Kshema Two-Wheeler Standalone Own Damage Policy

Policy Wordings

Operative Clause

WHEREAS You the Insured named in the Schedule chose this Kshema Two-wheeler Standalone Own Damage Policy and have applied to us, Kshema General Insurance Limited for insurance cover as stated in the policy. You further gave us the information about yourself through written Proposal form and/or Digital Proposal on the web platform or platform of Kshema mobile application and based on your confirmation that the information submitted is true and correct and having received the premium paid by you, we promise to provide you insurance as stated in the Policy Schedule subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

Proposal, Policy wording, Policy schedule, Declarations and any Endorsements thereto shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout unless specified otherwise.

Throughout this policy, the words "You", "Your", "Yourself" refer to the named insured shown in the policy schedule. The words "We, "Us", "Our" and "Company" refer to Kshema General Insurance Limited.

(The term two-wheeler referred to in this Tariff will include motorcycle/scooter / auto cycle or any other motorised two wheeled vehicle mentioned in the Schedule.)

Scope of Cover

Section1.LOSS OF OR DAMAGE TO THE VEHICLE INSURED

We will indemnify you, against loss or damage to your vehicle hereunder and/or its accessories whilst thereon.

a) by fire explosion self-ignition or lightning;

b) by burglary housebreaking or theft;

c) by riot and strike;

d) by earthquake (fire and shock damage) ;

e) by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;

f) by accidental external means;

g) by malicious act;

h) by terrorist activity;

i) whilst in transit by road rail inland- waterway lift elevator or air;

j) by landslide or rockslide.

Subject to deduction for depreciation at the rates mentioned below in respect of parts replaced:

1. For all rubber / nylon/ plastic parts, tyres, tubes and batteries	50%
2. For fibre glass components	30%
3. For all parts made of glass	Nil
4. Rate of depreciation for all other parts including wooden parts is to be as per the following schedule	
AGE OF VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 years but not exceeding 10 years	40%
Exceeding 10 years	50%

5) Rate of Depreciation for painting: In the case of painting, the depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of total painting charges for the purpose of applying the depreciation

The Company shall not be liable to make any payment in respect of :

(a) Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown failures or breakages.

(b) Damage to tyres and tubes unless the vehicle is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement.

(c) Loss of or damage to accessories by burglary, housebreaking or theft unless the vehicle is stolen at the same time and;

(d) Any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle being disabled by reason of loss or damage covered under this policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the insured but not exceeding in all Rs. 300/- in respect of any one accident.

The insured may authorize the repair of the vehicle necessitated by damage for which the Company may

be liable under this policy provided that:-

(a) The estimated cost of such repair including replacements, if any, does not exceed Rs.150/-.

(b) The Company is furnished forthwith a detailed estimate of the cost of repairs and

(c) The insured shall give to the Company every assistance to see that such repair is

necessary and the charges are reasonable.

Policy Period

Policy Period Means the period commencing from policy start date and hour and terminating on the policy end date and hour as specified in the Schedule of the policy.

Policy Tenure:

Policy Tenure: 1 Year Own Damage

SUM INSURED - INSURED'S DECLARED VALUE (IDV)

The Insured's Declared Value (IDV) of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle.

The IDV of the vehicle (and side car/accessories, if any, fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the insured vehicle at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

AGE OF THE VEHICLE	% OF DEPRECIATION FOR FIXING IDV
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

IDV shall be treated as the Market Value throughout the policy period without any further depreciation for the purpose of Total Loss (TL) /Constructive Total Loss (CTL) claims.

The insured vehicle shall be treated as a CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

In the event of a 'Cash loss settlement, the insurer is entitled to cancel the Own Damage insurance effective the date of damage. Additionally, the insurer can cancel the statutory Motor Third Party Liability insurance policy after requiring the policyholder to either cancel the road registration of the wreck and submit documentary evidence in original thereof or alternatively evidence in original a statutory motor third party liability insurance policy covering the wreck effective the date of damage.

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 provision.

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.

Section II Exclusions

(Applicable to all Sections of the Policy) The Company shall not be liable under this Policy in respect of:

1. Any liability for death or injury to any passenger or third party or damage to property within or outside the vehicle caused by or arising out of use of the vehicle.

