HDFC ERGO General Insurance Company Limited

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

Take it easy!

HDFC ERGO GENERAL INSURANCE

WHAT ARE THE MAJOR COVERS UNDER THE POLICY?

Loss or Damage to the Insured Vehicle caused due to:

a. Fire, explosion, self ignition or lightning.
b Burglary, housebreaking or theft
c All act of God perils like earthquake, flood, cyclone etc
d 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

a Accidental death / injury to any third party
b 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?

a. General aging, wear & tear, mechanical or electrical breakdown, failure, depreciation, any consequential loss
b. Damage by a person driving without a valid license
c. Damage by a person driving under the influence of liquor or drugs
d. Loss/damage attributable to war, mutiny, nuclear risks
e. Damage to tyres and tubes, unless damaged during an accident
f. Usage on hire & reward (applicable for all classes except public commercial vehicles)
g. Loss or damage to bonnet side parts, mudguard, bumpers, lamps, tyres, tubes, headlights, paint work (applicable for all commercial vehicles; unless opted additionally)
h. 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)
i. 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)

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

Additional Documents

a. Incase of death of Insured - a. Death Certificate b. Legal heir certificate
b. 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

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

To make above changes, you need following documents:

a. Request letter for the change
b. Policy copy
c. Registration Certificate copy /Invoice Copy for change in vehicle details
d. Cheque for additional premium if applicable

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

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

E mail 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)

a. Request letter for the change
b. Policy copy
c. Endorsed Registration Certificate copy
d. NOC from financier OR form 35 duly signed and stamped by financier

For any endorsments 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

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

WHAT IS THE CLAIM PROCESS?

1. If your vehicle can be driven, take it to the nearest dealer / garage.
2. 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.
3. 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.
4. If the garage is outside our network, you would have to get the claim reimbursed subsequently.

CLAIMS DOCUMENTS - For ACCIDENTAL DAMAGE TO INSURED VEHICLE

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

Additional documents required for commercial vehicles:

a. Spot survey b. Load challan c. Fitness certificate d. Route permit

CLAIMS DOCUMENTS: IN CASE OF LOSS DUE TO THEFT

a. Duly filled and signed claim form & discharge voucher (after loss settlement)
b. Original Registration Certificate (RC)
c. Original policy copy
d. Copy of FIR lodged at the nearest police station
e. All original keys & vehicle invoice copy
f. No trace report confirming that the stolen vehicle is not traceable
g. Original NOC from financer incase of hypothecation / HPA
h. Intimation to RTO for theft of vehicle
i. Duly signed RTO transfer papers (Form 26, 28,29,30,35)
j. RC extract with stolen remark from the concerned RTO after the loss
k. AML documents for amount more than 1 lac (PAN card, 2 passport size photo, residence proof)
l. 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?

a. Visit **www.hdfcergo.com** to renew instantly online
b. SMS **"RENEW <POLICY NO> "** to **9999 700700**
c. Visit our nearest branch / your agent
d. Send a copy of the renewal notice along with premium cheque to our branch office /Corporate office
e. 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 (Customer service office)	:**HDFC ERGO General Insurance Company Limited** 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri (East), Mumbai - 400 059
IPO	:Raise a service request on Insurance Portfolio Organiser (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.**

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Ver.Sep15

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.

Take it easy!

HDFC ERGO GENERAL INSURANCE

STANDARD FORM FOR COMMERCIAL VEHICLES PACKAGE POLICY

WHEREAS the insured by a proposal and 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 the Company for the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accidental 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 expressed hereon;

SECTION I - LOSS OF OR DAMAGE TO THE VEHICLE INSURED

1. The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and/ or its accessories whilst thereon:

   i. by fire explosion self ignition or lightning;

   ii. by burglary housebreaking or theft;

   iii. by riot and strike;

   iv. by earthquake (fire and shock damage);

   v. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;

   vi. by accidental external means;

   vii. by malicious act;

   viii. by terrorist activity;

   ix. whilst in transit by road rail inland waterway lift elevator or air;

   x. by landslide rockslide.

   Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced :

   1. For all rubber/nylon/plastic parts, tyres, tubes, batteries and air bags - 50%

   2. For fibre glass components - 30%

   3. For all parts made of glass - Nil

   4. Rate of depreciation for all other parts including wooden parts will be as per the following schedule

Age of Vehicle	% of Depreciation
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 years but not exceeding 10 years	40%
Exceeding 10 years	50%

   5. Rate of Depreciation for painting: In the case of painting, the depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of total painting charges for the purpose of applying the depreciation.

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

   a. consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages nor for damage caused by overloading or strain of the insured vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless such insured vehicle is stolen at the same time.

   b. damage to Tyres and Tubes unless the vehicle insured is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement.

   c. any accidental loss or damage suffered whilst the insured or any person driving with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

3. In the event of the vehicle 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 repairer and re-delivery to the insured but not exceeding Rs. 750/- for three wheeled vehicles, Rs. 1500/- for taxis and Rs.2500/- for other commercial vehicles in respect of any one accident.

4. The insured may authorise the repair of the vehicle necessitated by loss or damage for which the company may be liable under this Policy provided that:-

   a. the estimated cost of such repair including replacements does not exceed Rs.500/-

   b. the Company is furnished forthwith with a detailed estimate of the cost of repairs; and

   c. the insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

SUM INSURED – INSURED'S DECLARED VALUE (IDV)

The **Insured's Declared Value (IDV)** of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle.

The IDV of the vehicle (and accessories if any fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the insured vehicle at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss **(TL/CTL)** claims only.

THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

Age of Vehicle	% of Depreciation
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

IDV of vehicles beyond 5 years of age and of obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the insurer and the insured.

IDV will be treated as the 'Market Value' throughout the policy period without any further depreciation for the purpose of Total Loss (TL) / Constructive Total Loss (CTL) claims

The insured vehicle will be treated as a CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

SECTION II LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of

   i. death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.

   ii. damage to property caused by the use (including the loading and/or unloading) of the vehicle.

