gargage& sourcesystem=website&phonenumber=&emailid=#/

1.1.4.5. No amount is payable under this Cover in case the Claim admitted under section of 1.1.1 of this Policy is a Total Loss / Constructive Loss or a Theft claim.

1.1.5. OD Add-On Cover 3 – Consumables Cover

1.1.5.1. In the event of an admissible claim under section 1.1.1 of this Policy, the Company shall cover cost of Consumables required to be replaced/replenished arising from an Accident to the Insured vehicle. Subject otherwise to terms, condition, limitations and exceptions of the policy.

1.1.5.2. Consumables for the purpose of this cover shall include engine oil, Gear Box oil, lubricants, nut & bolt, screw, distilled water, grease, oil filter, bearings, washers, clip, brake oil, fuel filter and items of similar nature excluding fuel.

1.1.5.3. No amount is payable under this Cover in cases of:

- i. Any Consumable not associated with admissible Own Damage claim under Section 1.1.1 (Own Damage) of the policy.
- ii. If there is no valid and admissible claim under Section 1.1.1 (Own Damage) of the policy.
- iii. If the insured vehicle is not repaired at an Authorized garage of the Company.

1.1.6. OD Add-On Cover 4 – Helmet Cover

1.1.6.1. In the event of a damage or destruction of a helmet (that is owned and used by the Insured), as a result of Vehicle Accident involving the Low-Speed Electric Two-Wheeler insured under this Policy, the Company shall make a payment for cost incurred by the Insured to replace such helmet with another of same type and model. Subject otherwise to the terms, exceptions, conditions & limitations of the policy.

1.1.6.2. This cover shall be available only for a maximum of (Refer policy schedule) admissible claims during the period of insurance.

1.1.6.3. No amount is payable under this Cover in cases of:

- i. In the event of theft, unexplained loss or missing helmets
- ii. damage caused by deterioration, wear & tear

1.1.6.4. Deductible of 5% of Sum Insured of Helmet shall be applicable to this cover for each and every claim.

1.1.7. OD Add-On Cover 5 – Electric Motor Protect

1.1.7.1. The Company will pay for repair and replacement expenses for the Consequential Loss or damage to internal parts of the Electric Motor and Electric Vehicle gearbox and transmission units. Subject otherwise to terms, conditions, limitations and exceptions of the policy.

1.1.7.2. The aforementioned damage is direct result of the below events:

- i. Water ingress into electric motor, gearbox or transmission units or
- ii. under carriage damage to electric motor Parts or
- iii. leakage of lubricating oil from the EV Gearbox or EV Transmission units.

1.1.7.3. It is warranted that:

- i. Vehicle has been transported or towed to garage within number of days of water receding from the water-logged area, as specified in the policy schedule.
- ii. The Insured has taken all reasonable steps, safeguards and precautions to avoid any loss or damage and prevent



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aggravation of loss once the loss or damage to the insured vehicle is sustained and noticed by the Insured.

1.1.7.4. Claims under this cover are admissible only if:

- i. In case of water damage, there is an evidence of the insured vehicle being submerged or parked or stranded in a water logged area.
- ii. In case of leakage of lubricating oil, there is a visible evidence of accidental damage to the electric motor or respective assembly.
- iii. There is evidence of under carriage damage to Engine Parts and/ or Gear Box parts and/ or Differential parts leading to oil leakage and leading resulting into damage of covered parts.

1.1.7.5. The below are excluded for the purposes of this Cover:

- i. Wear and tear damages.
- ii. Depreciation, as per the scale mentioned above in section 1.1.1
- iii. Any Loss or damage covered under the manufacturer's warranty; recall campaign or forming part of maintenance preventive maintenance.
- iv. Any damages due to participation in adventurous activities or activities not recommended by manufacturer guidelines.
- v. Any damages due to extra installation of electric equipment apart from the already installed electric equipment provided by manufacturer.
- vi. Any costs relating to servicing, maintenance, adjustment or tuning
- vii. Any claim where the repair has been carried out without prior approval from the Company
- viii. Damages due to running the vehicle beyond the authorized carrying weight or passengers or capacity.
- ix. Any aggravation of loss or damage including corrosion due to delay in intimation to the Company and / or retrieving the vehicle from waterlogged area.

1.1.8. OD Add-On Cover 6 – Battery Cover

1.1.8.1. This cover pays for repair or replacement of damaged lithium-ion battery and or Battery Management System (BMS), due to:

- i. Unexpected Power Surge while charging the lithium-ion battery
- ii. Mechanical shock to the lithium-ion Battery or BMS resulting from accidental collision, or impact damage
- iii. Water ingress or moisture buildup within the lithium-ion battery or the BMS, due to submergence in water following a flood and or inundation
- iv. Spontaneous, unexplained, and uncontrolled exothermic electrochemical reactions (of substrates that are within the battery cells) resulting in explosion of and or visible flames and or smoke from the lithium-ion battery or the BMS.

Coverage is subject otherwise to terms, conditions, limitations and exceptions of the policy.

