5 YEARS - TWO WHEELER LIABILITY POLICY WORDING

Product Code: 3005/A **UIN:** IRDAN115RP0003V02201819

CHAPTER 1 - STANDARD FORM FOR 5 YEARS - TWO WHEELER LIABILITY POLICY

Whereas the Insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the company for insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accident loss or damage occurring during the Period of Insurance. (The 5 Years- Two wheeler liability policy referred to in this Tariff will include motor cycle / scooter / auto cycle or any other motorised two wheeled vehicle mentioned in the Schedule.)

NOW THIS POLICY WITNESSETH

That subject to the Terms Exceptions and Conditions contained herein or endorsed or otherwise expressed hereon.

SECTION II - LIABILITY TO THIRD PARTIES

1. I. 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 insured 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 including occupants carried in the insured 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 Vehicles 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,

(b) 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 the Company shall not be liable in respect of death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading there from.

II. The Company will pay all costs and expenses incurred with its written consent.

III. 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 exceptions and conditions of this Policy in so far as they apply.

IV. 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 exceptions and conditions of this Policy in so far as they apply.

V. The Company may at its own option

a) Arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and

b) Undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

2. POLICY PERIOD

Means the period commencing from policy start date and hour and terminating on the policy and date and hour as specified in part I of schedule of the policy

3. 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 provision.

4. 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 - PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

Subject otherwise to the terms exceptions conditions and limitations of this Policy, the Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the Owner-Driver of the vehicle in direct connection with the vehicle insured or whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

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 insured being a minimum of ₹15,00,000/- or such higher amount as may be opted by the Insured upon payment of additional premium and as mentioned in the policy schedule during any one period of insurance.

I. No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to

(a) intentional self injury suicide or attempted suicide physical defect or infirmity or

(b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs. 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,

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

II. The personal accident cover for owner driver is mandatory for a period of one year and may be extended, in line with the duration of policy, at the discretion of the customer.

CHAPTER 2 - Exception and Condition

1. GENERAL EXCEPTIONS

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

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

II. Any claim arising out of any contractual liability;

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

a) Being used otherwise than in accordance with the 'Limitations as to Use' or

b) Being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.

IV. a) Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss

b) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

V. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

VI. 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.

2. 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.

I. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental or loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim 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 injury in respect of any occurrence which may give rise to a claim under this policy. In case of theft or other criminal act which may be the subject of 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.

Wherever details pertaining to any incident which results in a claim, are conveyed by the insured to the insurer after reasonable period, insured shall provide the reasons of such delay to the insurer and insurer may on analysis of reasons provided by insured, condone the delay in intimation of claim or delay in providing the required information/documents to the insurer.

II. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

III. 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.

IV. The policyholder can cancel the policy at any time during the term, by informing the insurer. In case the Policyholder cancels the policy, he/ she is not required to give reasons for cancellation. In such case of cancelation, the insurer 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.

In case the term of the policy is more than 12 months, the insurer 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.

The insurer 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 insurer 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 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 for the unexpired years (years for which the Risk has not yet incepted). For the year where policy is in- force (risk has incepted), premium will be refunded as follows:

SR 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	Full Refund
2.	Dual policy with different Insurers	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	Proportional Premium Refund

V. 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 ratable proportion of any compensation, cost or expense.

VI. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

VII. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle. Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:

a) Death Certificate in respect of the insured

b) Proof of title to the vehicle

c) Original Policy

CHAPTER 3 - INDIA MOTOR TARIFF - ENDORSEMENTS

1. IMT. 1. Extension of Geographical Area

In consideration of the payment of an additional premium of ₹..... 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.

2. IMT. 3. TRANSFER OF INTEREST

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

3. IMT. 4. Change of Vehicle

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

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

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

4. IMT. 5. HIRE PURCHASE AGREEMENT

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

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

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy. Subject otherwise to the terms exceptions conditions and limitations of this policy.

5. IMT. 6. LEASE AGREEMENT

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

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

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy. Subject otherwise to the terms exceptions conditions and limitations of this policy.

6. IMT. 7. Vehicles subject to Hypothecation Agreement

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

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

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the Insured or the Insurer respectively under or in connection with this Policy or any term, provision or condition thereof.

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

7. IMT. 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 ₹ .....* is allowed to 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.

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

* 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.

** Insert name of the concerned Automobile Association.

8. 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 ₹.....** 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.

9. VEHICLES LAID UP

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

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

1. # The insurer will deduct from the next renewal premium the sum of ₹.....* and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.
2. # The period of insurance by this policy is extended to ..... /..... /..... in view of the payment of an additional premium of ₹.....**

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

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

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

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

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

1. Fire risks, the words 'BURGLARY HOUSEBREAKING OR THEFT' are to be deleted;
2. Theft risks, the words 'FIRE EXPLOSION SELF IGNITION OR LIGHTNING' are to be deleted.
3. Fire and Theft risks no part of the words in capitals are to be deleted.

B. IMT. 11. B. VEHICLES LAID UP (Lay up period not declared)

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

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

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

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

1. Fire risks, the words 'BURGLARY HOUSEBREAKING OR THEFT' are to be deleted;
2. Theft risks, the words 'FIRE EXPLOSION SELF IGNITION OR LIGHTNING' are to be deleted.
3. Fire and Theft risks no part of the words in capitals are to be deleted.

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

UP It is hereby understood and agreed that the insurance by this rPeoslipceyctinof 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

1. # The insurer will deduct from the next renewal premium the sum of ₹.....* and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.
2. # The period of insurance by this policy is extended to ..... /..... /..... in view of the payment of an additional premium of ₹ .....**

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 a nd / or Theft risks for the lay up periods is to be inserted.

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

10. 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.

11. 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.

12. 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:-

Nature of injury	Scale of compensation
(i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
(iii) Loss of one limb or sight of one eye	50%
(iv) Permanent total disablement from injuries other than named above	100%

Provided always that

(1) Compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of ₹.....* 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 passenger is to be inserted.

13. 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 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 :

Nature of injury	Scale of compensation
(i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
(iii) Loss of one limb or sight of one eye	50%
(iv) Permanent total disablement from injuries other than named above	100%

Provided always that:-

(1) Compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of ₹.....* 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.

13. 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 :

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

I. 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 ₹.....* during any one period of insurance in respect of any such person.

II. 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.

III. 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.

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

In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer undertakes to pay compensation to any unnamed hirer/ driver/any unnamed pillion/sidecar passenger* on the scale provided below for bodily injury caused by violent, accidental, external and visible means whilst mounting into/onto and/or dismounting from or traveling in/on the vehicle insured which independently of any other cause shall within three calendar months of the occurrence of such injury results in :

Nature of injury	Scale of compensation
(i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
(iii) Loss of one limb or sight of one eye	50%
(iv) Permanent total disablement from injuries other than named above	100%

Provided always that:

(1) Compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of ₹.....** during any one period of insurance in respect of any such person.

(2) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

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

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

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

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

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

15. 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 :-

1. a) 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

   b) 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

2. The reasonable cost of fitting such parts.

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

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

16. 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 ₹ 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 ₹.....* is hereby made to the insured. Subject otherwise to the terms conditions limitations and exceptions of the policy.

*To insert ₹ 50, Per Year

17. 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

I. 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.

II. 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/Cash Loss) the first ₹.....* 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.

18. 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/Cash Loss) the first ₹.....* (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.

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

2. 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.

19. IMT. 22. A. VOLUNTARY DEDUCTIBLE (For private cars/ motorized two wheelers other than for hire or reward)

It is by declared and agreed that the insured having opted a voluntary deductible of ₹.....* a reduction in premium of ₹.....** under Section 1 of the policy is hereby allowed.

In consideration of the above, 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/Cash Loss) the first ₹.....*** (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.