PROVIDED ALWAYS THAT :-

a. The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from.

b. Except so far as is necessary to meet the requirements of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the insured arising out of and in the course of

such employment.

c. Except so far as is necessary to meet the requirements of the Motor Vehicle Act in relation to the liability under the Workmen's Compensation Act 1923 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 entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.

d. The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the insured or a member of the insured's household or being conveyed by the insured vehicle.

e. The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.

f. 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 and/or bodily injury to any person(s) who is/are not employee(s) of the insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.

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 granted by this section to the insured the Company will indemnify any driver who is driving the insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.

4. 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.

5. 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(s) in terms of and subject to the limitations of this policy provided that such personal representative(s) 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 apply.

SECTION III - TOWING DISABLED VEHICLES

The policy shall be operative whilst the insured vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by Section II of this policy shall subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle;
Provided always that:

a. such towed vehicle is not towed for reward

b. the Company shall not be liable by reason of this section of this policy in respect of damage to such towed vehicle or property being conveyed thereby.

SECTION IV – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

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%

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 independent of any other cause shall within six calendar months of such injury result in:

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. 1 lakh 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.

3. Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

4. 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

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, 1988.

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 provision.

GENERAL EXCEPTIONS

The Company shall not be liable under this policy in respect of

1. any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;

2. any claim arising out of any contractual liability;

3. any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is

   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.

4. a. any accidental 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 ionising 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 accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

6. any accidental loss damage/liability directly or indirectly or 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, 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 accidental 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.

DEDUCTIBLE

The Company shall not be liable for each and every claim under Section -I (loss of or

damage to the vehicle insured) of this Policy in respect of the deductible stated in the schedule.

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.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental 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 writ summons and/or process or copy thereof 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 occurrence which may give rise to a claim under this policy. In case of theft or criminal act which may be the subject of a claim under this policy the insured shall give immediate notice to the police and co-operate with the company in securing the conviction of the offender.

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 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 Company may require.

3. At any time after the happening of any event giving rise to a claim under Section II of this Policy the Company may pay to the insured the full amount of the Company's liability under the Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct.

4. The Company may at its own option repair reinstate or replace the vehicle insured 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:

   a. for total loss/ constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.

   b. for partial losses, i.e. losses other than Total Loss/ Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/ damaged subject to depreciation as per limits specified.

5. The Insured shall take all reasonable steps to safeguard the vehicle insured 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 vehicle insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured be driven before the necessary repairs are effected, any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

6. 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.

7. If any dispute or difference shall arise as to the quantum to be paid under the 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 the arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act,1996.

   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.

   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.

8. 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 condition precedent to any liability of the Company to make any payment under this policy.

9. 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 loss, damage or liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation cost or expense.

10. 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 a 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

RULES APPLICABLE TO TANKERS CARRYING HAZARDOUS CHEMICALS

Rule 129 - A - Spark arrester six month from the date of commencement of Central Motor Vehicles (Amendment) Rules 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life, shall be fitted with a spark arrester.

Rule 131-Responsibility of the consignor for safe transport of dangerous or hazardous goods.

1. It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely:-

   a. the goods carriage has a valid registration to carry the said goods;

   b. the vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;

   c. that transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and

   d. that the driver of the goods carriage is trained in handling the dangers posed during transport of such goods.

2. Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable owner and its driver to

   a. Comply with the requirements of rules 129 to 137 (both inclusive) of

STANDARD FORM FOR COMMERCIAL VEHICLES PACKAGE POLICY

these rules and

b. be aware of the risks created by such goods to health or safety or any person;

3. It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive) of these rules.

Rule 132- Responsibility of the Transporter or owner of goods carriage.

1. It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods ensure the following, namely:-

   a. that the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods and

   b. the vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.

2. Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.

3. The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.

4. The owner of the goods carriage dangerous or hazardous goods and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.

5. It shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.

6. Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods carriage or the transporter abide by these conditions within six month after the date of coming into force of the Central Motor Vehicles (Amendment) Rules,1993.

Rule 133- Responsibility of the driver

1. The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule(3) of rule 132 is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.

2. Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years.

Sub-rule(1) of rule 9 of the principal rules :

1. One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993 any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving license to drive a transport vehicle also have the ability to read and write at least one Indian Language out of those specified in the VII schedule of the Constitution and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods.

   Period of training 3 days
   Place of training At any institute recognized by the State Government

Syllabus

A. <u>Defensive driving</u>

Questionnaire
Cause of accidents
Accidents statistics
Driver's personal fitness
Car condition
Breaking distance
Highway driving
Road/Pedestrian crossing
Railway crossing
Adapting to weather
Head on collision
Rear end collision
Night driving
Films and discussion

Duration of training for A & B - 1st and 2nd day.

B. <u>Advanced driving skills and training</u>

I. Discussion

Before starting -check list
-outside/below/near vehicle
-product side
-inside vehicle

During driving -correct speed/gear
-signaling
-lane control
-overtaking/giving side
-speed limit/safe distance
-driving on slopes

Before Stopping -safe stopping place,
-signaling, road width,
-condition.

After stopping -preventing vehicle movement
-wheel locks
-Vehicle attendance

Night driving

ii. Field test/training -1 driver at a time

C. <u>Product safety</u>

UN panel -UN classification Duration of training for C)-3rd day
-Hazchem code
-Toxicity, Flammability,
other definitions.

Product Information -TREMCARDS
-CISMSDS
-importance of temperature
pressure, level.
-Explosive limits
-Knowledge about equipment

Emergency procedure -Communication
-Spillage handling
-Use of FEE
-Fire fighting
-First aid
-Toxic release control
-protection of wells, rivers, lakes, etc.
- Use of protective equipment
-knowledge about valves etc.