Depreciation on parts will be applicable as per the section 1.1.1 of the policy. Cost of replacement will be provided only if the damage to the Battery and or BMS is classified as:

- i. Total Loss
- ii. Constructive Total Loss

1.1.8.2. The below are excluded for the purpose of this cover:

- i. Damages resulting from failure to use vehicle manufacturers recommended and genuine equipment, spare parts, consumables like coolants.
- ii. Damages resulting from failure to follow the manufacturers' instructions whilst charging, parking, and riding the vehicle.
- iii. Any loss after the vehicle has been serviced in an unauthorized service garage or center. Handling of the equipment by unauthorized service personnel.
- iv. Any damages due to charging done through unauthorized charging stations (which are not recommended by manufacturer) or charging equipment (not provided/authorized by manufacturer).
- v. Damages resulting from any tampering with the insured battery
- vi. Any loss or damage sustained before or during installation and/or reinstallation of the battery
- vii. Any aesthetic defects but not limited to dents, scratches on painted polished or enamelled surfaces
- viii. Damages resulting from attempted or actual physical access or dislodgment of the battery or BMS by anyone apart from the authorized personnel
- ix. Damages resulting from failure to use the latest software version as prescribed by the Manufacturer
- x. Damages resulting from any attempted or actual Theft of Battery

- xi. Damages resulting from any wear and tear of the battery, cable and wires
- xii. Any damages due to participation in adventurous activities or activities not recommended by manufacturer guidelines.
- xiii. Any damages due to extra installation of electric equipment apart from the already installed electric equipment provided by manufacturer.
- xiv. Damages resulting due to fully discharged Battery not plugged in within 24 hours of such discharge
- xv. Any Third Party bodily injury or property damage claim arising due to anything happening with battery
- xvi. Any Loss of damage due to Wilful Act or Wilful Negligence of the Insured or his representative
- xvii. Any claim where the repair has been carried out without prior approval from the Company
- xviii. Depreciation, as per the scale mentioned in the base policy

1.1.8.3. The coverage is subject to meeting the below conditions:

- i. Coverage will be valid only if the charging was done as per the guidelines by the OEMs and using standard charging infrastructure as provided or recommended.
- ii. At all time, it is the insured's responsibility to take all reasonable measures and precautions as prescribed by manufacturer for the Battery or BMS.
- iii. State-of-Health (SOH) level of battery to be maintained as per manufacturers schedule of battery health
- iv. Number of claims to be admissible in a policy period is as specified in the policy schedule.

1.1.9. OD Add-On Cover 7 – EV charger cover

1.1.9.1. This cover pays for repair or replacement of the Electric Vehicle charger that has been bought along with the Low Speed Electric Two Wheeler and has been permanently installed at the communication address, mentioned so, in the Policy Schedule. Provided such damage, loss or destruction is a direct resultant action of the below perils:

- i. by fire, explosion, self-ignition or lightning;
- ii. by riot, or strike;
- iii. by earthquake (fire and shock damage);
- iv. by flood, typhoon, tornado, hurricane, storm, tempest, inundation, cyclone, hailstorm frost;
- v. by accidental external means;
- vi. by malicious act;
- vii. by terrorist activity;
- viii. by landslide or rockslide.
- ix. by rodent bite
- x. Unexpected Power Surge while charging the lithium-ion battery
- xi. Electrical and/or Mechanical Breakdown

Components Covered are:

- i. Charging cable (The charging cable would be covered if it was bought as part of the vehicle. Cable purchased afterwards is not covered unless it was a direct replacement from the manufacturer))
- ii. Fixed charging unit
- iii. Adapter
- iv. Any other integral component of charging unit and/or charger and/or adapter and/or charging cable.

1.1.9.2. Maximum amount payable under this cover would be Rs. (refer schedule) during policy period. Coverage is subject otherwise to terms, conditions, limitations and exceptions of the policy.

1.1.9.3. The below are excluded for the purpose of this cover:

- i. Damages resulting from failure to use vehicle manufacturers recommended and genuine charging equipment and spare parts.
- ii. Damages resulting from failure to follow the manufacturers' instructions of Use.
- iii. Damages resulting from handling of the equipment by unauthorized service personnel.
- iv. Any Loss or damage covered under the manufacturer's warranty; recall campaign or forming part of maintenance preventive maintenance.
- v. Any damages due to extra installation of electric equipment apart from the already installed electric equipment done/provided by manufacturer is out of the scope of this coverage. Any costs relating to servicing, maintenance, adjustment or tuning.
- vi. Loss or damage caused by any faults or defects existing at the time of commencement of the Policy within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the Company

or not. vii. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the Insured Electric Vehicle charger.

- viii. Loss of or damage to rented or hired equipment for which the insured is responsible either by law or under a lease and/or maintenance agreement.
- ix. Damages resulting from any tampering with the EV charger or charging infrastructure.
- x. Any loss or damage to the charger due to malfunctioning of battery or part of it and/ or due to innate chemical nature of battery and/or its constituents and related assembly parts.
- xi. Any loss or damage sustained before or during installation and/or reinstallation of the Insured EV Charger.
- xii. Any aesthetic defects but not limited to dents, scratches on painted polished or enamelled surfaces
- xiii. Any Loss of damage due to Wilful Act or Wilful Negligence of the Insured or his representative
- xiv. Losses due to replacement of any consumable item of the EV Charger including but not limited to batteries (including rechargeable), bulbs (including projector bulbs), tapes, fuses, cartridges, replaceable fluids or application software including data storage media or materials which are designed to be consumed during the life of the Insured EV Charger.
- xv. Loss or damage where the insured EV Charger is used for commercial, business, industrial, educational, rental or for-profit generation purposes.
- xvi. Any claim where the repair has been carried out without prior approval from the Company
- xvii. Depreciation, as specified in the Policy Schedule shall be applicable

1.1.10. OD Add-On Cover 8 – Return to Invoice

1.1.10.1. In the event of an admissible Total Loss/Constructive Total Loss or Theft claim (where the Insured Vehicle is not recovered during the Period of Insurance) under Section 1.1.1 of this Policy, The Company shall pay the financial shortfall between the claim amount received by Insured and the purchase price of the Vehicle as confirmed in the invoice of sale or current replacement price of the new vehicle (incase exactly same make/model is available), whichever is lesser.

