

Commercial Comprehensive Package Policy Add-On Covers Wordings

1. DEPRECIATION RE-IMBURSEMENT

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company will re-imburse the Insured, the amount of depreciation deducted on the value of parts which were allowed to be replaced for own damage claim lodged under Section 1 of the Policy, provided always that

- a) This add-on will not apply to TOTAL LOSS, CONSTRUCTIVE TOTAL LOSS or THEFT OF THE INSURED VEHICLE.
- b) The insured vehicle is repaired with prior authorization of the Company. Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

2. RETURN TO INVOICE

In consideration of the payment of an additional premium as specified and shown in the Schedule, it is hereby declared and agreed that in case of the following events of TOTAL LOSS, CONSTRUCTIVE TOTAL LOSS OR THEFT OF THE INSURED VEHICLE, despite whatever is mentioned as IDV of the vehicle in the Policy schedule:

- A. The Company hereby undertakes to pay the Sum Insured under this add-on, determined as the difference between the Insured's Declared Value (IDV) of the insured vehicle and the total actual expenses incurred towards acquisition of a new vehicle of similar make and model to the insured, as specified in the on-road price listed by the manufacturer/Dealer. Provided always that On-road price means the actual expense incurred towards acquisition of a new vehicle and includes the value of factory fitted accessories or car dealer accessories at the time of purchase.
- B. Pay the Original customs duty, if any, OR the customs duty applicable for the new vehicle whichever is less subject to proportionate own damage insurance premium paid on customs duty
- C. On road price will also include any amount paid towards registration of the insured Vehicle, road tax, any form of vehicle related additional service/product package purchased and cost of insuring the vehicle.

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

3. COVER FOR CONSEQUENTIAL DAMAGE TO ENGINE

What is covered:

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that, in case of consequential loss to internal child parts of the engine of the Insured vehicle due to water ingress into the combustion chamber or due to leakage of lubricating oil, Consequential damage to the gear box due to leakage of lubricating oil arising out of accidental means, We shall pay for:

1. Repair or replacement of the internal child-parts of the engine such as Cylinder head, Crankshaft, Connecting rods and Piston.
2. Repair or replacement of internal parts of the Gear box housing, such as gears and shafts.
3. Labour charges required to carry out the repair or replacement of the damaged child-parts of the Engine or damaged gear-box.

Conditions Applicable:

1. Only two event in the entire policy period will be compensated.
2. There is evidence, that the vehicle had stalled and stopped in the water-logged area, resulting into damage to the internal child-parts of the engine, OR There is evidence of under-carriage damage, resulting into leakage of lubricant causing damage to the internal child parts of the engine or gear-box, AND
3. The losses or damages are not otherwise admissible under Motor Insurance Policy.
4. Our maximum liability under this Add on cover will be as per the limit mentioned against this cover in Policy Schedule.

For the purpose of this Add on Cover, it is an implied condition that

1. The Insured shall avoid driving through water-logged areas. If it is unavoidable, the
2. vehicle should be driven in low gear and/or high engine RPMs
3. In the event that the vehicle has stalled or stopped in water-logged area, OR there is
4. damage to under-carriage of the vehicle, the Insured shall not try to crank or pushstart the engine.
5. The Insured will inform the Us immediately for the technical help and spot-survey.
6. The Insured shall take reasonable care to protect against aggravation of damage or
7. loss to the Insured vehicle.
8. Insured must take the Insured Vehicle to the garage within 24 hours of water
9. receding from the water logged area and should intimate Us no later than three days
10. from receding of water. We may condone the delay in these timelines based on merits of each case wherein the insured is prevented to do so by sufficient & reasonable reasons.

Specific Exclusions:

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

We shall not be liable to pay the claim that arises due to or are related to any of the following:

1. Any loss, covered by any other insurance covering the Insured vehicle, or Manufacturer’s warranty or Recall campaign or any other packages during that time.
2. Any other consequential losses or damages except those explicitly stated in this Add on Cover.
3. Cost of all consumables like engine oil and lubricants.
4. Any loss or damage due to corrosion, in case of delayed intimation to the Company and failure to retrieve the vehicle quickly out of the water logged area.
5. Any loss or damage covered under this Add on cover, if the vehicle is transferred to a new owner.
6. Any claim where the repair has been carried out without prior approval from Us.
7. Any claims related to loss or damage due to wear and tear
8. Where reasonable care has not been taken by You to protect the loss or damage to the Insured Vehicle

4. ADDITIONAL PERSONAL ACCIDENT COVER

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that We will pay an amount in case of accidental bodily injury in direct connection with or whilst mounting or dismounting from Insured Vehicle, sustained by driver and/or passengers traveling in the insured vehicle. Such Accidental event should result in any of the below within 6 months from date of Accident. The percent benefit shall be applied on the Sum Insured as mentioned on Your Policy schedule against this add on cover:

Type of Injury	Benefit payable as % of SI of this Add on
1) Death	100%
2) Permanent Total Disablement (PTD)	
i) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%

ii) Permanent Total Disablement from injuries other than named above If such Injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in any employment or occupation of any description	100%
3) Permanent partial disablement (PPD)	
Loss of Speech and hearing in Both ears	100%
i. Loss of Speech OR Hearing in Both ears	50%
ii. Loss of Hearing in One ear	25%
iii. Loss of Thumb and index finger of same hand	25%
iv. Loss of Toes – All	20%
v. Loss of Great Toe	5%
vi. Other than Great Toe, if more than one toe is lost, then for each such toe	1%
vii. Loss of four fingers and thumb of one hand	40%
viii. Loss of Four fingers except the thumb	25%
ix. Loss of thumb	5%
x. Loss of index finger	10%
xi. Loss of middle finger	6%
xii. Loss of ring finger	5%
xiii. Loss of little finger	4%
xiv. Loss of one limb or sight of one eye	50%

Conditions Applicable:

- 1) Sum Insured specified against this Add on is available to each such insured person separately. This Sum Insured is our maximum liability per insured person per policy year. Claim will be payable under this add on for all such person and total liability of the insurer shall not in the aggregate exceed the sum insured specified in policy schedule against this add on during any one period of insurance in respect of all such person.
- 2) Claim with respect to each insured shall be under only one of the type of injury (Death or PTD or PPD) as specified in table above, for any one accident event. If more than one loss results from one occurrence in PPD, we will pay the amount which is sum of the respective benefit amount for these losses. However, the claim for limb shall also encompass some or all of its part, we shall pay for the limb only. No additional payment shall be done for the constituting parts of the limb.
- 3) In case of claim with respect to owner driver, claim will be payable directly to the Insured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the Injury of such Insured person. In case of claim with respect to other passengers, such claim will be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the Injury of such person.
- 4) This add-on cover will cease for the particular Insured Person on payment of a claim for Death or Permanent Total Disablement of that Insured Person wherein full Sum insured is paid. However, in case of claim payment for Injuries for which claim payout is less than 100%, cover will continue for such Insured person for remaining Policy year.
- 5) Any and all claims payable under this add on are subject to availability of sum insured for this add on.
- 6) All claims under these benefits will be settled on reimbursement basis only.
- 7) All other Terms and Conditions will be as per base policy wordings.

Multiple Policies Clause

In case of multiple policies which provide fixed benefits, on the occurrence of insured event in accordance with the terms & conditions of the policies, each insurer shall make the claim payment independent of payment received under similar health policies.

If two or more policies are taken by an Insured Person during the same period from one or more insurers to indemnify treatment costs, the Insured Person shall have the right to require a settlement of his/her claim in terms of any of his/her policies.

- a. In all such cases the insurer who has issued the chosen policy shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
- b. Claims under other policy/ policies may be made after exhaustion of sum insured in the earlier chosen policy / policies. It is clarified that the Insured Person having multiple

policies shall also have the right to prefer claims from other policy/policies for the amounts disallowed under the earlier chosen policy/policies, even if the sum insured is not exhausted. The insurer shall then settle the claim subject to the terms and conditions of the other policy/policies so chosen.

- c. If the amount to be claimed exceeds the sum insured under a single policy after considering the Deductibles or Co-Payment, the Insured Person shall have the right to choose insurers from whom he/she wants to claim the balance amount.
- d. Where the Insured Person has policies from more than one insurer to cover the same risk on indemnity basis, the Insured Person shall only be indemnified the Hospitalization costs in accordance with the terms and conditions of the chosen policy.

Definition:

- a. **Accident** means sudden, unforeseen and involuntary event caused by external visible and violent means.
- b. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

Specific Exclusions:

Subject otherwise to the terms exceptions condition & limitations of the policy.

We will not be liable to pay a claim under this Add on cover in case of any of the following:

- 1) No. of persons/passengers in the vehicle at the time of occurrence of such injury were more than the no. of persons/passengers as specified in the registration certificate.
- 2) Death or injury directly or indirectly wholly or in part arising or resulting from traceable to intentional self-injury suicide or attempted suicide or physical disability or mental disorder of the driver (which is deterrent to efficient driving).
- 3) An accident happening whilst driver person is under the influence of intoxicating liquor or drugs.

Necessary claim documents:

- 1) Duly Completed and signed Claim Form
- 2) Attested copy of Death Certificate in case of death.
- 3) Medical report from attending specialist doctor including Death Summary in case of hospitalization.
- 4) Attested copy of disability certificate from the specialist treating doctor stating percentage of disability.
- 5) Attested copy of FIR/ Panchanama / Inquest Panchanama.
- 6) Complete medical records/reports including investigation /Lab reports (X-Ray, MRI etc.)

in case of disability claim.

- 7) Attested copy of Post Mortem Report (if conducted).
- 8) We, at Our own expense, shall have the right and opportunity of Your medical examination through Our appointed agents whose details will be notified to You when and as often as We may reasonably require during the pendency of a claim hereunder. Your or Your estate's compliance with the need for such examination is a condition precedent to establishing liability under the Policy.

Any other document(s) as requested by claims department which is/are relevant to the coverage under the policy.

Claim intimation & Submission:

Notice of claim must be given to Us within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event not later than 30 days after actual or potential loss begins.

All the documentation, medical records and information that We may request to establish the circumstances of the claim, must be provided to Us within 15 days of notice of claim to Us.

We may provide condonation in delay in intimation and claim document submission from timelines as specified above, only in case where You can satisfy Us that such delay was due to reasons beyond the control of the insured.