*To insert voluntary deductible amount opted by the insured under tariff for Private car/tariff for motorised two wheeler.

** To insert appropriate amount relating to the voluntary deductible opted as per the provision of tariff for Private car/tariff for motorised two wheelers.

***To insert aggregate amount of voluntary deductible opted and the compulsory deductible applicable to the vehicle insured as in G.R. 40.

#To insert policy condition No. 3 of the tariff for private car/ tariff for motorised two wheelers.

20. 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 ₹....., 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.

21. IMT. 25. CNG/LPG KIT INBI-FUEL SYSTEM (Own Damage cover for the kit)

In consideration of the payment of premium of ₹.....* 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 Section1 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.

22. IMT. 26. FIRE AND/OR THEFT RISKS ONLY (Not applicable for Miscellaneous and Special Types of vehicles ratable under Class-D and Motor Trade Policies under Classes-E,FandGoftheCommercialVehiclesTariff)

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.

23. IMT. 27. LIABILITY AND FIRE AND/OR THEFT (Not applicable for Miscellaneous and Special Types of vehicles rateable under Class 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 there under 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.

24. 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 ₹ 50/- per year, 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

I. 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;

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

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

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

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

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

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

In consideration of the payment of an additional premium @ ₹50/- per employee insured, per year, 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.

26. IMT. 30. TRAILERS. (Applicable to Private Cars Only)
In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this policy shall extend to apply to the Trailer (Registration No.....).

Provided always that

*I. The IDV of such Trailer shall be deemed not to exceed .....**

II. The term 'Trailer' shall not include its contents or anything contained thereon.

III. Such indemnity shall not apply in respect of death or bodily injury to any person being conveyed by the said Trailer otherwise than by reason of or in pursuance of a contract of employment.

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

*Delete in the case of Liability to the public Risks only policies.

**Insert value of trailer as declared at inception of insurance or any renewal thereof.

27. 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:-

I. No indemnity shall be granted by this Endorsement to .....#

II. This Policy does not cover use for organised racing, pace making or speed testing.

III. 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 ₹..... @ (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 ₹ 5000/- for Private cars or ₹ 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.

28. IMT. 32. ACCIDENTS TO SOLDIERS/SAILORS/AIRMEN EMPOYED AS DRIVERS

In consideration of the payment of an additional premium of ₹ 100/-* per year, 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 per year and irrespective of period of insurance not exceeding tenure of policy. Any extension of the policy period beyond tenure will call for payment of further additional premium under this endorsement.

29. IMT. 33. LOSS OF ACCESSORIES (Applicable to Motorised Two Wheeler Policies only)

In consideration of the payment of an additional premium of ₹..... it is hereby understood and agreed that as from ...../...../..... notwithstanding anything to the contrary contained in Section I but subject otherwise to the terms exceptions conditions and limitations of this Policy the insurer will indemnify the insured in respect of loss of or damage to accessories the property of the insured, specifically declared by the insured caused by burglary, housebreaking or theft.

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

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

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

1. Shall have entered into a hire contract with the insured and who prior to such hiring shall have satisfactorily completed and signed a supplementary proposal form**.
2. Shall have satisfied the insured a) that the vehicle insured will only be driven by a duly licensed driver whose license has not been endorsed; b) that such driver has not been refused Motor Insurance nor had his/her insurance policy been cancelled nor had

special conditions imposed nor had increased premium demanded from him/her by reason of claims experience.

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

1. For any loss, damage or liability due to or arising from theft or conversion by the Hirer unless covered by payment of additional premium @ 1.50% on IDV. (Endt. IMT 43 is to be used.)
2. To pay the first ₹..... of each and every claim in respect of which indemnity would but for this endorsement have been provided by Section I of this Policy.

   If the expenditure incurred by the Insurer shall include the amount for which the Insured is responsible hereunder, such amount shall be repaid by the insured to the Insurer forthwith. For the purpose of this endorsement the expression .Claim shall mean a claim or series of claims arising out of one cause in respect of the vehicle.
3. If the vehicle is used by the Hirer for carriage of passengers for hire or reward.

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

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

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

NOTE :

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

**Insurer to devise a suitable supplementary proposal form.

31. 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.

32. 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, per year 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.

33. 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 ₹ 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.

34. 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 ₹..... 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.

35. IMT. 46. LEGAL LIABILITY TO PASSENGERS EXCLUDING LIABILITY FOR ACCIDENTS TO EMPLOYEES OF THE INSURED ARISING OUT OF AND IN COURSE OF THEIR EMPLOYMENT (Applicable to Ambulance/Hearses under class D of Commercial vehicles and to Motor Trade vehicles)

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

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

Provided further that in computing the number of persons for the purpose of this endorsement any 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.

(For use with 'Liability Only' Policy)

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

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

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

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

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

36. IMT. 47. MOBILE CRANES/DRILLING RIGS/MOBILE PLANTS/EXCAVATORS/NAVVIES/SHOVELS/GRABS/ RIPPERS.

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

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

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

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

1. Liability only Policies.
2. Package Policies where an additional premium has been paid for inclusion of damage by overturning.

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

Where a premium reduction is allowed for exclusion of damage when in use as a tool of trade omit from paragraph (a) (the words resulting from "overturning" and "except for loss" or "theft".

37. IMT. 48. AGRICULTURAL AND FORESTRY VEHICLES AND OTHER MISCELLANEOUS VEHICLES WITH TRAILERS ATTACHED- EXTENDED COVER

It is hereby declared and agreed that in consideration of an additional premium of ₹..... the indemnity provided by this Policy shall apply in respect of any trailer (including Agricultural Implements such as Ploughs, Harrows and the like) described in the under noted Schedule of trailers as though it were a vehicle described in the Schedule and had set against it in the Schedule the value set against it in the under noted Schedule of trailers. Provided that the Insurer shall be under no liability under Section I of the Policy in respect of breakage of any part of the agricultural trailer or implements caused by ground obstructions.

Schedule of Trailers

* Description Insured's Declared value (IDV)

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

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

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

38. IMT. 49. EXCLUSION OF LIABILITY TO THE PUBLIC WORKING RISK (Except as required by the Motor Vehicle Act, 1988)

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

39. IMT. 50. CINEMA FILM RECORDING AND PUBLICITY VANS

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

40. IMT. 51. MOBILE SHOPS/CANTEENS AND MOBILE SURGERIES/ DISPENSARIES

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

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

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

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

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

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

Notes:-

* For Liability only Policies omit provision (a)

**1. In the case of "Mobile Shops and Canteens" insert the words "Utensils or stock-in-trade" and omit (iii)

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

41. IMT. 52. EXCLUSION OF DAMAGE WHILE IN USE AS A TOOL OF TRADE

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

42. IMT. 53. SPECIFIED ATTACHMENTS (Special Type Vehicles)

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

Schedule of Attachments Schedule of Trailers

* Description: Insured's Declared value (IDV)
* Insert make, number or some other means of identification.

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

43. IMT. 54. MOBILE PLANT (Inclusion of Liability to the Public Working Risk Where Tool of Trade is used only for work performed in or upon the Vehicle or Trailer)

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

1. The explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.
2. The operation other than in or upon the Motor Vehicle forming part of or attached to The Motor Vehicle.

44. IMT. 55. MOBILE PLANT INCLUSION OF LIABILITY TO THE PUBLIC WORKING RISK (All Other Cases)

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

1. Death injury or damage caused by or resulting from
   a. Subsidence flooding or water pollution.
   b. Damage to pipes or cables arising out of the operation as a tool of the vehicle insured or of any plant forming part of vehicle insured or attached thereto.
2. Damage to property resulting from the manufacture construction alteration repair or treatment of such property by the insured.
3. Death injury or damage caused by or through property on which the insured has carried out any process of manufacture, construction alteration or repair or treatment.

