

## **Third Party Private Car Policy - 3 Years Policy Wording**

### **REGISTERED & CORP OFFICE:**

**Universal Sampo General Insurance Company Limited:**

**8<sup>th</sup> Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063.**

### **Contact US:**

**24/7 Customer Care:** Toll free Nos: 1800 - 22- 4030 or 1800-200-4030

**Email:** [contactus@universalsompo.com](mailto:contactus@universalsompo.com)

**Website:** [www.universalsompo.com](http://www.universalsompo.com)

**IRDAI Registration Number:134**

**CIN: U66010MH2007PLC166770**

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 Company (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 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:-
  - a. Death of or bodily injury to any person so far as it is necessary to meet the requirements of Motor Vehicles Act.
  - b. Damage to property other than property belonging to the Insured or held in trust or in the custody or control of the Insured.
2. The Company will pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the limitations of the indemnity granted by this Section to the Insured, the Company will indemnify any driver who is driving the Motor vehicle on the Insured's order or with Insured's permission provided that such driver shall as though he/she was the Insured observe fulfil 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 fulfill 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 defense of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this 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.

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 provisions.

## **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 II 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 driving or mounting into/dismounting from the vehicle insured or whilst traveling in it 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
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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:

- A. 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.
- B. 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
  - i. intentional self-injury suicide or attempted suicide physical defect or infirmity or
  - ii. an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

#### **This cover is subject to**

- a. The owner-driver is the registered owner of the vehicle insured herein;
- b. The owner-driver is the insured named in this policy.
- c. The owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

#### **General Exclusions (Applicable to all sections of Policy)**

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

1	The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein; <ol style="list-style-type: none"> <li>a. being used otherwise than in accordance with the "Limitations as to Use" OR</li> <li>b. being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause</li> </ol>
2	The Company shall not be liable in respect of any claim arising out of any contractual liability.
3	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 arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
4	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 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 or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
5	The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences 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.
6	The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

#### **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 accident and in the event of any claim. Every letter, claim, writ, summons and/or process shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the
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	insured shall have knowledge of any impending Prosecution Inquest or Fatal Inquiry in respect of any accident which may give rise to a claim under this Policy.
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. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.
3	The insured shall take all reasonable steps to maintain the insured vehicle in efficient condition and the company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured.
4	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 liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation, cost or expense.
5	The due observance and fulfilment of the terms, conditions and endorsement 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.
6	<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> <ol style="list-style-type: none"> <li>Death Certificate in respect of the insured</li> <li>Proof of title to the vehicle</li> <li>Original Policy.</li> </ol>
7	<p><b>CANCELLATION</b></p> <p>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</p> <p>In such case of cancelation, the Company will refund proportional premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period</p> <p>In case the term of the policy is more than 12 months, the Company will refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.</p> <p>The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.</p> <p>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.</p> <p>Cancellation due to Total Loss/Total Theft/ Cash loss of Vehicle/ Double insurance</p> <p>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 liability section premium in full for the unexpired years (where the risk has not yet incepted). There would no refund for the premium related to lapsed years (Risk years/12 month periods which have expired before the Cancellation effective date) and for the current year where the cancellation effective date falls.</p>

## Cancellation of Policy in Double Insurance

In the event of cancellation of policy due to double insurance, the company will refund the liability section premium in full for the unexpired years (years for which the Risk has not yet inception). For the year where policy is in-force (risk has inception), 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 Companies	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 running policy year premium can be allowed for such cancellation if any claim has arisen on either of the policies during the uncompleted year's period 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
- In the event the vehicle is sold and/or transferred

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.

## CLAIM PROCEDURE

### THIRD PARTY CLAIMS

#### IMMEDIATE ACTION AFTER ACCIDENT:

- Give immediate written notice to the insurance company about an accident to third party within 30 days.
- Furnish all information and documentary evidence as the insurance company may require for future action.
- At the same time, you should be submitting a claim form along with relevant documents and information about the third-party victim.
- On receipt of intimation from Court / MACT / EC Court, a competent Advocate from the company's panel may be appointed.
- On receipt of notice from any authority pertaining to the said accident to be duly informed to the insurance company along with received documents.
- 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

- 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

Any driving under the influence of drug / alcohol or any other intoxicant can render the claim to be inadmissible.

The claims would be admissible based on the following principles

- 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 / Legel 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 / Legel Hier - Electric Bill / Voter Card/ Passport / Adhar Card
- Identity Proof of Nominee / Legel 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 / Legel Hier
- Neft Mandate Form / Cancel CTS Cheque / Passbook of Nominee / Legel Hier
- Police FIR copy , GD Entry
- Puchanama
- 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:

- **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.

**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@universalsampo.com](mailto:contactus@universalsampo.com)

**For more details:**

[www.universalsampo.com](http://www.universalsampo.com)

**Toll Free Numbers:** 1800-22-4030

1800-200-4030

**OR**

**Senior Citizens toll**

**free number:** 1800-267-4030

#### 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@universalsampo.com](mailto:grievance@universalsampo.com)

**For more details:**

[www.universalsampo.com](http://www.universalsampo.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](mailto:gro@universalsampo.com)

**For more details:**

[www.universalsampo.com](http://www.universalsampo.com)

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

#### **Step 4: Insurance Ombudsman**

**Bima Bharosa Portal link :** <https://bimabharosa.irdai.gov.in/>

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](http://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
<b>AHMEDABAD</b>	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.
<b>BENGALURU</b>	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
<b>BHOPAL</b>	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
<b>BHUBANESHWAR</b>	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
<b>CHANDIGARH</b>	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.
<b>CHENNAI</b>	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).
<b>DELHI</b>	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
<b>GUWAHATI</b>	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.
<b>HYDERABAD</b>	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.
<b>JAIPUR</b>	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
<b>ERNAKULAM</b>	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
<b>KOLKATA - Shri P. K. Rath</b>	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.
<b>LUCKNOW</b>	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, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI</b>	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.
<b>NOIDA</b>	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
<b>PATNA</b>	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
<b>PUNE - Shri Vinay Sah</b>	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.

