

# PRIVATE CAR COMPREHENSIVE INSURANCE POLICY

**TPL Insurance**

11th & 12th Floor, Centrepoint, Off Shaheed-e-Millat Expressway,

Adjacent KPT Interchange, Karachi. Postal Code: 74900.

PABX: (021) 37130223 Fax: (021) 35316031-35316032

Email: [insurance@tplinsurance.com](mailto:insurance@tplinsurance.com) Website: [www.tplinsurance.com](http://www.tplinsurance.com)

### **PRIVATE CAR COMPREHENSIVE**

Whereas the declaration dated as stated in the Schedule, which shall be the basis of this contract and is deemed to be incorporated herein has applied to TPL Insurance Limited (“insurer”) for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance in respect of accident loss or damage occurring during the period of insurance.

### **NOW THIS POLICY WITNESSETH**

That subject to the terms, exceptions and conditions contained herein or endorsed or otherwise expressed hereon.

### **SECTION 1: LOSS OR DAMAGE**

The insurer will indemnify the insured against loss of or damage to the motor car and/or its accessories whilst thereon by:

- a) Accidental external means;
- b) Fire external explosion self-ignition, lightening or frost;
- c) Burglary, house-breaking or theft;
- d) Riots and strikes;
- e) Malicious act;
- f) Flood, hail, wind hurricane, cyclone, tornado or typhoon;
- g) Earthquake, volcanic eruption or other convulsions of nature; and
- h) Whilst in transit by air, road, rail, inland waterways, lift or elevator.

The Insurer shall not be liable to make any payment in respect of:

- a- Consequential loss, depreciation, wear & tear, scratches (light or deep), mechanical or electrical-break-downs, failures or breakages;
- b- Damage to tires and battery unless the motor car is damaged at the same time when the liability of the insurer is limited to 50% of the replacement;
- c- Loss arising from theft or criminal misappropriation or criminal breach of trust by insured's driver or known person.

Loss arising from the theft of hybrid vehicle's battery and/or hybrid synergy drive system will be limited to 50% of the value thereof and shall only be payable if the same is accompanied by auto body damage. However, theft or accidental damage to any programmable key shall not be covered under the Policy.

If a claim for navigation/accessory theft arises more than once during a single policy period than the liability of the insurer shall be limited to 50% of the value of the item stolen for any subsequent claim(s).

In the event of the motor car being disabled by reason of loss or damage covered under this policy, the insurer will bear the reasonable cost of protection and removal to the nearest repairs shop and of

delivery to the insured but not exceeding Rs. 1,000/- in respect of any one accident. The insured may authorize the repair of the motor car necessitated by damage for which the Insured may be liable under this policy provided that:

- a) Estimated cost of such repair does not exceed Rs. 1,000/-;
- b) Insurer is furnished forthwith with a detailed estimate of the cost; and
- c) Insured gives the insurer every assistance to see that such repair is necessary and the charge is reasonable

## **SECTION 2: LIABILITY TO THIRD PARTIES**

1. Insurer will indemnify the insured in the event of accident caused by or arising out of the use of the motor car against all sums including Insured's cost and expenses which the Insured shall become legally liable to pay in respect of:
  - a) Death of or bodily injury to any person but except in so far as is necessary to meet the requirements of Section 95 of the Motor Vehicles Act, 1939, the insurer shall not be liable where such death or injury arises out of and in the course of the employment of such person by the Insured;
  - b) Damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured, subject to annual aggregate limit of Rs. 50,000/-.
2. Insurer will 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 Section to the Insured, the Insurer will indemnify any driver who is driving the motor car on the insured's order or with his permission provided that such driver:
  - a) Is not entitled to indemnity under any other Policy;
  - b) Shall, as though he were the insured observe, fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.
4. In the event of the death of any person entitled to indemnity under this policy the insurer will, in respect of the liability incurred by such person, indemnify his personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall as though they were the insured, observe, fulfill and be subject to the terms exceptions and conditions of this policy in so far as they can apply.

5. Insurer 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 section;
- 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 section.

6. In terms of and subject to the limitations of the indemnity which is granted by the section in connection with the motor car, the insurer will indemnify the insured whilst personally driving a private motor car (but not a motor cycle) not belonging to him and not hired by him under a hire purchase agreement.

