

Kshema Private Car Long Term Liability Only Policy UIN: IRDAN162RPMT0010V01202425

# Kshema Private Car Long Term Liability Only Policy

#### **Customer Information Sheet**

This document provides only key information about your policy. Please refer to the policy document for detail terms and conditions.

		Description	
S.no	Title	(Please refer to applicable Policy Clause Number in Next Column)	Policy/Claus e No/ Section No
1.	Name of Insurance Product	Kshema Private Car Long Term Liability Only Policy	
2.	Unique Identificatio n Number allotted by IRDAI	IRDAN162RPMT0010V01202425	
		Indemnity and benefit policy both.	
3.	Structure/Ty pe of Insurance Product	Indemnity basis: We will pay you in the event of accident caused by or arising out of the use of the Motor Vehicle anywhere in India to third party & Third-party property damages subject to terms, conditions, limitations, exceptions given in the policy schedule with wording and Motor Vehicle Act, 2019 and its amendment from time to time.  Benefit basis: We shall pay the fixed benefit amount in case of personal accident cover for owner-driver.	Section II
4.	Interests Insured/Seg ments for Coverage	A person who is the owner of a Private Car and holds a valid and effective driving license.	Section II
		Injury Or Death to Third Party: Compensation shall be as per the Motor Vehicles Act, 1988.	
		Personal Accident Cover: Under this, the Owner Driver arising out of any one occurrence	



5.	Sum Insured	(refer to point # 6 for the benefit table or as mentioned in policy wordings) and our total liability shall not in the aggregate exceed the sum of Rs. 15 lakhs during any one period of insurance.	Section II
		Third Party Property Damage: If IMT 20 is chosen, there shall be a reduction in Limit of Liability from Rs 7,50,000 to Rs 6,000.	
		Personal Accident cover to Paid Driver/Cleaner: Under this, Compensation shall be the sum of Rs. 2 lakhs.	
		Personal Accident cover to Unnamed Persons: Under this, compensation shall be the sum of Rs. 2 lakhs per person up to seating capacity.	
		Liability to third Party.	
		1. Subject to the limits of liability as laid down in the Schedule hereto we will pay you in the event of an accident caused by or arising out of the use of the vehicle against all sums including expenses and costs which you become legally liable to pay in respect of III Parties:	
	KS	a. Death of or bodily injury to any person but does not include occupants carried in the vehicle but except so far as it is necessary to meet the requirements of Motor Vehicles Act, we will not be liable where such death or injury arises out of and in the course of the employment of such person by you.	
		<ul> <li>Damage to property other than property be- longing to you or held in trust or in the cus- tody or in your control.</li> </ul>	
		2. We will pay all costs and expenses incurred by you, only with prior written consent by us.	
		3. In Terms of and subject to the limitations of the indemnity granted by this section to You, We shall 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 was the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of this Policy in so far as they apply.	
6.	Policy Coverage (What the	4. 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	Section II



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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.

- 5. The Company may at its own option
- a. Arrange for representation at any Inquest or Fa-
  - Inquiry in respect of any death which may be the subject of indemnity under this Policy and
- b. 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.

### 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 you have to repay us all the sums paid by us in which we 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.

#### **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 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:

**Details of Injury** 

Scale of



			Compensation				
		Death	100% of CSI				
		Loss of two limbs or sight of two eyes or one limb and sight of one eye	100% of CSI				
		Loss of one limb or sight of one eye	50% of CSI				
		Permanent Total Disablement from injuries other than named above resulted in 100 % disability.	100% of CSI				
		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 company shall not in the aggregate exceed the sum of INR 15 lakhs during any one period of insurance.					
	KS	2. 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  a. Intentional self-injury suicide or attempted					
		suicide physical defect or infirmity or b. An accident happening whilst sunder the influence of intoxical drugs.					
		This cover is subject to					
		<ul> <li>The owner-driver is the revehicle insured herein.</li> <li>The owner-driver is the inspolicy.</li> <li>The owner-driver holds an license, in accordance with</li> </ul>	sured named in this a effective driving b the provisions of Rule				
		3 of the Central Motor Veh the time of the accident.	nicles Rules, 1989, at				
7.	Add-on Cover	No Add on Covers Available for the	nis product				
8.	Loss Participation	No Excess/Deductible applied for	this product.				
9.	3223333933	We will not be liable in respect arising whilst the vehicle insured					
		a. being used otherwise than in a	ccordance with				