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

45. IMT. 56. TRAILERS (Road Transit Only)

In consideration of the payment of an additional premium it is hereby understood and agreed that insurance by Section I and II of this Policy shall extend to the Motor Vehicle (mechanically propelled or otherwise) attached to the Motor Vehiclefor the purpose of being towed

Provided always that

1. The insurer shall not be liable under this Policy in respect of damage to property conveyed by the towed vehicle.
2. The insurer shall not be liable under this Policy in respect of accident loss damage and/or liability caused sustained or incurred whilst the vehicle insured is towing a greater number of vehicles than is permitted by law.

46. IMT. 57. MOTORISED TWO WHEELERS (Motor Trade Only)

It is hereby declared and agreed that Item 5 in the Schedule to this Policy is deemed to have been deleted and the following substituted there for :

The Motor Vehicle : Any Motorised Two Wheeler (including sidecar attached thereto) the property of the insured or insured's custody or control whilst bearing Trade Certificate No.....

It is further declared and agreed that the words "Motor Vehicle" Wherever they appear are deemed to have been deleted and substituted by the words 'Motorised Two Wheeler'..

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

47. IMT. 58. LOAN OR HIRE OF MOTOR CARS, MOTORISED TWO WHEELERS, MOTOR VEHICLES TO CUSTOMERS BY MOTOR DEALERS (Motor Trade Only)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the Motor Car(s), Motorised Two wheelers, Motor Vehicle(s) described in the Schedule hereto may be let out on loan or hire to insured's customers when their vehicle(s) is/are under repair with the insured.

Provided that the insured agrees to record in a register for the purposes of this policy the date of loan or hire of such vehicle(s), its Make and Registered Number (or Chassis Number if the loaned/hired vehicle itself is not registered) and the duration of the loan or hire and to submit to the insurer within one month of the expiry of each period of insurance a statement of the total number of days each loaned/hired vehicle was in use.

Provided also that the premium for this Policy shall be subject to adjustment on expiry of each period of insurance.

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

48. IMT. 59. PRIVATE USE OF VEHICLE BY MEMBER/DIRECTOR/ EMPLOYEE OF THE INSURED (Motor Trade only)

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

this Policy shall be operative whilst the vehicle insured is being used by the insured or with the permission of the insured by a Member Director or employee of the insured for social domestic or pleasure purposes.

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

1. Is not entitled to indemnity under any other policy;
2. Shall as though he/she 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.

49. IMT. 60. DEMONSTRATION-DRIVING EXTENSION (Applicable to Motor Trade Policies Only)

In consideration of the payment of an additional premium of ₹..... and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the policy shall be operative whilst the vehicles are being driven for the purpose of demonstration by person(s) not in the employment of the insured provided he/she/they is/are driving with the insured's permission and is/are accompanied by the insured or by any person(s) in the insured's employment.

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

50. IMT. 61. TUITION -Driving Extension (Applicable only to Motor Trade Policies issued on named driver basis)

In consideration of the payment of an additional premium of ₹..... and notwithstanding anything to the contrary it is hereby understood and agreed that the policy shall be operative whilst the vehicles insured are being used for purpose of demonstration or tuition by any other person, provided he/she is driving with the insured's permission and is accompanied by a named driver mentioned in the policy Schedule.

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

51. IMT. 62. DELETION OF 50% LIMITATION CLAUSE IN RESPECT OF DAMAGE TO TYRES (Applicable to Motor Trade Road Transit Risks Policies only)

In consideration of the payment of an additional premium of ₹..... it is hereby understood and agreed that the words when the liability of the Insurer is limited to 50% of the cost of the replacement are hereby deleted from proviso (b) of Section I (1) of the policy.

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

52. IMT. 63. Restriction of Cover to Liability Risks only (Motor Trade Internal Risks Policy) It is hereby understood and agreed that

1. Section I and II(2)(I) and the word .other. in Section II (2)(ii) of this Policy in the Schedule to this Policy are deemed to be cancelled and
2. The Insurer shall not be liable in respect of damage to the Motor Vehicle or its accessories.

53. IMT. 64. OPEN-AIR CAR PARKS (Motor Trade Internal Risks Only)

In consideration of the payment of an additional premium, it is hereby understood and agreed that for the purpose of this Policy the Premises shall be deemed to include the car park at .....* superficial area not exceeding .....**

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

*To insert location

**To insert appropriate area

54. IMT. 65. WORK AWAY FROM PREMISES (Motor Trade Internal Risks Only)

In consideration of the payment of an additional premium it is hereby understood and agreed that the premises are deemed to include any place at which the insured is performing work not being premises under the control of the insured provided that the insurer shall not be liable in respect of injury or damage resulting from the driving of the vehicle insured in a public place in INDIA within the meaning of the Motor Vehicles Act, 1988.

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

CHAPTER 4 - Limitations as to Use

The Policy covers use of the vehicle for any purpose other than: Hire or Reward, Carriage of goods (other than samples of personal luggage), Organised racing, Pace Making, Reliability trails or Speed testing, any purpose in Connection with Motor Trade.

CHAPTER 5 - Driver's Clause

Any person including the insured: Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.

CHAPTER 6 - Claim Procedure

Your Responsibilities in a Third-Party Claim:

- Ensure the accident victim gets immediate medical help at the nearest hospital.
- Notify us about the accident, including details of those injured or deceased.
- Report the incident to the nearest police station by filing an FIR.
- For additional support, you can contact the Nodal Officer in your state here https://www.icicilombard.com/docs/default-source/default-document-library/motor-third-party-claims--statewise-nodal-officer-details.pdf

How to File a Motor Personal Accident Claim:

- If you've been in an accident with your insured vehicle, call us at 1800 2666 for claims related to accidental death or permanent total disability. Post verification of incident and all documents in place as per policy terms –Claim will be paid to Insured/Nominee account details.

CHAPTER 7 - ADD-ON FOR 5 YEARS - TWO WHEELER LIABILITY POLICY

1. IL Smart Assist:

UIN: IRDAN115RP0003V01201819/A0107V02202526

In consideration of payment of an additional premium of ₹..... by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy and subject to Policy terms and conditions, the Company hereby undertakes to provide the Insured, upon their request, the following assistance services/covers arising out of an accident, breakdown, measures initiated for mitigation of breakdown/ accident or distress of the insured during travel in insured vehicle whilst the normal and intended use of the insured vehicle during the Policy Period as mentioned in Policy Schedule, in any area where the Company has its presence through its network garages or through the network of the service provider: Customer can choose one or more than one listed service available for the add-on.

1. **Legal Assistance:** Subject to the terms, conditions, exclusions, limitations of this Policy, and with prior consent of the Company, legal expenses incurred by the Insured Person, for services rendered by the Legal Practitioner in connection with bail application of insured and custody of insured vehicle involved in an accident will be covered. The liability of the Company will be limited up to sum insured of Legal Assistance Add-on as mentioned in policy schedule.

   Legal Expenses shall not cover:

   a. Bail bond amount paid by the Insured.

   b. Costs arising from disputes between the Insured Person and the Legal Practitioner regarding the terms or fees of their engagement.

   c. Any fines, penalties, or damages awarded against the Insured Person in connection with the accident.

   d. Legal costs related to any criminal prosecution where the Insured Person is found guilty.

   e. Expenses for legal services that are unrelated to the accident or the release of the vehicle.

   f. Any legal costs incurred before the occurrence of the accident or without Company prior written consent.

   g. Costs of legal representation in relation to claims made by or against third parties unless specifically covered under the policy.