2. Any accidental loss damage caused sustained or incurred outside the geographical area.

3. Any accidental loss damage caused sustained or incurred whilst the vehicle insured herein is

   a) Being used otherwise than in accordance with the "Limitations as to Use" or
   b) Being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.

4.

   a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
   b) Any damage 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 purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

5. Any accidental loss or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

6. Any accidental loss damage directly or indirectly or proximately or remotely occasioned by or 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 and in the event of any claim hereunder the Insured shall prove that the accidental loss damage 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.

DEDUCTIBLE

We will not be liable for each and every claim under Section - I (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the schedule.

Excess/deductible

Product	Category	% of Claim Amount	Subjected to Minimum Deductible Amount
Two Wheeler	<350cc	2%	500
	>=350cc		1000
Two Wheeler-Electric	<7 KW	2%	500
	>=7 KW		1000

Section IV General Conditions

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.

1. The OD Only policy is issued on the basis of the Third Party (TP) policy details as submitted and declared by the proposer. The benefits under the policy shall stand forfeited and the policy shall be void ab- initio if this information is found to be incorrect.

2. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental or loss or damage in the event of any claim and thereafter the Insured shall give all such information and assistance as the Company shall require. Every letter, claim, writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy.

3. In case of theft or criminal act which may be the subject of a claim under this Policy, the Insured shall give immediate notice to the police and cooperate with the Company in securing the conviction of the offender. Wherever details pertaining to any incident which results in a claim, are conveyed by the insured to the insurer after reasonable period, insured shall provide the reasons of such delay to the insurer and insurer may on analysis of reasons provided by insured, condone the delay in intimation of claim or delay in providing the required information/documents to the insurer.

4. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company, 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 the Insured shall give all such information and assistance
as the Company may require.

5. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:

a. For total loss / constructive total loss of the vehicle -the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
b. For partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

6. The Insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the Insured's own risk.

7. Policy Period: Policy shall be issued for a period of 1 year only or such other period as maybe prescribed by the Regulation(s).

In case of Standalone Own Damage (SAOD) insurance, the expiry date of an issued policy of insurance shall not be beyond the statutory Third-Party liability insurance of the same motor vehicle. The insurer shall ensure that SAOD coverage is offered only if a Motor Third-Party liability insurance is already in existence or is taken simultaneously.

8. Cancellation Clause:

a) The policyholder can cancel the policy at any time during the term, by informing the Company. In case the Policyholder cancels the policy, he/she is not required to give reasons for cancellations.
   The Company 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) The Company shall –
   i) Refund proportion 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".*

9. 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 loss/damage, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.

10. The due observance and fulfilment of the terms, conditions, and endorsements 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 the Company to make any payment under this Policy.

11. In the event of the death of insured person, this policy will not immediately lapse but will remain valid for a period of three months from the date of insured person's death 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 obtain a new policy for the vehicle such heir(s) should make an application to the Company 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

NO CLAIM BONUS:

1) The insured is entitled for a No Claim Bonus (NCB) on the Own Damage section II (I) of the policy, if no Own Damage claim is made or pending during the preceding year(s), as per the following table:

NO CLAIM STATUS	% DISCOUNT ON OWN DAMAGE PREMIUM
The preceding year	20%
preceding 2 consecutive years	30%
preceding 3 consecutive years	40%
preceding 4 consecutive years or more	50%

2) No Claim Bonus will only be allowed provided the policy is renewed within 90 days of the expiry date of the previous policy.

Section V Grievances

If You have any query or grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address your grievance as follows:

1. For resolution of any query, You may contact the Policy issuing office by writing to Us at Kshema General Insurance Limited, Regd. Office:# 413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016. or email Us at customer.support@kshema.co or through Kshema Application or call us at 1800 572 3013 (toll-free)

2. If You are not satisfied with the resolution provided, You may escalate to our E-mail grievance.cell@kshema.co or gro@kshema.co or call us at 1800 570 2998 (toll-free) or can write to us at Grievance Redressal Office, Kshema General Insurance Limited, Regd. Office:# 413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016 or at the sub section "Grievance Redressal" on our website www.kshema.co.