### **SECTION 3: MEDICAL EXPENSES**

The insurer will pay to the insured the reasonable medical expenses not exceeding Rs. 350/- in respect of any one accident unless an enhanced special cover has been availed in connection with any bodily injury, by violent accident external and visible means, sustained by the insured or any occupant of the motor car as the direct and immediate result of an accident to the motor car.

### **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, 1939, Section 96.

But the insured shall repay to the insurer all sums paid by the insurer which the insurer would not have been liable to pay but for the said provisions.

### **GENERAL EXCEPTIONS**

The insurer shall not be liable under this policy in respect of:

1. Any accident loss, damage and/or liability caused sustained or incurred outside the geographical area i.e. Karachi.
2. Any claim arising out of any contractual liability.
3. Any accident loss, damage and/or liability caused sustained or incurred whilst any motor car in respect of or in connection with which insurance is granted under this policy is:
  - a) Being used otherwise than in accordance with the limitations as to use; or

- b) Being driven by any person other than a driver as described in the schedule;
  - c) Being used as rent vehicle.
4. a) Any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
  - b) Any liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
5. Any accident loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
  6. Any accident loss, damage and/or liability caused sustained or incurred after any variation in or termination of the insured's interest in the motor car.
  7. Any liability whatsoever in nature, directly or indirectly, caused by or contributed to or by, arising from any act of terrorism of any person or organization.
  8. Any claim arising out of illegal or criminal activities of the Insured or with the consent of the Insured.
  9. Any claim which is found to be fraudulent and
    - a) Insured or anyone acting on the insured's behalf has provided false and/or forged documents or has provided delayed information to the insurer;
    - b) It is found that the vehicle has not been legitimately registered with the respective authorities by the insured or any previous owner of the vehicle, as required under the law.
  10. If any stolen vehicle has been recovered, but due to it being in the possession of the Law Enforcing Agencies/Court. It will then be the insured's responsibility to initiate legal proceeding for the return of the vehicle, under intimation to the insurer.

The insurer shall not be liable in respect of any accident, loss, damage and/or liability, directly or indirectly, proximately or remotely, occasioned by, contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after

declaration of war), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection, military or usurped commotion, assuming the proportions of or amounting to a connection with any organization with activities directed towards the overthrow by force of the Government, de jure or de facto, or to the influencing of it by terrorism or violence or by any direct or indirect consequences of any of the said occurrences and except under Section 21 (a) of this policy whilst the insured or any person driving with the general knowledge and consent of the insured is under the influence of intoxicating liquor, drugs 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 of any consequence thereof and in default of such proof the insurer shall not be liable to make any payment in respect of such a claim.

## **SCHEDULE ATTACHED TO AND FORMING PART OF POLICY**

### **SPECIAL PROVISIONS REGARDING INSTALLATION OF TRACKING UNIT**

1. TPL Insurance Limited (the “insurer”) is the sole owner of the tracking unit installed at its cost in the insured vehicle, essential to help reduce the risk of it being stolen and record the insurer’s driving habits to ascertain the premium on renewals.
2. For any reason leading to the cancellation of this Insurance Policy, the insurer reserves the right to discontinue the services and remove/repossess the tracking unit, at all times.
3. Insured will ensure the safety of the tracking unit at all times, however the insured can avail the services subject to the limitations as stated under its terms and conditions contracted with TPL Trakker Limited (“Tracking Company”) or any other tracking company.
4. Tracking unit has been installed conforming to the criteria of petrol as mode of fuel. In case the insured modifies the vehicle from petrol mode of fuel to CNG or Diesel, he/she has to inform the insurer in advance. Subject to payment of applicable fees, the insurer will arrange upgrade of such a change. **Failure to do so will render the insurance policy canceled.** The insurer will retain the premium as per its short-period scale for the period it has assumed risks.
5. Insured undertakes not to remove the battery from the terminal of the vehicle other than for normal servicing of the insured vehicle or while the Insured vehicle is under-going repair work due to an accidental damage. In such a case, it shall be the responsibility of the insured to inform Trakker Control Room (“TCR”) of the removal of the battery and subsequently of the vehicle becoming roadworthy.

