

**DIGIT COMMERCIAL VEHICLE LIABILITY ONLY POLICY - LEGAL ASSISTANCE COVER****POLICY WORDINGS****(UIN: IRDAN158RP0001V01201718/A0042V01202425)****A. DEFINITIONS**

The words and phrases listed below have specific meanings mentioned hereunder with respect to Coverages and Exclusions, wherever they appear in the document for purpose of reference.

1. **Driver:** A Person hired and authorised by You to drive Your vehicle.
2. **Policy Period:** The Period from the Commencement Date and Time to the Expiry Date and Time as shown in the Policy Schedule of **Vehicle Insurance**.
3. **Road traffic Accident,** A sudden, unforeseen, unintended event arising out of any collision of Insured vehicle in public place caused by external, visible and/or violent means resulting into bodily injury/death of third party
4. **We, Our, Us, Digit:** Go Digit General Insurance Ltd.
5. **Your Vehicle/Insured Vehicle:** The Vehicle Insured by Us under the Commercial Vehicle Policy.
6. **You:** The person or persons or entity whose vehicle are insured as set out in the **Policy Schedule**.

**B. COVERAGE**

Subject otherwise to the terms, exceptions, conditions and exclusions of this Policy, in consideration of payment of an additional premium, it is hereby agreed and understood that this 'Legal Assistance Cover' is provided as an add on cover under Your vehicle insurance policy and can be utilized by You or Your Driver for legal support related to road accident involving the Insured Vehicle and shall be limited to the scope as mentioned below.

Legal Assistance provided under this add on cover will include:

- a) Providing guidance to You / Your Driver regarding any Legal Query. The guidance will be provided by the Company Representatives over a call
- b) Arranging for an Advocate, on best-effort basis, to advise and represent You /Your Driver in legal proceedings before the Magistrate Court only.
- c) Payment of Advocate fees for Your / Your driver's bail, and/or Criminal trial, subject to maximum of sum insured as mentioned in the Policy Schedule.

**C. CONDITIONS**

1. Claims made by You under this add on cover are subject to conditions set forth in Your Vehicle Insurance Policy.
2. Maximum number of Legal Assistance claims payable during the Policy Period will be as mentioned in the Policy Schedule.
3. Any Legal Assistance provided to You / Your Driver should be in direct relation to Road Traffic accident involving the insured vehicle.
4. The Road Traffic Accident must take place within the Policy Period and must be reported to Us immediately, after the Accident.
5. Any potential claims must also be notified to us promptly.
6. You should provide accurate information about the accident / loss and cooperate fully with the appointed legal representatives.
7. Coverage under this add on cover shall be available in Territory of India.
8. Insurer is rendering service through this add-on coverage on the basis of utmost good faith considering that the request of Insured to avail the service is bonafide. In case any fraud/misrepresentation/breach of statutory laws is uncovered by the Insurer at any time post rendering any service under this Legal Assistance cover, then
  - a. This contract of insurance shall be deemed to be void effective from the time the Insured attempted to avail of the benefits of this policy for any case involving breach of statutory laws through misrepresentation and or fraudulent means, notwithstanding whether the Insurer sends a formal notice to this effect or not.

- b. Any benefit extended by the Insurer to the Insured shall be deemed to have been revoked ab-initio.
  - c. Any benefit extended or services rendered in pursuance of his obligation under this contract of insurance by the Insurer in good faith shall not be construed as his being supportive of any such fraud/misrepresentation/breach of statutory laws committed by the Insured.
  - d. Further, the Insurer reserves the right to seek recovery of any amounts paid towards rendering such service from the Insured on Notice of Demand.
9. Any rendering of services by the insurer under this coverage shall be deemed to be only in fulfilment of the contractual obligations under this policy and shall not be construed in any manner whatsoever as an estoppel and/or prejudice the rights of the Insurer in contesting any case/claim/complaint or shall not restrain Insurer from contesting the case on merits against the Insured before any judicial and quasi-judicial authorities including without limitation Motor Accident Claims Tribunals, Employee Compensation/ Commissioners/ Labour Court.
  10. We, solely at Our discretion, may arrange our own lawyer or decide to reimburse you the expense of the advocate arranged at your end, as per limits mentioned in the Policy Schedule.
  11. We shall not be liable for any dispute inter-se between you and the engaged advocate.
  12. This Legal Assistance cover being provided to you is independent of any court order.

#### **D. EXCLUSIONS:**

The Coverage shall not be available:

1. If the date of accident falls beyond the policy duration.
2. In case any information provided is misrepresented, false, fraudulent, or, misleading in nature
3. In case the vehicle was driven by a driver not possessing a valid and effective driving license to drive the insured vehicle at the time of accident
4. In case the insured vehicle did not have necessary Permit on the date of accident
5. In case the insured vehicle was being used for speed-testing or organized racing at the time of loss
6. In case the insured vehicle was being driven by a driver under the influence of drugs, alcohol, or other intoxicating substances at the time of loss
7. To cover any legal liabilities for damages to any personal belongings/goods being carried in the Insured Vehicle at the time of loss
8. In case the insured vehicle has been transferred and the subsequent transferred Ownership was not endorsed on the Policy.
9. In case base mandatory Motor Insurance Policy for the Insured Vehicle is not in-force at the time of accident.
10. In case the Insured Vehicle was being plied in contravention of the law of land.
11. In case road accident attracts any section of BNS (Bhartiya Nyay Sanhita) relating to culpable homicide not amounting to murder, and/or amounting to murder.
12. For any cost or amount pertaining to defence cost incurred without our prior consent.
13. For deliberate, wilful or intentional non-compliance of any statutory provision proved/established in the court judgement
14. Any accidental loss and/or liability caused sustained or incurred outside the geographical area
15. Any Incident occurred or disputes known before You purchased this insurance.
16. Any Fines, penalties, or tax liabilities.
17. Any vehicle related claims or disputes
18. Any claim related to contract disputes or personal matter disputes such as divorce, intellectual property, or bankruptcy.
19. Any debt recovery arising from the insured vehicle

#### **E. PLANS AVAILABLE UNDER THE ADD ON COVER:**

There are 2 plans available under this add on cover. Coverage available under your policy will be as per Plan opted by You and mentioned in the Policy Schedule.

Services	Plans	
	Basic Plan	Standard Plan
a. Guidance regarding legal query provided by the Company Representatives over a call	Yes	Yes
b. Arranging for an Advocate	No	Yes
c. Payment of Advocate fees	No	Yes

**F. CANCELLATION CLAUSE APPLICABLE TO ADD-ON COVER:**

Cancellation Condition of the Add-On Cover will be same as that mentioned in base policy to which this Add-On Cover is attached.

Subject otherwise to all other terms, conditions, limitation and exclusions mentioned in Your Vehicle Insurance Policy.