Endorsements: Special Conditions for your Insurance Policy (Only endorsement mentioned in the schedule form part of the policy)

1. IMT. 1. Extension of Geographical Area

In consideration of the payment of an additional premium of Rs.....it is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary the Geographical Area in this Policy shall from the . . ./. ./. . . . to the ....(both days inclusive) be deemed to include *

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured/ injury to its occupants/ third party liability in respect of the vehicle insured during sea voyage/ air passage for the purpose of ferrying the vehicle insured to the extended geographical area.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

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NOTE:- Insert Nepal/ Sri Lanka/ Maldives/ Bhutan/ Pakistan/Bangladesh as the case may be.

2. IMT. 3. TRANSFER OF INTEREST

It is hereby understood and agreed that as from …/…/……. the interest in the policy is transferred to and vested in ……... of ……. carrying on or engaged in the business or profession of ……. who shall be deemed to be the insured and whose proposal and declaration dated .. /…/…. shall bedeemed to be incorporated in and to be the basis of this contract.

Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this policy has been vested in any previous Insured shall accrue to the benefit of...

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

3. IMT.4. Change of Vehicle

It is hereby understood and agreed that as from …/…../ …... the vehicle bearing Registration Number……..is deemed to be deleted from the Schedule of the Policy and the vehicle with details specified hereunder is deemed to be included therein-

Regd. No.	Engine/ Chassis No.	Make	Type of Body	C.C	Year of Manufac-ture	Seating Capacity including Driver	IDV

In consequence of this change, an extra / refund premium of Rs……. is charged/ allowed to the insured.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

4. IMT. 5. HIRE PURCHASE AGREEMENT

It is hereby understood and agreed that …….. (hereinafter referred to as the Owners) are the Owners of the vehicle insured and that the vehicle insured is subject of an Hire Purchase Agreement made between the Owners on the one part and the insured on the other part and it is further understood and agreed that the Owners are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

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

5. IMT.6. LEASE AGREEMENT

It is hereby understood and agreed that …… (hereinafter referred to as the Lessors) are the Owners of the vehicle insured and that the vehicle insured is the subject of a Lease Agreement made between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and/ or replacement of parts and such monies shall be paid to the Lessors as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this policy is issued to the insured namely …….. as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors, of his rights benefits and claims under this policy and further nothing herein shall be construed as creating or vesting any right in the Owner/ Lessor to sue the insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.
It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

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

6. IMT.7. Vehicles subject to Hypothecation Agreement

It is hereby declared and agreed that the vehicle insured is pledged to/ hypothecated with …….. (hereinafter referred to as the "Pledgee") and it is further understood and agreed that the Pledgee is interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and/ or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed that 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 term, provision or condition thereof.

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

7. IMT.10. INSTALLATION OF ANTI-THEFT DEVICE
(Not applicable to Motor Trade Policies)

In consideration of certification by ……* that an Anti-Theft device approved by Automobile Research Association of India (ARAI), Pune has been installed in the vehicle insured herein a premium discount of Rs……** is hereby allowed to the insured.

It is hereby understood and agreed that the insured shall ensure at all times that this Anti-theft device installed in the vehicle insured is maintained in efficient condition till the expiry of this policy.

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

* The name of the certifying Automobile Association is to be inserted.
** Premium discount calculated as per tariff provision is to be inserted. For mid-term certification of installation of Anti Theft device pro-rata proportion of tariff discount for the unexpired period is to be inserted.

8. IMT.11.A. VEHICLES LAID UP
(Lay up period declared)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that from …/ …/….. to…/ …./….. the vehicle insured is laid up in garage and not in use and during this period all liability of the insurer under this policy in respect of the vehicle insured is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS, in consideration whereof

a. # the insurer will deduct from the next renewal premium the sum of Rs……* and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.

b. # the period of insurance by this policy is extended to …../…../……. in view of the payment of an additional premium of Rs …….**

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

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NB.1. # To delete (a) or (b) as per option exercised by the insured.

NB.2. * The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay up periods is to be inserted.

NB.3 ** The proportionate premium required for Fire and / or Theft cover for the vehicle for the laid – up period is to be inserted.

NB.4. In case of Liability Only Policies the words in CAPITALS should be deleted.

NB.5. In case of policies covering Liability Only and

a. Fire risks, the words " BURGLARY HOUSEBREAKING OR THEFT" are to be deleted;

b. Theft risks, the words' "FIRE EXPLOSION SELF IGNITION OR LIGHTNING " are to be deleted.

c. Fire and Theft risks no part of the words in capitals are to be deleted.

9. IMT. 11. B. VEHICLES LAID UP
(Lay up period not declared)
Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that as from ….. / ….. /….. the vehicle no. ……insured hereunder is laid up in garage and not in use and liability of the insurer under this policy in respect of the said vehicle is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

NB.1. In case of Liability Only Policies the words in CAPITALS should be deleted.

NB.2. In case of policies covering Liability Only and

a. Fire risks, the words "BURGLARY HOUSEBREAKING OR THEFT" are to be deleted;

b. Theft risks, the words' "FIRE EXPLOSION SELF IGNITION OR LIGHTNING" are to be deleted.

c. Fire and Theft risks no part of the words in capitals are to be deleted.

10. IMT. 11.C. TERMINATION OF THE UNDECLARED PERIOD OF VEHICLE LAID UP

It is hereby understood and agreed that the insurance by this Policy in respect of vehicle no. …….. insured hereunder is reinstated in full from ……./……/……and the Endorsement IMT 11(B) attaching to this policy shall be deemed to be cancelled. It is further agreed that in consideration of the period during which the vehicle no. ..……. has been out of use

a. # The insurer will deduct from the next renewal premium the sum of Rs……* and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.

b. # the period of insurance by this policy is extended to …../…../……. in view of the payment of an additional premium of Rs …….**

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

NB.1. # To delete (a) or (b) as per option exercised by the insured.