6. Insured will allow the tracking company to conduct maintenance check-ups/repairs of the tracking unit installed in the vehicle. In case the insured does not allow the insurer for maintenance within 2 working days, the insurer reserves the right to cancel the policy. Refund of the balance premium, if any, will only be allowed after the tracking unit has been returned and retaining the premium as per the Short Period Rates mentioned herein for the period the insurer had assumed risks in respect of the vehicle.
7. Insurer will not be liable for loss of the vehicle or any other damage if the insured fails to provide the vehicle, upon request of the tracking company, for the purpose of conducting maintenance on the tracking unit.
8. If the tracking unit is damaged due to any tampering, the insured will pay for the damages/replacement.
9. If the insured wishes to retain the tracking unit, he/she has to pay for the unit. The insured will however have to bear the transfer fees charged by the tracking company as per terms applicable.
10. In case of any false alarm, reporting of theft, the insured will be required to pay a service fee limited to a sum of Rs. 15,000/- (Rupees fifteen thousand only), to the tracking company for its response/recovery. However, the insured will continue to be responsible for any claim/damages as a result of such an action by the tracking company.
11. It is mandatory upon the insured to immediately intimate both the insurer and the tracking company of any changes in personal data i.e. address, telephone numbers (landline & cell), secondary user, etc.
12. If the insured feels inconvenienced due to issues/glitches arising out of the operation and services of the tracking unit, an electronic device being an on board computer, **discontinuation of the policy may be requested and refund of the premium for the remaining period** as per the pro-rata basis mentioned herein, will be given upon the removal of the tracking unit and no further claim will be demanded/entertained.
13. All the terms and conditions contracted by the insurer with the tracking company or any other tracking company will also be binding on the insured.
14. It is hereby warranted that the vehicle(s) insured under this policy and/or added through endorsement(s) is/are fitted with a vehicle tracking device of a company approved by the insurer for the entire duration of cover as provided in the policy or altered through an endorsement.

15. If at the time of any theft/snatching/burglary claim(s) arising under this policy, it is found that the vehicle tracking device is not fitted in the vehicle, or has been removed from the vehicle, or is not operational or is not maintained as stipulated by the manufacturer/supplier of tracking device, the insurer shall not be liable to pay such claim(s).

#### **ADDITIONAL ACCESSORIES CLAUSE**

No liability in respect of loss or damage to the additional accessories (other than factory fitted) installed by the insured shall be attached to the insurer unless such additional accessory(ies) has/have been declared to the insurer along with a copy of the receipt in respect of purchase of such accessory(ies) with the new vehicle and additional premium, if any, paid thereon.

The insurer will be liable to cover up a total of Rs. 20,000/- (in all) or the actual value of other accessories, **whichever is less**, other than vehicle's battery and spare wheels.

The provisions of this clause apply only to additional accessories and does not apply to Navigation System.

#### **AREA CLAUSE (VEHICLES PLYING IN BALOCHISTAN)**

Notwithstanding anything to the contrary contained in this policy it is hereby understood and agreed that the insurer will not receive any payment against any claim in the event of theft, snatching, total loss and own damage/partial loss to the vehicle whilst plying in Balochistan unless the insurer has given permission to do so on its letterhead and signed by the Manager Underwriting.

#### **CONDITIONS FOR CNG AND DIESEL MODE**

The tracking unit installed in your vehicle conforms to Petrol as mode of fuel. In case, you want to modify your vehicle from Petrol to Gas or Diesel please inform us in advance so that we can arrange, at a cost, upgrading of your vehicle.

It should be noted that the insurer shall not be liable for loss due to snatch or theft if the insured does not inform the Insurer about the fuel mode change.

