

Drive Assure - Drivesmart Classic Terms and Conditions

1. Main features & Coverages under Drive Assure - Drivesmart Classic

- 24X7 Spot Assistance
- Keys & Locks Replacement
- Personal Baggage
- Accident Shield

2. Terms and Conditions in detail

24x7 Spot Assistance (BAL-MO-A00-00-20-V01-13-14)

A. Endorsement Wordings

In consideration of the payment of additional premium, it is hereby agreed and declared that **You** shall be entitled to one or more of the below mentioned benefits depending on the plan opted by **You** and as shown on the **Schedule**:

- a) Flat Battery: In the event of the **Insured Vehicle** being immobilized due to a flat battery, **We** will make alternative arrangements to make the **Insured Vehicle** mobile again provided the event has occurred within 100 kilometers from the center point of the city of **Your** residence and the **Insured Vehicle** has not reached a workshop/repairer
- b) Spare Keys: In the event of **You** losing keys of the **Insured Vehicle**, **We** will arrange for the pick up and delivery of spare keys to the spot where the **Insured Vehicle** is located provided the event has occurred within 100 kilometers from the center point of the city of **Your** residence and the **Insured Vehicle** has not reached a workshop/repairer
- c) Flat Tyre: In the event of the **Insured Vehicle** being immobilized due to flat tyres, **We** will arrange for the refill of the flat tyres and/or replacement of the flat tyres with a usable spare tyre to make the **Insured Vehicle** mobile again provided the event has occurred within 100 kilometers from the center point of the city of **Your** residence and the **Insured Vehicle** has not reached a workshop/repairer
- d) Minor Repairs: In the event of the **Insured Vehicle** being immobilized due to mechanical and/or electrical breakdown, **We** will arrange for minor mechanical and/or electrical repairs to make the **Insured Vehicle** mobile again provided the event has occurred within 100 kilometers from the center point of the city of **Your** residence and the **Insured Vehicle** has not reached a workshop/repairer
- e) Towing Facility: In the event of the **Insured Vehicle** getting immobilized as a result of **Accident** and/or breakdown, **We** shall arrange for towing away of the **Insured Vehicle** from the spot of immobilization to **Our** nearest preferred workshop provided the event has occurred within 100 kilometers from the center point of the city of **Your** residence

- f) Urgent Message Relays: In the event of the **Insured Vehicle** getting immobilized as a result of **Accident** and/or breakdown, **We** will send urgent message on **Your** request to the specified persons through available means of communication
- g) Medical Co-ordination: In the event of the **Insured Vehicle** meeting with an **Accident**, **You** can call **Us** on our Toll Free Number, mentioned on the **Schedule**, to obtain details regarding the nearest medical center that can provide emergency relief services
- h) Fuel Assistance: In the event of the **Insured Vehicle** being immobilized due to an empty fuel tank and/or contaminated fuel, **We** will either arrange for supply of 3 litres of petrol or diesel on chargeable basis and/or towing of the **Insured Vehicle** to **Our** nearest preferred workshop provided the event has occurred within 100 kilometers from the center point of the city of **Your** residence and the **Insured Vehicle** has not reached a workshop/repairer
- i) Taxi Benefits: In the event of the **Insured Vehicle** meeting with an **Accident**/breakdown, **We** will arrange for a free travel of the occupants of the **Insured Vehicle** to a single destination within a vicinity of 50 kilometers from the spot of immobilization through a taxi or any other transportation service provided the event has occurred within 100 kilometers from the center point of the city of **Your** residence and the **Insured Vehicle** has to be towed away to **Our** nearest preferred workshop.
Any travel beyond 50 kilometers can be covered on payment of additional amount as specified by **Us**.
In the unlikely event of **We** being unable to arrange for this service, **We** may request **You** to arrange for a taxi to transfer the occupants of the **Insured Vehicle** on **Your** own and submit the bills for a pre-communicated amount for re-imbusement to **Us**.
- j) Accommodation Benefits: In the event of the **Insured Vehicle** meeting with an **Accident**/breakdown, **We** will provide occupants of the **Insured Vehicle** with a hotel accommodation for one day provided the event has occurred beyond 100 kilometers from the center point of the city of **Your** residence but within 100 kilometers of another covered city and the time to repair the **Insured Vehicle** will exceed 12 hours from the time of reporting the incident.
The accommodation benefits would be offered subject to a per day limit of Rs. 2000 per occupant and a maximum total limit of Rs. 16000 for all the occupants of the **Insured Vehicle** through out the **Policy Period**
In the unlikely event of **We** being unable to arrange for this service, **We** may request **You** to arrange for a hotel accommodation for the occupants of the **Insured Vehicle** on **Your** own and submit the bills for a pre-communicated amount for re-imbusement to **Us**.
- k) Legal Advice: In the event of the **Insured Vehicle** meeting with an **Accident**, **You** shall be entitled for a free legal advice from a legal advisor over the phone for a maximum duration of 30 minutes. Subsequent to the expiry of the specified period of 30 minutes, **You** may continue with the same legal advisor on direct payment basis

