

ACKO CAR PACKAGE POLICY ADD-ON COVERS

DEFINITIONS

For the purposes of these Add-on Covers, the following definitions shall apply (words and expressions defined in the Base Policy retain the same meaning unless otherwise specified herein):

"Fire Perils" means and is limited to the following perils, unless otherwise agreed by us and mentioned in the policy schedule:

- Fire (including accidental external fire originating from sources external to the vehicle);
- Self-ignition (spontaneous ignition arising internally within the vehicle without external cause);
- Lightning (direct strike causing physical damage to the Insured Vehicle);
- Explosion (external explosion directly impacting the Insured Vehicle).

"Theft" means the act of dishonestly taking the Insured Vehicle out of the possession of the Insured without the Insured's consent, as defined under the Indian Penal Code, 1860 (or the Bharatiya Nyaya Sanhita, as applicable), and for which a First Information Report (FIR) has been registered with the competent Police authority.

"Attempted Theft" means an unsuccessful attempt to steal the Insured Vehicle resulting in identifiable physical damage directly attributable to such attempt, and for which a FIR has been registered.

"Non-Traceable Report / Final Police Report" means the report issued by the competent Police authority confirming that the stolen vehicle could not be traced, typically issued after the prescribed investigation period under the Code of Criminal Procedure (CrPC) / Bharatiya Nagarik Suraksha Sanhita (BNSS).

PREAMBLE

These Add-on Cover will be issued as an endorsement to and form part of the Acko Car Package Policy ("Base Policy") bearing the number specified in the Policy Schedule. This Add-on Cover is available exclusively to Insureds holding a valid Motor Third Party Liability Only (TP Only) Policy issued by the Company for the Insured Vehicle described in the Policy Schedule.

All terms, conditions, limitations, warranties, exclusions, and exceptions of the Base Policy shall apply to Add-on Covers to the extent they are not inconsistent with the specific provisions herein. In the event of any conflict between the provisions of Add-on Covers and those of the Base Policy, the provisions of Add-on Covers shall prevail.

COVERAGE

1. FIRE PROTECTION – ADD-ON COVER

(UIN: IRDAN157RPMT0013V01202526/A0015V01202627)

In consideration of the payment of an additional premium as specified in the Policy Schedule, and subject to the terms, conditions, exclusions, and limitations of this Add-on Cover and the Base Policy, the Company agrees to indemnify the Insured for loss or damage to the Insured Vehicle arising solely and directly due to Fire Perils, as defined herein, during the Policy Period.

The maximum liability of the Company under this Add-on Cover shall not in any circumstances exceed the IDV of the Insured Vehicle as specified in the Policy Schedule, subject to applicable depreciation, deductibles, and the terms and conditions in accordance with the base policy.

NOTE:

Coverage under this Add-on Cover is strictly limited to loss or damage caused solely by Fire Perils listed above.

Any loss or damage caused by perils not listed herein (e.g., theft, flood, earthquake, riot, etc.) is excluded.

Conditions Specific to this add-on Cover

- This add will not be offered/ applicable if you opted for Section 1 - Own Damage Cover of the Base Policy.
- The Insured shall not be entitled to purchase, avail, or hold Own Damage Cover under the same Base Policy or any co-terminus policy issued by the Company for the same vehicle during the Policy Period.
- If at any time during the Policy Period it is discovered that a Section 1 – Own Damage Cover is operative for the same vehicle and the same Policy Period (whether under the same policy or otherwise), this Add-on Cover shall stand cancelled ab initio from the date of inception, and the Company's liability hereunder shall cease with immediate effect. Premium collected for this Add-on Cover shall be refunded on a pro-rata basis, subject to no claim having been made or paid under this Add-on Cover.
- This Add-on Cover confers no right of indemnification for any peril other than Fire expressly listed above. Any claim alleging indirect, consequential, or concurrent causation by a non-covered peril shall be excluded.
- This Add-on Cover is valid only within the geographical area as specified in the Base Policy.

Basis of Claim Settlement

Claims under this Add-on Cover shall be settled as follows:

Partial Loss

The Company shall pay the reasonable cost of repair or replacement of parts of the Insured Vehicle damaged solely due to Fire Perils, subject to:

- Applicable depreciation as per the depreciation schedule of the Base Policy
- Any Voluntary deductible (Policy Excess) as specified in the Policy Schedule
- Betterment charges, if any, as assessed by the Company's surveyor.

Total Loss

Where the damage caused solely due to Fire Perils results in a Total Loss of the Insured Vehicle, the liability of the Company shall be limited to the IDV of the vehicle as specified in the Policy Schedule, subject to the applicable deductible, if any. Upon settlement of a Total Loss claim, ownership of the salvage shall vest with the Company.