#### **DOCUMENTS REQUIRED FOR THEFT/SNATCH OR TOTAL LOSS OF VEHICLE**

1. Claim form duly completed and signed
2. Carbon copy of the F.I.R. duly stamped by the police authority
3. Original registration book with tax paid receipt
4. Driving license (photocopy)



5. Original policy/certificate
6. Original manufacturer's invoice
7. Original manufacturer's sales certificate from the relevant showroom
8. Copy of C.N.I.C. card of insured
9. Letter of subrogation duly executed on Rs. 50/- stamp paper
10. Open transfer letter duly executed on Rs. 50/- stamp paper
11. Police final investigation report; in case of delay in the final police report an undertaking on Rs. 20/- stamp paper confirming that the final report will be submitted within 90 days
12. All the car keys
13. Loss discharge voucher

#### **POLICY TERMINATION/CANCELLATION**

The Insurance Policy shall be considered as terminated/canceled upon termination of the auto lease and finance facility from the bank and/or financial institution or also upon the lease being paid off even before the expiry of the insurance policy with immediate effect and no claim will be entertained by the insurer.

Subject to the clause above, in the event of termination/cancellation of the auto lease and finance facility from the bank, the bank and/or financial institution shall immediately notify the insurer of the same and the insurer shall accordingly notify the insured regarding the termination/cancellation of the policy.

#### **SHORT PERIOD CANCELLATION/TERMINATION**

When policies are canceled at the insured's request, the refund of premium is to be calculated after charging premium in accordance with the following scale, provided that any claim(s) (irrespective of nature and amount) has not been taken during that year.

<b>Period not Exceeding</b>	<b>Proportion of Annual Premium Charged</b>
1 week	12.50%
1 month	25.00%
2 months	37.50%
3 months	50.00%
4 months	62.50%
6 months	75.00%
8 months	87.50%
Over 8 months	Full Annual Premium

**NAVIGATION CLAUSE**

It is hereby understood and agreed that this policy does not cover Navigation Systems installed in the vehicle unless specifically declared, endorsed in the policy schedule and insurance premium of navigation paid. For the purpose of declaration of value, the insurer's liability will be paid as per value mentioned in the policy/endorsement, subject to depreciation clause.

**No claim for SD Card shall be entertained as it is easily uploaded/removed.**

**CONDITIONS FOR VEHICLES USING CAREEM AND UBER SERVICES**

- 1- Insured is bound to inform the insurer if the insured vehicle is to be used under Careem, Uber or a similar kind of service for which a special tariff of premium will be charged and also duly endorsed in this policy
- 2- Insurer is authorized to decline any claim in case it is learnt at any stage that the vehicle was registered or being used under Careem, Uber or similar kind of services which are not specifically mentioned/endorsed under the subject vehicle policy.

**PREMIUM PAYMENT CLAUSE**

1. It is hereby understood and agreed that no insurance policy shall be issued where premium has not been received by the insurer except under the circumstances set out below:
  - a) If a cover note has been issued, prior to the receipt of premium, in order to enable the intending policyholder to review the details and scope of coverage being offered. The said cover note shall be for a period of seven (7) days, after which it shall be replaced with an insurance policy, subject to receipt of premium by the insurer and
  - b) If it has been mutually agreed that the premium shall be paid in installments and the first of the aforementioned installments has been paid by the insured. In such a case, a policy schedule shall be provided, clearly specifying the number of agreed installments, their amounts and their due dates. If the installments are not received within the scheduled due dates, the policy shall be suspended accordingly till the entire outstanding payment is made by the Insured.
2. Subject to clause 1 above, if the premium due under this policy has not been so paid to the insurers by the \_\_\_\_ day from the inception of this policy or expiry of the cover note, the insurers shall have the right to cancel the policy by notifying the insured and any other party(ies) in writing. In the event of cancellation, premium shall be due to the insurers on pro rata basis for the

period that the insurers were on risk but full policy premium shall be payable to the insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

3. It is further agreed that insurers shall give 15 days prior notice of cancellation to the party and any other party(ies) in writing, if premium due is paid in full to insurers before the notice period expires, notice of cancellation shall be deemed to be revoked. If not, the policy shall be deemed to be terminated at the end of the notice period.
4. It is also understood and agreed that in case this policy is on co-insurance basis, the leading co-insurer namely \_\_\_\_\_ is authorized to exercise rights under this clause on its own behalf and on behalf of all co-insurers participating in this contract. If any provision of this clause is found by any court of administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability, will not affect the other provisions of this clause which will remain in full force and effect.

#### **RIOTS AND STRIKES ENDORSEMENT**

It is hereby agreed and declared that notwithstanding anything in the written policy contained to the contrary, the insurance under this policy shall extend to cover riots and strikes damage, which for the purpose of this endorsement shall mean (subject always to the special conditions hereinafter contained).