1.1.10.2. The Company shall also reimburse the applicable insurance cost which the Insured has incurred on the insured vehicle.

1.1.10.3. In case of Hypothecation, the finance company/ bank whose interest is endorsed on the policy must agree in writing.

1.1.10.4. No amount is payable under this Cover in the following cases:

- i. The total loss/ CTL and theft claim is not valid and admissible under Section 1.1.1 of the policy.
- ii. Any non-built in electrical/ electronic and non- electrical/ electronic accessories forming part of the invoice but not insured under Section 1 of this policy.
- iii. Final investigation report of police confirming the theft of the vehicle in case of theft claim is not submitted to the Company.
- iv. Insured vehicle being imported.

1.1.10.5. Subject otherwise to the terms, condition, exclusions of the policy. Compulsory Deductible specified under Section 1.1.2(v) of this Policy shall be applicable to this cover.

1.1.10.6. Note:

For the purpose of this cover "Insurance Cost" means Sum of Vehicle Own Damage Premium as per Section 1.1.1 of the Policy Schedule derived by multiplying Current Year Own Damage rate by the appropriate* IDV (That is charged in the policy in currency) & Current Year** Third Party Premium.

*Appropriate IDV refers to the current Ex showroom price of the insured vehicle or Ex showroom price of similar model.

**Current Year is defined as financial year in which the claim event has occurred.

1.2. Section 2 – Third Party Cover

1.2.1. What is covered – Third Party :

1.2.1.1. Subject to the Limit of liability as laid down in the schedule hereto, the Company will indemnify the insured in the event of accident caused by or arising out of the use of the Low-Speed Electric Two-Wheeler anywhere in India against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of:

- i. Accidental Death of or bodily injury to any person other than the Insured/ Vehicle Driver.
- ii. Damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.

1.2.1.2. The Company will also pay all costs and expenses incurred with its written consent.

1.2.1.3. In terms of and subject to the limitations of the indemnity, which is granted by this policy 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 were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply.

1.2.1.4. 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(s) in terms of and subject to the limitations of this Policy provided that such personal representative(s) 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.

1.2.1.5. The Company may at its own option:

- 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
- undertake the defense 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.

1.2.1.6. Right of Recovery by the Company:

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 Law of Tort in an Indian Court of law.

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 similar operation of the Law of Tort.

1.2.1.7. Right of Representation

The Company may at its own option arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy.

1.2.1.8. Application of Limits of Liability:

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.

1.3. Section 3 – Personal Accident Cover for Owner / Driver

1.3.1. What is covered – Personal Accident:

1.3.1.1. Subject otherwise to the terms exceptions conditions and limitations of this Policy, 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 mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent, accidental, external and visible means which independently of any other cause shall within six calendar months of such injury result in:

Scale of Compensation	
i. Accidental 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%

1.3.1.2. Provided always that:

- the 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 <as mentioned in the Policy Schedule> during any one period of insurance.
- 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 such person is under the influence of intoxicating liquor or drugs.

1.3.1.3. This cover is subject to:

- the owner-driver is the registered owner of the vehicle insured herein;
- the owner-driver is the insured named in this policy.

2. Endorsements

2.1. Endorsement for Hypothecation Agreement:

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

of such loss or damage.

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

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

2.2. Endorsement for Hire Purchase Agreement:

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

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the Hirer (the 'Insured') rights and liabilities or The Company's respectively under or in connection with this Policy.

2.3. Endorsement for Lease Agreement:

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

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

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

3. General Exclusions

3.1. The Company shall not be liable in respect to below (these exclusions are applicable to sections of the Policy):

3.1.1. Alcohol, Hallucinates, Stimulants, Prescription Drugs or Narcotics:

Any liability arises due to an Accident when the Driver is under the influence of alcohol and/or Hallucinates, Stimulants, Prescription Drugs or Narcotics and/or any intoxicating substance.

3.1.2. Commercial Purposes

Operation of Insured Vehicle for commercial purposes of goods carriage and or transportation of passengers are excluded unless upfront declared at the time of proposal and agreed by the Company in writing.

3.1.3. Contractual Liability

The Company shall not be liable in respect of any claim arising out of any contractual liability.

3.1.4. Contravention of the Manufacturer's Guidelines

Any operation including charging, parking and or riding of the Low Speed Electric Two Wheeler in contravention to the Manufacturer's Guidelines and or any government guidelines in this aspects.

3.1.5. Cyber Claim

Any Loss or Accident arising due to a Cyber Attack or Cyber Security Compromise of the GPS system or WiFi network or BMS provided in the Vehicle or any other Information Technology assets of Driver or the Owner.

3.1.6. Limitation to Use

The Policy doesn't cover use of Vehicle for any purpose as mentioned here:

- i. Organized racing
- ii. Pace making
- iii. Speed testing
- iv. Reliability trials



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3.1.7. Economic Loss

Any Opportunity Loss or Losses that are purely financial in nature.

