



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

Battery Operated Bike (Two Wheeler) Package Policy

UIN:IRDAN106RP0006V01202324

Prospectus

A lot of innovations have taken place with introduction of Eco friendly fuel and Eco friendly vehicles in the country. In order to cater to growing demands of Battery Operated Bikes, We have come out with a Package Policy covering the risks of Physical Damage to the vehicle, External Party Liability for accidental death, injury and property damage alongwith Personal Accident cover for the occupants of the vehicle.

This insurance policy is for those Battery Operated bikes which do not require registration and follow each & every of the below criteria –

- a) *vehicle is equipped with an electric motor having thirty minute power less than 0.25 kW;*
- b) *maximum speed of the vehicle is less than 25 km/hr;*
- c) *vehicle is fitted with suitable brakes and retro-reflective devices, i.e. one white reflector in the front and one red reflector at the rear;*
- d) *unladen weight (excluding battery weight) of the vehicle is not more than 60 kg;*
- e) *in case of pedal assisted vehicle equipped with an auxiliary electric motor, in addition to above listed points, the thirty minute power of the motor is less than 0.25 kW, whose output is progressively reduced and finally cut off as the vehicle reaches a speed of 25 km/hr, or sooner, if the cyclist stops pedaling; and*
- f) *authorized by a testing agency approved by Govt of India*

COVERAGE

Section 1. – Physical Damage

What is Covered:- In the event of damage caused by Insured perils listed hereunder and subject to its not being otherwise excluded, We will indemnify you against such damage to your insured BOB,

Insured Perils:-

1. Fire
2. Lightning
3. Explosion, Self Ignition
4. Riot and Strike
5. Earthquake (Fire and shock damage)
6. Flood, Typhoon, Hurricane, Storm, Tempest, Inundation, Cyclone, Hailstorm, Frost.
7. Accidental external means.
8. Malicious Act
9. Terrorist Activity
10. Loss or damage Whilst in transit by Road, Rail, Inland Waterway, Lift, Elevator or Air
11. Landslide, Rockslide

Maximum Limit of Liability: IDV of the Battery Operated Bike (not exceeding Rs 2 lacs)

What is not Covered:-

We will not be liable for:-

1. **a)** An excess 5% of the claim amount subject to a minimum of Rs. 500/- (Five Hundred) in case of partial loss claims.
1. **b)** An excess of 5% of the claim amount subject to a minimum of Rs. 1000/- (One Thousand) in case of total loss claims.
2. Any loss arising out of theft or attempted theft involving violent and forcible means, robbery, dacoity, housebreaking
3. Damage to tyres and tubes unless the BOB is damaged at the same time.
4. Loss or damage, if the same is already covered under manufacturer warranty/ extended warranty or any other insurance applicable at the time of damage.
5. Loss or damage arising out of modifications not approved by manufacturer.
6. Loss or damage arising out of any manufacturing defect or design including manufacturer's recall.
7. **Wear and tear:-** Damage caused by wear and tear, depreciation and/or gradual deterioration.
8. Mechanical/ Electrical Breakdowns, failure or breakages unless caused by the insured perils.
9. Any claim to the battery arising out of short circuiting or water ingress.
10. **Consequential loss:-** Consequential loss of any kind or description including any reduction of Market Value beyond the cost of repair or replacement
11. **Matching of Items:-** The cost of repair or replacement of any undamaged or unbroken items or item forming part of a set of items or other items of uniform nature, colour or design when the damage or breakage occurs within a clearly identifiable area or to a specific part and replacement can not be matched.
12. Any claim if You or any person with Your consent is driving the BOB under influence of any alcohol/drugs (except as medically prescribed).
13. Any claim arising directly or indirectly from or due to any unlawful act committed by You or any person driving the BOB with Your consent.

Section 2 – External Party Liability

What is Covered:- We will indemnify You in the event of an accident caused by or arising out of the use of insured BOB against all sums including claimant's costs and expenses which you shall become legally liable to pay in respect of :-

1. Accidental death of or bodily injury to any person.
2. Damage to property other than the property belonging to you or in your custody or control.
We will also pay all the related costs and expenses incurred, with our consent, within the limit of liability.
3. Limit of Liability: Rs.2 Lacs per policy period.

What is not Covered:-

We will not be liable for

1. An excess of 5% of claim amount subject to a minimum of Rs. 500/- (Five Hundred only).
2. Any claim towards insured person or their family, driver or employee(s).
3. Any claim arising from contractual liability or through special promises made by the insured person or on their behalf
4. Any death, injury or damage caused or arising beyond the limits of any carriageway or thorough fare in

connection with the bringing of the load to the BOB or loading thereon or the taking away of the load from the BOB after unloading there from.