Claim payment:

The benefit shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s), whose receipt shall be a full discharge in respect of the injury of such person. Claim will be paid or rejected within the 30 days from the date of document submission and within the 45 days in case of investigation.

In case of delay in payment, We shall be liable to pay interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by Us.

5. EMI PROTECTOR

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by the Company, the insurance company will pay the Equated Monthly Installment (EMI) as per the schedule below.

Number of days vehicle (Pvt Car and CV) in the garage	Number of EMIs payable
< 21 days	0
21 to 45 days	1
46 to 75 days	2
> 75 days	3

You will have to submit EMI schedule certified by financier along with EMI payment track record in the last one year immediately preceding the date of loss. We will not pay any EMI other than accident vehicle repair period.

Conditions Applicable:

- 1) We will not pay if claim under section 1 of the Policy is not valid & admissible
- 2) We will not pay if the vehicle has undergone total loss or theft is reported
- 3) We will not pay for more than two covered incidents during the Policy period
- 4) We will not pay any other consequential loss or charges associated with the loan payment such as late payment charges, pre-payment charges or other documentation charges
- 5) The vehicle is repaired in a garage / workstation post the approval by our authorized surveyor. If the vehicle is repaired at any other place without the authorization of our surveyor, this cover will not be applicable.
- 6) In case of the substitution of vehicle, insured has to intimate Us for re selection of this add on cover.
- 7) The repair time has to be certified by the surveyor appointed to assess the loss by the insurance company.
- 8) Actual repair time will be counted from the next calendar day of assessment of loss by the surveyor and shall end on the day of intimation regarding delivery of repaired vehicle is given to insured or the Company.
- 9) The claim amount under this cover shall be paid to the financial institution as mentioned in the schedule, to which the insured vehicle is hypothecated. However, in case where the insured has already paid the instalment for the given month, Insurance Company shall pay the EMI for that month to the insured provided payment proof is submitted and subject to all terms, conditions, exclusions and limitations of this cover.
- 10) Liability of the Company shall be limited to the EMI amount mentioned in the schedule or the actual EMI prevailing at the time of loss whichever is lower. Also, in no case, Company shall pay an amount higher than the actual amount of Loan outstanding against the insured vehicle.

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

Definitions:

- 1) Equated Monthly Installment (EMI) means the amount of monthly payment required to repay the principal amount of loan and interest by You as mentioned in the amortization chart referred in the loan agreement (or amendments thereto) between the qualified Financial Institution and You prior to the date of loss or damage under this Policy.
- 2) Financial Institution: An institution as defined under section 45I of Reserve Bank of India Act 1934 and shall include a non-banking financial company as defined under section 45I of Reserve Bank of India Act 1934.
- 3) Period of Insurance- The period of time stated in the schedule for which the Policy is valid and

operative.

- 4) We, Us, Our, Ourselves means Magma General Insurance Limited
- 5) You, Your, Yourself- Means or refers to person or persons described in the schedule as the Insured. In case schedule refers to an entity other than individual, then representative of such entity would be deemed as You, Your, Yourself.

6. LOSS OF DRIVING LICENSE / REGISTRATION CERTIFICATE

What is covered:

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that, in case where the insured or Insured's driver suffers a loss of valid original Driving License and/or the valid original Registration Certificate, a compensation of upto Rs. 10,000 or actual expenses incurred whichever is less to obtain duplicate license and/or Registration Certificate.

Conditions Applicable:

1. First Information report filed with Police authority (within 7 days of documents loss) stating loss of Driver's License and/or Original Vehicle registration Certificate must be submitted to Us.
2. The claim is payable only once during the Policy Period.
3. In case of driver's driving license loss, Insured has to prove driver's employment for more than 30 days during the Policy Period with submission of Employment records / contracts, Salary certificate.
4. The claim has to be admissible under section 1 of the base policy
5. The Insured should take all reasonable steps to safeguard Vehicle Registration Copy and Driving License from loss.

7. PROTECTION OF NCB

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company agrees to protect the No Claim Bonus (NCB) at the time of Renewal in case the Insured lodges for and is allowed a claim under any section of the Motor Policy, provided always that

- a. The vehicle is Renewed with us.
- b. The rate of NCB allowed at the time of renewal will be same as that enjoyed by Insured prior to the loss, except in cases of Sunset Clause, where the rate of NCB will be brought down to 50%.
- c. There was only one single claim lodged in the entire Policy period on the Motor Policy.
- d. The insured vehicle is repaired in a Company Authorized Garage.

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

8. TYRE GUARD

What is Covered:

In consideration of payment of additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that the Package Policy is extended to cover loss or damage to tyre(s) of the Insured Vehicle arising out of accidental external means, or out of an operation of an insured peril due to which the Insured vehicle is also damaged.

The Company will indemnify You for the cost of replacing the damaged tyre(s) with a new equivalent or near equivalent tyre(s) of similar make, model and specification, subject to the Basis of Loss Settlement Criteria as specified herein below.