3.1.8. Explosives, highly inflammable Goods and any banned substance

Carrying of any explosive and or highly inflammable and or any banned substance as goods or luggage and any Accident during such operations.

3.1.9. Geographical Limitation

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

3.1.10. Modifications to the Low Speed Electric Two Wheeler

Any modification done to the Vehicle such that the speed limit of 25 Km per hour and or Motor power of 0.25 KWH, as defined in 4.1, is/are increased. Any Accident following such modification to the Incurred Vehicle is excluded under this Policy.

3.1.11. Nuclear Exclusion

The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed by or arising from nuclear weapons material.

3.1.12. Overloading and carrying of larger dimension goods

Any Accident when the Vehicle is overloaded and or carrying goods that are larger in dimension for carrying in the Low Speed Electric Two Wheeler.

3.1.13. Seating Capacity

Any Accident when the Seating Capacity of the Vehicle has been exceeded.

3.1.14. Terrorism

The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from an event of Terrorism or acts of any terrorist.

3.1.15. Violation of the Limitation as to Use and Driver Clause

The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein:

- i. being used otherwise than in accordance with the "Limitations as to Use" or
- ii. being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.

3.1.16. War and alike situations

The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, 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.

3.1.17. Workman Compensation

The Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.

4. Definitions

4.1. Accident

Means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

4.2. Accessories

It means parts of the Insured Vehicle which are not directly related to direct functioning of the Vehicle in its utility as a mode of transport. This includes In Vehicle Infotainment System (IVI) such as audio/video interfaces which form part of the Insured Vehicle, as well as portable phones while they are connected to a power source in the Insured Vehicle, and also non electrical/ electrical items such as seat cover, mats, crash protector and/or other likewise furnishings. Only Accessories provided by the Manufacturer and included in the IDV calculation are Insured under this Policy.

4.3. Battery

Means the Lithium-Ion battery capable of maximum wattage of 1.5 KWH and maximum voltage of 48 V (or as agreed) that has been provided by the Manufacturer of the Insured Vehicle.

It excludes the commonly used 12 V or similar batteries (with lower Voltage) used for powering the lights and other similar electrical installations of the Insured Vehicle.

It is identifiable by the Serial Number provided by the Manufacturer.

4.4. **Battery Management System**

A Battery Management System (BMS) is an electronic system that manages EVB, such as by protecting the battery from operating outside its safe operating area, monitoring its state, calculating secondary data, reporting that data, controlling its environment, authenticating it and / or balancing it.

The BMS also monitors and controls the charging and discharging of rechargeable batteries which makes the operation more economical. Inverter, converter & the cooling systems also form part of the BMS.

For the purposes of this Policy, it means the original BMS provided by the Manufacturer along with new purchase of the Vehicle without any modifications or the original BMS that has been replaced by the Manufacturer following some fortuitous event.

4.5. **Claim**

Means any written demand for compensation of Loss occurring during the Policy Period, made with the Company by or on behalf of the Insured

And/or

any written demand or legal proceedings towards compensation of Loss occurring during the Policy Period, made against the Insured by a Third Party.

4.6. **Company**

Means IndusInd General Insurance Company Ltd. Alternatively, referred to as 'Insurer'.

4.7. **Defense Cost**

Defense Costs means:

Reasonable and necessary costs and expenses incurred by the Company, or by the Insured but only with the Company's prior written consent (which shall not be unreasonably withheld), solely for the benefit of the Insured in the investigation, settlement, defense, or appeal of any Claim covered under the Policy; and

Defense Costs does not include salaries, regular or overtime wages, allowances, fees, commissions, awards, bonuses, travel or accommodation expenses, allowances, fees or any other benefit associated with Insured Persons or the Insured Organization's overhead expenses.

4.8. **Driver**

Means the Owner of the Insured Vehicle or any person permitted by the Owner to drive the Vehicle, provided such person has completed age eighteen at the time of driving the Vehicle, is not a learner to ride Vehicles and is not handicapped in any manner to handle such Vehicles.

4.9. **Electric Motor**

Means the core component of the Low Speed Electric Two-Wheeler that converts electrical energy into mechanical energy uses electric power from the traction of the battery, turning the transmission & the wheels.

For the purposes of this Policy, it means the original Electric Motor provided by the Manufacturer along with new purchase of the Vehicle without any modifications.

4.10. **Event**

It means any one event or series of events arising out of one common and underlying cause in connection with the Vehicle.

4.11. **Excess**

The Company will only pay in respect of each insured Loss (or alleged Loss) and associated Defense Costs (if applicable) and other amounts insured under the Policy, the amount which is above the Excess. The Excess shall be the first amount borne by the Insured and shall remain uninsured.

4.12. **Geographical Area**

Unless otherwise agree and stated in the Policy Schedule or in any subsequent endorsements, the Geographical Area of operating the Insured Vehicle is boundaries of the Republic of India.

4.13. **Insured Vehicle**

Means the Low-Speed Electric Two-Wheeler defined above in section 4.1. It is alternatively referred to as simply Vehicle or Electric Vehicle. It includes standard tools and accessories that are provided by the Manufacturer of the Vehicle at the time of new purchase of the Vehicle.

It is identifiable by the Chassis Number and Motor Number provided by the Manufacturer.