NB.2. * The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay up periods is to be inserted.

NB.3 ** The proportionate premium required for Fire and/ or Theft cover for the vehicle for the laid - up period is to be inserted.

11. IMT.12. DISCOUNT FOR SPECIALLY DESIGNED/ MODIFIED VEHICLES FOR THE BLIND, HANDICAPPED AND MENTALLY CHALLENGED PERSONS

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the vehicle insured being specially designed/ modified for use of blind, handicapped and mentally challenged persons and suitable endorsement to this effect having been incorporated in the Registration Book by the Registering Authority, a discount of 50% on the Own Damage premium for the vehicle insured is hereby allowed to the insured.

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

12. IMT.13. USE OF VEHICLE WITHIN INSURED'S OWN PREMISES
(Applicable to all classes except as otherwise provided in the tariff)

It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while the vehicle is being used elsewhere than in the insured's premises except where the vehicle is specifically required for a mission to fight a fire.

For the purposes of this endorsement 'Use confined to own premises' shall mean use only on insured's premises to which public have no general right of access.

13. IMT.14. USE OF VEHICLE CONFINED TO SITES
(Applicable to Goods Carrying Vehicles)

It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while it is being used elsewhere than on site to which the public have no general right of access and the vehicle is not required to be registered under the Motor Vehicles Act, 1988.

14. IMT17.PERSONAL ACCIDENT COVER TO PAID DRIVERS, CLEANERS AND CONDUCTORS
(Applicable to all classes of vehicles)

In consideration of the payment of an additional premium, it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the paid driver/ cleaner/ conductor in the employ of the insured in direct connection with the vehicle insured whilst mounting into dismounting from or traveling in the insured vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence 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. compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs.....* during any one period of insurance in respect of any such person.

2. no compensation shall be payable in respect of death or 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.

3. such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/ her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

* The Capital Sum Insured (CSI) per person is to be inserted.

15. IMT.18. PERSONAL ACCIDENT TO UNNAMED HIRER AND UNNAMED PILLION PASSENGERS
(Applicable to Motorised Two wheelers with or without side Car)

In consideration of the payment of an additional premium it is hereby

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understood and agreed that the insurer undertakes to pay compensation to any unnamed hirer/ driver/ any unnamed pillion/ sidecar passenger* on the scale provided below for bodily injury caused by violent, accidental, external and visible means whilst mounting into/onto and/or dismounting from or traveling in/on the vehicle insured which independently of any other cause shall within three calendar months of the occurrence of such injury results 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. compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs. .....** during any one period of insurance in respect of any such person.

2. no compensation shall be payable in respect of death or 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.

3. such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

4. not more than .... persons/passengers are in the vehicle insured at the time of occurrence of such injury.

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

* Delete if P.A. cover for unnamed pillion /side car passenger is not taken.

** The Capital Sum Insured (CSI) per passenger is to be inserted.

16. IMT.19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY

Notwithstanding anything to the contrary contained in this policy it is hereby understood and agreed that in the event of loss or damage to the vehicle insured and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle insured is held for repair or in theevent of the insurer exercising the option under ……., * to pay in cash the amount of the loss or damage the liability of the insurer in respect of any such part shall be limited to:-

a. i. the price quoted in the latest catalogue or the price list issued by the Manufacturer or his Agent for the country in which the vehicle insured is held for repair less depreciation applicable;

OR

ii. if no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy; and

b. the reasonable cost of fitting such parts.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

* Insert 'Condition 3' in the case of the Private Car and Motorsied Two Wheeler Policies and 'Condition 4' in the case of Commercial Vehicles Policy.

17. IMT.20. REDUCTION IN THE LIMIT OF LIABILITY FOR PROPERTY DAMAGE

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the insurers liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to the insured or held in trust or in custody or control of the insured.

In consideration of this reduction in the limit of liability a reduction in premium of Rs…..* is hereby made to the insured.
Subject otherwise to the terms conditions limitations and exceptions of the policy.

*To insert Rs.50 for Two wheelers, Rs.100 for private cars Rs.150 for Commercial Vehicles – three wheelers and taxis or Rs.200 for Commercial Vehicles (excluding three wheelers and taxis).

18. IMT. 21. SPECIAL EXCLUSIONS AND COMPULSORY DEDUCTIBLE
(Applicable to all Commercial Vehicles excluding taxis and motorized two wheelers carrying passengers for hire or reward.)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that

a. **Special Exclusions**
except in the case of Total Loss of the vehicle insured, the insurer shall not be liable under Section I of the policy for loss of or damage to lamps tyres tubes mudguards bonnet side parts bumpers and paint work.

b. **Compulsory Deductible**
in addition to any amount which the insured may be required to bear under para (a) above the insured shall also bear under section I of the policy in respect of each and every event (including event giving rise to total loss/constructive total loss) the first Rs.....* of any expenditure(or any less expenditure which may be incurred) for which provision is made under this policy and/or of any expenditure by the insurer in the exercise of its discretion under Condition No.4 of this policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

* to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.

19. IMT.22. COMPULSORY DEDUCTIBLE
(Applicable to Private Cars, three wheelers rated as private cars, all motorized two wheelers, taxis, private car type vehicle plying for public/private hire, private type taxi let out on private hire)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs....* (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no …** of this policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

* i. to insert amount as appropriate to the class of vehicle insured as per GR. 40 of the tariff.

ii. in respect of a vehicle rated under the Tariff for Private Car and in respect of a motorised two wheeler not carrying passengers for hire or reward, if any deductible in addition to the compulsory deductible provided in this endorsement is voluntarily borne by the insured, the sum representing the aggregate of the compulsory and the voluntary deductibles is to be inserted.

** to insert Condition no 3 in respect of a vehicle rated under Tariff for Private Car/ Two wheelers or Condition no 4 in respect of a vehicle rated under the Tariff for Commercial Vehicles.

