

Motor Goods Carrying Vehicle Policy Wording

REGISTERED & CORP OFFICE:

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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 Universal Sampo General Insurance Co Ltd, herein after called 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 Exclusions and Conditions contained herein or endorsed or expressed hereon;

SECTION I

LOSS OF OR DAMAGE TO THE VEHICLE INSURED

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 and 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 6months	Nil
Exceeding 6months 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%

1. 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
- b. Damage to tyres and tubes unless the vehicle 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 the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

2. 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 redelivery to the insured but not exceeding Rs.750/- for three wheeled vehicles, Rs.1500/- for taxis, and all other Rs.2500 in respect of any one accident.

3. The insured may authorize the repair of the vehicle necessitated by damage for which the Company may be liable under this Policy provided that:

- a. The estimated cost of such repair including replacements, if any, 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 vehicle insured 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 6months	5%
Exceeding 6months 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 shall 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 shall 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 which the insured shall become legally liable to pay in respect of
 - I. Death or bodily injury to any person including occupants carried in the vehicle (provided such occupants are not carried in the vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicle Act, the company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured.
 - II. Damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.

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 vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she was the insured observe fulfill and be subject to the terms exclusions and conditions of this Policy in so far as they apply
 4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was The insured observe fulfil and be subject to the terms exclusions and conditions of this Policy in so far as they apply
 5. The Company may at its own option
 - I. arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and
 - II. 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 Policy.

Avoidance Of Certain Terms And Right Of Recovery

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act, 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.

APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

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

Subject otherwise to the terms, exclusions, 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:

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

- 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. 15 lakhs during any one period of insurance
- 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
 - intentional self injury suicide or attempted suicide physical defect or infirmity or
 - an accident happening whilst such person is under the influence of intoxicating liquor or drugs
- 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
- This Cover is subject to
 - The owner-driver is the registered owner of the vehicle insured herein
 - The owner-driver is the insured named in this policy
 - The owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident

General Exclusions (Applicable to all sections of Policy)

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 <ol style="list-style-type: none"> being used otherwise than in accordance with the 'Limitations as to Use' 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	<ol style="list-style-type: none"> Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss 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 purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission
5	Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
6	Any accidental loss damage and/or 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 consequence 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 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 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	<p>The Company may at its own option repair reinstate or replace the vehicle 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:</p> <ul style="list-style-type: none"> 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. <p>Salvage: The amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount.</p> <p>In case of partial loss, damaged asset will be retained by the Company. If a damaged motor vehicle is assessed as being unrepairable and hence a wreck i.e.. a 'total loss' or 'write-off, the Company shall grant the insured the option to retain the wreck and accept a 'cash loss' settlement (being the IDV less the assessed value of Salvage based on competitive quotes procured by the Company including any submitted by or through the insured)</p>
4	The insured shall take all reasonable steps to safeguard the vehicle 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 or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle 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.
5	If at the time of occurrence of an event that gives rise to any claim under this policy, there is in existence any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation cost or expense
6	The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy
7	<p>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.</p> <p>Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-</p>

- a) Death Certificate in respect of the insured
- b) Proof of title to the vehicle
- c) Original Policy.

CANCELLATION

The insured can cancel the policy at any time during the term, by informing the Company. In case the Policyholder cancels the policy, he/ she is not required to give reasons for cancellation

In such case of cancellation, the Company will refund proportional premium for unexpired policy period, if there is no claim(s) made during the policy period

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.

Under no circumstances can the Company cancel statutory Motor Third Party Liability insurance or any other compulsory insurance mandated by law except in case of double insurance or total loss/Cash loss.

Cancellation due to Total Loss/Total Theft/ Cash loss of Vehicle/ Double insurance

In the event of lodgment and settlement of a total loss claim of any nature including theft and constructive total loss/ cash loss, the company will refund the Own damage and liability section premium in full (where the risk has not yet incepted). There would no refund for the premium related to lapsed period before the Cancellation effective date).