SPECIAL CONDITIONS

1. Subject to the terms and conditions, limitations of the indemnity granted by this section to you, We will indemnify any driver who is driving the BOB with your consent, provided that such driver shall as though he/she was the insured, observe, fulfill and be subject to the terms, exception and conditions of this policy in so far as they apply.
2. In the event of 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 limitation of this Policy provided that such personal representative shall as though such representative was the insured, observe, fulfill and be subject to the terms, exceptions and the condition of this Policy in so far as they apply.
3. We may at our own option
 - a) 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
 - b) undertake the defense of proceeding 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.

Section 3. Personal Accident

Insured Person:- For the purpose of this section, it means the occupant(s) of the insured BOB upto the manufacturer recommended seating capacity of the BOB including the driver.

What is Covered:- We undertake to pay compensation for bodily injury/death sustained by the insured person(s) in direct connection with the insured BOB whilst mounting into/ dismounting from or travelling in/on the insured BOB caused by violent, accidental external means which independent of any other cause shall within six calendar months of such injury result in death or disablement as described in the table below.

1. Such compensation shall be payable directly to the insured or to his/her legal representative(s) whose receipt shall be the full discharge in respect of the injury to the insured.
2. Capital Sum Insured: Rs 2 lacs per insured person

What is not Covered:-

1. We will not be liable for any claims arising or resulting from or traceable to
 - a) intentional self injury, suicide or attempted suicide, physical defect or infirmity.
 - b) any unlawful act committed by You or any person driving the BOB with Your consent.
2. if You or any person with Your consent is driving the BOB under influence of any alcohol/drugs (except as medically prescribed).

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

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

Our limit of liability in aggregate shall not exceed Rs. 2 Lacs per Insured person irrespective of the number of claims/claim incidents during a policy period.

GENERAL EXCLUSIONS (Applicable to all the sections)

We shall not be liable for

1. Any claim
 - a) if the Insured item is outside the scope of the definition of BOB.
 - b) arising out of use of BOB as a commercial vehicle for hire or reward, unless specifically covered through Extension 3.
 - c) outside the Geographical limits.
 - d) arising out of any Employer's liability or contractual liability or through special promises made by insured person or on their behalf, unless otherwise accepted by Us.
 - e) if You or any person driving the BOB with Your consent does not fall under the definition of a driver.
 - f) arising directly or indirectly from or due to any wilful malicious act committed by You or any person driving the BOB with Your consent.

2. **War risk:-**
 Damage as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion or loot or pillage in connection therewith.

3. **Confiscation:-**
 Any Damage due to confiscation, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted authority.

4. **Nuclear Risk:-**
 Any Damage to insured BOB, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to by or arising from:
 - a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component.
 - c) Nuclear weapons material

5. **Existing Damage:-**
 Any damage, injury, accident, disease or illness occurring before the cover commences under the Policy.

ADDITIONAL BENEFITS:-

1. **Insured BOB requisition by Government (Applicable to Section 1 and 2)**
 If your insured BOB is requisitioned by the Government, they will automatically be held covered during the period of requisition and we will pay you for any damage during that period if any, in excess of the amount(s) made by the Government

2. **Transportation of Damaged BOB (Applicable to Section 1)**

In the event of BOB disabled by reason of Damage covered under the Policy, we will pay you the reasonable cost of protection and removal to nearest repairer and redelivery to you but not exceeding in all Rs 1000/- One thousand in respect of any one Accident.

EXTENSIONS

1. **Theft Cover**

On payment of additional premium as stated in the schedule, Section 1 'Physical Damage' of this Policy is extended to cover any loss caused by theft or attempted theft involving violent and forcible means, robbery, dacoity, housebreaking.

In view of the same, point number 2 under 'What is not covered' stands deleted.

Exclusion – Loss of battery alone is not covered.

Excess -

- a) For all claims under this extension, an excess of 10% of the claim amount shall be applicable.
- b) Excess under Section 1 shall not be applicable for claim under this extension.

2. **Depreciation Waiver**

In the event of Damage to the BOB and the claim is admissible under Section 1 'Physical Damage', We will provide the benefits of 'Depreciation Waiver' provided that You have paid the additional premium. This is subject to the following:

a) We will pay the Amount/Value deducted towards depreciation on parts of Insured Vehicle as per the Survey Report approved by Us.

b) The Replacement of parts(s) is/are considered necessary only if part(s) are irreparable in the opinion of the Surveyor appointed by Us notwithstanding Your choice of replacing the parts(s).

Exclusion:

We will not be liable for:

- a) Any payment of any excess applied under Section 1 'Physical Damage'.
- b) Any partial payment of amount deducted towards depreciation i.e. less than or part of the percentage mentioned in the General Condition no 8 (b), unless we have decided to provide the limited coverage of depreciation waiver.

