

Frequently Asked Question's (FAQ's) - Motor Insurance

WHAT ARE THE MAJOR COVERS UNDER THE POLICY?

Loss or Damage to the Insured Vehicle caused due to:

- Fire, explosion, self ignition or lightning.
- Burglary, housebreaking or theft
- All act of God perils like earthquake, flood, cyclone etc
- Accidental external means, terrorism, riot and strike

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
- Any damage to property owned by third party

Personal Accident Cover:

The policy provides for a mandatory Personal Accident cover for owner driver and optional cover for passengers covering accidental death and permanent total disability

WHAT ARE THE MAJOR EXCLUSIONS OF THE POLICY?

- General aging, wear & tear, mechanical or electrical breakdown, failure, depreciation, any consequential loss
- Damage by a person driving without a valid license
- Damage by a person driving under the influence of liquor or drugs
- Loss/damage attributable to war, mutiny, nuclear risks
- Damage to tyres and tubes, unless damaged during an accident
- Usage on hire & reward (applicable for all classes except public commercial vehicles)
- Loss or damage to bonnet side parts, mudguard, bumpers, lamps, tyres, tubes, headlights, paint work (applicable for all commercial vehicles; unless opted additionally)
- Loss or damage resulting from overturning arising out of operation as a tool (applicable for mobile cranes, drilling rigs, mobile plants, navvies, shovels, grabs, rippers unless opted for additionally)
- Loss of or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time (applicable to all commercial vehicles & two wheelers)

TRANSFER OF INSURANCE (INCASE VEHICLE IS SOLD)

- No objection letter from the previous insured
- Form 29/30, Sale Deed OR transferred RC copy. In case of smart card, RTO transfer fee paid receipt.
- Differential Premium if any (NCB recovery, PA to Owner - Driver etc)
- NOC from Financier, if applicable.
- Pre-inspection is must if transfer request date is >14 days from the endorsed RC copy date
- Break-in loading >45 days (if applicable)

Additional Documents

- Incase of death of Insured - a. Death Certificate b. Legal heir certificate
- Incase of Employer to Employee transfer - a. Letter from Employer

WHAT CHANGES CAN BE DONE IN MY POLICY ENDORSEMENT

For Changes related to registration of vehicle or vehicle details like

- Correction in registration number/ location / address
- Correction in vehicle make & model/ cubic capacity/ seating capacity/ engine & chassis number/manufacture year

To make above changes, you need following documents:

- Request letter for the change
- Policy copy
- Registration Certificate copy / Invoice Copy for change in vehicle details
- Cheque for additional premium if applicable

For addition of electrical and non electrical accessories, CNG & LPG Kit:

- Request letter for the change
- Policy copy
- Invoice copy (mandatory where value of accessory exceeds ₹ 20,000/-)
- Endorsed Registration Certificate Copy (For CNG/LPG kit)
- Cheque for additional premium

Email or Call us for additional premium details & send relevant documents copy to our customer service office

For Change of financier details (Hypothecation/Lease/Hire-Purchase)

- Request letter for the change
- Policy copy
- Endorsed Registration Certificate copy
- NOC from financier OR form 35 duly signed and stamped by financier

For any endorsements on your policy you can contact us through any of the below mentioned modes:
 E mail us at : care@hdfcergo.com OR Call Toll-free: 1800 2 700 700 (Accessible from India only)
 OR Fax your request at: 022 6638 3669 OR Raise a service request on Insurance Portfolio Organizer (IPO) from www.hdfcergo.com

HOW DO I FILE A CLAIM?

For Accidental Damage to Insured Vehicle (Own Damage Claims):

- Call our customer care Toll-free 1800-2-700-700 (Accessible from India only) if the vehicle meets with an accident and provide your policy number for reference and register the claim
- Alternatively, you can visit and register on IPO (available on website/Download IPO app on your smart phone) by providing personal details, link your policy and register your claim under "Claims" tab

Please keep the following details handy while intimating a claim

- Policy No.
- Registration details/ RC copy
- Drivers details at the time of accident including driving license number
- FIR on a case to case basis
- Repair estimate

WHAT IS THE CLAIM PROCESS?

- If your vehicle can be driven, take it to the nearest dealer / garage.
- Get a repair estimate, fill up the claim form and attach a copy of the registration certificate and driving license of the person driving at the time of the accident.
- If the garage is within our network, you could avail of cashless claim facility. Pay for non accident related repairs, depreciation and deductible. We would settle the rest.
- If the garage is outside our network, you would have to get the claim reimbursed subsequently.

CLAIMS DOCUMENTS - For ACCIDENTAL DAMAGE TO INSURED VEHICLE

- Duly filled and signed claim form & satisfaction voucher
- Registration Certificate (RC)
- Driving license of the person driving at the time of the accident
- Policy copy, original repair estimate, repair invoice
- Payment receipt for non-cashless claims
- Original repair invoice for cashless claims
- AML documents for amount more than 1 lac (PAN card, 2 passport size photo, residence proof)
- Form 35 & original NOC from financier incase of total loss where payment is made to insured
- A copy of police FIR/panchnama is required for TP injury / death / property damage

Additional documents required for commercial vehicles:

- Spot survey
- Load challan
- Fitness certificate
- Route permit

CLAIMS DOCUMENTS: IN CASE OF LOSS DUE TO THEFT

- Duly filled and signed claim form & discharge voucher (after loss settlement)
- Original Registration Certificate (RC)
- Original policy copy
- Copy of FIR lodged at the nearest police station
- All original keys & vehicle invoice copy
- No trace report confirming that the stolen vehicle is not traceable
- Original NOC from financier incase of hypothecation / HPA
- Intimation to RTO for theft of vehicle
- Duly signed RTO transfer papers (Form 26, 28, 29, 30, 35)
- RC extract with stolen remark from the concerned RTO after the loss
- AML documents for amount more than 1 lac (PAN card, 2 passport size photo, residence proof)
- Deed of subrogation cum indemnity on judicial stamp paper

Disclaimer: Where it is brought to the notice of the Company, that vehicle insured which is not a new vehicle but shown as a new vehicle with a malafide intention, claims for total loss of such vehicle would not be admissible, if there is a gap of more than 10 days from date of invoice of vehicle and the proposal date.

WHAT IS NCB?

NO CLAIM BONUS (NCB):

NCB is provided for every claim free year basis the slab as provided by Tariff.

How can I get No Claim Bonus Reserving Letter?

NCB Reserving letter can be provided only on Sale of vehicle evidenced by transferred RC copy OR Sale Deed and Form 29 & 30. The OD section of the policy needs to be transferred to the new owner or cancelled.

HOW DO I RENEW MY POLICY?

- Visit www.hdfcergo.com to renew instantly online
- SMS "RENEW <POLICY NO>" to 9999700700
- Visit our nearest branch / your agent
- Send a copy of the renewal notice along with premium cheque to our branch office / Corporate office
- Call our toll free number 1800 2 700 700 (Accessible from India only)

HOW TO CONTACT US?

Call Toll-free :1800 2 700 700 (Accessible from India only)
 Fax :022 6638 3669
 E-Mail :care@hdfcergo.com
 Write to us at :HDFC ERGO General Insurance Company Limited
 (Customer service office) 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri (East), Mumbai - 400 059
 IPO :Raise a service request on Insurance Portfolio Organizer (IPO)

Manage Your Portfolio

@hdfcergo.com /
Smartphones*

- Link multiple policies
- View/Email your policy
- Register Motor claims
- Track your claim status

- View/Edit your contact details
- Set Renewal Reminders
- Create and track your interactions
- Locate our network garages/ branches

* supports smart phone based on Blackberry, iPhone, Windows 8 & Android platform.

Download IPO mobile application from IPO website post log in

This document is a summary of the benefits offered. The information mentioned above is illustrative and not exhaustive. Information must be read in conjunction with the policy wordings. In case of any conflict between this document and the policy wordings, the terms and conditions mentioned in the policy wordings shall prevail.

STANDARD FORM FOR LIABILITY ONLY POLICY

(Applicable to all classes of vehicles with suitable amendments in 'Limitations as to Use')

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid the premium as consideration for such insurance in respect of events occurring during the period of insurance.

NOW THIS POLICY WITNESSETH:

That subject to the Terms, Exceptions and Conditions contained herein or endorsed or expressed hereon:

i. LIABILITY TO THIRD PARTIES

1. Subject to the Limit of liability as laid down in the schedule hereto, the Company will indemnify the insured in the event of accident caused by or arising out of the use of the Motor Vehicle anywhere in India against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of
 - i. Death or of bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act.
 - ii. Damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured up to the limit specified in the schedule.
2. The Company will also pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the limitations of the indemnity which is granted by this policy to the insured, the Company will indemnify any driver who is driving the Motor Vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply.
4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations 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 conditions of this Policy in so far as they apply.
5. The Company may at its 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 proceedings 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.

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 provisions.

APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person 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 indemnified and such indemnity shall apply in priority to the insured.

PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

Subject otherwise to the terms exceptions conditions and limitations of this Policy, the Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle in direct connection with the vehicle insured or whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent, accidental, external and visible means which independently of any other cause shall within six calendar months of such injury result in

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%

Provided always that,

1. the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. during any one period of insurance.
2. No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

This cover is subject to

- a. the owner-driver is the registered owner of the vehicle insured herein;
- b. the owner-driver is the insured named in this policy.
- c. the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

GENERAL EXCEPTIONS

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'.

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.
2. The Company shall not be liable in respect of any claim arising out of any contractual liability.
3. Except so far as is 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 this 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 not 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.

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.

STANDARD FORM FOR LIABILITY ONLY POLICY

(Applicable to all classes of vehicles with suitable amendments in 'Limitations as to Use')

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident and in the event of any claim. Every letter claim write summons and/or process 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 accident which may give rise to a claim under this Policy.

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.
2. 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. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
3. The insured shall take all reasonable steps to maintain the insured vehicle in efficient condition and the company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured.
4. The Company may cancel the policy by sending seven days notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and (provided no claim has arisen during the currency of the policy) the insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.
5. 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 liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
6. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute/ difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

7. The due observance and fulfillment of the terms, conditions and endorsement 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.

8. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured 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.

NOTE: Where proposal forms are not received, information obtained from an insured whether orally or otherwise is captured in the cover note, if issued, and / or in the policy document. Discrepancies, if any, in the information contained in the policy document may be pointed out by an insured within 30 days from policy issue date after which information contained in the policy shall be deemed to have been accepted as correct.