B. Conditions

1. In case of transfer of ownership of the **Insured Vehicle**, the cover under '24x7 Spot Assistance' shall expire
2. The benefits under '24x7 Spot Assistance' can be utilized for a maximum of 4 times during the **Policy Period** except for 'Fuel Assistance', 'Taxi Benefits', 'Accommodation Benefits' and 'Legal Advice' for which the aggregate utilization limit is 2 times during the **Policy Period**

C. Exclusions

We will not be liable to indemnify **You** for the following events:

1. Where the **Insured Vehicle** can be safely transferred on its own power to nearest dealer/workshop
2. Any **Accident**, loss, damage and/or liability caused, sustained or incurred whilst the **Insured Vehicle** is being used otherwise than in accordance with the limitations as to use
3. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission
4. Any **Accident**, loss, damage and/or 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, mutiny rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences
5. Any loss or damage caused due to riots, strikes and Act of God Perils like flood earthquake etc.
6. Claims pertaining to theft losses
7. Any consequential loss arising out of claims lodged under '24x7 Spot Assistance'
8. Where a loss is covered under **Motor Insurance Policy** or 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
9. Replacement cost of battery and/or any associated repair cost
10. Cost of supply of parts or replacements elements or consumables
11. Repair cost of tyre or replacement cost of any part of consumable at a third party workshop/repairer
12. Any taxes, levy and expenses incurred in excess of the limit described under the plan opted by **You**
13. Loss of valuables and personal belongings kept in the **Insured Vehicle**
14. Any loss or damage to the **Insured Vehicle** arising out of participation in a motor racing competition or trial runs
15. Where it is proved that **You** have abused the benefits under '24x7 Spot Assistance'
16. Any loss or damage caused due to pre- existing damages

17. Any loss or damage arising out of intervention of Government Authorized Agencies, Police Authorities or Law Enforcing Agencies
18. Any loss or damage resulting from the use of **Insured Vehicle** against the recommendations of the owners manual and/or manufacturer's manual
19. Any loss resulting from **You** deliberate or intentional and/or unlawful or criminal act
20. Benefits under 'Taxi Benefits' and 'Accommodation Benefits' for occupants in excess of the seating capacity as per the registration certificate of the **Insured Vehicle**
21. Additional cost incurred in towing the **Insured Vehicle** to a dealer/workshop as specified by **You** instead to **Our** specified nearest authorized workshop
22. Services organized without **Our** prior consent for the various assistance services
23. If **You or Your** personal representative is already at a garage for delivery of the **Insured Vehicle** or at the place of recovery in case of theft
24. Mechanical and/or electrical breakdowns that require replacement of spare parts and/or specialized tools/equipments that are usually available only in automotive workshops

D. Definitions

The words and phrases listed have special meanings **We** have set below whenever they appear in bold type and initial capitals. Please note that references to the singular or to the masculine also include references to the plural or to the female the context permits and if appropriate.