Exclusions Specific to this add-on Cover

The Company shall not be liable under this Add-on Cover for loss, damage, liability, cost, or expense of any kind caused by, arising from, or attributable to:

- Deductible/Excess applicable to the base policy.
- Any claim alleging indirect, consequential, or concurrent causation other than fire peril shall be excluded.
- Consequential loss and constructive Total loss of any nature, including but not limited to loss of use, loss of earnings, or diminution in market value
- Depreciation, wear and tear, mechanical or electrical breakdown, or failure of any part of the vehicle that is not attributable to a Fire Peril
- Any claim for loss or damage that is also covered, or for which indemnity is available, under any other policy of insurance

Claim Procedure

In the event of a loss or damage covered under this Add-on Cover, the Insured shall:

- Report the incident immediately to the nearest Police Station, wherever applicable, and obtain a copy of the First Information Report (FIR);
- Notify the Company within [48 hours / as prescribed in the Base Policy] of the occurrence of the event giving rise to a claim;
- Not authorise any repairs to the Insured Vehicle until the Company's surveyor has inspected the same, except where emergency repairs are necessary to prevent further damage, in which case the Insured shall preserve damaged parts for inspection;
- Submit the completed claim form, along with a copy of FIR/fire brigade report (if applicable), repair estimates, bills and receipts, photographs, Certificate of Registration, driving licence, and any other documents reasonably required by the Company;
- Co-operate fully with the Company and its appointed surveyor/loss assessor in the investigation and assessment of the claim.

2. THEFT PROTECTION – ADD-ON COVER

(UIN: IRDAN157RPMT0013V01202526/A0016V01202627)

In consideration of the payment of an additional premium as specified in the Policy Schedule, and subject to the terms, conditions, exclusions, and limitations of this Add-on Cover and the Base Policy, the Company agrees to indemnify the Insured against loss of or damage to the Insured Vehicle arising solely due to Theft as defined herein, during the Policy Period.

Subject to the terms and conditions of this Add-on Cover, the Company shall indemnify the Insured against:

- Total Theft of the Insured Vehicle: the complete and permanent loss of the Insured Vehicle as a result of Theft, where the vehicle is not recovered within the period specified under prevailing guidelines (90 days from the date of theft / as per the non-traceable report, whichever is earlier)

The maximum liability of the Company under this Add-on Cover shall not in any circumstances exceed the IDV of the Insured Vehicle as specified in the Policy Schedule, subject to applicable depreciation, deductibles, and the terms and conditions in accordance with the base policy.

NOTE:

Coverage under this Add-on Cover is strictly limited to loss or damage arising from Theft of the entire vehicle.

Theft of accessories, tools, or spare parts alone (without theft of the entire vehicle) is excluded unless specifically declared and covered.

Conditions Specific to this add-on Cover

- This add will not be offered/ applicable if you opted for Section 1 - Own Damage Cover of the Base Policy.
- The Insured shall not be entitled to purchase, avail, or hold Section 1 – Own Damage Cover under the same Base Policy or any co-terminus policy issued by the Company for the same vehicle during the Policy Period.
- If at any time during the Policy Period it is discovered that a Section 1 – Own Damage Cover is operative for the same vehicle and the same Policy Period (whether under the same policy or otherwise), this Add-on Cover shall stand cancelled ab initio from the date of inception, and the Company's liability hereunder shall cease with immediate effect. Premium collected for this Add-on Cover shall be refunded on a pro-rata basis, subject to no claim having been made or paid under this Add-on Cover.
- The registration of a First Information Report (FIR) with the competent Police authority is a condition precedent to any claim under this Add-on Cover for Theft. Claims not supported by a valid FIR shall not be entertained.
- Total Theft claims shall be settled only after production of the Non-Traceable Report / Final Police Report issued by the competent Police authority, or after 90 days from the date of FIR, whichever is earlier, in accordance with the applicable IRDAI guidelines.
- Upon settlement of a Total Theft claim, the Company shall be subrogated to all rights and remedies of the Insured against any third party. The ownership of and title to the Insured Vehicle, if subsequently recovered, shall automatically vest with the Company from the date of settlement of the Total Theft claim.
- This Add-on Cover is valid only within the geographical area as specified in the Base Policy Schedule.