   Exclusions:

   1. For any legal action that is false, fraudulent, exaggerated, or based on misrepresentations made by the Insured Person.
   2. Where at the time of the insured incident, the Insured Person:
      - Was disqualified from driving;
      - Did not hold a valid driving license to operate the insured vehicle;
      - Failed to comply with laws governing the ownership or use of the vehicle.
   3. For deliberate, wilful, or intentional non-compliance with any statutory provisions or judicial pronouncements.
   4. In respect of a claim made or considered against the Company or third-party claim under the same policy.
   5. If the Insured Person is driving the insured vehicle under the influence of alcohol, drugs, or any other intoxicating substances, the claim shall not be admissible. Additionally, no expenses will be covered for any other person driving the insured vehicle under such influence, nor will expenses related to the release of the vehicle in such circumstances be covered.
   6. For any claims arising from, based upon, or attributable to a wrongful act or circumstance known to the Insured Person, or that the Insured Person reasonably should have known, prior to the inception date of this policy.

   Conditions:

   1. The Coverage shall not apply to vehicles used for racing, rallying, motorsports, or any similar activities, nor to instances where the vehicle is operated in violation of applicable laws in force at the time of use.
   2. The Coverage shall not be available for Acts of God events, including natural disasters or other unforeseeable events beyond human control.
   3. The Coverage will terminate immediately, and the Insured Person shall be required to refund all legal expenses paid under the policy if the accident is conclusively proven to have been caused deliberately by such Insured Person

2. **Emergency Medical Expenses (EME)**

   The Company will be liable for the below mentioned Emergency medical expenses incurred for the treatment of bodily injury/injuries sustained by insured and/or any occupant of the vehicle in direct relation with insured vehicle

   The injury/injuries sustained in an accident to be whilst mounting and dismounting from or driving or travelling in the insured vehicle caused by violent, accidental external and visible means requiring necessary medical treatment in any Hospital or any clinic or nursing home.

   1. **Accidental Hospitalisation** – The Company shall reimburse the accidental medical expenses incurred by the insured and/or any other occupant(s) travelling in the insured vehicle (as per the registered seating capacity) towards the treatment of bodily injury sustained in an accident involving the insured vehicle.

      The aggregate liability of the Company under the said cover for all the occupants will be limited up to the Sum Insured mentioned against the said cover in the Policy Schedule.

   2. **Ambulance Cover – The Company shall:**

      a. Arrange ground medical transportation by an ambulance service provider to transport the Insured Person and/or any other occupant(s) travelling in the insured vehicle from the site of accident to the nearest Hospital or any clinic or nursing home for necessary medical treatment as available in that particular city/ location. This is merely a telephonic assistance service and is subject to availability of the service provider in the location of the accident.

      There are no restrictions on the number of times the telephonic ambulance assistance can be availed.

      b. And also reimburse the expenses incurred by

the insured and/or any occupant(s) for hiring an ambulance for such transportation. The aggregate liability of the Company towards the cost of hiring an ambulance for all the injured occupants will be limited up to the Sum Insured mentioned against the said cover in the Policy Schedule.

3. **Hospital Daily Cash** – If insured and/or any occupant(s) travelling in the insured vehicle, suffers an Injury due to an Accident that occurs during the Policy Period and which solely and directly requires the injured occupant(s) travelling in the insured vehicle to be Hospitalized, then The Company will pay the daily amount specified in the Policy Schedule against this cover for each continuous and completed day of Hospitalization of the injured person(s).

   The Company shall not be liable to pay the daily amount for more than the maximum number of days as specified in the Policy Schedule, during the Policy Period. Further the number of injured to whom the claim will be paid under the cover will be limited to the number as opted by the insured and duly mentioned under the policy Schedule.

   The Company's liability to make any payment under this cover shall be beyond per event policy excess, stated in the Policy Schedule, as applicable.

4. **Tele Consultation -** If insured and/or any occupant(s) travelling in the insured vehicle, requires any medical emergency assistance that occurs during the Policy Period, they can avail Telephonic/Virtual Consultation through mobile application specified in the Policy Certificate.

   Telephonic/Virtual Consultation service can be availed as many times as mentioned in policy schedule.

   (i) It is agreed and understood that the Insured Person/occupant(s) is/are free to choose whether or not to obtain the expert opinion, and if obtained then whether or not to act on it;

   (ii) Under this Benefit, We are only providing the Insured Person/occupant(s) with access to consultations or opinion and we shall not be deemed to substitute the Insured Person's/ occupant(s) visit or consultation to an independent Medical Practitioner.

Provided always that

1. Such claims are admitted by the Company under Section I – "Loss or Damage to the Vehicles Insured" of the Policy, except for Tele Consultation service.
2. Claim under this add-on is intimated to the Company within 5 days of occurrence of incident, however, this condition is not applicable when there is a delay in intimation due to unavoidable circumstances.
3. Accident has occurred in direct connection with insured vehicle whilst driving the vehicle including mounting into/ dismounting from or traveling in the insured vehicle.
4. The limit on the number of claims that can be made and the aggregate liability to be paid during the policy period will be restricted to the sum insured mentioned against each of the coverage's separately.
5. The benefit under this section is NOT payable in case the number of persons/ passengers traveling in the insured vehicle is more than the number specified in the registration certificate valid at the time of occurrence of such accident.
6. Submission of original Bills / Reports / Prescriptions/ Indoor case papers and Hospital discharge summary shall be required for reimbursement of all such claims.

Definition for the purpose of this service:

Hospital/Nursing Home/Clinic means any institution established for inpatient care and day care treatment of illness and / or injuries and which has been registered as a hospital/nursing home/clinic with the local authorities under the Clinical Establishments (Registration and Regulations) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said Act.

Medically Necessary Treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:

- is required for the medical management of the injury suffered by the insured or any other occupant travelling in the insured vehicle;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a medical practitioner;
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

"Pre-existing disease (PED)" means any condition, ailment, injury or disease:

a) that is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer; or

b) for which medical advice or treatment was recommended by, or received from, a physician, not more than 36 months prior to the date of commencement of the policy. "Telephonic/Virtual Consultation" shall mean any consultations provided by Medical Practitioners/Healthcare Professionals through a virtual mode of communication, such as via audio, video, online portal, chat or mobile application for routine health query or second opinion.

Specific Exclusions:

a. Any expenses related to a sickness, disease or medical disorder not directly consequential to accident.

b. Any expenses related to pre-existing diseases or medical disorders, except for Tele consultation service

c. Any physiotherapy treatment.

d. Any expense not supported by an original and valid bill / receipt and related prescription of the attending Medical Practitioner / Hospital / Nursing Home.

e. Any expenses for treatment commenced after 3 days from the date of accident.

f. Not more than sum-insured as mentioned in the schedule during per policy tenure.

g. Any expense arising or resulting from or traceable

to intentional self injury, suicide or attempted suicide physical defect or infirmity.

h. Any expense arising or resulting from or traceable to an accident happening due to the influence of intoxicating liquor or drugs.

Subject otherwise to the terms exceptions condition & limitations of the policy.

3. **Travel Inconvenience-** In the event of the Insured vehicle getting immobilized due to an accident or breakdown caused by or arising out of the use of the insured vehicle while travelling to Airport/Railway station, company will compensate insured's expenses up to the amount specified in the Policy Schedule towards Air /Train ticket and Hotel expenses which is unused or forfeited within 24 hours of travel ticket cancellation.

4. **Convenience Service:** Company will provide range of benefits that will enhance the protection of insured vehicle such as vehicle preventive maintenance service, pickup & drop for vehicle maintenance servicing and vehicle accident or breakdown related repair, wheel alignment, and such other allied services designed to mitigate and prevent risk. Such services may be provided by the Company through its network garages or service providers and may be offered as a bundled service to the Insured.