3. **BOB used as a Commercial Vehicle including hire or reward**

On payment of additional premium as stated in the schedule, this Policy is extended to cover the BOB used for transporting goods or passengers for the profit of an individual or business. Accordingly, the General exclusion no. 1(b) stands deleted.

For such vehicles, Section 2 – External Party Liability shall cover the occupants carried for hire/reward.

Special Exclusion:

We will not be liable for :

Any claim arising from employer's liability, contractual liability or through special promises made by the insured person or on their behalf

GENERAL CONDITIONS

1. Reasonable Precaution and Care of BOB:-

- a) You shall take all reasonable precautions for safety and soundness of insured BOB and to prevent damage in order to minimise claims. You must comply with manufacturer's recommended actions for inspection and maintenance and shall also comply with all statutory requirements or other regulations and will employ only competent employees.
- b) We shall have at all time free and full access to examine the BOB or any part thereof and/or any driver or your employee.
- c) In the event of any accident or breakdown, the BOB shall not be left unattended without proper precautions being undertaken to prevent further damage and if the BOB be driven before the necessary repairs are effected, any extension of the damage or any further damage to the BOB shall be entirely at your own risk.

2. Notice:-

Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage and 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, petition, case, summons or process and all documents relating to event 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. In case of theft or other criminal act which may be the subject of a claim under this Policy the insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.

3. Mis-Description:-

This Policy shall be void and all premium paid by you to Us shall be forfeited in the event of misrepresentation, mis-description or concealment/non-disclosure of any material information.

4. Change in Circumstances:-

You must inform Us, as soon as reasonably possible, of any change in information you have provided to Us about yourself, your Business, Your employees, your BOB, driver and location which may affect the insurance cover provided e.g. change in colour of the vehicle, fitting of extra installation etc. You must also notify Us about alteration made or change in information as described aforesaid whereby risk of Damage or Accident is increased. In case of such alteration or changes made and not accepted by Us in writing, all covers under this Policy shall cease.

5. Claim Procedure and Requirements:-

An event, which might become a claim under the Policy, must be reported to Us as soon as possible. A written statement of the claim will be required and a Claim form will be provided. This written statement of claim along with supporting documentation (estimates, vouchers, invoices, proof, investigation report and the like) prepared at your expenses along with particulars of other insurance covering the same risk must be delivered to Us within 15 days of date of Damage.

The Police must be informed of any theft, attempted theft or Damage caused by rioters, strikers, malicious persons or vandals or of any other criminal act. They must also be informed of the loss of any subject matter of risk. You shall also take practicable steps to apprehend the guilty person and recover the BOB and/or its accessories lost.

If any person is claiming against you, your family or your employee, every letter, claim ,writ, petition ,case summon, process and all documents relating to event or copy shall be forwarded to Us without delay. You, Your Family or any person on your behalf must not attempt to negotiate any claim, nor admit or repudiate any claim without Our consent. You shall give all possible assistance to enable Us to settle or resist any claim or to institute proceedings.

6. **Claim Control:** -

a) We are entitled to:

- i) enter any place under your control where Damage has occurred and take possession of such place and insured BOB or any accessory(s) and deal with salvage, but this does not mean that BOB can be abandoned to Us.
- ii) receive all necessary information, proof of Damage and assistance from You and from any other person seeking benefit under this Policy.
- iii) take over and conduct in your name or any person seeking benefit under this Policy, defence or settlement of any claim.
- iv) take proceedings at Our own expenses and for Our own benefit, but in Your name or any other person who is claiming or has received benefit, to recover any payment made or due under this Policy.

b) No admission, offer, payment or indemnity shall be made or given by you or on your behalf without our written consent.

7. **Onus of proof:** -

In the event of any claim You shall prove that the accident loss or damage arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the exclusion(s) in "what is not covered" or any consequences thereof and in the default of such proof We shall not be liable to make any payment in respect of such claim.

8. **Basis of claim settlement:** -

We may at our own option repair, reinstate or replace the BOB or part thereof and/or its accessories or may pay in cash the amount of the damage which shall not exceed:

- a. For total loss / constructive total loss of the BOB - the Insured's Declared Value (IDV) of the BOB (including accessories thereon) as specified in the Schedule less the value of the wreck.
 - (i) It is further understood and clarified that the IDV is the maximum liability under the policy and if the new replacement value of the similar brand, model and make is less than the IDV at the time of replacement, then the cost of such replacement for the BOB of similar make, model and brand will be payable in case of total loss of the BOB.
 - (ii) In case of total loss of BOB of more than 1 year in age, the amount payable will be now replacement value of the BOB of same model, make and brand at the time of inception of the Policy less depreciation applicable as per the below table :-

AGE OF THE BOB	% 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%

It is Further understood and clarified that the IDV is the maximum liability under the policy

b. For partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the BOB - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as following chart.