Loss of or damage to the property insured directly caused by:

1. Act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) not being an occurrence mentioned in condition 2 of the special conditions hereof.
2. Action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. Willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lockout.
4. Action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

**SPECIAL CONDITIONS APPLICABLE TO THIS EXTENSION**

1. (i) This insurance does not cover:

- a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever
- b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building
- e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material

Provided nevertheless that the company is not relieved under (c) or (d) above of any liability to the insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

- (ii). This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this condition 1 (ii) only combustion shall include any self-sustaining process of nuclear fission.

2. This insurance does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, arising out of, or in connection with any of the under mentioned occurrences regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, cost or expense.

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

- b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- c) Any act of terrorism - for the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of violence and/or the threat thereof, or an act harmful to human life, tangible or intangible property or infrastructure, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This condition also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the above stated occurrences.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence of directly or indirectly any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

- 3. Unless otherwise expressly stated in the policy this insurance does not cover:
  - a) Goods held in trust or on commission
  - b) Bullion or unset precious stones
  - c) Any curiosity or work of art for an amount exceeding Pak Rs. 10,000/-
  - d) Manuscripts, plans, drawings or designs, patterns, models or molds

- e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer systems records
  - f) Explosives
4. This insurance may at any time be terminated by the company on notice to that effect being given to the insured, in which case the company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancellation. If the insurance be terminated at the request of the insured the company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the company shall retain a premium calculated according to its customary short period scale for the time that the said insurance has been in force.
5. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this endorsement be collectively of greater value than the sum insured thereon, the insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item if more than one, of this policy shall be separately subject to this condition.

Provided that it is hereby further expressly agreed and declared that:

- (i). All the conditions of this policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above special conditions and any reference of fire in the conditions of the policy shall be deemed to include the perils hereby insured against
- (ii). Special conditions herein shall apply only to the insurance granted by this extension and the conditions of the policy shall apply in all respects to the insurance granted by the policy as of this endorsement had not been made thereon

## COMPLAINTS IN RESPECT OF INSURANCE POLICY

If you have any complaint or grievance against the insurance company, broker, agent, surveyor or bank representative in respect of your insurance policy, you may file your complaint with the following offices:

### 1. Federal Insurance Ombudsman

2nd Floor, Pakistan Red Crescent Society Annexe Building,  
Plot No. 197/5, Dr. Daud Pota Road, Karachi

Phone: 021-99207761 - 2

Website: [www.fio.gov.pk](http://www.fio.gov.pk)

### 2. Official Coordinator, Small Disputes Resolution Committee (Islamabad)

The Management Executive, Insurance Division,  
3rd Floor, NIC Building, 62-Jinnah Avenue,  
Blue Area, Islamabad

Phone: 051-9207091 - 4 (Ext. 439)

Email: [complaints@secp.gov.pk](mailto:complaints@secp.gov.pk)

### 3. Official Coordinator, Small Disputes Resolution Committee (Karachi)

The Deputy Director, Specialized Companies Division,  
5th Floor, State Life Building No. 2, Wallace Road,  
Off I.I. Chundrigar Road, Karachi

Phone: 021-32414204

Email: [complaints@secp.gov.pk](mailto:complaints@secp.gov.pk)

### 4. Official Coordinator, Small Disputes Resolution Committee (Lahore)

The Deputy Registrar of Companies, Company Registration  
Office - Lahore,

Associate House, 3rd & 4th Floor, 7-Egerton Road, Lahore

Phone: 042-99204962 - 6 (Ext. 28)

Email: [complaints@secp.gov.pk](mailto:complaints@secp.gov.pk)

## بیمہ پالیسی کے متعلق شکایات

اگر آپ کو اپنی بیمہ پالیسی کے متعلق انشورنس کمپنی، بروکر، ایجنٹ، سرویسیز یا بینک نمائندے کے خلاف کوئی شکایت ہو تو آپ درج ذیل دفاتر میں رابطہ کر سکتے ہیں:

دفتری رابطہ کار (لاہور)  
 سماں ڈسپوٹس ریزولوشن کمیٹی  
 سیکورٹیز اینڈ ایکسچینج کمیشن آف پاکستان  
 ایسوسی ایٹ ہاؤس، تھرڈ فلور، 07-ایگریٹن روڈ، لاہور  
 فون: 042-99204962-66  
 ای میل: [complaints@secp.gov.pk](mailto:complaints@secp.gov.pk)

وفاقی انشورنس محتسب  
 سیکنڈ فلور، پاکستان ریڈ کرینٹ سوسائٹی، انکیسی بلڈنگ،  
 پلاٹ نمبر 197/5، ڈاکٹر داؤد پوتاروڈ، کراچی  
 فون: 021-99207761-62  
[www.fio.gov.pk](http://www.fio.gov.pk)

دفتری رابطہ کار (کراچی)  
 سماں ڈسپوٹس ریزولوشن کمیٹی  
 سیکورٹیز اینڈ ایکسچینج کمیشن آف پاکستان  
 فقیر فلور، اسٹیٹ لائف بلڈنگ نمبر 02، ولاس روڈ،  
 آف آئی آئی چندریگر روڈ، کراچی  
 فون: 021-32414204  
 ای میل: [Complaints@secp.gov.pk](mailto:Complaints@secp.gov.pk)

دفتری رابطہ کار (اسلام آباد)  
 سماں ڈسپوٹس ریزولوشن کمیٹی  
 سیکورٹیز اینڈ ایکسچینج کمیشن آف پاکستان  
 تھرڈ فلور، این آئی سی ایل بلڈنگ، اسلام آباد  
 فون: 051-9207091-4 (Ext. 439)  
 ای میل: [complaints@secp.gov.pk](mailto:complaints@secp.gov.pk)



## CNG CYLINDER CLAUSE

### Special Conditions

It is hereby understood and agreed that any loss to the insured's vehicle due to CNG cylinder(s) installed in policy vehicle shall be payable, provided that:

1. Seamless CNG cylinder(s), manufactured as per NZS 5454-1989 standard is installed.
2. LPG, Oxygen, Nitrogen, Acetylene Cylinder(s) are not used for CNG.
3. Cylinder is either fitted by the vehicle manufacturer or from an authorized vendor
4. CNG cylinder(s) test certificate is obtained from the CNG licensee if the insured vehicle is converted to CNG
5. Periodic Test Life certificate from Hydro Carbon Development Institute of Pakistan (HDIP) is required for the following:
  - a. Imported (new/reconditioned) vehicles
  - b. Five (5) or more years old vehicles (factory fitted CNG)
  - c. New/Old vehicles (CNG fitted by the owner/user)

### Special Exclusions

It is hereby understood and agreed that insured shall not receive any payment in case of any accidental loss/damage/liability claim or consequential loss or damage caused by explosion of CNG cylinder unless the Insured provides the valid certificate issued by the competent authorities approved by the Federal/Local Government authority which confirms the fitness of the CNG kit/tank/accessories. If the insured fails to comply with the terms and conditions of this warranty no liability of any kind will be attached to the Insurer for any loss/damage/liability claim caused by explosion of CNG tank/cylinder/accessories under any circumstances.

### IMPORTANT NOTICE

In case of any further query or clarification, please contact the below given numbers for the following:

For insurance/policy/terms and conditions/accidents/claims;  
021-111-000-301

In the event of theft/snatching of your vehicle or Trakker service, please immediately inform the Trakker Control Room;  
021-111-000-300  
0800-01616  
1616 (For Mobilink & Ufone users)  
021-34525252



Also immediately inform the Police Control Room, Citizens; Police Liaison Committee (CPLC) and TPL Insurance Limited at the following addresses:

**Sindh Police Control Room**

15  
fir@karachipolice.gov.pk

CPLC  
Central Reporting Cell  
Sindh Governor's Secretariat  
Karachi  
021-35683333  
Info@cplc.org.pk  
111-222-345

TPL Insurance Ltd.  
11th Floor, Centrepont, Off Shaheed-e-Millat Expressway,  
Near KPT Interchange, Karachi  
111-000-301  
tdi.cl@tplholdings.com

