

# Kshema Miscellaneous Vehicles Liability Only Policy

## Prospectus

### 1. Brief about the Product?

At Kshema, we understand the potential risk and liability associated with the ownership of a Miscellaneous Vehicle and hence, we have designed “Kshema Miscellaneous Vehicles Liability Only Policy” that offers a complete protection for:

- Liability to Third Parties
- Personal Accident Cover for Owner-Driver

### 2. Who can buy this Policy?

This Policy can be bought only by the registered owners of Miscellaneous Vehicle.

### 3. What type of vehicles can be insured under this policy?

This Policy provides cover for all vehicle registered as Miscellaneous vehicles.

### 4. What is the Policy Period for this Policy?

Policy Period for this policy shall be one Year.

### 5. What are the Premium amounts for this policy?

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

### 6. What does this Policy cover?

“Liability to Third Parties” provides protection for any legal liability arising out of the use of the vehicle for:

- Accidental death / injury to any third party which includes occupants carried in the vehicle Other than gratuitous passengers/unauthorized Passenger (provided such occupants are not carried for hire or reward)
- Any damage to property owned by third party.
- Personal Accident Cover for Owner-Driver” provides Personal Accident cover for registered owner of the vehicle who is the insured named in this policy holding a valid and effective driving license at the time of the accident.

#### I. Liability to third Party

- a) Subject to the limits of liability and the defences under section 150 of the Motor Vehicle Act as laid down in the Schedule hereto we will indemnify you in the event of an accident caused by or arising out of the use of the vehicle against all sums which you will become legally liable to pay in respect of: -

- death of or bodily injury to any third party person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.
- damage to property caused by the use (including the loading and/or unloading) of the

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vehicle.

- b) We will also pay all costs and expenses incurred with its written consent.
- c) In terms of and subject to the limitations of the indemnity which is granted by this policy to the insured, we will indemnify any driver who is driving the Motor Vehicle on your order or with your 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.
- d) In the event of the death of any person entitled to indemnity under this policy, we 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.
- e) We may at our 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.

**AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

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 or by virtue of the provisions of the Motor Vehicles Act. 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 the said provisions.

**APPLICATION OF LIMITS OF INDEMNITY**

In the event of any accident involving indemnity to more than one person/Property, 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/Property indemnified and such indemnity shall apply in priority to the insured.

- II. **Personal Accident Cover for Owner-Driver** Subject otherwise to the terms exceptions conditions and limitations of this Policy, we 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 your vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of injury	Scale of compensation
(i) Death	100% of CSI
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100% of CSI

iii)	Loss of one limb or sight of one eye	50% of CSI
iv)	Permanent total disablement from injuries other than named above	100% of CSI

Provided Always that:

- a) 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 our total liability will not exceed the aggregate sum of Rs. 15 lakhs during any one period of insurance.
- b) 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.
- c) Such compensation shall be payable directly to you or your legal representatives whose receipt shall be the full discharge in respect of the injury to you.

This cover is subject to

- the owner cum driver is the registered owner of the vehicle insured herein.
- the owner cum driver is the Insured named in this Policy.
- the owner cum driver holds a valid and effective driving license, in accordance with the provisions of Section 3 of Motor Vehicle Act, 2019 and Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.
- The insured vehicle shall have a valid permit and fitness to ply (if applicable)

## 7. What are the Exclusions in this policy?

- i. We will not be liable in respect of any claim arising whilst the your vehicle herein
  - 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.
- ii. We will not be liable in respect of any claim arising out of any contractual liability;
- iii. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, we will not be liable in respect of death or bodily injury arising out of and in the course of employment of a person in your employment 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.
- iv. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, we will 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.
- v. We 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, we will not be liable to make any payment in respect of such a claim.

- vi. We will not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- vii. We will not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising out of violation of conditions mentioned under section 150 of Motor Vehicle Act 2019 and its amendments from time to time.

## 8. What are the conditions applicable to this policy?

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

- i. Notice shall be given in writing to the us immediately upon the occurrence of any accident and in the event of any claim. Every letter claim writ summons and/or process shall be forwarded to us immediately on receipt by the insured. Notice shall also be given in writing to us immediately the insured shall have knowledge of any impending prosecution, inquest, or fatal inquiry in respect of any accident which may give rise to a claim under this Policy.
- ii. No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of us 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 otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and you shall give all such information and assistance as we may require. If we make any payment in settlement of any claim and such payment includes any amount not covered by this Policy, you shall repay to the Company the amount not so covered.
- iii. You shall take all reasonable steps to maintain your vehicle in efficient condition and we will have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured.
- iv. If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, we will not be liable to pay or contribute more than its ratable proportion of any compensation, cost, or expense.
- v. 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 us, to make any payment under this Policy.
- vi. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle. Where such legal heir(s) desire(s) to apply for transfer of this policy or

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obtain a new policy for the vehicle such heir(s) should make an application to us, accordingly within the aforesaid period. All such applications should be accompanied by:

- a) Death Certificate in respect of the insured
- b) Proof of title to the vehicle
- c) Original Policy

**9. How do I get the premium amount for insuring the vehicle against liability only cover?**

Based on filled proposal form and information furnished, we will provide you with the premium amount.

**10. Is there any provision to cancel the policy?**

- a) You can cancel the policy at any time during the term, by informing us. In case you cancel the policy, you are not required to give reasons for the cancellation.

We can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policy holder.

- b) Under no circumstances will 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.
- c) We will –
  - i. Refund proportionate premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
  - ii. Refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.
  - iii. In case a claim is intimated on the policy, no premium shall be refunded upon cancellation under any circumstances. In case of policy term is more than 1 year, the premium for the year where risk has commenced will not be refunded and the premium for unexpired period shall be refunded in full.

**11. Is there any Free-Look Period for this policy?**

As it is an Act policy, Free look period is not applicable.

**12. Is there any Provision of No-Claim Bonus for this policy?**

There is No provision of No-Claim Bonus for this policy.

**13. Is there any availability of Grace Period for this policy?**

There is No provision of Grace-Period for this policy.

**14. What do I do in case of a claim?**

In case of a claim, we request you to register a claim by contacting our Customer Service No.:1800 572 3013. You can, alternatively, also register a claim by email on: [customer.support@kshema.co](mailto:customer.support@kshema.co)

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Please keep below details handy at the time of registering claims as this information will help us serve you faster. Policy Number, Location of Accident, Date and Time of Accident & Contact Number of the Insured/Caller.

**IMPORTANT NOTE:**

Above is a summary of Coverage and Exclusions, please refer to detailed Policy Terms & Conditions and Policy Schedule for full description which shall prevail in the event of any claim/complaint/dispute.

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