Basis of Loss Settlement:

Where the Loss or Damage to Tyre(s) is caused by accidental external means, the liability of the Company shall not exceed the residual tread depth of the tyre(s) at the time of loss as shown in the below table:

Mean Residual Tread Depth of the Tyre(s) at the Time of Loss	Admissible Claim Amount
≥ 7 mm	100% of the cost of new tyre(s)
≥ 6.5 and ≤ 6.9 mm	85% of the cost of new tyre(s)
≥ 5 mm and ≤ 6.4 mm	75% of the cost of new tyre(s)
≥ 3 mm and ≤ 4.9 mm	50% of the cost of new tyre(s)
< 3 mm	Nil

The tyre will be measured at the center of the tread and the mean of minimum three readings will be taken for the purpose of arriving at the mean residual tread depth which will be the basis of indemnity under this coverage.

Where the Loss or Damage to Tyre(s) is caused by an operation of an insured peril due to which the Insured Vehicle is also damaged and covered under "Own Damage" section of the Motor Insurance Policy, the liability of the Company shall be restricted to the difference between admissible claim amount under the add on cover based on Residual Tread Depth of the Tyre(s) at the time of loss as mentioned in above table and the liability of the company limited to 50% of the cost of replacement of Tyres and Tubes as stated under the "Own Damage" section of Motor Insurance Policy.

In consequence whereof the exclusion appearing in the Package Policy Terms and Conditions

which reads as “damage to tyres and tubes unless the vehicle is damaged at the same time when the liability of the Company is limited to 50% of cost of replacement” stands deleted

Specific Conditions:

1. If due to any reason whatsoever, You replace tyre(s) of the Insured Vehicle on Your own, it is Your obligation to inform Us about such change with necessary details of the new tyre(s) including but not limited to the make, model and batch number.
2. The benefits under ‘Tyre Cover’ can be utilized only for a maximum of four (4) tyre(s) of the Insured Vehicle during the Policy Period

Specific Exclusions:

1. Any loss or damage occurred prior to inception of the policy
2. Where a loss is covered under manufacturer’s warranty or recall campaign or under any other such packages at the same time.
3. Where the batch number of damaged tyre(s) is different than the make, model or batch number specified in the Schedule
4. Tyre(s) with scratches, noise and vibrations that do not affect product function or performance and/ or damages which are consequential in nature.
5. Any loss or damage that results from modification, neglect of the periodic maintenance, normal wear and tear ,operating methods not mentioned in the owner’s manual and approved by the manufacturers of Insured Vehicle.
6. Any loss or damage that results from poor workmanship and running of the vehicle with deflated tyre(s) and /or due to improper storage and/or transportation of insured vehicle.
7. Any loss or damage arising due to theft of tyre(s) and/ or illegal activities and are fraudulent in nature.
8. Any loss or damage resulting from hard driving due to race or rally
9. Any expenses incurred, due to any reason whatsoever, in routine maintenance such as wheel alignment, wheel balancing and tyre rotation of the Insured Vehicle
10. Expenses related to personal injury or property damage arising out of damage to the tyre(s) of the Insured Vehicle.
11. Any expenses incurred on towing, safe guarding and/or repair and replacement labour charges of the Insured Vehicle arising out of damage to the tyre(s) of the Insured Vehicle
12. Any loss or damage to rims, wheel accessories, suspension or any other part or accessories of the Insured Vehicle arising as a result of damage to the tyre(s) of the Insured Vehicle .
13. If the vehicle is not repaired at authorized garage.
14. Tyre(s) worn out due to natural wear & tear
15. Any damage arising out of use beyond limitations of load, passenger capacity and speed, as specified in the Manufacturer's manual.
16. Tyre(s) which has been used for its full life as per manufacturer's guidelines.
17. The vehicle is repaired in a garage / workstation - post the approval by our authorized surveyor. If the vehicle is repaired at any other place without the authorization of our surveyor, this cover will not be applicable.

9. COVER FOR CONSUMABLES

In consideration of the payment of an additional premium by the Insured, it is hereby agreed and declared subject to the terms, exceptions, conditions and limitations of the Policy that Company hereby extends the Policy, to cover expenses incurred by the Insured towards consumable items in the event of damage to the vehicle insured and/or its accessories, arising out of perils covered under the Policy.

For the purpose of this endorsement, consumable items will mean nut and bolt, screw, washers, grease, lubricants clips, Gear box oil, ac gas, bearings, distilled water, engine oil, oil filter, fuel filter, and break oil.

Conditions Applicable:

1. Claim under section 1 of the Policy must be valid and admissible
2. The vehicle is repaired in a garage / workstation post the approval by our authorized surveyor. If the vehicle is repaired / replaced at any other place without the authorization of our surveyor, the incident will be treated as a separate claim and the No Claim Bonus and excess will be affected.

Specific Exclusions:

1. Damage caused by an uninsured peril.
2. Manufacturing defects.
3. This cover is available only for vehicles up to 10 years old that are currently being manufactured and are not obsolete.

10. INABILITY TO DRIVE DUE TO INJURY

What is covered:

In consideration of the payment of additional premium by the Insured and realized by the Insurer, notwithstanding anything contrary contained in the Policy, it is hereby understood and agreed that for the purpose of this Policy, in an event of an accidental loss of the vehicle which results in a valid claim under the base policy, wherein Insured gets injured and is unable to drive, we will pay Insured as per the limit defined in the policy schedule towards the traveling cost of an alternative transport used for a maximum period of two months.