1. **You, Your, Yourself:** The person or persons **We** insure as set out in the **Schedule**
2. **We, Our, Us:** Bajaj Allianz General Insurance Company Limited and/ or the Service Provider with whom Bajaj Allianz General Insurance Company Limited has entered into a contract to provide the benefits under this cover to **You**
3. **Accident, Accidental:** A sudden, unintended and fortuitous external and visible event
4. **Policy/ Motor Insurance Policy:** Private Car Package Policy issued by **Us** to which this cover is extended
5. **Insured Vehicle:** The vehicle insured by **Us** under the **Motor Insurance Policy**
6. **Policy Period:** The period between and including the commencement date and expiry date as shown in the **Motor Insurance Policy Schedule**
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

Keys & Locks Replacement Cover

A. Endorsement Wordings

In consideration of payment of additional premium, it is hereby agreed and declared that in the event of irrecoverable loss of keys of the **Insured Vehicle**, **We** will indemnify **You** for the cost of replacement of keys of the **Insured Vehicle**, subject to the **Sum Insured** specified in the **Schedule**.

In the event of a security risk arising out of the incidence of lost keys of the **Insured Vehicle**, **We** will indemnify **You** for the cost of installing new locks in the **Insured Vehicle**.

B. Conditions

1. In case of transfer of ownership of the **Insured Vehicle**, the cover under 'Keys & Locks Replacement Cover' shall expire
2. The benefits under 'Keys & Locks Replacement Cover' can be utilized only once during the **Policy Period**
3. **You** shall immediately lodge a complaint with the police detailing the loss of key of the **Insured Vehicle** and provide **Us** a copy of the F.I.R.
4. **You** shall immediately, and in any event within 2 days of occurrence of loss, report the incidence of loss to **Us**
5. No keys shall be deemed to be irrecoverably lost until a period of three (3) days, from the date of loss as mentioned in the F.I.R., has elapsed

C. Exclusions

In addition to the exclusions mentioned under **Motor Insurance Policy**, **We** will not be liable to indemnify **You** for the following events:

1. The first 10% of the claim amount or Rs. 500, whichever is higher
2. Where the replacement of keys is not carried out in manufacturer's authorized dealership or **Our** authorized workshops
3. Any pre-existing damages
4. Where the replaced keys or locks are of higher standards or specifications as compared to the original keys or locks of the **Insured Vehicle**
5. Consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill or any legal liability of any kind whatsoever

D. Definitions

The words and phrases listed have special meanings **We** have set below whenever they appear in bold type and initial capitals. Please note that references to the singular or to the masculine also include references to the plural or to the female the context permits and if appropriate.

1. **Insured Vehicle**: The vehicle insured by **Us** under the **Motor Insurance Policy**
2. **Policy/Motor Insurance Policy**: Private Car Package Policy issued by **Us** to which this cover is extended
3. **Policy Period**: The period between and including the commencement date and expiry date as shown in the **Motor Insurance Policy Schedule**
4. **Schedule**: The Schedule and any Annexure or Endorsement to it which sets out **Your** personal details, the type of insurance cover in force and the **Sum Insured**

5. **Sum Insured:** The amount stated in the **Schedule**, which is the maximum amount **We** will pay for claims made by **You**, irrespective of the number of claims **You** make during the **Policy Period**
6. **We, Our, Us:** Bajaj Allianz General Insurance Company Limited
7. **You, Your, Yourself:** The person **We** insure as set out in the **Schedule**

Personal Baggage Cover

A. Endorsement Wordings

In consideration of payment of additional premium, it is hereby agreed and declared that **We** will indemnify **You** in respect of the loss or damage to **Your** personal baggage whilst kept in the **Insured Vehicle** and caused by the insured perils mentioned under Section 1 of this **Policy**, subject to the Basis of Loss Settlement Criteria as specified herein below.