- (1) For all rubber/nylon/plastic parts, tyres, tubes– 50%
- (2) For Fiber glass components and batteries– 30%
- (3) For all parts made of glass – Nil
- (4) Rate of depreciation for all other parts including wooden parts will be as per following schedule:-

Age of the BOB	% of Depreciation
Upto 6 month	Nil
Above 6 months but upto 1 year	5%
Beyond 1 year but upto 2 year	10%
Beyond 2 year but upto 3 year	15%

9. **Fraud:-**

If a claim is fraudulent on account of fraudulent means or action used by You or on Your behalf, all benefits and rights under this Policy shall be forfeited.

10. **Contribution:-**

If, when any claim arises, there is any other insurance covering the same matter (property, interest, liability, cost), We will pay only our rateable proportion.

11. **Cancellation:-**

We may cancel the Policy at any time on grounds of mis-representation, non-disclosure of material facts, fraud by the Insured Person, by giving 7 days' written notice. There would be no refund of premium on cancellation on grounds of mis-representation, non-disclosure of material facts or fraud

In the event of no claim preferred on us, You may cancel this Policy by sending 7(Seven) days written notice to Us. We will then allow a refund after retaining the premium based on following short period table.

Period of Cover upto	Refund of Annual Premium Rate (%)
1 Month	75%

3 Month	50%
6 Month	25%
Exceeding 6 month	Nil

Any refund of the premium is subject to retention of minimum premium of Rs. 250/- (Two Hundred fifty).

12. Arbitration:-

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

13. No sum payable under this Policy shall carry any interest/penalty.

14. All claims shall be settled in Indian Rupees.

15. Jurisdiction of Court:-

The provision of this Policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally subject themselves to the jurisdiction of the Courts in India.

16. Legal Representative: -

In the event of death of the sole insured person as mentioned in the schedule, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of such person or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of such sole insured person to whom the custody and use of the BOB passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the BOB.

Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the BOB 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 such sole person insured
- b) Proof of title to the BOB
- c) Original Policy

WARRANTIES

It is warranted –

- 1. That Our liability for any one claim in respect of any insured BOB including accessories specified in the Schedule including any additional costs and expenses payable in connection with that insured BOB (unless specifically expressed as being payable in addition to the Sum Insured) shall not exceed the Sum Insured set

against such BOB or in the whole the total sum Insured or such other sum(s) as may be substituted for it by Endorsement signed by on Our behalf.

2. That whenever Your BOB is left unattended, the BOB will be properly secured and all keys for the BOB shall be kept in safe custody. It is provided that breach of this warranty shall not be a bar to any claim for loss or damage caused other than by Insured peril covered under Extension 1 'Theft cover', if opted.
3. The insured BOB including accessories:
 - a) maintained in a good and substantial state of repair.
 - b) Is insured for private use, unless the same is covered under Extension 3 - BOB used as a Commercial Vehicle including hire or reward.
4. All the coverages under this policy including those mentioned in the Additional Benefits, Extension are subject to perils, the terms, conditions, definitions, warranties, exclusion(s) unless mentioned otherwise.

Redressal Of Grievance

In case of any grievance, the insured person may contact Us through:

Website: <https://www.iffcotokio.co.in/contact-us/customer-services/grievance-redressal>

Toll free: 1800-103-5499

E-mail: support@iffcotokio.co.in

Courier: Chief Grievance Officer
IFFCO-Tokio General Insurance Co Ltd
IFFCO Tower, Plot no. 3
Sector -29, Gurgaon – 122001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. The list of branches with addresses are available at <https://www.iffcotokio.co.in/contact-us>

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at chiefgrievanceofficer@iffcotokio.co.in

PROHIBITION OF REBATES

Section 41 of the Insurance Act 1938 provides as follows:

1. No person shall allow, or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.
2. Any person making default in Company with the provisions of the section shall be punishable with fine which may extend to ten lakh rupees.

Notes:

- The terms and conditions of the Battery Operated Bike (Two Wheeler) Package Policy will apply unless stated otherwise.

- Prospectus/ Sales literature contains salient features of the product. For exhaustive details on covers, exclusions and conditions, kindly refer Policy Wordings. For all Insurance contracts, Schedule along with Coverage Wordings will be considered as contract documents. For more and detailed information regarding policies/ claims, please contact the nearest IFFCO-Tokio Office/ Authorized representative of the Company.