Conditions applicable:

1. We will not pay under this cover for any alternative transport costs incurred within the first seven days from the date of loss or for an incident in which the Insured obtained a driving conviction.
2. The inability to drive is subject to providing treating doctors fitness certificate and also confirmation from our panel of doctors. Following supporting documents to be provided as

and when required.

- a) Certificate from a treating orthopedician / orthopedic surgeon certifying the injury / disability as a potent reason for disabling the insured to drive his vehicle in his own capacity.
- b) Medical diagnostic records like X-ray reports, USG reports, CT-Scan, MRI Scan, PET scan or any relevant medical records to establish the diagnosis of the disability / injury.

Maximum two such events in a policy period is covered.

11. RIM SAFEGUARD

What is covered:

In consideration of payment of additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that the Insured Vehicle Package policy is extended to cover loss or damage to the wheel rim(s), if during the Policy Period wheel rim(s) of the Insured Vehicle is physically damaged or warped as a result of a blowout or as a result of it being driven over potholes, kerbs or other road debris.

We will indemnify You for the cost of replacing the damaged wheel rim(s) with a new or near equivalent wheel rim(s) of similar make, model and specification.

Specific Conditions

This cover will be provided only to the vehicles fitted with Tubeless Tyres or Run Flat Tyres. The benefits under 'Rim Safeguard' can be utilized only for a maximum of four (4) wheel rim(s) of the Insured Vehicle during the Policy Period.

If due to any reason whatsoever, You replace wheel rim(s) of the Insured Vehicle on Your own, it is Your obligation to inform Us about such change with necessary details of the new wheel rim(s) including but not limited to the identification number. It may be noted that the Company shall not be liable to any loss or damage to any wheel rim whose identification number has not been informed to Us and not stated in the endorsement document.

Specific Exclusions

We will not pay any claim for damage to the rim(s) of the Insured Vehicle which is caused by, arises from or is any way connected with:

1. Any loss or damage occurred prior to inception of the policy
2. Any damage to rim(s) of the Insured Vehicle fitted with tyres other than Tubeless Tyres or Run Flat Tyres;
3. Any form of damage resulting from a collision or any accidental fire or theft damage to the Insured Vehicle;
4. Non damaged rims for the purpose of matching a set of rims;

5. Where a loss is covered under manufacturer's warranty or recall campaign or under any other such packages at the same time
6. Wheel rim (s) with scratches, noise and vibrations that do not affect product function or performance and/or damages which are consequential in nature.
7. Any loss or damage that results from modification, neglect of the periodic maintenance, operating methods not mentioned in the owner's manual and approved by the manufacturers of Insured Vehicle.
8. Any loss or damage arising due to theft of Rims (s) and/ or illegal activities and are fraudulent in nature and/ or resulting from hard driving due to race or rally
9. Any expenses incurred, due to any reason whatsoever, in routine maintenance such as wheel alignment, wheel balancing and tyre rotation, of the Insured Vehicle
10. Expenses related to personal injury or property damage arising due to damage of the Rim(s) of the Insured Vehicle
11. Any expenses incurred on towing, safe guarding and/or repair and replacement labour charges , consumables arising out of damage to the rim(s) of the Insured Vehicle
12. Any loss or damage to suspension or any other part or accessories of the Insured Vehicle arising as a result of damage to the rim (s) of the Insured Vehicle
13. Any loss or damage arising as a result of poor workmanship at the time of manufacturing/ assembling/ disassembling and/or repair of the Wheel Rim(s) and / or due to improper storage and/or transportation of the Wheel Rim (s).
14. Any loss or damage arising out of ageing, normal wear and tear, corrosion and/or oxidation of the wheel rim(s) of the Insured Vehicle.
15. Any damage arising out of use beyond limitations of load, passenger capacity and speed, as specified in the Manufacturer's manual.
16. The vehicle is repaired in a garage / workstation post the approval by our authorized surveyor. If the vehicle is repaired at any other place without the authorization of our surveyor, this cover will not be applicable.

Definitions:

- 1) Company: Company shall mean Magma General Insurance Limited
- 2) Insured Vehicle: The vehicle insured by Us under the Package Policy
- 3) Policy/base Policy/Motor Insurance Policy: Package Policy issued by Us to which this cover is extended
- 4) Policy Period: The period between and including the commencement date and expiry date as shown in the Package Policy Schedule
- 5) Rim: Rim means the rim of the wheels on your motor vehicle, excluding any other part of the wheel assembly, such as the wheel hub, brakes, bearings or axle.
- 6) Run Flat Tyre means a tyre that is designed to resist the effects of deflation when punctured enabling a vehicle to continue to be driven, usually at reduced speeds and for a limited distance.
- 7) Schedule: The Schedule and any Annexure or Endorsement to it which sets out Your personal details and the type of insurance cover in force

- 8) We, Our, Us, Company: Magma General Insurance Limited
9) You, Your, Yourself: The person We insure as set out in the Schedule

12. BASIC ROAD-SIDE ASSISTANCE

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company will provide the following services:

1. Mechanical & Electrical Breakdown: In the event, that the insured vehicle is immobilized on a public road due to any mechanical or electrical breakdown, the Company shall

- a. Arrange for an automobile technician to attend to the insured vehicle on the spot of such breakdown to help mobilize the vehicle on its own power.
- b. Arrange for the towing of the insured vehicle to a nearest Repair shop/ Garage, if mobilization of the insured vehicle is not possible by carrying out such repairs on spot.
- c. Provide for custody and storage of the insured vehicle until the Repair shops/Garages re-open, if the Repair shops/Garages are closed due to holidays or night hours.
- d. Undertake to locate, procure and deliver spare parts required for repair to the Repair shop/ Garage within 72 (seventy two) hours, if such spare parts are not available with the Repair shop/ Garages, provided that the parts are available in the open market within the geographical limits of India.