B. Conditions

1. In case of transfer of ownership of the **Insured Vehicle**, the cover under 'Personal Baggage Cover' shall expire
2. Basis of Loss Settlement Criteria:
 - i. Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost, then **We** will indemnify **You** up to the **Sum Insured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event
 - ii. In the case of a total loss, **We** will indemnify **You** in respect of the restoration or replacement costs up to the **Sum Insured**
3. In the event of a loss or damage due to burglary, housebreaking and/or theft, **You** shall immediately lodge a complaint with the police detailing the lost insured items and provide **Us** with a copy of the F.I.R.
4. **You** shall immediately, and in any event within 2 days of occurrence of loss, report the incidence of loss to **Us**

C. Exclusions

In addition to the exclusions mentioned under **Motor Insurance Policy**, **We** will not be liable to indemnify **You** for the following events:

1. Where the **Own Damage Claim** made by **You** against **Us** under the **Motor Insurance Policy** is not payable
2. The first 10% of the claim amount or Rs. 500, whichever is higher, in respect of each and every claim
3. Any loss or damage due to cracking, scratching or breakage of articles of a brittle or fragile nature, unless such loss or damage arises from an accident to **Insured Vehicle** in which such personal baggage is conveyed by **You**

4. Any loss or damage caused by or any process of cleaning, dyeing repairing or restoring to which **Your** personal baggage is subjected
5. Any loss or damage caused by moth, mildew or vermin
6. Any loss or damage caused by mechanical derangement or over winding of watches and clocks
7. Theft of **Your** personal baggage from the **Insured Vehicle** unless all the doors, windows and other openings are securely locked and properly fastened, and/or any other security aid is properly applied
8. Any loss of or damage to **Valuables**
9. Any loss or destruction of or damage to personal baggage of a consumable nature
10. Any loss or damage caused by or arising from the leakage spilling or exploding of liquid, oils or material of a like nature or articles of a dangerous or damaging nature
11. Any loss or damage to goods or samples carried in connection with any trade or business

D. Definitions

The words and phrases listed have special meanings **We** have set below whenever they appear in bold type and initial capitals. Please note that references to the singular or to the masculine also include references to the plural or to the female the context permits and if appropriate.

1. **Insured Vehicle:** The vehicle insured by **Us** under the **Motor Insurance Policy**
2. **Own Damage Claim:** The claims raised by **You** against **Us** for loss or damage to the **Insured Vehicle** due to the perils mentioned under Section 1 of **Motor Insurance Policy**
3. **Policy/Motor Insurance Policy:** Private Car 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 **Motor Insurance Policy Schedule**
5. **Schedule:** The Schedule and any Annexure or Endorsement to it which sets out **Your** personal details, the type of insurance cover in force and the **Sum Insured**
6. **Sum Insured:** The amount stated in the **Schedule**, which is the maximum amount **We** will pay for claims made by **You**, irrespective of the number of claims **You** make during the **Policy Period**
7. **Valuables:** Mean:
 - a. gold or silver or any precious metals or articles made from any precious metals
 - b. watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles
 - c. deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument

8. **We, Our, Us:** Bajaj Allianz General Insurance Company Limited
9. **You, Your, Yourself:** The person **We** insure as set out in the **Schedule**

Accident Shield

A. Endorsement Wordings

In consideration of payment of additional premium, it is hereby agreed and declared that this **Policy** extends to pay compensation as per the following scale for **Bodily Injury** and/ or death sustained by any occupant other than the paid driver, attendant or cleaner whilst mounting into, dismounting from or traveling in the **Insured Vehicle** and caused by violent, **Accidental**, external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:

S. No.	Nature of Injury	Scale of Compensation
1	Death	100% of specified Sum Insured
2	Loss of two limbs or sight of both eyes or one limb and sight of one eye	125% of specified Sum Insured
3	Loss of one limb or sight of one eye	50% of specified Sum Insured
4	Permanent Total Disablement from injuries other than named above	125% of specified Sum Insured

B. Conditions

1. Claims made by **You** against **Us** under 'Accident Shield' are subject to the conditions set forth under the **Motor Insurance Policy**
2. In case of transfer of ownership of the **Insured Vehicle**, the cover under 'Accident Shield' shall expire

C. Exclusions

In addition to the exclusions mentioned under **Motor Insurance Policy**, **We** will not be liable to indemnify **You** for the following events:

1. Where the **Own Damage Claim** made by **You** against **Us** under the **Motor Insurance Policy** is not payable
2. **Accidental Bodily Injury** that **You** or other members covered under 'Accident Shield' meet with:
 - a) Through suicide, attempted suicide or self-inflicted injury or illness
 - b) While under the influence of liquor or drugs
 - c) Arising or resulting from the insured person committing any breach of law with criminal intent

- d) Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs -
- 3. War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority

If **You** do not agree whether any of these exclusions apply to **Your** claim, **You** agree to accept the burden of proving that they do not apply.