Service Limitations as stated below:

Service can be availed maximum twice during the policy tenure

5. **Wallet Assistance:** In event of loss of wallet of insured during usage of insured vehicle / travelling in the insured vehicle during an accident or breakdown caused by or arising out of the use of the insured vehicle, insurance company will assist in below services:

   a) Immediate cash assistance up to ₹ 5000 to meet your expenses

   b) Cashless settlement of your hotel bills and assistance in booking return tickets

   c) Assistance in Blocking of debit/credit cards

   d) Assistance in Police FIR for lost wallet/id cards/debit cards/credit cards

   Provided always that-

   a) There is no involvement of fraud practices

   b) Claim is being availed once during the policy tenure

   c) Required cash or cashless settlement of hotel bills will be paid back/ transferred by the Insured to the Company or Company representative's account, within the stipulated time period as communicated to the Insured during the incident or maximum within 2 days of the incident.

6. **Loss of DL/RC:** In case where the insured or insured's driver suffers a loss of valid original Driving License and/ or the valid original Registration Certificate during travel in insured vehicle due to an accident or breakdown caused by or arising out of the use of the Insured Vehicle, Company would provide re-imbursement up to ₹ 5,000 or actual expenses incurred whichever is less to obtain duplicate license and/or Registration Certificate.

   Provided always that:

   a) First Information report filed with Police authority (within 7 days of documents loss) stating loss of Driver's License and/or Original Vehicle Registration Certificate must be submitted to company.

   b) The claim is payable only once during the Policy Period.

   c) In case of driver's driving license loss, Insured must prove driver's employment for more than 30 days during the Policy Period with submission of Employment records/ contracts, Salary certificate.

   d) The Insured should take all reasonable steps to safeguard Vehicle Registration Copy and Driving License from loss.

7. **Arrangement of PUC document:** In case where insured has lost PUC certificate during travel / usage of insured vehicle, the Company would facilitate arrangement for providing PUC Certificate. However, company would intimate the Insured of all charges payable to the vendor which shall be borne by the Insured directly.

8. **Sports Equipment Cover:** In case the Insured Vehicle contains Sports equipment as specified below and the same is damaged due to an accident caused by or arising out of the use of the insured vehicle, the Company would cover the accidental damage by offering repair or replacement or reimbursement of damaged equipment's.

   Provided always that:

   - All categories of Sports equipments as mentioned below viz, Adventure sports, Endurance sports and Hobby sports stands covered.
     a) Adventure sports – Mountain/Water/Racing sports equipments
     b) Endurance sports - Trekking/Cycling/Racing shoes/Speed skating equipments
     c) Hobby sports – Football/Baseball/Volleyball equipments
   - Any accidental damage to sports equipments as a result of accident of Covered vehicle;
   - This benefit is subject to a maximum of ₹ 5000 (five thousand);
   - This benefit is offered only once during the Policy Period
   - Intimation of claim has to be within 24 hours from the date & time of occurrence of accident.
   - Any contractual liability is excluded from the scope of cover

9. **Location and delivery of spare parts:** In the event of accident or breakdown of the vehicle, caused by or arising out of the use of the insured vehicle, the Company will assist in locating and delivering the spare parts when it is not possible for the local repairer to obtain them in the city of repair. Provided that the parts are available within Geographical limits. All such charges for purchase of spare parts would be borne by the Insured, subject to policy terms and conditions.

10. **Pet cover:**

    In case the Insured Vehicle is occupied by Pet, the Company will assist in providing relevant Pet health Assistance for any injury or medical expenses caused by or arising due to an accident or breakdown or arising in direct relation with insured vehicle

Subject to terms as below:

- The Company will assist in arranging for consultation during the road trip by a Veterinary Doctor.
- This benefit is subject to a maximum of ₹5000 (five thousand)
- Any contractual liability is excluded from the scope of cover.

11. Loss of Personal Belongings:

Plan A

The Company hereby undertakes to indemnify the Insured, upto an amount as stated in the Schedule, for the loss of his personal belongings on account of breakdown /damage to or theft from the Insured vehicle. Provided always that:

1. A deductible of ₹ 500 would be applicable for each claim under this add on
2. A First Investigation Report (FIR) is registered with the Police for such loss
3. The Company would not be liable for:
   a. Any loss unless the belongings are kept in the locked boot
   b. Any loss of money, securities, cheques, bank drafts, credit or debit cards, jewellery, gems, stones, contact lens, glasses, travel tickets, watches, laptops, mobiles, valuables, manuscript`s, paintings, work of art.
   c. Any loss of the personal belongings unless the Insured vehicle is locked.
   d. Any loss of or damage to belongings carried in connection with any trade or business
   e. Any theft from vehicles parked in no-parking zone and from unattended vehicle after accident or breakdown
   f. Any claim intimated to the Company after 30 days of such loss.

Plan B

The Company hereby undertakes to indemnify the Insured, upto an amount as stated in the Schedule, for the loss of his personal belongings, including mobile phones and/or laptops, on account of breakdown/ damage to or theft from the Insured Vehicle. Provided always that:

1. A deductible of ₹500 would be applicable for each claim under this add on, except when the claim is being made only for mobile phones and/or laptops.
2. A First Investigation Report (FIR) is registered with the Police for such loss
3. The Company would not be liable for:
   a. Any loss unless the belongings are kept in the locked boot
   b. Any loss of money, securities, cheques, bank drafts, credit or debit cards, jewellery, gems, stones, contact lens, glasses, travel tickets, watches, valuables, manuscripts, paintings, work of art.
   c. Any loss of the personal belongings unless the Insured vehicle is locked.
   d. Any loss of or damage to belongings carried in connection with any trade or business
   e. Any theft from vehicles parked in no-parking zone and from unattended vehicle after accident or breakdown
   f. Any claim for a laptop/mobile phone not declared at the time of Policy issuance.
   g. Any claim intimated to the Company after 30 days of such loss. Any amount more than the market value of the mobile phones or laptops as stated at the time of Policy issuance, deducted appropriately for depreciation as per the Section 33 of Income Tax Act.

12. Battery Charging Support for EVs- In the event of the Insured vehicle being an Electronic Vehicle is immobilized due to an accident or breakdown caused by or arising out of the use of the insured vehicle, the Company will assist the insured in having reliable access to charging infrastructure and assistance through app based/tele-calling/physical support in form of below services:

a) Self-troubleshoot through tele calling or intelligent Chabot/mobile based support
b) Video chat instantly with trained Electric Vehicle specialists to get immediate resolution
c) Access to mobile charging services and there are no nearby charging stations.
d) Support for finding nearby public charging stations

13. Vehicle Break-down cover: In an event of an Insured vehicle being immobilized or malfunctioning due to any technical snag or defect developed in the parts, the company will provide Break down repair cover subject to the Sum insured separately mentioned in the schedule for this purpose.

Conditions:

1. The defects should have developed due to normal and intended use of the vehicle.
2. Any defect attributable to manufacturing defect and / or part of any recall program will not be covered.
3. The vehicle should have undergone regular and timely servicing / maintenance as recommended by the Manufacturer.
4. The repair should be pre-approved by the Company or its representative.

14. Towing on breakdown / accident: In the event of the Insured vehicle being immobilized or rendered unfit for the purpose of driving on the road, the Company would provide appropriate towing services to the nearest garage (within a radius of _____ kms from the location of the breakdown or accident or as specified in the schedule), provided always that any charges for a distance beyond the one mentioned herein shall be borne by the Insured.

15. Breakdown support over phone: In the event of minor mechanical errors/faults/non-functioning of the Insured vehicle or any part thereof, the Company would provide the Insured with telephonic assistance to come up with solutions for such minor mechanical errors/faults/non-functioning of the Insured vehicle.