For the purpose of this Policy, only vehicles manufactured by a recognized Manufacturer, who is a member of the Society of Indian Automobile Manufacturers ('SIAM') are insurable. Further, such vehicles are certified by Automotive Research Association of India ('ARAI') with regards to the top speed and the Motor's power.



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4.14. Loss

Loss means:

- i. insured property being damaged or lost as a result of action of the Insured Perils; or
- ii. death or injury to Owner driver as a result of an Accident or
- iii. damages or claimant's costs or both payable by the Insured pursuant to an award or judgment entered against the Insured; or
- iv. settlements negotiated by the Company and consented to by the Insured; or
- v. settlements negotiated by the Insured but only with the prior written consent of the Company.

Loss does not include any:

- i. amounts uninsurable by law;
- ii. wages, salaries, allowances, fees, commissions, awards, bonuses, travel or accommodation costs incurred by the Insured in assessing, investigating, dealing with or assisting others to deal with the claim;
- iii. fines or penalties;
- iv. exemplary, aggravated, multiple or punitive damages;

All Loss attributable to one source or originating cause shall be deemed one Loss

4.15. Low Speed Electric Two-Wheeler

Means a motorized two-wheeler self-propelled by an electric motor having 30 minutes power less than 0.25 kW and whose output is progressively reduced and finally cut off as the vehicle reaches a speed of 25 km/hr and fitted with suitable brakes and retro-reflective devices, i.e., one white reflector in the front and one red reflector at the rear. The unladen weight(excluding battery weight) of the vehicle is not more than 60kg. As per the provisions of the Central Motor Vehicle Rules, 1989 (or any other revisions thereon), these are exempted from registration.

For the purpose of this Policy, only vehicles manufactured by a recognized Manufacturer, who is a member of the Society of Indian Automobile Manufacturers ('SIAM') are insurable. Further, such vehicles are certified by Automotive Research Association of India ('ARAI') with regards to the top speed and the Motor's power.

4.16. Manufacturer

Means the company or firm under whose brand the Insured Vehicle has been manufactured and marketed. The Manufacturer has sufficient legal and regulatory approvals to market such Vehicles to the public and has also provided appropriate guidelines to operate and service such Vehicles to the Insured.

4.17. Policy

Means this policy wording, any endorsements to it, the Schedule and the Proposal.

4.18. Proposal

Means the proposal form and any other information submitted by the Insured in applying for this insurance.

4.19. Policy Period

Means the time period between the Policy Expiry Date/Time and the Policy Inception Date/Time. Both the Policy Expiry Date/ Time and Policy Inception Date/Time are as mentioned in the Policy Schedule. Policy Period is alternatively referred as Period of Insurance under this document.

4.20. Policy Schedule/Schedule

Schedule means the schedule attached to the Policy and signed by an Authorized Representative of the Company.

4.21. State of Health (SOH) of the Lithium-Ion Battery

Means the measurement of condition of the Lithium-Ion Battery compared with that of the manufacturer's specification for the Lithium-Ion Battery. It is generally expressed in percentage terms, ranging between 0% to 100%. 100% means that battery's condition is fully meeting the manufacturer's specifications. The typical factors considered in these calculations are (the list below is inclusive but not exhaustive):

- Internal Resistance / conductance
- Battery Capacity
- Voltage
- Self-discharge
- Age of the battery

4.22. Sub Limit

Means the maximum liability in absolute amount or in percentage (lesser than or equal to 100%) of IDV or TP Sum Insured (as the case maybe), that is payable against a Cover or a Section of this Policy.

4.23. Sum Insured

The Sum Insured shown against each cover represents the maximum liability of the Company for Claims made under the Policy for the respective Cover. The below table shows the Sum Insured against each Cover:

SI No.	Cover Name	Sum Insured	Aggregation rules at Policy Level
OD	Section 1 – Vehicle Own Damage Cover	Insured Declared Value as described in Section 1.1.2 (as per the Schedule)	Aggregated
OD.1	OD Add-On Cover 1 – Electrical and or Electronic Fittings	Sum Insured for Electrical and Electronic Fittings (as per the Policy Schedule)	Aggregated
OD.2	OD Add-On Cover 2 – Nil Depreciation	Sublimit of IDV	Not Aggregated
OD.3	OD Add-On Cover 3 – Consumables Cover	Sublimit of IDV	Not Aggregated
OD.4	OD Add-On Cover 4 – Helmet Cover	Sum Insured for the Helmet (as per the Schedule)	Aggregated
OD.5	OD Add-On Cover 5 – Electric Motor Protect	Sublimit of IDV	Not Aggregated
OD.6	OD Add-On Cover 6 – Battery Cover	Sublimit of IDV	Not Aggregated
OD.7	OD Add-On Cover 7 – EV charger cover	Sublimit of IDV	Not Aggregated
OD.8	OD Add-On Cover 8-Return to Invoice	Calculated as per terms	Aggregated
TP.1	Third Party Cover	Sum Insured as per the Policy Schedule. The Third Party Property Cover is Sub-limited XX% of this Sum Insured.	Aggregated
PA.1	Personal Accident Cover for Owner / Driver	Specific Sum Insured for the Owner and Unnamed Driver, as per the Policy Schedule	Aggregated
Total of all the Sections		As above for respective covers	Addition of Sum Insured against Covers – OD, OD.1, OD.4, OD.8, TP.1 and PA.1

4.24. Terrorism

Terrorism means an activity that

- involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and
- appears to be intended to
 - intimidate or coerce a civilian population, or
 - disrupt any segment of the economy of a government de jure or de facto, state, or country; or
 - overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or
 - affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

5. Claims Conditions

5.1. Responsibilities of the Insured in case of claim:

- Notice shall be given in writing to the Company immediately upon the occurrence of any Accidental Loss or damage and in the event of any claim and thereafter the Insured shall give all such information and assistance as the Company shall require.
- Every letter claims writ summons and/or process or copy thereof, shall be forwarded to the Company immediately

on receipt by the Insured.