## 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-

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

In consequence of this change, an extra / refund premium of Rs. .... is charged/ allowed to the insured. Subject otherwise to the terms exceptions conditions and limitations of this policy.

### 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. 8. DISCOUNT FOR MEMBERSHIP OF RECOGNISED AUTOMOBILE ASSOCIATIONS (PRIVATE CARS AND MOTORISED TWO WHEELERS ONLY)

It is hereby understood and agreed that in consideration of insured's membership of .....\*\* a discount in premium of Rs. .... \* can the insured hereunder from .... /.../.....

It is further understood and agreed that if the insured ceases to be a member of the above-mentioned association during the currency of this Policy the insured shall immediately notify the insurer accordingly and refund to the insurer a proportionate amount of the discount allowed on this account for the unexpired period of the cover.

\*For full policy period, the full tariff discount to be inserted. For mid-term membership, prorata proportion of the tariff discount for the unexpired policy period is to be inserted.

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

#### 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 15. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER OR

**CLEANER (Applicable to private cars including three wheelers rated as private cars and motorized two wheelers with or without side car [not for hire or reward])**

In consideration of the payment of an additional premium it is hereby agreed and understood that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the insured person in direct connection with the vehicle insured or whilst mounting and dismounting from or traveling in vehicle insured 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.



#### IMT.16. PERSONAL ACCIDENT TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER AND CLEANER

*{For vehicles rated as Private cars and Motorised two wheelers (not for hire or reward) with or without side car}*

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 injuries hereinafter defined sustained by any passenger other than the insured and/or the paid driver attendant or cleaner and/or a person in the employ of the insured coming within the scope of the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in but not driving the insured motor car and caused by violent, accidental, external and visible means which independently of any other cause shall within three 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.

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

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

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

\*\* The registered sitting capacity of the vehicle insured is to be inserted.

#### 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.

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

#### IMT. 29. LEGAL LIABILITY TO EMPLOYEES OF THE INSURED OTHER THAN PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER WHO MAY BE TRAVELLING IN OR DRIVING THE EMPLOYER'S CAR {Private Cars only/ Motorised two wheelers (not for hire or reward)}

In consideration of the payment of an additional premium @ Rs.25/- per employee insured notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against the insured's liability at **Common Law and Statutory Liability under the Fatal Accidents Act, 1855** for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than paid drivers) of the within named insured being carried in or upon or entering in or getting on to or alighting from or driving the vehicle insured. Provided that in the event of an accident whilst the vehicle insured is carrying more than .....\* employees of the insured (including the driver) the insured shall repay to the insurer a rateable proportion of the total amount payable by the insurer by the reason of this endorsement in respect of accident in connection with such vehicle insured.

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

NB. \* To insert the number of employees for which the premium has been paid.

### IMT.31 RELIABILITY TRIALS AND RALLIES [Private Cars and Motorised Two Wheelers]]

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this Policy is extended to apply whilst the vehicle insured is engaged in .....\* to be held at .....\*\* on or about the date of .../.../... under the auspices of .....#

Provided that :-

- (a) No indemnity shall be granted by this Endorsement to .....#
- (b) This Policy does not cover use for organised racing, pace making or speed testing.
- (c) During the course of the .....\* the Insurer shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle insured at the time of the occurrence of the event out of which any claim arises.

# # It is further understood and agreed that while the vehicle insured is engaged in .....\* the insured shall bear the first Rs.....@ (or any less amount for which the claim may be assessed ) of each and every claim under Section I of this Policy.

Provided that if the insurer shall make any payment in exercise of its discretion under Condition No. 3 of the policy in settlement of any claim and such payment includes the amount for which the insured is responsible by reason of this Endorsement the insured shall repay to the insurer forthwith the amount for which the insured is so responsible.

For the purpose of this Endorsement the expression "claim" shall mean a claim or series of claims arising out of one event. Subject otherwise to the terms conditions limitations and exceptions of this Policy.

\* To insert the name of the event .

@ To insert Rs. 5000/- for Private cars or Rs. 2500/- for motorised two wheelers. For the duration of the event the deductible under Section 1 of the policy for the purpose of IMT 22 will be the amount stated in IMT 22 or the amount stated herein, whichever is higher.

\*\* To insert the venue of the event.

# To insert the name of the promoters of the event.

# # To delete this entire paragraph in case of Liability Only policies.

# # It is further understood and agreed that while the vehicle insured is engaged in .....\* the insured shall bear the first Rs.....@ (or any less amount for which the claim may be assessed ) of each and every claim under Section I of this Policy.

Provided that if the insurer shall make any payment in exercise of its discretion under Condition No. 3 of the policy in settlement of any claim and such payment includes the amount for which the insured is responsible by reason of this Endorsement the insured shall repay to the insurer forthwith the amount for which the insured is so responsible.

For the purpose of this Endorsement the expression "claim" shall mean a claim or series of claims arising out of one event.

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

\* To insert the name of the event .

@ To insert Rs. 5000/- for Private cars or Rs. 2500/- for motorised two - wheelers. For the duration of the event the deductible under Section 1 of the policy for the purpose of IMT 22 will be the amount stated in IMT 22 or the amount stated herein, whichever is higher.

\*\* To insert the venue of the event.

# To insert the name of the promoters of the event.

# # To delete this entire paragraph in case of Liability Only policies.

### 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 .