Exclusions

- a. Cost of parts or replacement elements or consumables and their transportation cost to the site of breakdown in case repairs are carried out on spot of breakdown. 3 Stand-alone Own Damage Add-on Cover (for Private Car)
- b. Cost of parts or replacement elements or consumables and their transportation cost to the Repair shop/Garage, in case the same is not available with them.
- c. Entire cost of Repair shop/Garage's bill, if the insured vehicle has had to be towed to any Repair shop/Garage for repairs.
- d. Cost of towing beyond 30 kilometers from the spot of breakdown of the insured vehicle.
- e. Charges of the automobile technician, if the vehicle could be transferred on its own power on self-propelled basis to the nearest Repair shop/Garage without his intervention.
- f. Any payment to a third-party for on-spot repair/towing/storage/recovery by the Insured or on his behalf, unless specifically agreed by the Company.

2. Accidental Immobilization: In the event, that the insured vehicle is immobilized on a public road due to any accident covered by the Policy, the Company shall

- a. Arrange for towing of the insured vehicle to the nearest Company's Authorized Repair shop/Garage.
- b. Provide for custody and storage of the insured vehicle until the Repair shop/Garage re-open, if such Repair shop/Garage being closed due to holidays or night hours.

Exclusions

- a. Cost of towing beyond 50 kilometers from the spot of such accident of the insured vehicle.
- b. Any payment to a third-party for towing/storage/recovery by the Insured or on his behalf, unless specifically agreed by the Company.

3. Flat Tyre: In the event, that the insured vehicle is immobilized on a public road, due to a flat tyre caused by puncture of or damage to the tyre /tube/valve or bolts of the tyre, the Company shall

- a. Arrange for an automobile technician to attend to the insured vehicle on the spot of such event to replace the flat tyre with the spare tyre carried in the insured vehicle.

Exclusions

- a. Cost of parts or replacement elements or consumables and their transportation cost to the site of immobilization due to flat tyre in case repairs are carried out on spot of immobilization.
- b. Entire cost of tyre Repair shop/Garage's bill, and their transportation cost to and from the site of immobilization if the flat tyre had to be taken to any Tyre Repair shop/Garage for repairs.

4. Dead Battery: In the event, that the engine of the insured vehicle fails to start due to a dead battery, the Company shall

- a. Arrange for an automobile technician to attend to the Insured vehicle on the spot of such event, to help jump start the vehicle so that it can be driven on its own power on self-propelled basis to the nearest Repair Shop/Garage.

Exclusions

- a. Cost of parts or replacement elements, consumables and recharging of battery and its/ their transportation cost to and from the site of immobilization due to dead battery in case battery jump start could not be carried out on spot of immobilization.
- b. Entire cost of replacement battery and its transportation cost to the site of immobilization if the dead battery had to be replaced by another.

5. Keys Locked-In : In the event, that the insured vehicle is immobilized on a public road, due to loss of its keys, or its keys being either locked inside the vehicle or broken, resulting in a situation where the Insured is unable to gain entry into the insured vehicle, the Company shall

- a. Locate and retrieve duplicate set of keys under due authorization of the Insured to do so and deliver such keys to the Insured or his authorized representative upon production of

personal identification and authorization.

b. Arrange for an automobile technician to attend to the insured vehicle on the spot of such event in order to attempt the opening of the vehicle door with normally available tools, if the Insured desires to attempt opening the vehicle, since retrieval of a duplicate set of keys would be time consuming,.

Conditions

Personal Identification details of the insured matching with the Policy and vehicle records shall be produced for verification by the automobile technician, before any such attempt to reopen the vehicle is undertaken.

6. Contamination/ Incorrect or Running Out of Fuel : In the event that the insured vehicle is immobilized on a public road at least one kilometer away from the nearest petrol pump, due to the insured vehicle running out of fuel, or the fuel in the insured vehicle being incorrect or contaminated, the Company will

a. Arrange for delivery/ replacing/ changing the fuel – as the case may be, up to a maximum of ten liters- on the spot where the insured vehicle stands immobilized.

Exclusions

- a. This service is not available if the Fuel type of the insured vehicle is other than Petrol or Diesel.
- b. Actual cost of the Fuel.