Cancellation of Policy in Double Insurance

In the event of cancellation of policy due to double insurance, the company will refund the Own damage and liability section premium in full where the Risk has not yet incepted. In the event where policy is in-force (risk has incepted), premium will be refunded as follows:

SL no	Scenarios	Same Risk start date (RSD)	Different Risk start date (RSD)	
			First policy cancelled (on request of Insured)	Later policy Cancelled
1	Dual policy with similar cover issued by the company	Full Refund	1. Full refund - if request is received before RSD 2. Proportional Refund - If request is received after RSD.	Full
2	Dual policy with different Companys	Full Refund - If cancellation request is received within 30 days from RSD. Proportional refund - if request is received after 30 days from RSD	Proportional Premium Refund (Subject to minimum premium)	Proportional Premium Refund (Subject to minimum premium)

No refund of premium can be allowed for such cancellation if any claim has arisen on either of the policies when both the policies were in operation, but prior to cancellation of one of the policies.

Please note:

No Motor Third Party Insurance may be cancelled by either the Company or the insured except on the following grounds:

Double insurance

Vehicle not in use anymore because of Total Loss or Constructive Total Loss

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
9	In case of total loss / constructive total loss /Cash loss/ Total theft of the vehicle, the claim will be settled at invoice price i.e amount paid by the insured / policyholder at the time of purchasing the vehicle, excluding subsidy amount, if included in the invoice, or the Insured declared value (IDV) whichever is lower, subject to terms and conditions of the policy and admissibility of claims

No Claim Bonus (NCB)

Applicable to Section I – Loss of or Damage to the Goods Carrying Vehicle.

No Claim Bonus, wherever applicable, will be as per following table.

Claims under Section I	% Discount on OD premium
No claim made or pending during the preceding year	20%
No claim made or pending during preceding Two consecutive years	25%
No claim made or pending during preceding Three consecutive years	35%
No claim made or pending during preceding Four consecutive years	45%
No claim made or pending during preceding Five consecutive years	50%

NB 1: If a claim is made under Section I during the currency of the policy, the No Claim Bonus discount reverts to NIL at the next renewal. Thereafter, NCB, if any earned, will be in terms of the above Table

NB 2: No Claim Bonus will be allowed provided the Policy is renewed within 90 days of the expiry date of the previous 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.

- It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely
 - the goods carriage has a valid registration to carry the said goods.
 - the vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident
 - that transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and
 - that the driver of the goods carriage is trained in handling the dangers posed during transport of such goods
- 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
 - Comply with the requirements of rules 129 to 137 (both inclusive) of these rules and
 - be aware of the risks created by such goods to health or safety or any person
- 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.

- It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods ensure the following, namely:
 - 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
 - the vehicle is equipped with necessary first-aid, safety equipment, toolbox 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 carrying 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 months 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. Defensive Driving

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

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

B. Advance Driving Skills and Training

i. Discussion

Before starting	During Driving	Before Stopping	After stopping
check list	correct speed / gear	safe stopping place	preventing vehicle movement
outside / below / near vehicle	signaling	signaling	wheel locks

product side	lane control	road width	vehicle attendance
inside vehicle	overtaking / giving side	condition	
	speed		
	limit/safe distance		
	driving on slopes		

Night Driving

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

C. Product Safety

Duration of training for C – 3rd day

UN Panel Training	Product Information	Emergency procedure
UN Classification	TREMCARDS	Communication
Hazchem Code	CISMSDS	Spillage handling
Toxicity, Flammability, Other definitions	importance of temperature pressure, level.	Use of FEE
	Explosive limits	Fire fighting
	Knowledge about equipment	First aid
		Toxic release control
		Protection of wells, rivers, lakes, etc.
		Use of protective equipment
		knowledge about valves etc.

