PRIVATE CAR
COMPREHENSIVE POLICY

The Crescent Star Insurance CompanyLimited
Estd.1957

UAN: 021-111-274-000**Phone:** +92-21-32415471-72 **Fax:** +92-21-32415474

PRIVATE CAR COMPREHENSIVE POLICY WORDINGS

Whereasthe insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed tobe incorporated herein has applied to the Company 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 I - LOSS OR DAMAGE

The Company will indemnify the insured against loss ofor damage to the Motor Car and/or its accessories whilst thereon by:

a. accidental external means
b. fire external explosion self-ignition or lighting or frost
c. burglary house-breaking or theft
d. riot, strike
e. malicious act
f. flood, hail, wind hurricane, cyclone, tornado or typhoon
g. earthquake volcanic eruption or other convulsion of nature and
h. whilst in transit by air road rail inland waterway lift or elevator

The Company shall not be liable to make any payment in respect of;

a. consequential loss, depreciation, wear and tear, scratches (light or deep) mechanical or electrical-break-downs, failures or breakages
b. damage to tyres and battery unless the motor car is damaged at the same time when the liability of the Company is limited to 50 % of the replacement and
c. loss arising from theft or criminal misappropriation or criminal breach of trust by Insured's Driver or known person.

In the event of the motor car being disabled by reason of loss or damage covered under this policy the Company will bear the reasonable cost of protection and removal to the nearest repairers and of delivery to the insured but not exceeding in all Rs.500 in respect of any one accident.

The insured may authorize the repair of the motorcar necessitated by damage for which the Company may be liable under this policy provided that

a) the estimated cost of such repair does not exceed Rs. 500/-
b) the Company is furnished forthwith with a detailed estimate of the cost and
c) the insured shall give the Company every assistance to see that such repair is necessary and the charge is reasonable.

SECTION II- LIABILITY TO THIRD PARTIES

1. The Company 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 claimant'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 far as is necessary to meet the requirements of Section 95 of the Motor Vehicles Act,1939, the Company 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 ofthe Insured,
2. The Company 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 Company will indemnifyany driver who is driving the Motor Caron 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 Company 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. 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 section and (B) undertake the defence 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.

SECTION III- MEDICAL EXPENSES

The Company will pay to the insured the reasonable medical expenses not exceeding Rs.350/- in respect of any one accident incurred 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 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.

GENERAL EXCEPTIONS

The Company 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-
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 there from 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 of whatsoever nature directly or indirectly caused by or contributed to by or 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 consent of the insured.

The Company 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 by any direct or indirect consequences of any of the said occurrences.

Except under Section II-1 (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 Company shall not be liable to make any payment in respect of such a claim.

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 Company 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 Company shall require. Every letter claim writsummons and/or process shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Companyimmediately 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 Company in securing the conviction or the offender.
2. No admission offer promise payment or indemnity shall be made by or given by or on behalf of the insured without the written consent of theCompany 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 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 Companymay require.
3. The Company 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 Company shall not exceed the actual value of the parts damaged or lost plus thereasonable 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. The insured shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain it in efficient condition and the Company 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.
5. 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 two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do 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 Company.
6. If at time any claim arises under the Policy there is any other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under proviso (a) of Section 11-3 of this Policy.
7. The 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 Company to make any payment under this Policy

8. The Company may cancel this Policy by sending seven 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 cancelled at any time by the Insured on seven days' notice (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 Company's short period rates for the period the Policy has been in force as per following schedule.

Period of insurance	Refund Premium Amount Percentage
1 Week	87%
1 Months	75%
2 Months	65%
3 to 4 Months	60%
4 to 5 Months	50%
5 to 6 Months	35%
6 to 7 Months	25%
7 to 8 Months	12%
Over 8 Months	Nil

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 he reduced as follows:

Period of insurance	Discount
The preceding year	5%
The preceding Two consecutive years	10%
The preceding Three or more consecutive years	15%
The preceding Four or more consecutive years	20%
The preceding Five or more consecutive years	25%

If he Company 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 Transfers.

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.

LOSS OF BONUS

The No Claim Bonus should not be totally withdrawn in the event of a claim, but should be reduced by two steps for each claim for partial loss and 3 steps for total loss until the Insured has reached the basic premium. After that his premium will be loaded as per Scale given below (schedule of loadings) otherwise period of qualification for bonus then commences de nova as from the next renewal date.

SCHEDULE OF LOADINGS

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 that 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
One Claim in Preceding Period of Insurance	10% of basic Premium
Two Claims in Preceding Period of insurance Premium	20% of basic Premium
Three Claims in Preceding period of Insurance	30%, of basic Premium
Four Claims in Preceding period of Insurance	40%, of basic Premium

IN CASE OF COMPLAINTS

Email atcare@cstarinsurance.com

Authorized Signature