- iii. 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.
- iv. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.
- v. 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 damages 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.
- vi. The Insured must extend all assistance and cooperation to appointed surveyor for the purpose of investigation and assessment of loss.
- vii. Not abandon the Insured Vehicle without the Company's written permission.

5.2. Notification of Claim

- i. In the event of loss, the Insured or claimant must intimate the claim to the Company via:
 - a. Call Centre:
 - Contact: 022 4890 3009 (paid)
 - E-mail Id: **services@indusindinsurance.com**
 - Website: **www.indusindinsurance.com**
- ii. Insured or claimant shall furnish immediate loss details, which shall include
 - a. Details of the loss event
 - b. Location of the loss
 - c. Location of the damaged vehicle
 - d. Names and telephone numbers of contact personnel
- iii. If the claim is for theft, Insured should report to the Police as well as Company within 48 hrs from theft and obtain an FIR or a written acknowledgement from the Police authorities.

Notice of claim must be given by Insured to Company immediately after an actual or potential loss begins or as soon as reasonably possible after actual or potential loss begins.

In case of vehicle theft, a police complaint has to be filed immediately after the loss. Please keep the following information ready when Insured call the call centre:

- i. Insured Contact Numbers
- ii. Policy Number
- iii. Name of Insured
- iv. Date & Time of loss
- v. Location of loss
- vi. Nature of Loss
- vii. Place & Contact Details of the person at the loss location

Note: The above list is only indicative. The Insured may be asked for additional documents.

5.3. Claim Documents

For Accidental Claim: The Insured is entitled to avail Cashless repair at Company's Authorized garages which tend to offer cashless repairs as a part of the insurance policy. For list of Cashless garage, refer below link

https://igi-locator.appspot.com/?Search_by=garage& sourcesystem=website&phonenumber=&emailid=#/

However, Insured can file for reimbursement in case Insured opt for a garage not covered by the Company.

Below listed documents are required for a claim.

- i. Duly filled and signed claim form
- ii. Copy of Policy document
- iii. License copy of the driver driving the vehicle at the time of the accident (where applicable)
- iv. Attested copy of FIR / Panchanama / Inquest Panchanama and final report of the police where applicable
- v. An estimate of the vehicle repair cost OR Repair bills and payment receipts (original)
- vi. Vehicle inspection address details
- vii. Additional informative handles and accessories, including warranty cards, booklets, duplicate keys, etc.

- viii. Letter of Subrogation
- ix. Claim Discharge Voucher (produced with signature across a revenue stamp)
- x. Attested copy of Death Certificate in case of death
- xi. Attested copy of Post Mortem Report (only if conducted)
- xii. Attested copy of disability certificate from the specialist treating doctor stating percentage of disability.

Note: The Company may call for any other documents as required by the Company to assess the Claim.

5.4. Claim Settlement

Total Loss/ CTL/ Theft

In case of Total Loss/ CTL/ Theft of the vehicle during the policy, the policy shall be cancelled from the date of intimation of loss & third party premium for unexpired period shall be refunded on Pro- rate basis. There shall be no refund of Own Damage premium in the event of total loss/ CTL or theft claim in the policy.

For Total Loss:

If the Insured Vehicle has been destroyed or has been rendered permanently incapable of use, it is declared a Total Loss claim.

For Constructive Total Loss:

If the Assessed Loss of the Insured Vehicle is more than 75% of the Insured Declared Value, the claim is considered for CTL (Constructive Total Loss)

For Theft:

When the Insured Vehicle is stolen in entirety, it results in a Theft claim. In such cases, the claim is settled on Insured Declared Value basis upon receipt of all the relevant documents and NTC report (non-traceable report) from the police under whose jurisdiction the theft is reported.

In the event of claim

On the occurrence of any loss, within the scope of the policy the insured shall:

- In the event of a claim under the policy the insured/ may contact any of the Company's Offices at the contact numbers specified in the Schedule to the policy.
- Intimation of claim can also be made to IGICL Call centre at 022 4890 3009 (paid) or in writing at the nearest Regional Offices or through the intermediary.
- Alternatively, you can also reach us at services@indusindinsurance.com
- You can report vehicle at network garage whereby claim registration shall be done by network garage itself.