3. If you are not satisfied with the resolution provided by us, you have the option to approach the Insurance Ombudsman for grievance redressal at https://www.cioins.co.in. Alternatively, you may also contact the Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal at https://bimabharosa.irdai.gov.in or via the IRDAI Grievance Call Centre (IGCC) at toll-free numbers 1800 4254 732 / 155255.

S.No.	Location	Name of Ombudsman	Designation	Office of the Insurance Ombudsman,	Jurisdiction	Telephone No.	Email
1	AHEMDABAD	Dr. Pranai Prabhakar	Insurance Ombudsman	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001.	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	079 - 25501201/02	oio.ahmedabad@cioins.co.in

2	BENGALURU	Ms Neerja Kapur	Insurance Ombudsman	Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078.	Karnataka	080 - 26652048 / 26652049	oio.bengaluru@cioins.co.in
3	BHOPAL	Shri Ajay Kumar	Insurance Ombudsman	Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Madhya Pradesh, Chhattisgarh.	0755 - 2769201 / 2769202 / 2769203	oio.bhopal@cioins.co.in
4	BHUBANESWAR	Shri Rashmi Raman Singh	Insurance Ombudsman	62, Forest park, Bhubaneswar – 751 009.	Odisha	0674 - 2596461 /2596455 /2596429 /2596003	oio.bhubaneswar@cioins.co.in
5	CHANDIGARH	Ms Alka Jha	Insurance Ombudsman	Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017.	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.	0172 - 2706196 / 2706468	oio.chandigarh@cioins.co.in
6	CHENNAI	Shri K.Vinayak Rao	Insurance Ombudsman	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.	044 - 24333668 / 24333678	oio.chennai@cioins.co.in
7	DELHI	Shri Mukhmeet Singh Bhatia	Insurance Ombudsman	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh),	011 - 46013992/23213504/23232481	oio.delhi@cioins.co.in

					Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.		
8	GUWAHATI	Shri Ajay Kumar Sharma	Insurance Ombudsman	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	0361 - 2632204 / 2602205 / 2631307	oio.guwahati@cioins.co.in
9	HYDERABAD	Ms G Shobha Reddy	Insurance Ombudsman	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace,A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325	oio.hyderabad@cioins.co.in
10	JAIPUR	Shri Satyajeet Rajan	Insurance Ombudsman	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan	0141 - 2740363	oio.jaipur@cioins.co.in
11	KOCHI	Shri Pradeep Kumar Jain	Insurance Ombudsman	10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011.	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	0484 - 2358759	oio.ernakulam@cioins.co.in
12	KOLKATA	Ms. Manju Bagga	Insurance Ombudsman	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.	033 - 22124339 / 22124341	oio.kolkata@cioins.co.in

13	LUCKNOW	Shri Sanjai Singh	Insurance Ombudsman	6th Floor, Jeevan Bhawan, Phase-II,Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	0522 - 4002082 / 3500613	oio.lucknow@cioins.co.in
14	MUMBAI	Ms Sarojini S Dikhale	Insurance Ombudsman	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Goa, Mumbai Metropolitan Region (excluding Navi	69038800/27/29/31/32/33	oio.mumbai@cioins.co.in

					Mumbai & Thane).		
15	NOIDA	Shri Rajiv Talwar	Insurance Ombudsman	Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	0120-4027589	oio.noida@cioins.co.in
16	PATNA	Shri Inderjeet Singh	Insurance Ombudsman	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.	Bihar, Jharkhand.	0612-2547068	oio.patna@cioins.co.in

17	PUNE	Ms. Rachna Khare	Insurance Ombudsman	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No's. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	Maharashtra, Areas of Navi Mumbai, and Thane (excluding Mumbai Metropolitan Region).	020-24471175	oio.pune@cioins.co.in
18	Thane	Shri Umesh Sinha		Jeevan Chintamani Building, 2nd Floor,Near New RTO Office, Louis Wadi,Vasantrao Naik Mahamarg, Thane (West)- 400604	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."	022-20812868/69	oio.thane@cioins.co.in

*Note: As the above ombudsmen contact details may change from time to time, we suggest You to refer https://www.cioins.co.in, for an updated list.

Contact Us

Kshema General Insurance Limited

Address -Mentioned on the schedule.

Web - www.Kshema.co

E-mail: Mentioned on the schedule.

Customer Service: customer.support@kshema.co