Basis of Claim Settlement

Claims under this Add-on Cover shall be settled as follows:

Total Theft (Vehicle not recovered)

The Company shall pay the IDV of the Insured Vehicle as specified in the Policy Schedule, subject to:

- The applicable compulsory deductible as specified in the Policy Schedule;
- Any outstanding loan/hire-purchase amount, if applicable and intimated to the Company;
- Production of the Non-Traceable Report / Final Police Report;
- Submission of all original vehicle documents including the Certificate of Registration, all sets of vehicle keys, Form 29/30 (Transfer of Ownership) duly signed, and any other documents as required by the Company.

Vehicle Recovered after Claim Settlement

In the event that the stolen vehicle is recovered after the Total Theft claim has been settled by the Company, the Insured shall immediately notify the Company. The ownership of the recovered vehicle shall vest with the Company (having paid the Total Theft claim), unless the Insured, at the Company's option, agrees to refund the claim amount paid and retake possession of the vehicle.

Vehicle Recovered Before Claim Settlement

In the event that the stolen vehicle is recovered before the Total Theft claim is settled, the claim shall be converted to a partial/damage claim for the cost of repairs attributable to damage caused during or due to the Theft, subject to the applicable terms and conditions of this Add-on Cover.

Exclusions Specific to this add-on Cover

The Company shall not be liable under this Add-on Cover for loss, damage, liability, cost, or expense of any kind caused by, arising from, or attributable to:

- Any loss or damage to the Insured Vehicle directly and solely caused by an Attempted Theft.
- Deductible/Excess applicable to the base policy.
- Any claim alleging indirect, consequential, or concurrent causation other than Theft peril shall be excluded.
- Consequential loss of any nature, including but not limited to loss of use, loss of earnings, or diminution in market value
- Partial theft of accessories, spare parts, tools, or in-built or factory-fitted equipment, unless the entire vehicle is stolen simultaneously (theft of accessories alone without the vehicle is excluded);
- Theft of audio/video systems, navigation devices, or electronic accessories not declared to and accepted by the Company;
- Theft by any person who has been entrusted with the vehicle, including a garage/workshop owner, mechanic, driver, employee, or any member of the Insured's household or immediate family;
- Theft occurring due to negligence, fraud, misrepresentation, or wilful act of the Insured or any person acting on their behalf, including leaving the vehicle keys in or on the vehicle;
- Consequential loss of any nature, including loss of use, loss of earnings, diminution in value, or market loss;
- Mechanical or electrical breakdown, depreciation, or wear and tear;
- Any loss covered by another insurance policy or source at the time of loss;
- Damage occurring outside the geographical area specified in the Policy Schedule;

- Any claim not supported by a valid FIR registered with the competent Police authority.

Condition Precedent to Liability

The following are conditions precedent to the Company's liability under this Add-on Cover:

- The Insured shall report the Theft immediately to the nearest Police Station and obtain a duly acknowledged copy of the First Information Report (FIR);
- The Insured shall notify the Company in writing of the Theft within [24 hours / as prescribed in the Base Policy] of discovery;
- The Insured shall provide to the Company all relevant documents including the FIR, vehicle registration certificate, all sets of vehicle keys, driving license of authorised driver, Form 29/30 (Transfer of Ownership), loan/hire-purchase documents (if applicable), and any other documents as required by the Company;
- The Insured shall take all reasonable precautions to safeguard the Insured Vehicle against Theft;
- The Insured shall cooperate fully with the Company and its appointed surveyor/investigator in the investigation of the claim;
- For settlement of a Total Theft claim, the Insured shall produce the Non-Traceable Report / Final Police Report issued by the competent Police authority.

Claim Procedure

In the event of a Theft of the Insured Vehicle, the Insured shall:

- Immediately report the incident to the nearest Police Station and obtain a copy of the duly registered FIR;
- Notify the Company within 24 hours
- Submit the completed claim form to the Company, along with the FIR copy, Certificate of Registration, all vehicle keys, driving licence, and other relevant documents within the time prescribed by the Company;
- Intimate the Regional Transport Office (RTO) about the theft of the vehicle in accordance with the provisions of the Motor Vehicles Act, 1988;
- For total theft, submit the Non-Traceable Report / Final Police Report upon its issuance by the competent Police authority;
- Execute Transfer of Ownership documents (Form 29/30) and deliver all original vehicle documents, keys, and accessories to the Company upon settlement of the Total Theft claim;
- Co-operate fully with the Company and its appointed surveyor/investigator throughout the claims process.

General Conditions Applicable to add-on covers

All terms, conditions, warranties, limitations, exclusions, and exceptions of the Base Policy shall apply to this Add-on Cover to the extent they are not inconsistent with the specific provisions herein.

Cancellation of Add-on Covers shall be governed by the cancellation provisions of the Base Policy.