Claim Procedure

The insured should intimate The Company within 15 days in case of OD (partial loss and complete loss) and within 24 hrs in case of theft and fire claims of the happening of loss or damage. The Company may, in its sole discretion, condone the delay in notification of claim on merit where the delay is proved to be beyond Insured's control, and the insured provides the Company with the reasons for delay in writing along with reasonable proof.

Reasons for delay which can be taken into consideration:

- (a) If the insured or his family members are grievously injured in the accident with hospitalization
- (b) If there is a death due to accident.
- (c) In case the Insured has any medical emergency and hospitalization.
- (d) Any other reasons which can be proved that they were beyond the insured's control in intimating the claim.

Note: Mere confiscation of the vehicle by police due to accident will not be considered as a valid reason for delay.

The insured shall take all reasonable steps to safeguard the vehicle 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 or any part thereof or any driver or employee of the insured.

Admissibility of Claims - LOSS OF OR DAMAGE TO THE VEHICLE INSURED

- The principle of indemnity is a basic rule of insurance that says the insurer will only pay for the actual loss suffered by the insured. The insurer will not pay for any loss that is not covered by the policy or for any loss that is not actually suffered by the insured.
- Examples of willful negligence
Reckless driving and driving while impaired by drugs or alcohol can fall under willful negligence, especially in cases of severe impairment. Any driving under the influence of drug / alcohol or any other intoxicant can render the claim to be inadmissible. Other examples include a lack of care while transporting hazardous cargo by driving recklessly or failing to secure those loads properly.

- Neglect of critical vehicle maintenance could face a willful negligence claim. For example, driving on brakes with 10 percent of their pads left and failing to repair them could result in a driver facing a higher negligence degree, like gross or willful negligence.
- Not engaging handbrake in a four wheeler or vehicle equipped with handbrakes driving through inundated streets, not maintaining the vehicle properly and driving with worn out brakes or tyres leaving the keys inside the vehicle or in a place which is not protected
- Motor vehicle accidents involving willful negligence can overlap with product liability. If a car has defective safety equipment, and the manufacturer knew or should have known of its possible impacts, that manufacturer may be held to a willful negligence standard.
- Proximity Check - Close proximity cases: - if the date of loss is within 30 days of commencement of cover, then the claim can be scrutinized before being investigated. However, this is not compulsory to investigate. If there is proof of the damage being old and accumulated the claim can be processed after approval from the approving authority.
- Period – The validity of the Insurance policy will be checked to ensure that the insurance is in force. The system validations are in place to check the period of insurance and not allow any claim to be processed beyond coverage period
- Peril – The cause of loss based on which the claim is made should be covered.
- Property - The Deceased person should be insured under the policy. The Registered Owner Name on RC / Policy / Pan Card / Aadhar Card should match. In case of minor differences, the same needs to be endorsed. If the difference is major, the same would be sent for further deliberation.
- Place – The location of the loss should be covered.
- Insurable Interest - The property insured, and the policy needs to be in the same name and the physical position of the vehicle should remain with the registered owner. However, if physical ownership is changed by entering into some agreement or by transfer where policy is not transferred it is treated as breach of Insurable interest. And the claim can be denied if it breaches the timelines of 15 days from any such transfer of vehicle.
- Verification of Premium Receipt is carried out at Our end. When a Payment is made through cheque or online mode, there is a possibility of return due to various factors including server errors. If the Premium is not received in advance, the policy becomes void. Systems are in place to check this validation.
- Cause of Loss and the sustained damages will be evaluated by the appointed surveyor which will be verified further by Technical Team of Insurer. In case of any mismatch in the same for particular damage or damage in entirety can be denied.
- All relevant document Validity w.r.t Loss date and Loss Time would be verified
- Current damages will be verified with Pre-inspection photos and Previous claim if any. The same will be allowed only for fresh damages and not repeated / old / pre existing. It can be a pro rata settlement as there are existing damages present in the same panel based on indemnity principle.
- Verifying the validity of Previous policy- Claim will be allowed if Previous policy details found valid as per previous insurer records.
- NCB verification, - If no claim is made in previous policy / policies preceding previous year, bonus in terms of discount is provided based on the number of years no claim has been preferred. If any misrepresentation on NCB is made in terms of eligible slab of NCB, the % misrepresented plus 10% will be deducted from claim amount.
- If there is a delay in intimation which leads to deterioration of Vehicle, then the same will be excluded from assessment.
- In Case of any discrepancy the claim may be referred for fact finding / forensic analysis / accident reconstruction etc.
- Claim would not be repudiated in part or full if the breach of warranty or condition is not relevant to the nature or circumstance of loss and on account of any delay on part of policyholder provided the delay does not result in increase in amount of loss