**PLEASE DO NOT WAIT FOR THE FIR TO BE LODGED,  
IMMEDIATELY CALL THE RELEVANT EMERGENCY NUMBERS  
AND SUBSEQUENTLY INFORM AT THE ABOVE ADDRESSES**

**HYPOTHECATION CLAUSE**

It is hereby declared and agreed that the insured's vehicle described in the schedule to this policy is pledged to M/s \_\_\_\_\_ (hereinafter referred to as the "pledgee") and it is further declared and agreed that the said pledgee is interested in any money which but for this endorsement would be payable to the insured under the policy in respect of the loss or damage to the said motor vehicle (which loss or damage is not made good by repair, reinstatement or replacement) and such money shall be paid to the pledgee as long as they are the pledgee of the motor vehicle and their receipt shall be a full & final discharge to the insurer in respect of such loss or damage.

Save by the endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the insured or the insurer respectively under or in connection with this policy or any terms, provision or condition thereof.

**MARKET VALUE CLAUSE**

It is hereby understood and agreed notwithstanding anything to the contrary contained in this policy that in the event of loss or damage to the vehicle and/or its accessories for which the insured will be indemnified necessitating the supply of a part; the insured will be indemnified in respect of any such part but shall be limited to:

- (a) i. Price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the vehicle is held for repair; or
  - ii. If no such catalogue or price list exists, the price list obtained from the manufacturer's works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle is held for repair and any other import duties and/or charges which may be compulsorily incurred and
- (b) Reasonable cost of fitting such part

It is further declared and agreed that if in the event of any claim for loss and/or damage, the insured's estimate of value stated in the schedule hereto is less than the full market value (which includes such components as customs duty and sales tax); the liability of the insurer for such loss or damage to the vehicle or parts thereof will be reduced in the same proportion which the insured's estimate of value stated in the schedule hereto, bears to the market value at the time of loss.

Nothing in this endorsement shall affect the allowance for depreciation of the vehicle or parts thereof, as is normally made on used vehicles.

Subject otherwise to the terms, exceptions, conditions and limitations of the policy.

If the vehicle is insured for less than its market value, in the event of a partial loss, any claim (labor as well as parts placed) will be reduced in proportion to the amount the vehicle's sum insured bears to the market value of that particular vehicle. **In the event of theft or total loss, the sum insured or the market value of the vehicle, whichever is less shall be paid.**

#### **DEPRECIATION CLAUSE (APPLICABLE ON ALL REPLACEMENTS)**

It is a condition of this policy that in the event of a claim, following rates of depreciation will be applied on all replacements, including glass and plastic items. The charge of depreciation is from year of manufacturing of vehicle and not the year of registration.

1-3 months	No depreciation
4-6 months	5%
7-12 months	10%
13-24 months	20%
25-36 months	30%
37-48 months	40%
49-60 months	50%
61-72 months	60%

#### **TRANSFER OF INTEREST/POLICY**

This policy is not transferable to any other person or persons unless the insurer's written consent has been obtained. If the motor vehicle is disposed off, you are bound to inform and return the certificate of insurance at once. Failure to do so is a punishable offence under the Motor Vehicle Act, 1939. If the certificate has been lost, immediate notice must be given to the insurer to re-issue the same upon receipt of the written request.

#### **KARACHI JURISDICTION CLAUSE**

It is hereby declared and agreed that in case of any claim or dispute arising hereunder, the same shall be decided in Karachi and further that legal proceedings in respect of any such claim of dispute shall be instituted in a competent court in the city of Karachi only and the court of Law at Karachi have exclusive jurisdiction, to which the parties submit.

#### **TERRORISM ENDORSEMENT**

Endorsement extending the insurance under Policy No. \_\_\_\_\_ It is hereby declared and agreed that the insurance under this policy shall extend to include:

Loss or damages to the vehicle/s under the policy by an act of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of this extension but not otherwise:

Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting public or any section of the public in fear.

Provided always that except in so far that they may be varied by this endorsement, all other provisions, terms, conditions and exceptions of the policy remain unaltered.