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20. IMT 23. COVER FOR LAMPS TYRES/ TUBES MUDGUARDS BONNET/ SIDE PARTS BUMPERS HEADLIGHTS AND PAINTWORK OF DAMAGED PORTION ONLY. (For all Commercial Vehicles)

In consideration of payment of an additional premium of Rs.....*,notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that subject to conditions (a) (b) and (c) hereunder loss of or damage (excluding theft under any circumstances) to lamps tyres/tubes mudguards bonnet/side parts bumpers headlights and paintwork of damaged portion only is covered provided the vehicle is also damaged at the same time. Subject to:

a. Depreciation as per schedule provided in Section 1 of the policy. It is further understood and agreed that in respect of paint work for the damaged portion only (as referred to above) shall also be as per schedule provided in Section 1 of the policy.

b. In addition to any amount which the insured may be required to bear under para (a) above, the insured shall also bear 50% of the assessed loss in respect of each and every claim under this Endorsement.

c. It is also understood that no deductible other than those mentioned in (a) and (b) above shall be applicable in respect of a claim which become payable under this Endorsement.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

* To insert the sum arrived at as per the provisions of G.R.40. NB.3. of the Tariff.

21. IMT.24. ELECTRICAL / ELECTRONIC FITTINGS
(Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle – Package Policy only)

In consideration of the payment of additional premium of Rs……,notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against loss of or damage to such electrical and/or electronic fitting(s) as specified in the schedule whilst it/ these is/ are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section.1 of the policy.

The insurer shall, however, not be liable for loss of or damage to such fitting(s) caused by/as a result of mechanical or electrical breakdown.

Provided always that the liability of the insurer hereunder shall not exceed the Insured's Declared Value (IDV) of the item.
Subject otherwise to the terms conditions limitations and exceptions of this Policy.

22. IMT.25. CNG/LPG KIT IN BI-FUEL SYSTEM
(Own Damage cover for the kit)

In consideration of the payment of premium of Rs……* notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured in terms conditions limitations and exceptions of Section 1 of the policy against loss and/or damage to the CNG/LPG kit fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the policy.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

* To insert sum arrived at in terms of G.R.42.

23. IMT.26. FIRE AND/OR THEFT RISKS ONLY
(Not applicable for Miscellaneous and Special Types of vehicles rateable under Class -D and Motor Trade Policies under Classes- E, F and G of the Commercial Vehicles Tariff)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section II of the Policy is deemed to be cancelled and under Section I thereof the insurer shall only be liable to indemnify the insured against loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils whilst the vehicle is laid up in garage and not in use.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

NB. i. In case of Fire Risk only, the words "burglary housebreaking theft" are to be deleted.

NB. ii. In case of Theft Risk only, the words "fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils" are to be deleted.

24. IMT. 27. LIABILITY AND FIRE AND/OR THEFT
(Not applicable for Miscellaneous and Special Types of vehicles rateable under Class –D of the Tariff for Commercial Vehicles)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section I of the Policy the insurer shall not be liable thereunder except in respect of loss or damage by fire explosion self ignition lightning and/ or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils.

Subject otherwise to the terms conditions limitations and exceptions of the Policy.

NB.i. In case of Liability and Fire Risks only, the words "burglary housebreaking theft" are to be deleted.

NB.ii. In case of Liability and Theft Risks only, the words "fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils" are to be deleted.

25. IMT. 28. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/ OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE (For all Classes of vehicles.)

In consideration of an additional premium of Rs. 50/- notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer shall indemnify the insured against the insured's legal liability under the Workmen's Compensation Act, 1923, the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that,

1. this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for insured's general employees;

2. the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;

*3. the insured shall keep record of the name of each paid driver conductor cleaner or persons employed in loading and/or unloading and the amount of wages and salaries and other earnings paid to such employees and shall at all times allow the insurer to inspect such records on demand.

4. in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the terms conditions limitations and exceptions of the Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

*In case of Private cars/ motorised two wheelers (not used for hire or reward) delete this para.

26. IMT.34. USE OF COMMERCIAL TYPE VEHICLES FOR BOTH COMMERCIAL AND PRIVATE PURPOSES
(Applicable to Commercial Vehicle Policies only)

In consideration of the payment of an additional premium of Rs…….. and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that

i. The insurer will indemnify the insured against his legal liability under Common Law and Statutory Liability under the Fatal Accidents Act, 1855 in respect of death of or bodily injury to any person not being an employee of the insured nor carried for hire or reward, whilst being carried in or upon or entering or mounting or alighting from any motor vehicle described in the Schedule to this Policy.

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ii. This Policy shall be operative whilst any vehicle described in the Schedule hereto is being used by the insured or by any other person with the permission of the Insured for social, domestic, or pleasure purposes.

Whilst any such vehicle is being so used the insurer will in terms and subject to the limitations of and for the purposes of Section II of this policy treat as though he were the Insured person using such vehicle provided that such person -

1. is not entitled to indemnity under any other Policy.

2. shall as though he were the insured observe, fulfill and be subject to the terms, provisions, conditions and endorsements of this Policy in so far as they apply.

3. has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.

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

NOTE: In case of Liability only Policies delete (1) above

27. IMT. 35. HIRED VEHICLES – DRIVEN BY HIRER*
(Applicable to four wheeled vehicles with carrying capacity not exceeding 6 passengers and Motorised Two wheelers)

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy unless the vehicle insured is being driven by or is for the purpose of being driven by the insured in the charge of the within named insured or a driver in the insured's employment, the policy shall only be operative whilst the vehicle insured is let on hire by the insured to any person (hereinafter called the Hirer) who:-

i. shall have entered into a hire contract with the insured and who prior to such hiring shall have satisfactorily completed and signed a supplementary proposal form**.

ii. shall have satisfied the insured -

a. that the vehicle insured will only be driven by a duly licensed driver whose license has not been endorsed;

b. that such driver has not been refused Motor Insurance nor had his/her insurance policy been cancelled nor had special conditions imposed nor had increased premium demanded from him/her by reason of claims experience.