16. **Arrangement/Supply of fuel:** In the event of the Insured vehicle being immobilized due to emptying of fuel tank, the Company would arrange for supply of up to five liters of fuel, at the location of the breakdown or accident. Provided always that all labor costs and conveyance costs would be borne by the Company and all expenses on fuel would be borne by the Insured.
17. **Emptying of fuel tank:** In the event of the fuel tank of the Insured vehicle being filled with a wrong type of fuel, the Company would arrange for emptying of fuel tank with the help of appropriate technicians and if required, arrange for towing the Insured vehicle to nearest garage for the purpose of emptying the fuel tank, provided always that all charges towards the towing of the vehicle would be borne by the Insured.
18. **Arrangement of keys:** In the event of the Insured losing the keys of the Insured vehicle, the Company would arrange for pickup and delivery of the spare keys of the Insured vehicle to the place where the Insured vehicle is located. Alternatively, the Company would provide the service of unlocking the Insured vehicle with the help of vehicle technicians at the location of the Insured vehicle. Provided always that all labour and conveyance costs would be borne by the Company and the Insured would be required to submit an identity proof to prove his ownership of the Insured vehicle, before availing such service. Provided always that this service would be provided only within a range of 100 kms from the location where the loss has occurred.
19. **Battery jump start:** In the event of the Insured vehicle being immobilized due to a rundown battery, due to accident or breakdown the Company would arrange for a vehicle technician to jump start the Insured vehicle with appropriate means. Provided always that any cost of charging/ replacement of battery would be borne by the Insured and all labour and conveyance costs, towards battery jump start assistance, would be borne by the Company
20. **Message Relay:** In the event of the Insured vehicle getting immobilized as a result of an accident or breakdown, the Company would arrange to send urgent message to the specified persons, as requested by the Insured, through available means of communication.
21. **Flat Tyre:** In the event of the Insured vehicle being immobilized due to a flat tyre the Company would assist the Insured by:
    a) Organizing for a vehicle technician to replace the flat tyre with the spare stepney tyre of the vehicle at the location of breakdown or in the event of repairs not being possible at the place of breakdown or accident.
    b) By arranging to take the flat tyre to the nearest place of repair and delivering the tyre back to the place of breakdown & attaching it to the Insured vehicle.

    Provided always that any expenses on material/spare parts and any other incidental costs, if required while carrying out the repairs, would be borne by the Insured and the expenses on labour cost and conveyance cost, in relation to point (a) and (b) above, would be borne by the Company.
22. **Minor Repairs:** In the event of the Insured vehicle being immobilized due to a minor mechanical/electrical fault or minor accident, the Company would assist the Insured by sending a vehicle technician to the location of breakdown or accident to carry out the Minor Repairs as mentioned in policy schedule. Provided always that
    a) The expenses on labour cost and conveyance cost would be borne by the Company
    b) Minor Repairs, for the purpose of this add-on, would be defined as repairs which can be carried out at the location of breakdown/ accident or at the network garage of the company/ service provider, requiring limited spares.
23. **Arrangement of rental vehicle:** In the event of the Insured vehicle being immobilized due to a breakdown or accident, the Company would facilitate arrangement for alternative mode of conveyance, from the place of breakdown or accident, to the destination, as desired by the Insured at the time of breakdown/accident. The Company would intimate the Insured of all charges payable to the rental vehicle and all such charges would be borne by the Insured.
24. **Arrangement of Accommodation:** In the event of the Insured vehicle being immobilized due to a breakdown or accident the Company would facilitate arrangement for hotel accommodation in a place near the place of breakdown/accident. The Company would intimate the Insured of all charges payable for such accommodation and all such charges would be borne by the Insured.
25. **Referring a Legal Advisor:** In the event of an accident involving the Insured vehicle as a result of which the Insured requires the services of a legal advisor, the Company would arrange for the Insured the telephonic contact details of an appropriate legal advisor belonging to an area as requested by the Insured. Provided always that:
    a) The accident has taken place at least 50 kms away from the Insured's place of residence, as per the address declared by the Insured at the time of Policy issuance
    b) The Company would intimate the Insured of all charges payable for the services of such legal advisor and all such charges would be borne by the Insured.
26. **Referring a Hospital:** In the event of an accident involving the Insured vehicle as a result of which the Insured and/ or any of the travelling passengers requires medical care, the Company would arrange for the Insured the telephonic contact details of an appropriate hospital near the location of accident. Provided always that the accident has taken place at least 50 kms away from the Insured's place of residence, as per the address declared by the Insured at the time of Policy issuance.
27. **Taxi Benefits:** In the event of the Insured vehicle being immobilized due to an accident or breakdown , the Company shall provide free travel of the occupants of the Insured vehicles up to 50 kilometers. Provided always that:
    a) The event has occurred 50kms away from the Insured's place of residence as declared by the Insured at the time of policy issuance.
    b) Any charges for a distance beyond the covered distance as stated above shall be borne by the Insured.

    In the unlikely event of the Company being unable to arrange for this service, the Company may request the Insured to arrange for the taxi on his own and submit the bill for the pre-authorized amount for reimbursement to the Company.
28. **Accommodation Benefits:** In the event of the Insured vehicle being immobilized due to an accident or breakdown, the Company shall provide occupants of the Insured vehicle with a hotel accommodation for one day, for a maximum of ₹ 5000. Provided always that:
    a) The breakdown/accident has taken place at least 100

kms away from the Insured's place of residence, as declared by the Insured at the time of Policy issuance.

b) The required time of repair of the Insured vehicle exceeds 12 hours from the time of the accident/ breakdown.

c) The number of individuals seated in the Insured vehicle is not more than the maximum seating capacity of the Insured vehicle.

In the unlikely event of Company being unable to arrange for this service, the Company may request the Insured to arrange for accommodation on his own and submit the bill for the pre-authorized amount for reimbursement to the Company.

29. Daily Allowance: In an event of accident of the vehicle due to insured peril and the vehicle is in garage under repair for a minimum number of days, as stated in the schedule the Company will provide the following covers -

a) Pay a daily allowance towards regular conveyance, as stated in the schedule, to the Insured for each and every completed day for which the Insured's vehicle is under repair in a garage. Such allowance would be provided in form of travel voucher or reimbursement of self-arranged conveyance or courtesy vehicle/ alternate-travel-arrangement.

b) Such daily allowance would be upto the maximum daily amount mentioned on the schedule and would be triggered after the minimum number of days as stated on the schedule.

c) In case, any additional repairs are carried out for non-insured parts or damages due to perils which are not covered, the daily allowance would be restricted to reasonable number of days as agreed alongwith surveyor & garage/ workshop manager.

The Daily allowance will not be payable if any or all of the following condition applies:

1. If Vehicle is not repaired at the Network Garage
2. Delay due to non-availability of spare parts required for repair
3. Number of days will be counted from the next calendar day after the insured vehicle is delivered to the garage for repair and would end on the day immediately preceding the date on which the vehicle is ready for inspection or delivery.
4. In case of reimbursement bill/invoice for travel made has to be submitted to the Company.
5. The travel vouchers provided would be valid for 24 hours only.

30. Quality Assurance: In an event of accident or breakdown of the vehicle due to insured peril and the vehicle is in garage for repair for a minimum number of days, as stated in the schedule the Company will provide:

Assurance on the quality of workmanship for a period of 24 months or 10000 kms post repair whichever is earlier for the repairs carried out at the Network Garage. If any defects arise owing to the quality of workmanship, the same would be repaired/replaced at no extra cost to the policyholder. However, any kind of consequential losses are not covered under this Add-on.