Precaution to be taken with vehicle

1. The vehicle should not be left unattended without proper precautions taken to prevent further loss or damage.
2. The vehicle should not be driven before the necessary repairs are affected, as any extension of the damage or any further damage is not payable under the policy.
3. Driving the vehicle after an under carriage damage and parking the vehicle at places which are not authorized or not frequented by people or vehicles without any precautions will be considered as gross negligence
4. The vehicle should be always parked as mentioned in Owner's Manual provided by Manufacturer. If the vehicle is parked at unguarded and unsecured place regularly will be considered on non standard basis.
5. Avoid water logging areas. Please follow the safe water level for driving as per owner's Manual.
6. The vehicle should be maintained in roadworthy condition. Brake Pads/Shoes should be replaced before it reaches the limit. Oil changing to be done as prescribed.
7. Periodic maintenance should be carried out as recommended by the OEM.
8. If the vehicle stops in water do not start the vehicle or try to jump start or push start the same without professional guidance. Please note water needs to be taken out through spark plug, or injectors depending on fuel type and no rotation of engine should be done before the said repairs.
9. In case of vehicle being declared Constructive Total Loss/ Total Loss/ Net of Salvage, the same can be shifted to a safe custody till further process.
10. The keys including the duplicate should be kept in safe custody as keys also have immobiliser facility to evade theft. In case you lose the key, get the keys replaced and recoded. Any loss of key needs to be informed to the insurer immediately.
11. Duplicate keys should not be made as this may cause vulnerability of theft.
12. Duplicate keys should not be with the vehicle.
13. Changes should not be made to the seating capacity or any alternation / modification should not be carried out in contravention to MV act/ rules

List of Documents

- Claim Form
- Vehicle Registration Certificate (RC Book),
- Driving Licence of Driver at the time of Loss
- Estimate
- Address Proof- Electric Bill / Voter Card/ Passport / Adhar Card
- Identity Proof- Adhar Card / Pan Card
- CKYC form
- Discharge cum Satisfaction Voucher
- Payment Receipt (If non cashless case)
- Neft Mandate Form / Cancel CTS Chq / Passbook
- Police FIR copy (in case of Full theft or TP injury) and also in case of any malicious act
- Panchanama (in case of Partial Theft or TP injury)

- Postmortem Report (In case of driver death)
- MLC report (In case of Driver / passenger Injury/Driver death)
- Repair Bill (After completion of repair work)

*If TP injury

- Above documents with Police FIR copy, Panchnama copy, MLC report

*If Driver death

- Above product wise basic documents with Police FIR copy, Panchnama copy, MLC reports, Post Mortem report

Additional Document for Total Loss / Constructive Total Loss Motor OD Claims If opted RTI cover-

- Original Sale Invoice in Name of Insured, Notarised Consent

For Hypothecated cases-

- Loan Account Statement, NEFT details of Loan Account, Foreclosure Letter

If no Hypothecation Or after Loan Closer

- Bank NOC and Form 35 duly stamped and signed by Financer, Notarized Consent from Insured