It is also understood and agreed that whilst the vehicle insured is let on hire to the Hirer the insurer shall not be liable –

1. for any loss, damage or liability due to or arising from theft or conversion by the Hirer unless covered by payment of additional premium @ 1.50% on IDV. (Endt. IMT 43 is to be used.)

2. To pay the first Rs..... of each and every claim in respect of which indemnity would but for this endorsement have been provided by Section I of this Policy.

If the expenditure incurred by the Insurer shall include the amount for which the Insured is responsible hereunder, such amount shall be repaid by the insured to the Insurer forthwith.

For the purpose of this endorsement the expression "Claim" shall mean a claim or series of claims arising out of one cause in respect of the vehicle.

3. If the vehicle is used by the Hirer for carriage of passengers for hire or reward.

*For the purposes of this endorsement the insurer will in terms of and subject to the provisions contained in item I of Section II of this Policy, treat the Hirer as a person who is driving the Two wheeler.

Further it is agreed that the insured shall forward to the insurer the supplementary proposal referred to above, completed by the Hirer immediately after receipt thereof which proposal as well as that referred to in this policy shall be the basis of the contract expressed in this endorsement so far as it relates to the indemnity which is operative whilst the vehicle is let on hire to such Hirer.

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

NOTE:

For Liability only policies delete the whole of items (1) and (2) and the paragraph in bold marked with*.

** Insurer to devise a suitable supplementary proposal form.

28. IMT 36 Indemnity to Hirer - Package Policy - Negligence of the insured or Hirer.

It is hereby declared and agreed that the company will indemnify any hirer of the vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the vehicle insured by reason of the negligence of the within named insured or of any employee of such insured while the vehicle insured is let on hire.

Provided that any such hirer shall as though he/ she were the insured observe fulfill and be subject to the terms, exceptions, conditions and limitations of this policy in so far as they apply.

29. IMT 37 Legal Liability to Non-Fare Paying Passengers other than Statutory Liability except the Fatal Accidents Act, 1855 (Commercial Vehicles only)

In consideration of the payment of an additional premium of Rs…… and notwithstanding anything to the contrary contained in Section II-1 (b) and (c) it is hereby understood and agreed that the Company will Indemnify the Insured against his legal liability other than liability under the Statute (except the Fatal Accidents Act 1855) in respect of death of or bodily injury to:-

i. Any employee of the within named insured who is not a workman within the meaning of the Workmen's Compensation Act Prior to date of this endorsement and not being carried for hire or reward.

ii. Any other person not being carried for hire or reward provided that the person is

a. charterer or representative of the charterer of the truck

b. Any other person directly connected with the journey in one form or other being carried in or upon or entering or mounting or alighting from any Motor Vehicle described in the schedule of the policy.

Subject otherwise to the terms exceptions conditions and limitation of this policy.

30. IMT 37 A. Legal Liability to Non Fare Paying Passengers who are not employees of the Insured
(Commercial Vehicles only)

In consideration of the paying of an additional premium of Rs…. and notwithstanding anything to the contrary contained in Section II-1 (c) it is hereby understood and agreed that the company will indemnify the insured against his legal liability other than liability under statute (except Fatal Accidents Act 1855) in respect of death or bodily injury to any person not being an employee of the insured and not carried for hire or reward provided that the person is

a. charterer or representative of the charterer of the truck.

b. Any other person directly connected with the journey in one form or the other being carried in or upon or entering or mounting or alighting from vehicle insured described in the SCHEDULE OF THIS POLICY.

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

31. IMT. 38. Legal Liability to Fare paying Passengers excluding liability for accidents to employees of the Insured arising out of and in the course of their employment (Commercial and Motor Trade Vehicles only)

1. For use with Package Policies.

In consideration of an additional premium of Rs ..... and notwithstanding anything to the contrary contained in Section II –1 (c) but subject otherwise to the terms, exceptions, conditions and limitations of this policy, the insurer will indemnify the insured against liability at Law for compensation (including Law costs of any claimant) for death of or bodily injury to any person other than a person excluded under Section II-1 (B) being carried in or upon or entering or mounting or alighting from the Motor Vehicle.

Provided always that in the event of an accident occurring whilst the Motor Vehicle is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the Insured shall repay to the Insurer rateable proportion of the total amount which would be payable by the Insurer by reason of this endorsement if not more than the said number of persons were carried in the Motor Vehicle.

Provided further that in computing the number of persons for the purpose of this endorsement any three children not exceeding 15 years of age will be reckoned as two persons and any child in arms not exceeding 3 years of age will be disregarded.

Provided also that the provisions of condition 3 of the Policy are also applicable to a claim or series of claims under this endorsement.

Provided further that in the event of Policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

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

2. For use with Liability only Policy.

In consideration of an additional premium of Rs..... and subject otherwise to the terms, exceptions, conditions and limitations of this Policy, the insurer will indemnify the insured against liability at Law for compensation (including Law Costs of any claimant) for death of or bodily injury to any person other than a person excluded under general exception being carried in or upon or entering or mounting or alighting from the Motor Vehicle.

Provided always that in the event of an accident occurring whilst the Motor Vehicle is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the Insurer rateable proportion of the total amount which would be payable by the Insurer by reason of this endorsement if not more than the said number of persons were carried in the Motor Vehicle.

Provided further that in computing the number of persons for the purpose of this endorsement any 3 children not exceeding 15 years of age will be reckoned as two persons and any children in arms not exceeding 3 years of age will be disregarded.