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Exclusions (what the	the Section 'Limitations as to Use' or
policy does not cover)	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.
	c. Occupants carried in the Vehicle in the capacity
	of Passengers except for Personal accident cover-
	age if obtained.
	We will not be liable in respect of any claim arising out of any contractual liability.
	Except so far as is necessary to meet the requirements of the Motor Vehicles Act, we will not
	be liable in respect of death 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.
	4. 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.
	5. We will 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
	by any direct or indirect consequences of any of the said

occurrences and in the event of any claim hereunder,



10.	Special Conditions and Warranties	have to 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.  6. 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.  You / whoever so driving the vehicle should have the Valid and Effective Driving License You / whoever so have to take all the reasonable precautions to prevent accidents and shall comply with all statutory obligations.  Cancellation Clause: 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.  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.  We will —  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, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.  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	Section IV
11.	Admissibilit y of Claims		Section IV





		any of our office and can get your claim registered with us.  Surveyor / In house Loss Assessor shall reach the place of survey within 6 hours of intimation of claim in case of Local Surveys and within 24 hours for Outstations.  Settlement Advice together with discharge voucher is sent within 7 days from the date of receipt of all documents.  We can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to you  The following basic Claim documents have to be submitted by the insured.  Basic Documents:  Motor Claim Form  Copy of Registration Certificate  Copy of Driving License  FIR in case of TP Injury/Death Case  Calculation-  Sum Insured – 15 lakhs (for Personal Accident for Owner Driver)  Accident happened resulted in Death.	
12.	Policy Servicing - Claim Intimation and Processing	Claim Payable = 15 lakhs.  Toll free / IVRS number of the Company: Toll free No.1800 572 3013  Website / Email: Visit www.kshema.co OR customer.support@kshema.co  Details of designated company officials to be contacted in time of claim:  Customer can call our customer services Executive @1800 572 3013 or mail to customer.support@kshema.co or directly walk-in to any of our offices and can get his/her claim registered with us.  Settlement Advice together with discharge voucher is sent within 7 days from the date of receipt of all	Section III
		The protection of policyholders' interests is a fundamental aspect of the insurance industry aimed at safeguarding the rights and ensuring fair treatment of individuals or entities holding insurance policies. Various regulatory frameworks, guidelines, and industry practices are in place to uphold the interests of policyholders in order to	





		ensure Transparency & disclosures, Fair treatment, Compliance with regulations, Privacy and data protection, Prompt claims settlement, Grievance Redressal Mechanisms etc	
13.	Grievance Redressal and	If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, you can address Your grievance as follows:	Section V
	Policyholder s Protection	For resolution of any query or grievance, You may contact the Policy issuing office or email Us at <a href="mailto:customer.support@kshema.co">customer.support@kshema.co</a> or through Kshema Application or write to Us at Grievance Redressal Officer, KSHEMA GENERAL INSURANCE LIMITED, Regd. Office #413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016.	
		If You are not satisfied with the resolution provided, you may escalate to our Nodal Desk E-mail gro@kshema.co or raise the grievance through our website at <a href="https://kshema.co/grievance-redressal/">https://kshema.co/grievance-redressal/</a>	
KG		In case Your complaint is not fully addressed by Us, you may use the Bima Bharosa, a Grievance Redressal Portal of IRDAI (Bima Bharosa) for escalating the complaint to IRDAI. Through Bima Bharosa You can register Your complaint online and track its status. For registration, please visit Website <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>	
		If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance at <a href="https://www.cioins.co.in/Ombudsman">https://www.cioins.co.in/Ombudsman</a> .	
		To disclose all material information at time of filling the proposal form:	
		You are at an obligation to disclose all material information in the Proposal form.	
14.		We can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to you.	
	Obligations of prospective	In case of any change / modification / addition to the already declared information the same shall be brought to the notice to us immediately	Section IV
	Policyholder / Customer	Non-disclosure of material information may affect the claim settlement.	
		Disclosure of other material information during the policy period:	
		You can contact our Customer Services over	



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Insured to specify the material information:  Complete personal details: Age, date of birth, occupation, address  Vehicle details: All the details that are there in the proposal form regarding your vehicle.  Intermediary details  Risk Details:  Coverage Type  Coverage Limits  Deductibles  Claims History / Previous Insurance details: Details of any past insurance claims made for the vehicle	phone at the <u>Toll-free No.1800 572 3013</u> or write to us at <u>customer.support@kshema.co</u> to intimate any change to the material information affecting the policy.
occupation, address Vehicle details: All the details that are there in the proposal form regarding your vehicle. Intermediary details Risk Details: Coverage Type Coverage Limits Deductibles Claims History / Previous Insurance details: Details of any past insurance claims made for the vehicle	Insured to specify the material information:
	occupation, address Vehicle details: All the details that are there in the proposal form regarding your vehicle. Intermediary details Risk Details: Coverage Type Coverage Limits Deductibles Claims History / Previous Insurance details: Details

#### Declaration by the Policyholder.

I	hav	e re	ad	the	above	and	confirm	n having	noted	the	details	
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Place: (Signature of the Policyholder)

Date:

#### Note:

- 1. You may go through the policy related documents including CIS on our website at <a href="https://kshema.co/">https://kshema.co/</a>
- 2. In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.