31. Service Assure: In the event of the Insured vehicle being immobilized due to an accident/breakdown, the Company will assure that the towing vehicle will reach the accident/ breakdown spot / location shared by insured, within stipulated timelines as mentioned in policy schedule, for the purposes of:

a. Battery Charging Support (Emergency Assistance Service No. 12);

b. Towing on breakdown/accident (Emergency Assistance Service No. 14); and

c. Minor Repairs (Emergency Assistance Service No. 22)

In case the towing vehicle does not reach the location within the specified time, the Company shall endeavor to send its representative to assist the customer and make necessary arrangements for towing of the vehicle. The Insured at its own option may deliver the possession of the insured vehicle to the Company's representative for necessary repairs at the network garage as per policy terms. However, if the towing vehicle/ the representative of the Company is not able to reach the spot / location within the specified timelines, the Company shall extend the following benefits to the Insured:

(i) The customer shall be entitled to receive benefit of other services, as specified above, which are not part of the policy certificate;

(ii) Personalized telephonic assistance services by claim expert;

(iii) Customer distress assistance/ support;

(iv) Identification of causes of vehicle breakdown & vehicle check-up; and

(v) Replenishment of the First-Aid Kit.

The above mentioned benefits shall be provided to the customers on receipt of service request through the Company's designated communication channels like call centre no. – (1800 2666), mobile app. – (IL TakeCare), website – (www.iciclombard.com).

The abovementioned service(s) / benefits shall not be available in the following circumstances:

- The location of the vehicle is in a remote, inaccessible, or legally restricted area, including but not limited to forest zones, off-road terrain, or restricted access zones;
- Where the information furnished by the Insured is inaccurate, incomplete, or misleading, including incorrect location details, vehicle condition, or contact particulars;
- Where the Insured Vehicle is rendered non-repairable (on-site) and non-towable due to mechanical failure, and workshop-level repairs are mandatorily required.
- The vehicle would require necessary towing since on-site servicing would violate manufacturer's safety or warranty guidelines.
- The service(s) will not be available in case of any force majeure, natural event or manmade disturbance.

IL Smart Assist Add-on is subject to the other terms, conditions, limitations and exclusions of the underlying policy.

In case of all of the above mentioned assistance services/ covers, the Company would not be liable for:

1. Providing the abovementioned services under conditions of, war, invasion, rebellion, revolt, civil commotion, civil war, acts of terrorism, nuclear fission, act(s) of government(s)/government agencies/ judicial/ quasi-judicial authorities.
2. Any claims where the Insured vehicle is being used for the purpose of racing, rallying, motor- sports, or is not being used/driven in accordance with applicable laws and regulations.
3. Any claim where the Insured vehicle can be safely transferred on its own power to the nearest garage/ workshop.
4. Any claims triggered by theft; any kind of consequential losses.
5. Any loss which is covered under any other insurance policy or manufacturer's warranty or recall campaign or under any other such packages at the same time.
6. Any expenses for supply or replacement of parts/ consumables.
7. Any loss/damage caused to the Insured vehicle when it is being used/driven against the recommendations of the owner's/manufacturer's manual.
8. Any claims where services have been availed of without the prior consent of the Company.
9. Any claim in case of breach of the following conditions of the policy, being one of the following conditions, namely:
   a. A condition excluding the use of the vehicle -
      i. For hire or reward, where the vehicle is on the date of the contract of insurance a vehicle not covered by a permit to ply for hire or reward; or
      ii. For organised racing and speed testing; or
      iii. For a purpose not allowed by the permit under which the vehicle is used, where the vehicle is a transport vehicle; or
      iv. Without side-car being attached where the vehicle is a two-wheeled vehicle; or
   b. A condition excluding driving by a named person or by any person who is not duly licensed or by any person who has been disqualified for holding or obtaining a driving license during the period of disqualification or driving under the influence of alcohol or drugs.
10. Any claim in case the policy is void on the ground that it was obtained by nondisclosure of any material fact or by representation of any fact which was false in some material particular.

    Note: The facilitated services mentioned above if opted and mentioned in policy schedule may be subject to the terms and conditions as provided by the service providers during the term of the policy.

    The Company shall not be held responsible or liable for any act/error/omission or for quality of services provided. The services procured by the Insured from service providers shall be at their own risk and liability..

2. <u>Motor Sahayak</u>:

UIN: IRDAN115RP0003V02201819/A0174V01202627

In consideration of the payment of an additional premium by the Insured, it is hereby agreed and declared that, notwithstanding anything contained herein to the contrary and subject otherwise to the terms, conditions, exclusions and limitations of this Policy, the Company shall, upon the request of the Insured, arrange and facilitate the assistance services and/or benefits specified under this Add-on Cover in the event of distress arising from an Accident or during travel in the Insured Vehicle during the Policy Period.

The Company's obligation under this Add-on Cover shall be limited to facilitating and arranging the services expressly described herein and shall not exceed the applicable service limits, sub-limits, or Sum Insured, as specified in the Policy Schedule.

1. Emergency Assistance

If the Insured while travelling in the Insured Vehicle requires emergency assistance arising from distress caused by an Accident occurring during the Policy Period, the Company shall, upon request, arrange and facilitate access to 24x7 telephonic or virtual consultation services, with multilingual support (subject to availability), and/ or on-ground assistance through its authorised service providers.

Such assistance may include support in connection with guidance for proceedings including bail, release and custody of the Insured Vehicle involved in the Accident, and associated documentation and procedural requirements, in accordance with the provisions of the Motor Vehicles Act and other applicable laws.

The services provided under this benefit are limited to facilitation and assistance through service providers and shall not be construed as legal representation or advice, or a guarantee of any outcome, including the grant of bail or release of the Insured Vehicle.

2. Reimbursement of Expenses:

The Company shall reimburse the defence costs incurred by the insured person, up to the sum Insured specified in the policy schedule, provided that the Insured person notifies the Company of the incident within forty-eight (48) hours of its occurrence or as soon as reasonably practicable thereafter, and obtains the Company's prior written consent before incurring such costs.

For the purpose of this Cover, defence costs shall mean reasonable and necessary expenses incurred solely in connection with an Accident covered under this Policy, including:

- Expenses relating to bail application proceedings;
- Costs incurred for the release, recovery or custody of the Insured Vehicle;
- Legal practitioner or advocate fees directly attributable to the covered incident;
- Court filing, documentation and procedural charges; and
- Consultation fees directly connected with the covered incident

3. Documentation Assistance:

The Company shall, upon the Insured's request, arrange and facilitate, through its authorised service providers, vehicle compliance, regulatory and documentation assistance services in respect of the Insured Vehicle which will include regularization of traffic challans, whether in person or through representation/assistance and assistance in retrieving vehicle-related records and documents from the Regional Transport Office (RTO) or other competent authorities through digital and/or physical facilitation channels, for the purpose of supporting the roadworthiness, registration and regulatory compliance of the Insured Vehicle.

CONDITIONS

1. The Company's obligation is limited to facilitation, coordination, assistance, and/or reimbursement (where applicable) within the defined scope of this Add-on.
2. The Company does not guarantee:
   - legal or judicial outcomes,
   - authority approvals,
   - penalty waivers,
   - fixed timelines, or
   - uninterrupted service availability.
3. The Insured Person shall:
   - provide accurate information and documents;
   - cooperate with the Company and service providers; and
   - comply with applicable laws and regulations.
4. These services may be subject to the terms and conditions as provided by the service providers during the term of the policy. Services may be subject to operational constraints including location, authority working hours, system availability, and force majeure conditions. The Company shall not be held responsible or liable for any act/error/omission or for quality of services provided. The services procured by the Insured from service providers shall be at their own risk and liability.
5. The services shall be limited to no of times as opted and specified in the policy schedule.