Provided further that in the event of Policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

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

32. IMT. 39. Legal Liability to persons employed in connection with the operation and/or maintaining and/or Loading and/ or Unloading of Motor Vehicles.
(For GOODS VEHICLE)

In consideration of the payment of an additional premium of *..... it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the insurer shall indemnify the insured against his legal liability under the Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this Endorsement, the Fatal Accidents Act, 1855 or at Common Law in respect of personal injury to any paid driver (or cleaner or conductor or person employed in loading/or unloading but in any case not exceeding seven in number including driver and cleaner) whilst engaged in the service of the insured in such occupation in connection with the .... and not exceeding seven in number and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that,

1. this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or Group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees.

2. the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.

3. the insured shall keep a record of the name of each driver cleaner conductor or person employed in loading and/or unloading and the amount of wages salary and other earnings paid to such employees and shall at times allow the insurer to inspect such record.

4. in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

The premium to be calculated at the rate of Rs. 50/- per driver and/or cleaner or conductor and/or person employed in loading and/or unloading but not exceeding the number permitted by the Motor Vehicles Act 1988 including driver and cleaner.

Subject otherwise to the terms exceptions conditions and limitations of this Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

33. IMT. 39 A. Legal Liability under the Workmen's Compensation Act, 1923 in respect of the carriage of more than six employees (Excluding the Driver) in goods carrying vehicles.

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything to the contrary contained herein the company shall indemnify the insured against his legal liability under the Workmen's Compensation Act, 1923 and subsequent amendments to that Act prior to the date of this endorsement in respect of death of or bodily injury to any person (other than the paid driver) exceeding six in number whilst being carried in the Motor vehicle and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that,

1. the Company shall not be liable by virtue of this Endorsement to indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurance company or group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees and where the Insured has not obtained special permission from the registration authorities for carriage of more than six such employees.

2. the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.

3. the insured shall keep a record of the name of each person employed in connection with the loading and unloading of the vehicles and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Insurer to inspect such record.

4. in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

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

34. IMT 40 Legal Liability to paid driver and/or Conductor and/or cleaner employed in connection with the operation of Motor vehicle.
(For buses, taxis and motorized three/four wheelers under commercial vehicles tariff)

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the insurer shall indemnify insured against his legal liability under the Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this endorsement, the Fatal Accidents Act, 1855 or at Common Law in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured and will in addition be responsible for all costs and expenses incurred with its written consent.

The premium to be calculated and paid while taking insurance of the vehicle concurred at the rate of Rs. 50/- per driver and/or conductor and/or cleaner.

Provided always that,

1. this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or Group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees.

2. the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.

3. the insured shall keep a record of the name of each driver cleaner conductor or person employed in loading and/or unloading and the amount of wages salary and other earnings paid to such employees and shall at all times allow the insurer to inspect such record.

4. in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the terms exceptions conditions and limitations of this Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

35. IMT.42 Private Carriers
(Goods Carrying Commercial Vehicles Only)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the insurer shall not be liable for any loss or damage to the vehicle insured and/or for any third party liability in respect thereof if at the time of accident the vehicle insured under this policy is carrying goods not belonging to the insured.

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

Article I. NOTE
For Liability only Policies delete the words "for any loss or damage to the vehicle insured and/or".

36. IMT. 43. Theft and conversion Risk

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed in this Policy in consideration of the payment of additional premium @ 1.50% of IDV, Clause ii (b) (1) of Endorsement IMT- 35 is hereby deemed to be deleted.

It is further understood and agreed that the indemnity in respect of Theft and/or Conversion by the hirer is applicable only in case of Theft and/or Conversion of the entire vehicle.

It is further understood and agreed that No Claim Bonus will not be applicable to the additional premium charged hereunder.

37. IMT.44. Indemnity to Hirer - Package Policy - Negligence of the Owner or Hirer.

It is hereby declared and agreed that in consideration of payment of an additional premium of Rs……. the Insurer will indemnify any hirer of the Vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the Vehicle insured while let on hire.

Provided that any such hirer shall as though he/she were the insured observe fulfill and be subject to the terms, exceptions, conditions and limitations of this policy in so far as they apply.

38. IMT.45. Indemnity to Hirer - Liability only Policy -- Negligence of the Owner or Hirer.
Negligence of the Hirer

It is hereby declared and agreed that in consideration of payment of an additional premium of Rs……the Insurer will indemnify any hirer of the Motor Vehicle against liability as defined in this Policy arising in connection with the Motor Vehicle while let on hire.

Provided that any such hirer shall as though he were the Insured observe fulfill and be subject to the terms, exceptions, conditions and limitations of this Policy in so far as they apply.

39. IMT.46. Legal Liability to passengers excluding liability for accidents to employees of the Insured arising out of and in course of their employment
(Applicable to Ambulance/Hearses under class D of Commercial vehicles and to Motor Trade vehicles)

In consideration of an additional premium of Rs….. and notwithstanding anything to the contrary contained in Section II-I(c) but subject otherwise to the terms exceptions conditions and limitations of this policy the insurer will indemnify the insured against liability at Law for compensation (including legal costs of any claimant) for death of or bodily injury to any person other than a person excluded under Section II –I (B) being carried in or upon or entering or mounting or alighting from the vehicle insured.

Provided always that in the event of an accident occurring whilst the vehicle insured is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the insurer ratable proportion of the total amount which would be payable by the insurer by reason of this endorsement if not more than the said number of persons were carried in the vehicle insured.

Provided further that in computing the number of persons for the purpose of this endorsement any three children not exceeding 15 years of age will be reckoned as two persons and any child in arms not exceeding 3 years of age will be disregarded.

Provided also that the provisions of condition 3 of the policy are also applicable to a claim or series of claims under this endorsement.

Provided further that in the event of policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

(For use with "Liability Only" Policy)

In consideration of an additional premium of Rs……. and subject otherwise to the terms exceptions conditions and limitations of this Policy the insurer will indemnify the insured against liability at law for compensation (including legal costs of any claimant) for death of or bodily injury to any person other than a person excluded under general exception being carried in or upon or entering or mounting or alighting from the vehicle insured.

