

## Two-Wheeler liability only policy- 5 years - Prospectus

Your vehicle is one of your most prized possessions. With HDFC ERGO's Motor Insurance, your vehicle is protected against any unforeseen circumstances. The HDFC ERGO provides the liability policy for 2 wheeler for 5 years, in respect of accidental loss or damage occurring during the period of insurance. This policy covers motor cycles, scooters, mopeds, auto-cycles and mechanically assisted pedal cycles. Any individual, corporate owner as well as the financier of the vehicle can take the policy.

### INTRODUCTION

- Protection to the insured against loss or damage due to named perils.
- No Claim Bonus awarded only at the renewal of a policy.
- Toll free help line for any policy queries and claim intimation.
- Fair and transparent claim settlement.
- Covers the liability to third parties
- Covers the personal accident cover for own driver

### ELIGIBILITY

The product will be offered for the coverage of the 2-wheeler vehicles

### POLICY TENURE

This product is offered to cover third party for 5 years

### PREMIUM

Rates for Third Party Premium will be as prescribed by IRDAI.

### WHAT IS COVERED

#### Liability To Third Parties

- Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the motor vehicle anywhere in India against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of:
  - Death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act
  - Damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured up to the limit specified in the schedule.
- The Company will pay all costs and expenses incurred with its written consent.
- 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 Motor vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe, fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
- In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe, fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
- 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 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

### PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

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 the vehicle insured or whilst traveling in it as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury resulting:

| Nature of Injury  | Scale of compensation |
|---|-----------------------|
| Death   | 100%                  |
| Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100%                  |
| Loss of one limb or sight of one eye                                    | 50%                   |
| Permanent total disablement from injuries other than named above        | 100%                  |

Provided always that

- 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 15 lakhs 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. 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.

### WHAT IS NOT COVERED

The Company shall not be liable under this Policy in respect of

- Any claim arising out of any contractual liability;
- Any accidental loss or damage and/or liability caused sustained or incurred whilst the vehicle insured herein is a. being used otherwise than in accordance with the 'Limitations as to Use' or b. being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
- Except so far as is necessary to meet the requirements of the Motor Vehicles Act, 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
- Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the motor vehicle at the time of the occurrence of the event out of which any claim arises
- The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) Civil War,

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Mutiny Rebellion, Military or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim

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

### CANCELLATION AND REFUND

- a) The Insured can cancel the policy at any time during the policy term, by informing the Company.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured.

**In case of No claim:** The Company shall refund proportionate premium for the unexpired policy period.

**In case of claim:** No refund shall be made for the year in which claim is made. The Company shall refund proportionate premium for the unexpired policy years.

- b) Under no circumstances can the company cancel statutory Motor Third Party Liability insurance or any other compulsory insurance mandated by law except in case of double insurance or total loss.

### CLAIM PROCESS

#### A) Claims Intimation

In the event of loss due to an insured event the insurance company must be informed immediately.

Our contact details are as follows: - Toll Free Helpline 022-6234-6234

**DISCLAIMER: THE ABOVE IS DESCRIPTIVE ONLY. THE ACTUAL TERMS AND CONDITIONS CAN BE FOUND IN THE POLICY DOCUMENT. INSURED'S ARE ADVISED TO READ THE POLICY DOCUMENT COMPLETELY FOR A FULL DESCRIPTION OF THE TERMS AND CONDITIONS OF COVERAGE AND THE EXCLUSIONS RELATING THERETO.**

#### B) Survey of Loss

1. Surveyor is assigned on immediate basis and in any case within 72 hours of the receipt of intimation from the insured.
2. The Claim details are intimated to surveyor through SMS & email. All the details of the appointment of surveyor, including the role, duties and responsibilities of the surveyor are sent to the insured by letter, email or any other electronic form immediately after the appointment of the surveyor.
3. The Surveyor will co-ordinate with the Insured and if the vehicle is already in the workshop, surveyor will visit the workshop within 4 working hours of Intimation, in any case within 48 hours of his appointment. Surveyor shall within 7 days of the claim intimation, inform the insured of the essential documents and other requirements that the insured should submit in support of the claim. Where documents are available in public domain or with a public authority, the surveyor shall obtain them. a) Claim Form b) Registration Certificate c) Driving License d) Policy Copy e) Estimate of Repairs f) AML Documents (if required) g) Job Card Copy (in case of Add-on cover taken for loss of use)
4. The Surveyor assesses the loss based and shares an interim report with the Company within the shortest time but not later than 15 days from the date of first visit.
5. If the insured is unable to furnish all the particulars required by the surveyor or where the surveyor does not receive the full cooperation of the insured, the surveyor shall inform the

Company about the delay they may result in the assessment of the claim. Insured shall be intimated about the delay by the Company or the surveyor.

6. The surveyor shall submit a report with within 30 days to the Company. In case of any exception in terms or circumstances or any difficulty associated with replacement/reinstatement, the surveyor can seek for an extension from the Company for submission

### GRIEVANCE REDRESSAL PROCEDURE

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre - 120 6234 6234 / 022-6234 6234
- Emails – grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 | Email ID: seniorcitizen@hdfcergo.com Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.<sup>1</sup>

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

**The Complaint & Grievance Redressal Cell,  
HDFC ERGO General Insurance Company Limited  
D-301, 3<sup>rd</sup> Floor, Eastern Business District (Magnet Mall),  
LBS Marg, Bhandup (West),  
Mumbai – 400078, Maharashtra**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

**To the Chief Grievance Officer  
HDFC ERGO General Insurance Company Limited  
D-301, 3<sup>rd</sup> Floor, Eastern Business District (Magnet Mall),  
LBS Marg, Bhandup (West),  
Mumbai - 400078, Maharashtra  
e-mail: cgo@hdfcergo.com**

Grievance may also be lodged at IRDAI Integrated Grievance Management System- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website [www.hdfcergo.com](http://www.hdfcergo.com) [https:// www.hdfcergo.com/customer-care/grievances.html](https://www.hdfcergo.com/customer-care/grievances.html) for detailed grievance redressal procedure.

### ABOUT OUR COMPANY

**Name of the company** – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)

**Registered & Corporate Office**- 1st Floor, HDFC House, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020.

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**Website** – [www.hdfcergo.com](http://www.hdfcergo.com)

**Contact number** – 022 - 62346234

**Email** – [care@hdfcergo.com](mailto:care@hdfcergo.com)

### **PROHIBITION OF REBATES (SECTION 41 OF Insurance Act, 1938 as amended):**

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: provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by 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.