For Total Loss:

- Intimate the claim immediately after the loss to the Company
- Survey will be done and the case will get declared Total loss based on the nature and extent of damage and estimated liability
- Insured needs to submit all the relevant documents to the Company.
- Case shall be referred to salvage buyer for salvage valuation / quotation
- Insured to get the Registration Certificate cancellation of the Insured Vehicle done and confirm the same to the Company
- Insured will be given the option to retain the wreck and accept a Cashloss settlement (being the IDV less than the assessed value of Salvage based on quotes).
- Based on the Insured's consent the Company shall proceed with the claim settlement

For Constructive Total Loss:

- Intimate the claim immediately after the loss to the Company
- Appointed Surveyor to survey the case for Constructive Total loss. The case will be evaluated for Constructive Total Loss based on the nature and extent of damage and estimated liability.
- Insured to submit all the relevant documents to the Company.
- Case shall be referred to the Salvage buyer for Salvage valuation/quotation
- Insured will be informed about the salvage value and given the option for Cashloss Settlement (being the IDV less than the assessed value of Salvage based on quotes) for the Insured's consideration & consent
- Based on the Insured's consent Insurance the Company shall proceed with the claim settlement

For Theft:

- Intimate the claim immediately after the loss to the Company



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- First Investigation Report to be done immediately by the Insured without delay at the Police Station under whose jurisdiction the Theft has occurred.
- Insured to submit all the relevant documents along with the ignition keys to the Company.
- The Police shall investigate the case and will try to trace the Insured Vehicle
- If the Insured Vehicle is traced down by the Police , then the case shall be closed by the Police Investigation Team as the Insured Vehicle has been recovered.
- If the Insured Vehicle cannot be traced by the Police Investigation Team within the stipulated time depending upon the jurisdiction, the Police Investigation Team will issue a Nontraceable report (NTC report) to the Insured
- Insured shall have to submit the NTC report to the Company
- Upon receipt of the NTC report and other relevant documents, the Company shall settle the claim Minimum Information Required
 - Insured's Details
 - Policy Number
 - Loss Details such as
 - o Date of Loss
 - o Type of Loss
 - o Loss Location
 - Contact Details for communication
 - Claim Form
 - Driving License
 - Registration copy
 - Permit
 - Fitness
 - FIR
 - Un-traceable report
 - Fire brigade report
 - Repair bills (only in case of reimbursement)

If you feel you require further assistance, then you can write to our office at IndusInd General Insurance, Correspondence Unit, 2nd & 3rd Floor, Winway Building, 11/12, Block No-4, Old No-67, South Tukoganj, Near Madhumilan Square, Indore, Madhya Pradesh, India – 452001.

i. Right to Defense or Settlement (applicable to Section-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 defense 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. The Company does not assume any duty to defend.

It is a condition precedent to cover under the Policy that the Insured must:

- a. Take all reasonable steps to mitigate loss
- b. Not agree to any waiver or limitation of or delay as to their legal rights of recovery against any other party
- c. Give the Company all the information and assistance that the Company requires for the purpose of investigating:
 - the cause and consequences of any Claim;
 - the Insured's liability to any party in respect of any Claim; and
 - whether the Company has any liability to the Insured under the Policy and, if so, the extent of its liability; and, where applicable, conducting the defence of any Claim.

5.5. Subrogation Rights

If Company grants indemnity under the Policy, then the Company shall be subrogated to the Insured's rights of recovery against any person or entity whether or not payment has in fact been made and whether or not the Insured has been compensated in full for their loss. Each Insured must, at its own cost, provide all reasonable assistance to the Company (including, but not limited to giving information, signing documents and giving evidence) to help enforce those rights.

The Insured must not do anything that may prejudice the Company's position or its potential or actual rights of recovery against any party. Any amounts recovered by the Company in excess of the Company's total payment to the Insured

(including Defense Costs) shall be restored to the Insured less the cost to the Company of such recovery.

5.6. Contribution Clause

If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other similar insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.

5.7. Fraudulent Claims

If any Claim is in any manner false, dishonest or fraudulent, or is supported by any false, dishonest or fraudulent means or devices, whether by any Insured or anyone acting on behalf of an Insured or with the Insured's knowledge, then this Policy shall be void and all benefits paid or potentially payable under it shall be forfeited.

6. Table of Covers

Cover No.	Cover Name	Type of Cover	Sum Insured
1.1.1	Section 1 – Vehicle Own Damage Cover	Mandatory	Insured Declared Value as described in Section 1.1.2 (as per the Policy Schedule)
1.1.3	OD Add-On Cover 1 – Electrical and or Electronic Fittings	Add On	Sum Insured for Electrical and Electronic Fittings (per the Policy Schedule)
1.1.4	OD Add-On Cover 2 – Nil Depreciation	Add On	Sublimit of IDV
1.1.5	OD Add-On Cover 3 – Consumables Cover	Add On	Sublimit of IDV
1.1.6	OD Add-On Cover 4 – Helmet Cover	Add On	Sum Insured for the Helmet (as per the Policy Schedule)
1.1.7	OD Add-On Cover 5 – Electric Motor Protect	Add On	Sublimit of IDV
1.1.8	OD Add-On Cover 6 – Battery Cover	Add On	Sublimit of IDV
1.1.9	OD Add-On Cover 7 – EV charger cover	Add On	Sublimit of IDV
1.1.10	OD Add-On Cover 8-Return to Invoice	Add On	Calculated as per terms
1.2	Third Party Cover	Optional	Sum Insured as per the Policy Schedule. The Third Party Property Cover is Sub-limited XX% of this Sum Insured.
1.3	Personal Accident Cover for Owner / Driver	Optional	Specific Sum Insured for the Owner and Unnamed Driver, as per the Policy Schedule
Total of all the Sections			Addition of Sum Insured against Covers – 1.1.1, 1.1.3, 1.1.6, 1.1.10, 1.2 and 1.3

7. General Conditions

7.1. Arbitration

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).