Provided always that in the event of an accident occurring whilst the vehicle insured is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the insurer ratable proportion of the total amount which would be payable by the insurer by reason of this endorsement if not more than the said number of persons were carried in the vehicle insured.

Provided further that in computing the number of persons for the purpose of this endorsement any 3 children not exceeding 15 years of age will be reckoned as two persons and any children in arms not exceeding 3 years of age will be disregarded.

Provided further that in the event of Policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

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

40. IMT.47. Mobile Cranes/Drilling Rigs/ Mobile Plants/Excavators/ Navvies/ Shovels/ Grabs/Rippers.

It is hereby declared and agreed notwithstanding anything to the contrary contained in this Policy that in respect of the vehicle insured * the Insurer shall be under no liability-

a. Under Section I of this Policy in respect of loss or damage resulting from overturning arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto except for loss or damage arising directly from fire, explosion, self ignition or lightning or burglary housebreaking or theft.

b. Under Section II except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, in respect of liability incurred by the insured arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto.

N. B.:
Omit paragraph (a) for:-

i. Liability only Policies.

ii. Package Policies where an additional premium has been paid for inclusion of damage by overturning.

NOTE:
* Insert make, number or some other means of identification. Where a premium reduction is allowed for exclusion of damage when in use as a tool of trade omit from paragraph (a) (the words " resulting from overturning" and "except for loss ….or theft".

STANDARD FORM FOR COMMERCIAL VEHICLES PACKAGE POLICY

41. IMT.48. Agricultural and Forestry Vehicles And Other Miscellaneous vehicles with Trailers attached - Extended Cover

It is hereby declared and agreed that in consideration of an additional premium of Rs…….., the indemnity provided by this Policy shall apply in respect of any trailer (including Agricultural Implements such as Ploughs, Harrows and the like) described in the under noted Schedule of trailers as though it were a vehicle described in the Schedule and had set against it in the Schedule the value set against it in the under noted Schedule of trailers.

Provided that the Insurer shall be under no liability under Section I of the Policy in respect of breakage of any part of the agricultural trailer or implements caused by ground obstructions.

Schedule of Trailers

* Description	Insured's Declared value (IDV)

* Insert make, number or some other means of identification. Threshing Machines, Drums, Bailing Machines, Trusses and Tiers must be identified as such.

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

NOTE:
In the case of Liability only Policies, the Endorsement must be suitably amended.

42. IMT .49. Exclusion of Liability to the Public Working Risk (Except as required by the Motor Vehicle Act, 1988)

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Insurer shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the operation as a tool of the Motor Vehicle or of plant forming part of the Motor Vehicle or attached thereto.

43. IMT.50. Cinema Film Recording and Publicity Vans

It is hereby understood and agreed that not withstanding anything to the contrary contained in this Policy, the insurer shall be under no liability in respect of loss or damage to cinematic photographic or sound equipment costumes or any other technical property fixtures and fittings on the Motor Vehicle, unless they are firmly and permanently fixed to the body of the vehicle and are not detachable from time to time.

44. IMT.51. Mobile Shops /Canteens and Mobile Surgeries/ Dispensaries

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the insurer shall be under no liability in respect of

* a. loss of or damage to ..... ** on the motor vehicle.

b. death of or bodily injury to or illness of any person caused by or through or in connection with or arising from

i. poisoning of any kind or foreign or deleterious matter in food or drink

ii. anything harmful in the condition of any goods supplied at or from the motor vehicle or the defective condition of the container of such goods

iii. anything harmful in the condition of any goods supplied at or from the motor vehicle or defective in any treatment given at or from the motor vehicle

Notes :-
* For Liability only Policies omit proviso (a)
** 1. In the case of "Mobile Shops and Canteens" insert the words "Utensils or stock-in-trade" and omit (iii)

2. In the case of "Mobile Surgeries/Dispensaries insert the words "Surgical instruments medical appliances or supplies".

45. IMT 52. Exclusion of damage while in use as a Tool of Trade

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988 the insurer shall be under no liability under Section II of this Policy in respect of liability incurred by the insured arising out of the operation as a tool of the motor vehicle or of plant forming part of the vehicle insured or attached thereto.

46. IMT.53. Specified Attachments
(Special Type Vehicles)

It is hereby declared and agreed that while any attachment in the under noted "Schedule of attachments" is attached to the Motor Vehicle or is detached and out of use the indemnity provided by this Policy shall apply in respect of any such attachment as though it were the Motor Vehicle and had set against it in the Schedule the value set against it in the under noted "Schedule of Attachments

Schedule of Trailers

* Description	Insured's Declared value (IDV)

* Insert make, number or some other means of identification.

NOTE:
In the case of pedestrian controlled tractors insert in "Description" in the Schedule of Attachments "any standard attachment of the ... Tractor supplied by the makers."

47. IMT.54. Mobile Plant-Inclusion of Liability to the Public Working Risk Where Tool of Trade is used only for work performed in or upon the Vehicle or Trailer.

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Insurer shall be under no liability under Section II of this Policy in respect of liability arising out of:-

a. the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.

b. the operation other than in or upon the Motor Vehicle forming part of or attached to

c. the Motor Vehicle.

48. IMT.55. Mobile Plant - Inclusion of Liability to the Public Working Risk
(All Other Cases)

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the insurer shall be under no liability under Section II in respect of

a. death injury or damage caused by or resulting from

i. subsidence flooding or water pollution.

ii. damage to pipes or cables

arising out of the operation as a tool of the vehicle insured or of any plant forming part of vehicle insured or attached thereto.

b. damage to property resulting from the manufacture construction alteration repair or treatment of such property by the insured.

c. death injury or damage caused by or through property on which the insured has carried out any process of manufacture, construction alteration or repair or treatment.

It is further understood and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act 1988, the insurer shall be under no liability under Section II of this Policy in respect of liability incurred by the insured arising out of the explosion of any vessel under pressure being part of plant attached to or forming part of the vehicle insured.