### **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 parts to this policy or of the schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the insurer 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 insurer shall require. Every letter, claim, write, summons and/or process shall be forwarded to the insurer immediately on receipt by the insured. Notice shall also be given in writing to the insurer 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 the claim under this policy, the insured shall give immediate notice to the Police and co-operate with the insurer in securing the conviction of the offender.
2. No admission offer, payment promise or indemnity shall be made by or given by or on behalf of the insured without the written consent of the insurer which shall be entitled if it so desires to take over and conduct in the name of the insured the defense or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or damages 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 insurer may require.
3. Insurer may at its own option repair, reinstate or replace the motor car or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the insurer shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and shall in no case exceed the insured's estimate of the value of the motor car (including accessories thereon) as specified in the schedule or the value of the motor car (including accessories thereon) at time of the loss or damage, whichever is the less.

4. Insurer will apply deductible/excess of Rs. 15,000/- or more during the currency of policy, if the total claims taken during the policy period exceeds 125% of the gross premium paid on the policy.
5. Insured shall take all reasonable steps to safeguard the motor car from loss or damage and to maintain it in efficient condition and the insurer shall have at all times free and full access to examine the motor car or any part thereof or any driver or employee of the insured, In the event of any accident or breakdown the motor car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the motor car be driven before the necessary repairs are effected any extension of the damage or any further damage to the motor car shall be entirely at the insured's own risk.
6. Insurer may cancel this policy by sending 7 days' notice by registered letter to the insured at his last known address and in such event will return to the insured the premium paid less the pro rata portion (provided no claim has arisen during the current period of insurance) thereof for the period the policy has been in force or the policy maybe canceled at any time by the insured on 7 days' notice and (provided no claim has arisen during the current period of insurance) the insured shall be entitled to a return of premium, less premium at the insurer's short period rates for the period the policy has been in force.
7. If at time any claim arises under the policy and there is any other existing insurance covering the same loss, damage or liability, the insurer shall not be liable to pay or contribute more than its rateable proportion of any loss, damage compensation costs or expenses.

Provided always that nothing in this condition shall impose on the insurer any liability from which but for this condition it would have been relieved under proviso (a) of Section 11(3) of this policy.

8. If any difference arises as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to the decision of any Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator, to the decision of 2 Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties, or in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the insurer.

9. Due observance and fulfillment of the terms conditions and endorsements 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 insurer to make any payment under this policy.

### **NO CLAIM BONUS**

In the event of no claim being made or arising under this policy during a period of insurance specified below immediately preceding the renewal of the policy, the renewal premium for such part of the insurance as is renewed shall be reduced as follows:

Period of insurance	Reductions (comprehensive policies)
No claim made or pending during the preceding 1 year of insurance	5%
No claim made or pending during the preceding 2 consecutive years of insurance	10%
No claim made or pending during the preceding 3 consecutive years of insurance	15%
No claim made or pending during the preceding 4 consecutive years of insurance	20%
No claim made or pending during the preceding 5 consecutive years of insurance	25%

If the insurer shall consent to a transfer of interest in this policy the period during which the interest was in the transferor shall not accrue to the benefit of the transferee.

If more than one motor car is described in the schedule, the No Claim Bonus shall be applied as if a separate policy had been issued in respect of each such motor car.

The insurer reserves the right to change the aforementioned No Claim Bonus Benefit without giving any prior notice to the insured.

### **LOSS OF BONUS**

The No Claim Bonus should not be totally withdrawn in the event of a claim, but should be reduced by 2 steps for each claim for partial loss until the insured has reached the basic premium. After that his premium will be loaded as per scale given in paragraph 5 above, otherwise period of qualification for bonus then commences de novo as from the next renewal date.

### SCHEDULE OF LOADING

If the insured is not entitled to No Claim Bonus at the commencement of the current period of insurance and makes one or more claim(s) during the period of insurance, the basic premium at next renewal shall be loaded in accordance with the under noted scale. If following the imposition of such a loading the insured does not make any claim during that policy year, the basic premium only at next renewal will apply.

Period of insurance	Loadings
1 claim in preceding period of insurance	10% of basic premium
2 claims in preceding period of insurance	20% of basic premium
3 claims in preceding period of insurance	30% of basic premium
4 claims in preceding period of insurance	40% of basic premium

Signed for and on behalf of the insurer at this

\_\_\_\_\_

Day of

\_\_\_\_\_

Authorized Signature