Please Note-

- Insured and Driver Google Timeline, Fast Tag Statement, Toll receipts will require to confirm Loss Place date, time
- In case of 2nd owner without Hypothecation then may require ITR copy.
- Any other requirement on basis of merits of claim then we will inform you accordingly

Standard claim evaluation process - LOSS OF OR DAMAGE TO THE VEHICLE INSURED

1. Intimate the claim through the various channels available for intimation.
2. Get the spot survey done by informing USGI toll free numbers in case the vehicle is Goods carrying or passenger carrying. In case of PVT vehicle if possible, take photograph at the spot along with the details of other vehicle involved.
3. Submit duly filled and signed claim form. Please mention the correct cause of loss.
4. Loss falling within the definition of named peril in the policy will be covered for any insurance claim.
5. Furnish all information and documentary evidence as required.
6. It is recommended to submit an estimate of repair to ascertain the cost of parts which keeps on changing. In absence of the same the surveyor can prepare an estimate as per the last available price.
7. The Company will appoint a surveyor immediately after receipt of intimation to assess the loss as per IRDAI guidelines.
8. The surveyor shall inspect the damaged vehicle, discuss the cost of repair or replacement with the repairers and submits his report to the insurance company having assessment as below criteria
 - a. If replacement with OEM Parts -Assessment will be as per actual Rate by applying depreciation
 - b. If repairing carried with replacement of OES Parts (Original Equipment supplier – generally part rates are 30% of OEM)- Assessment will be 30% less on OEM part rate by applying depreciation
 - c. If repairing carried with replacement of Non-OEM / Non OES Parts by Insured- Assessment will be 50% less on OEM part rate without applying depreciation.
9. In case of theft, immediately inform the police authorities and Insurance company as well
10. If the repair bill amt paid directly to the repairer, then the bill in the name of Universal Sampo GIC Ltd. with proper GSTIN number available with all the offices is necessary. Insured can reimburse with the amount on submission of a receipt and bill from the repairer.
11. Wherever possible click spot photos of vehicle after accident with photos of other involved vehicles etc.
12. Vehicle will be declared Constructive Total Loss where the aggregate cost of repairs exceeds 75% of IDV mentioned in the Policy. If the vehicle has not suffered extensive structural damage and can be repaired using reconditioned / OES Parts without affecting the structural integrity of the vehicle the same can be sold with RC and if the structural integrity is compromised the same should be sold without RC. The vehicle can be retained by Insured by opting for cash loss settlement where wreck value will be deducted from the IDV and rest amount will be paid after deduction of compulsory excess.
13. The Company may offer replacement of same Make and Model in case the model is discontinued OR The vehicle ownership sequence is greater than one.
14. The CTL will be decided based on the safety parameters which includes structural panel, crumple zones safety equipment fitted in the vehicle, water contamination due to inundation. Any deviation in the same by opting for substandard repairs will not be considered for determination of the liability.
15. Salvage will not be deducted for any repair basis claim/partial loss claim. However, Salvage can be collected by authorized vendor or USGI officials.

THIRD PARTY CLAIMS IMMEDIATE ACTION AFTER ACCIDENT:

- a. Give immediate written notice to the insurance company about an accident to third party within 30 days.
- b. Furnish all information and documentary evidence as the insurance company may require for future action.
- c. At the same time, you should be submitting a claim form along with relevant documents and information about the third-party victim.
- d. On receipt of intimation form Court/ MACT/EC Court, a competent Advocate from the company's panel may be appointed.
- e. On receipt of notice from any authority pertaining to the said accident to be duly informed to the insurance company along with received documents.
- f. No offer or promise to be given by the insured to third party without the written consent of the insurance company.