In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the

successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

It is a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7.2. Cancellation & Refund

i. In case of no claim in the policy

1. Cancellation by insurer:

The company may cancel the policy by sending Seven day's notice by recorded delivery to the insured at Insured's last known address on the grounds of fraud in the event of cancellation of this policy on the grounds of fraud, the policy shall stand cancelled ab-initio and the return premium calculated as per following point shall be retained by the company.

2. Cancellation by Insured:

The policy may be cancelled at any time during the term, by informing the insurer without assigning any reason provided no claim has arisen during the period of insurance.

In the event of cancellation by the insured the refund amount shall be on pro-rata basis and shall be calculated as per the terms laid out below:

Calculation of Pro-Rata refund:

Return Premium = Policy Year Premium

$$* \left(1 - \left(\frac{\text{Number of Policy days expired}}{\text{Total Days in Policy Year}} \right) \right)$$

For e.g. If Policy Premium for a 365 days policy is Rs. 900, and if cancellation is effected on expiry of 243 days from policy inception, then The Return Premium = 900 * (1- (243 / 365)) = 300.82.

ii. In case of Claim in the policy

Where any claim has been admitted or has been lodged by the person under the Policy, there shall be no refund of premium for the Policy Year.

Note: Motor Third Party Premium refund shall be subject to cancellation rules mentioned under Conditions Point no.10 below.

7.3. Jurisdiction

Where legally permissible and subject to all terms and conditions of this policy, this policy shall apply to any Claim made against the Insured within Geographical Limits of Republic of India.

Any interpretation of this policy relating to its construction, validity or operation shall be made exclusively in accordance with the Indian laws.

7.4. Material Changes

It is a condition precedent to cover under the Policy that the Insured must, within 30 days of a material change to the risk that is the subject of the Policy, notify the Company in writing of that change. In that event, the Company reserves the right to impose additional terms and conditions and to charge an additional premium.

7.5. No Claim Bonus (NCB)

The Insured is entitled for a No Claim Bonus on Section-1 Vehicle Own Damage Cover as per NCB entitlement (in %) as per details below:

i. NCB Entitlement (in %) at the time of inception of Policy

- a. For Expiring Policy having Policy Period as 1 Year- NCB, wherever applicable, will be as per the following table,

Period of Insurance	% of discount on Own Damage Premium
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No claim made or pending during the preceding full year of insurance	5%
No claim made or pending during the preceding 2 consecutive years of insurance	10%
No claim made or pending during the preceding 3 consecutive years of insurance	15%
No claim made or pending during the preceding 4 consecutive years of insurance	20%
No claim made or pending during the preceding 5 consecutive years of insurance	25%

No Claim Bonus will only be allowed on Renewal, if no claim has been made during the expiring Policy Period and the Policy is renewed within 90 days of the expiry date of the previous policy.

NOTE:

- Maximum NCB that can be earned by an Insured is 25%
- An Insured becomes entitled for NCB only at the time of renewal of policy after the expiry of the full duration of the Policy.

7.6. Non-Disclosure

The Company reserves the right to cancel the policy/repudiate any claim/seek legal recourse on account of any non-disclosure (partial or full)/fraudulent disclosure, misrepresentations of information/facts made at proposal/claim stage in accordance with provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

7.7. Right to Inspect

The Company shall have at all times free and full access to examine the vehicle insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured be driven before the necessary repairs are effected, any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

7.8. Reasonable Care

The Insured person shall take all reasonable steps to safeguard the vehicle insured from loss or damage and to maintain it in efficient condition.

7.9. IndusInd on the Insured

The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

7.10. Renewal Notice

The Policy may be renewed with Company's consent. The covers under the policy or/and the terms and conditions of the policy, including premium rate may be subject to change. The Company, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid / received. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company

7.11. Grievances Clause

For resolution of any complaint or grievance, Insured may contact the respective branch office of the Company or may call at 022 4890 3009 (paid) or may write an email at services@indusindinsurance.com. In case the insured is not satisfied with the response of the office, insured may contact the Nodal Grievance Officer of the Company at grievances@indusindinsurance.com. In the event of unsatisfactory response from the Nodal Grievance Officer, insured may email to Head Grievance Officer at headgrievances@indusindinsurance.com. In the event of unsatisfactory response from the Head Grievance Officer or the complaint is not resolved within 30 days, the insured may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. Details of Insurance Ombudsman are available at IRDAI website www.irdai.gov.in or on company website www.indusindinsurance.com or on www.cioins.co.in. The contact details of Ombudsman offices are mentioned below:

OMBUDSMAN OFFICE

Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201, 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009.	Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, 'Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi – 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry.

KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072.	Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, 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, Ambedkar Nagar, Sultanpur, Maharajganj, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612 - 2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	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 - 41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in, on the website of General Insurance Council: www.gicouncil.in, our website www.indusindinsurance.com

PROHIBITION OF REBATES - SECTION 41 OF THE INSURANCE ACT, 1938 AS AMENDED BY INSURANCE LAWS (AMENDMENT) ACT, 2015.

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.



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IRDAI Registration No. 103 IndusInd General Insurance Company Limited (Formerly known as Reliance General Insurance). An ISO 9001:2015 Certified Company For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300. IndusInd Comprehensive Package Insurance for Low Speed Electric Two Wheelers (Unregistered Vehicle).

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