Exclusions applicable to Basic Roadside Assistance

Notwithstanding anything mentioned above, the services under this Add-On cover will not be available outside the geographical limits of India, as well as under the following circumstances:

1. Confiscation/ Intervention by Legal Authority: Any immobilization of the insured vehicle due to or arising out of confiscation, intervention, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted Authority.
2. Natural Catastrophe: Any immobilization of the insured vehicle due to any Natural catastrophe like Flood, Storm, Tempest, Cyclone, Earthquake, Tsunami, Volcanic eruption. The service will also be not available if accessibility to the insured vehicle is cutoff due to Inundation, Landslide, rockslide or other convulsions of nature.
3. War/ Riot/ Terrorism: Any immobilization of the insured vehicle during or as a consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, terrorism, riot, civil commotion or loot or pillage in connection with it. Above mentioned coverage's will be provided by the Service provider on behalf of the Company.

NOTE:

In order to avail of the above services, the Insured should ring up the following toll-free number and provide the details asked for.

Toll Free Number:

MTNL/BSNL : 1800-XXX-XXX Others :
1860-XXX-XXXX

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

13. MEDICAL EXPENSE EXTENSION

What is covered:

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that We will cover the Hospitalization medical expenses incurred by the insured person(s) for treatment required as a result of an accident in the insured vehicle during the policy period. Our maximum liability under this cover will be as per the limit mentioned against this cover in the Policy Schedule.

Following medical expenses will be covered:

- a) Medical Practitioners', anesthetist's, Surgeon's and other specialists' fees
- b) Room Rent and other boarding charges.
- c) ICU Charges
- d) Operation theatre charges
- e) Diagnostic procedures' charges
- f) Medicines, drugs and other consumables as prescribed by the Medical Practitioner
- g) Qualified Nurses' charges
- h) Intravenous fluids, blood transfusion, injection administration charges
- i) Anesthesia charges, Blood, Oxygen, operation theatre charges, surgical appliances

- j) The cost of prosthetics and other devices or equipment if implanted internally during a Surgical Procedure.

Limit of coverage:

Sum Insured specified against this Add on is available to each such insured person separately. This limit is our maximum liability per insured person per policy year. Claim will be payable under this add on for all such person and total liability of the insurer shall not in the aggregate exceed the sum insured specified in policy schedule against this add on during any one period of insurance in respect of all such person.

Option 1 :

1. Actual expenses incurred, or
2. 10% of the Capital Sum Insured or
3. 25% of the admissible Personal Accident claim amount, whichever shall be less.

Option 2 :

1. Actual expenses incurred, or
2. 20% of CSI, or
3. 40% of the admissible Personal Accident Claim amount, whichever shall be less

Definitions:

- a) **Accident** means sudden, unforeseen and involuntary event caused by external visible and violent means.
- b) **Hospital** means any institution established for in-patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said act or complies with all minimum criteria as under:
 - i. Has qualified nursing staff under its employment round the clock;
 - ii. Has qualified medical practitioner(s) in charge round the clock;
 - iii. Has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - iv. Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
- c) **Hospitalization** means admission in a hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- d) **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

- e) **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner
- f) **Insured person(s)** includes Owner driver, Unnamed passenger(s) and the paid driver, where unnamed passenger(s) means a person or persons travelling by the insured vehicle, who is/are neither the Owner Driver of the insured vehicle or its Paid Driver. The number of such Un-named Passengers covered should be equal to the Registered Carrying Capacity of the insured vehicle.
- g) **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- h) **ICU (Intensive Care Unit) Charges** means the amount charged by a Hospital towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges.
- i) **Surgery or Surgical Procedure:** Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.
- j) **Medical Practitioner:** Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy setup by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.
- k) **Medically Necessary Treatment:** Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:
 - a. is required for the medical management of the illness or injury suffered by the insured;
 - b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - c. must have been prescribed by a medical practitioner;
 - d. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- l) **Unproven/Experimental treatment:** Unproven/Experimental treatment means the treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

Conditions Applicable:

- 1) This cover is applicable only if Personal Accident cover for the respective insured person under section 3 of Indian Motor Tariff has been opted in the base policy.
- 2) The Claim under this extension cover will be applicable only if the claim is admissible under section 1 of the base policy.
- 3) This cover is applicable for treatment in India only.
- 4) All claims under this policy will be settled on reimbursement basis only.

Specific Exclusions:

We will not be liable to pay a claim under this Add on cover in case of any claims arising out of or related to the following:

1. No. of persons/passengers in the vehicle at the time of occurrence of such injury were more than the same as specified in the registration certificate.
2. Death or injury directly or indirectly wholly or in part arising or resulting from traceable to intentional self-injury suicide or attempted suicide.
3. An accident happening whilst such driver person is under the influence of intoxicating liquor or drugs or
4. Claim with respect to Driver person in case of accident arising due to over speeding beyond the limits as defined by the road authority.
5. Injury directly or indirectly caused by or arising from or attributable to war, invasion, act of foreign enemy, war like operation (whether war be declared or not), terrorism acts, nuclear weapon.
6. Any expense on treatment of Insured Person as outpatient only
7. Any expense on Naturopathy, non-allopathic treatment and/or any experimental or unproven treatment.
8. Any expense related to Injury suffered whilst engaged in adventurous sports - para-jumping, rock climbing, mountaineering, motor racing, horse racing or deep-sea diving.