Admissibility of Claims - PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

- **Period** – The validity of the Insurance policy will be checked to ensure that the insurance is in force. The system validations are in place to check the period of insurance and not allow any claim to be processed beyond coverage period
- **Peril** – The cause of loss based on which the claim is made should be covered.
- **Property** - The Deceased person should be insured under the policy. The Registered Owner Name on RC / Policy / Pan Card / Aadhar Card should match. In case of minor differences, the same needs to be endorsed. If the difference is major, the same would be sent for further deliberation.
- **Place** – The location of the loss should be covered.
- **Insurable Interest**-The Registered owner must be insured, and the policy needs to be in the same name and the physical position of the vehicle should remain with the registered owner. However, if physical ownership is changed by entering into some agreement or by transfer where policy is not transferred it is treated as breach of Insurable interest. And the claim can be denied if it breaches the timelines of 15 days from any such transfer of vehicle.
- **Verification of Premium Receipt** is carried out at Our end. When a Payment is made through cheque or online mode, there is a possibility of return due to various factors including server errors. If the Premium is not received in advance, the policy becomes void. Systems are in place to check this validation.
- All the facts finding would be carried out by the Investigators.
- All relevant document Validity w.r.t Loss date and Loss Time would be verified
- The claim intimated should not be in contravention to MV Act/ rules

Standard claim evaluation process - PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

1. Intimate the claim through the various channels available for intimation.
2. Submit duly filled and signed claim form by Nominee / Legal Hier. Please mention the correct cause of loss.
3. Loss falling within the definition of named peril in the policy will be covered for any insurance claim.
4. Furnish all information and documentary evidence as required.
5. The Company will appoint Investigator immediately after receipt of intimation for Facts Finding.
6. The investigator will visit to Person who intimate the claim for facts finding.
7. In case of Permanent Total Disablement as per Policy Terms / Death- immediately inform the police authorities and Insurance company as well.

List of Documents - PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

- Claim Form,
- Policy Copy,
- Vehicle Registration Certificate (RC Book),
- Fitness, permit, authorization, road tax (For Commercial vehicles). In addition load challan would be required for GCV and MISC D.
- Driving Licence of Insured at the time of Loss
- Driving Licence of Driver at the time of Loss
- Driving License Extract copy of Driver at the time of Loss
- Driving License Extract copy of Insured at the time of Loss
- Address Proof of Insured- Electric Bill / Voter Card/ Passport / Adhar Card
- Identity Proof of Insured - Adhar Card / Pan Card
- CKYC form of Nominee.
- Address Proof of Nominee / Legal Hier - Electric Bill / Voter Card/ Passport / Adhar Card
- Identity Proof of Nominee / Legal Hier:- Adhar Card / Pan Card
- Nominee Relation Proof (for example Ration Card/Marriage Certificate)
- Nominee Written Statement
- Witness Statement with Identity Proof and Address Proof
- Discharge cum Satisfaction Voucher signed by Nominee / Legal Hier
- Neft Mandate Form / Cancel CTS Cheque / Passbook of Nominee / Legal Hier
- Police FIR copy , GD Entry
- Panchanama

- Postmortem Report (In case of Driver death)
- MLC report (In case of Driver / passenger Injury/Driver death)
- Final Report or Final Charge Sheet If(FIR)
- Insured Death Certificate
- Hospital records if any.

Turn-around time (TAT) for claim settlement:

- **Loss of or damage to the vehicle insured**

Surveyor appointment- within 24hrs from Claim Intimation

Survey Completion- within 24hrs of Surveyor appointment

Surveyor report submission- within 15 days from Date of Survey

Settlement / Claim decision- within 7 days from date of receipt of surveyor report

Claim Payment to Insured in case of Non-Cashless – Claims shall be settled within 15 days of receipt of or the last relevant and necessary document.

- **Personal accident cover for owner-driver**

Investigator appointment- within 24hrs from Claim Intimation

Investigator First Visit- within 24hrs of Investigator appointment

Investigators report submission- within 15 days from Date of First Visit.

