

## Liability Only Policy - Motor Trade Road Risk - Annual - Prospectus

Your vehicle is one of your most prized possessions. With HDFC ERGO General Insurance Company Limited Motor Insurance policy, your vehicle is protected against any third party liability arising out of use of your insured vehicle. Traditional Motor Policy provides liability only for annual term HDFC ERGO General Insurance Company Limited Motor Trade Road Risk liability only policy provides cover to your prized possession for 1 year to suit your requirements.

### PRODUCT HIGHLIGHTS

- Liability only cover only for Motor Trade Road Risk.
- Toll free help line for any policy queries and claim intimation.
- Fair and transparent claim settlement.

### ELIGIBILITY

The product will be offered to all Motor Trade Road Transit risk eligible for insurance as per the erstwhile Indian Motor Tariff 2002.

### WHAT IS COVERED

Liability to Third Parties:

Provides cover for any legal liability arising out of the use of the vehicle for accidental death / injury to any third party and / or any damage to property owned by third party

### WHAT IS NOT COVERED

1. The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein
  - a. being used otherwise than in accordance with the 'Limitations as to Use'
  - b. or
  - c. 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
2. The Company shall not be liable in respect of any claim arising out of contractual liability.
3. Except so far as in necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under the policy or bodily injury sustained by such person arising out of and in the course of such employment.
4. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
5. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or war like 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 accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim
6. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### CANCELLATION & REFUND

- a) The Insured can cancel the policy at any time during the policy term,

by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured. The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

- b) Under no circumstances can 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.

### RENEWAL CLAUSE

The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

### CLAIMS PROCESS

All third party claims are processed basis the summon received from the court

### CLAIMS INTIMATION

In the event of loss due to an insured event the insurance company must be informed immediately.

Our contact details are as follows:

**Contact us- 022 6158 2020/ 022 6234 6234**

KYC documents as below are mandatory

- 1) PAN Card
- 2) Aadhar Card
- 3) Any other supporting document

### GRIEVANCE REDRESSAL PROCEDURE

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Contact us- 022 6158 2020/ 022 6234 6234
- Emails – grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

**The Complaint & Grievance Redressal Cell ,  
HDFC ERGO General Insurance The Company Ltd.  
D-301,3rd Floor, Eastern Business District (Magnet Mall),  
LBS Marg, Bhandup (West),  
Mumbai – 400078, Maharashtra**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

**To the Chief Grievance Officer  
HDFC ERGO General Insurance The Company Limited  
D-301, 3rd Floor, Eastern Business District (Magnet Mall),  
LBS Marg, Bhandup (West),**

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**Mumbai - 400078, Maharashtra**  
**e-mail: [cgo@hdfcergo.com](mailto:cgo@hdfcergo.com)**

Grievance may also be lodged at IRDAI Integrated Grievance Management system- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website [www.hdfcergo.com](http://www.hdfcergo.com) <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

**ABOUT OUR COMPANY**

**Name of the company** – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)

**Registered & Corporate Office** - 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059.

**Website** – [www.hdfcergo.com](http://www.hdfcergo.com)

**Contact number** – 022 6158 2020/ 022 6234 6234

**Email** – [care@hdfcergo.com](mailto:care@hdfcergo.com)

**DISCLAIMER: THE ABOVE IS DESCRIPTIVE ONLY. THE ACTUAL TERMS AND CONDITIONS CAN BE FOUND IN THE POLICY DOCUMENT. INSURED'S ARE ADVISED TO READ THE POLICY DOCUMENT COMPLETELY FOR A FULL DESCRIPTION OF THE TERMS AND CONDITIONS OF COVERAGE AND THE EXCLUSIONS RELATING THERETO.**

**INSURANCE ACT 1938, SECTION 41 - PROHIBITION OF REBATES**

- 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, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer: provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.