Necessary claim documents:

1. Duly Completed and signed Claim Form
2. Attested copy of FIR/ Panchanama / Inquest Panchanama.
3. Complete medical records/reports including investigation /Lab reports (X-Ray, MRI etc.) in case of disability claim.
4. Postmortem report, if conducted.
5. Discharge summary, Pharmacy bills, Medical Practitioner reports,

Any other documents as requested by the Claims Department which is/are relevant to the coverage under the policy.

We, at Our own expense, shall have the right and opportunity of Your medical examination through Our appointed agents whose details will be notified to You when and as often as We may reasonably require during the pendency of a claim hereunder. Your or Your estate's compliance with the need for such examination is a condition precedent to establishing liability under the Policy.

Claim intimation & Submission:

Preliminary intimation of claim with particulars relating to Policy Number, name of the Insured Person in respect of whom claim is made, nature of Illness/Injury and name and address of the attending Hospital, must be provided to Us at least 72 hours before admission to the Hospital in case of planned Hospitalization, and within 24 hours of admission in the Hospital, in case of Emergency Hospitalization.

The claim form, all claim documents along with the attending Medical Practitioner's certificate duly filled and signed in all respects with the above-mentioned claim documents will be submitted by claimant, at his/her own expenses, to Us not later than 30 days from the date of discharge from the Hospital.

We may provide condonation in delay in intimation and claim document submission from timelines as specified above, only in case where You can satisfy Us that such delay was due to reasons beyond the control of the insured.

Claim payment:

The benefit shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s), whose receipt shall be a full discharge in respect of the injury of such person. Claim will be paid or rejected within the 30 days from the date of document submission and within the 45 days in case of investigation.

In case of delay in payment, We shall be liable to pay interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by Us.

Subject otherwise to the terms exceptions condition & limitations of the base policy.

14. LOSS OF INCOME

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that, We will pay the insured the amount as per the option shown in the schedule towards loss of income in case the Insured Vehicle meets with an accident and vehicle is under repair arising out of a covered peril mentioned in section 1 of the Policy. The

maximum number of days for which we will pay the loss of Income is limited to the option you have selected or vehicle repair time whichever is lesser.

The daily benefit amount that You can opt is in multiple of Rs 500 upto a maximum of Rs 10000.

The options available to select the number of days is 7,14,21 and 30.

Specific exclusions:

We will not be liable to pay any claim under this Add on if

- 1) You are claiming only for windscreen or any other glass damage under section 1 of the Policy
- 2) Claim under section 1 is not valid & admissible
- 3) In case of total loss and constructive total loss we will provide complete benefit as opted by You.

Conditions Applicable:

- 1) It will be condition precedent to the liability that vehicle must be in commercial use for minimum 30 days prior to the date of accident resulting into claim under this coverage substantiated by valid documentary evidence.
- 2) The vehicle is repaired in a garage / workstation of our choice post the approval by our authorized surveyor. If the vehicle is repaired at any other place without the authorization of our surveyor, this cover will not be applicable.
- 3) The repair time has to be certified by the surveyor appointed to assess the loss by the insurance company.
- 4) Actual repair time will be counted from the next calendar day of assessment of loss by the surveyor and shall end on the day of intimation regarding delivery of repaired vehicle is given to insured or the Company.
- 5) There will be a deductible of 3 days from the date when the vehicle repair starts.

Definitions:

- 1) Period of Insurance- The period of time stated in the schedule for which the Policy is valid and operative.
- 2) We, Us, Our, Ourselves means Magma General Insurance Limited
- 3) You, Your, Yourself- Means or refers to person or persons described in the schedule as the Insured. In case schedule refers to an entity other than individual, then representative of such entity would be deemed as You, Your, Yourself.

15. COVER FOR KEY REPLACEMENT

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company will, in the event of

1. Vehicle Keys being lost, OR
2. Vehicle Keys being stolen, OR
3. Vehicle lock being broken at the time of burglary or attempted burglary reimburse the Insured, the cost of replacing the vehicle keys, by a new set of lock & keys, provided always that
 - a. In case of lost or stolen keys, all other duplicates of the lost or stolen keys are to be deposited with the Company
 - b. In case the vehicle lock is broken at the time of burglary or attempted burglary, the entire set of old keys are to be deposited with the Company
 - c. The Company is provided with a copy of FIR lodged with Police by the Insured confirming the date and time of the incident
 - d. The replacement should be carried out in a Company Authorised Garage.
 - e. Any items replaced under this Endorsement, will be of the same type, quality, quantity, or standard as the ones which were lost, stolen or replaced.

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

16. ADDITIONAL TOWING

In consideration of payment of additional premium, it is hereby agreed and declared that in the event of the Insured Vehicle being disabled by reason of loss or damage admissible under the terms and conditions of Section I of the Policy, Company will bear the reasonable cost of towing the Insured Vehicle from the spot of accident to the nearest repairer as approved by the Company upon submission of proof of expense incurred by you, subject to a maximum limit as specified on the Schedule. The benefits under 'Towing Cover' shall be available in excess of the amount payable under Section I of the Policy.

Exclusions

In addition to the exclusions mentioned under the Policy, Company will not be liable to indemnify the Insured for the following events:

1. Where the own damage claim made by Insured against the Company under Section I of the Policy is not payable under the Policy
2. Any consequential loss arising out of claims lodged under Towing Cover
3. Where a loss is covered under any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time