Settlement / Claim decision- within 7 days from date of receipt of Last Document

Claim Payment to Nominee / Legal Hier –Claims shall be settled within 15 days of receipt of the last relevant and necessary document.

- **Escalation Matrix**

- **Level 1:** contactclaims@universalsompo.com
- **Level 2-** grievance@universalsompo.com
- **Level 3-** gro@universalsompo.com

Note: Please include Your Policy number for any communication with us.

Grievances:

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, you can address Your grievance as follows:

Step 1: Contact Us

Write to us at:

Universal Sampo General Insurance Co. Ltd.

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

E-mail Address:

contactus@universalsompo.com

Toll Free Numbers: 1800-22-4030 OR

1800-200-4030

Step 2: Grievance Cell

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Universal Sampo General Insurance Co. Ltd.

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

E-mail Address:

grievance@universalsompo.com

Visit Branch Grievance Redressal Officer (GRO) - Walk into any of our nearest branches and request to meet the GRO.

- We will acknowledge receipt of your concern immediately.
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response.

Step 3: Chief Grievance Redressal Officer

In case, you are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, you may write or email to:

Universal Sampo General Insurance Co. Ltd.

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane-Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

E-mail Address:

gro@universalsampo.com

For updated details of grievance officer, kindly refer the link <https://www.universalsampo.com/resource-grievance-redressal>.

Step 4: Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any.

Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at <https://www.gicouncil.in/>, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: <https://www.cioins.co.in/Ombudsman>.

Note: Grievance may also be lodged with IRDAI <https://bimabharosa.irdai.gov.in/>

Please find below the contact details for Ombudsman offices.

OMBUDSMAN OFFICE			
OFFICE OF OMBUDSMAN	ADDRESS	CONTACT DETAILS	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380001.	Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011	Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009.	Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017	Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002	Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).	Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Tel.: 040 – 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 – 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G. Road, Kochi - 682 011.	Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
KOLKATA - Shri P. K. Rath	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072	Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 4002082/3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301.	Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.	Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE - Shri Vinay Sah	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Disclaimer: Insurance is the subject matter of solicitation. Please read all the Terms & Conditions and Policy Document carefully before purchasing a policy.

ENDORSEMENTS (ATTACHED TO AND FORMING A PART OF POLICY) Applicable only if it is specified in policy schedule

IMT. 1. Extension of Geographical Area

In consideration of the payment of an additional premium of Rs..... by the Insured as mentioned in the schedule and realization thereof by the Company, 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.

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

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 be deemed 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.

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-

Re gd. No	Engin e/ Chass is No	Mak e	Type of Body	C C	Year of Mfg.	Seating Capacity includin g 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.

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.

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.

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.

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.

IMT. 11.A. VEHICLES LAIDUP (Layup 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.

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 layup 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.

IMT. 11. B. VEHICLES LAID UP

(Layup 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.

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 layup 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.

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.

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.

IMT 17. 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 :-

Details 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.

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 the event 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 :-

- (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 Moorside Two-Wheeler Policies and 'Condition 4' in the case of Commercial Vehicles Policy.

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).

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.

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.

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.

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.

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.

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.

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.

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. 25/- 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;
- the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;

IMT.32. ACCIDENTS TO SOLDIERS /SAILORS/ AIRMEN EMPLOYED AS DRIVERS

In consideration of the payment of an additional premium of Rs 100/-* it is hereby understood and agreed that in the event of any Soldier/Sailor/Airman employed by the insured to drive the vehicle insured being injured or killed whilst so employed, this policy will extend to relieve the insured of his liability to indemnify Ministry of Defence under the respective Regulations.

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

* This additional premium is flat and irrespective of period of insurance not exceeding 12 months. Any extension of the policy period beyond 12 months will call for payment of further additional premium under this endorsement.

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.
- (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

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.

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.

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.

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.

(II) 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.

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/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 Rs25/- 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.

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.

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.

**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.

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

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.

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.

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.