Claims Process

1) Making a claim

If **You/** other persons covered under 'Accident Shield' meet with any **Accidental Bodily Injury** that may result in a claim, then as a condition precedent to **Our** liability:

- a) **You** or someone claiming on behalf must inform **Us** in writing immediately and in any event within 14 days
- b) **You** must immediately consult a **Doctor** and follow the advice and treatment that he recommends
- c) **You** must take reasonable steps to lessen the consequences of **Bodily injury**
- d) **You** must have **Yourself** examined by **Our** medical advisors if **We** ask for this
- e) **You** or some one claiming on behalf must promptly give **Us** documentation and other information **We** ask for to verify the claim or **Our** obligation to make payment for it
- f) In the event of death, someone on deceased's behalf must inform **Us** in writing immediately and send **Us** a copy of the post- mortem report within 30 days

Note: Waiver of conditions (a) and (f) may be considered in extreme cases where it is proved to **Our** satisfaction that under the circumstances in which the **You** were placed it was not possible for **You** or any other person to give notice or file claim within the prescribed time limit.

2) Claim Settlement

- a) **You** agree that **We** need only make payment when **You** or someone claiming on behalf has provided a claim to **Our** satisfaction
- b) **We** will make payment to **You** or to **Your Assignee**. If there is no **Assignee**, **We** will pay **Your** legal heir, executor or validly appointed legal representative as per succession certificate issued in the manner prescribed under State Laws and any payment **We** make in this way will be a complete and final discharge of **Our** liability to make payment
- c) In the event of **Insured Vehicle** not being declared as a **Total Loss/ Constructive Total Loss** and the **Motor Insurance Policy** not being cancelled, the reinstatement premium

required to reinstate the **Sum Insured** to the previous limits would be deducted from the claim amount payable under this cover or the **Motor Insurance Policy**

D. **Definitions**

The words and phrases listed have special meanings **We** have set below whenever they appear in bold type and initial capitals. Please note that references to the singular or to the masculine also include references to the plural or to the female the context permits and if appropriate.

1. **You, Your, Yourself:** The person or persons **We** insure as set out in the **Schedule**
2. **We, Our, Us:** Bajaj Allianz General Insurance Company Limited
3. **Accident, Accidental:** A sudden, unintended and fortuitous external and visible event
4. **Policy/ Motor Insurance Policy:** Private Car Package Policy issued by **Us** to which this cover is extended
5. **Insured Vehicle:** The vehicle insured by **Us** under the **Motor Insurance Policy**
6. **Bodily Injury:** Physical bodily harm or injury but not any mental sickness, disease or illness
7. **Doctor:** A Doctor/ Medical Practitioner is 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 set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
8. **Assignee:** The person named in the proposal or **Schedule** to whom the benefits under the cover are assigned by **You**
9. **Policy Period:** The period between and including the commencement date and expiry date as shown in the **Motor Insurance Policy Schedule**
10. **Schedule:** The Schedule and any Annexure or Endorsement to it which sets out **Your** personal details, the type of insurance cover in force and the **Sum Insured**
11. **Sum Insured:** The amount stated in the **Schedule**, which is the maximum amount **We** will pay for claims made by **You** irrespective of the number of claims **You** make in respect of **Yourself/** other persons covered under Additional Personal Accident Cover.
12. **Total Loss/ Constructive Total Loss:** A loss under the **Motor Insurance Policy** where the aggregate cost of retrieval and/ or repair of the **Insured Vehicle**, subject to terms and conditions of the **Policy**, exceeds 75% of the **IDV** of the **Insured Vehicle**
13. **Own Damage Claim:** The claims raised by **You** against **Us** for loss or damage to the **Insured Vehicle** due to the perils mentioned under Section 1 of **Motor Insurance Policy**