EXCLUSIONS

a. Bail bond amount /Surety to be paid or arranged by the Insured;

b. Costs arising from disputes between the Insured Person and the Legal Practitioner regarding the terms or fees of their engagement;

c. Any fines, penalties, or damages awarded against the Insured Person in connection with the accident;

d. Legal costs related to any criminal prosecution where the Insured Person is found guilty;

e. Expenses for legal services that are unrelated to the accident or the release of the vehicle;

f. Any legal costs incurred before the occurrence of the accident or without Company prior written consent;

g. Costs of legal representation in relation to claims made by or against third parties unless specifically covered under the policy;

h. Fraudulent, forged, or misrepresented claims or documents;

i. Use of vehicle for racing, motorsports, rallying, or unlawful activities;

j. Criminal acts or intentional misconduct; and

k. Any cost for any litigation/proceeding whatsoever against the Company

Chapter 8 - Warranty

Warranted that the insured named herein/owner of the vehicle holds a valid Pollution Under Control (PUC) Certificate and/or valid fitness certificate, as applicable, on the date of commencement of the Policy and undertakes to renew and maintain a valid and effective PUC and/or fitness Certificate, as applicable, during the subsistence of the Policy. Further, the Company reserves the right to take appropriate action in case of any discrepancy in the PUC or fitness certificate.

CHAPTER 9 - Grievance Clause

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre(IGCC) at their toll free no. 1800 4254 732 / 155255. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: https://irdai.gov.in, or on the Company's website at www.icicilombard.com or on https://www.cioins.co.in/Ombudsman

Chapter 10- Details Of Insurance Ombudsman

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the 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 https://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 details of Insurance Ombudsman are available below:

Name of office of Insurance Ombudsman	Territorial Area of Jurisdiction
AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL Insurance Ombudsman 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 and Chattisgarh.
BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
CHANDIGARH Insurance Ombudsman Office of the Insurance Ombudsman Mr Atul Jerath Jeevan Deep Building SCO 20-27, Ground Floor Sector - 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI Insurance Ombudsman 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).

Name of office of Insurance Ombudsman	Territorial Area of Jurisdiction
DELHI Insurance Ombudsman 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, Sonepat & Bahadurgarh
GUWAHATI Insurance Ombudsman 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 Insurance Ombudsman 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 Insurance Ombudsman 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.
KOCHI Insurance Ombudsman Office of the Insurance Ombudsman 10th Floor, Jeevan Prakash, LIC Building, Opp. to Maharaja's College Ground, 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 Insurance Ombudsman 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 and Nicobar Islands.

Name of office of Insurance Ombudsman	Territorial Area of Jurisdiction
LUCKNOW Insurance Ombudsman 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	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).

Name of office of Insurance Ombudsman	Territorial Area of Jurisdiction
NOIDA Insurance Ombudsman 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	States of Uttaranchal and the following Districts of Uttar Pradesh:. Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah,Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Insurance Ombudsman Office of the Insurance Ombudsman 2nd Floor, Lalit Bhawan, Bailey Road, Patna - 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar and Jharkhand.
PUNE Insurance Ombudsman 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).
THANE Shri Umesh Sinha Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in	Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.

The updated details of Insurance Ombudsman are available on IRDA **website:** https://irdai.gov.in on the website of General Insurance **Council:** https://www.gicouncil.in, website of the Company www.icicilombard.com or from any of the offices of the Company.

Annexure B

CUSTOMER INFORMATION SHEET

This document provides only key information about your policy. Please refer to the policy document (Schedule and Wordings) for detailed terms and conditions.

Please Note: This Customer Information Sheet contains information specific to and available under this Product. Kindly refer to your Policy Schedule to know exact details of coverages opted by You.

Sl No	**Title/ Description** (Please refer to applicable Policy Clause Number in next column)	**Policy/Clause Number**
1	**Product Name** 5 YEARS - TWO WHEELER LIABILITY POLICY	Policy Schedule
2	**Unique Identification Number (UIN) allotted by IRDAI** UIN (Product & Add-on (as mentioned in your policy schedule))	Policy Schedule
3	**Structure** Indemnity & Fixed Benefit	Policy Schedule
4	**Interests Insured** • Motor Third Party • Motor Personal Accident (if opted by you and as mentioned in your policy schedule)	Policy Schedule
5	**Sum Insured / Motor Insured Declared Value Scope** Sum Insured • Motor Third party – Your Sum Insured is as per the MV Act • Motor Personal Accident – Your Sum Insured (if opted by you and as mentioned in your policy schedule)	Chapter 1, Section III
6	**Policy Coverage** • Motor Third party – Covers damage or injury to others and their property, with optional add-ons from (as mentioned in your policy schedule) to (as mentioned in your policy schedule) • Motor Personal Accident (if opted by you)– Covers you from (as mentioned in your policy schedule) to (as mentioned in your policy schedule) For detailed coverages along with terms and conditions please refer to your policy schedule and wordings here https://www.icicilombard.com/downloads QR Code:	Chapter 1, Section I, 2
7	**Add-on Covers:** Opted by you (as mentioned in your policy schedule) are as follow:	Chapter 7
	IL Smart Assist- Comprehensive list of services (as specified in your policy schedule) to support at the every distress situation of the customer.	7.1
	Motor Sahayak: Covers accident related assistance, RTO documentation support, and reimbursement of eligible defence expenses, including support for bail application proceedings, Traffic Challan Regularization and insured vehicle release procedures, as per policy terms and conditions.	7.2
	To know detail coverages, terms and conditions, exclusions of add on covers please refer policy schedule and policy wordings.	
8	**Loss Participation:** Not Applicable	Not Applicable
9	**Exclusions:** To help you understand what isn't covered by your policy, here's a quick overview of the exclusions: Claims will not be covered if the insured vehicle is used outside the permitted limitations or driven by someone not authorized as per the Driver's Clause. Additionally, claims resulting from contractual liability, liability due to death in the course of employment, or death or injury while entering, riding, or leaving the vehicle are excluded. Any liability arising from war, invasion, foreign enemy actions, or nuclear weapons material will also not be covered. For detailed list of exclusions along with terms and conditions please refer to your policy schedule and wordings here: https://www.icicilombard.com/downloads	Chapter 2.1
10	**Special Conditions and Warranties (if any)** **Limitations of Usage:** The policy covers your vehicle for all purposes using it for hire, carrying goods (except personal luggage), organized racing or speed tests, and motor trade activities.	Chapter 4

	Driver's Clause: The policy covers any driver, including you, as long as you have a valid driving license at the time of the accident and are not disqualified from holding one, or if you have a learner's license that follows Rule 3 of the Central Motor Vehicles Rules, 1989	Chapter 5
	Important Notice: If your vehicle is used outside the terms of this policy, you won't be covered. Any payments made by the company to comply with the Motor Vehicle Act, 1988 will need to be repaid by you. For more details, see the "Avoidance of Certain Terms and Right of Recovery" clause in your policy schedule.	Chapter 1. Section II.3
	Warranty: You must have a valid Pollution Under Control (PUC) certificate and/or Vehicle Fitness Certificate at the start of the policy and ensure they stay up to date throughout the policy period. This keeps your coverage smooth and uninterrupted.	Chapter 8
11	**Admissibility of Claim:** Claims are assessed based the coverages, exclusions and conditions outlined in your CIS, policy wording and schedule, so ensure you take care of your vehicle, minimize any potential losses, and notify us of a claim within 30 days for smooth processing. Claims are subject to the Motor Vehicle Act 1988 & 2019, Central Motor Vehicle Rules 1989, Insurance Act 1938 & 2015 and any other relevant laws or regulations. **Claim calculation process - post claim admission:** • **Motor TP Claim:** As decided by the court • **Motor PA Claim**(if opted by you and as mentioned in your policy schedule): Paid as per Sum Insured for death or injury.	Policy Schedule
12	For policy servicing, you can reach us through: • Toll-free number: 1800 2666 • Email: customersupport@icicilombard.com • IL TakeCare App • WhatsApp: Send "Hi" to RIA at 7738282666 Or • Website: https://www.icicilombard.com/customer-support • Contact your CSM at motorintimation@icicilombard.com **Escalation:** Report concerns using the cloud calling number sent to you on your registered contact number via SMS/WhatsApp or call 18002666. **Your Responsibilities in a Third-Party Claim:** In a third-party claim, get the victim medical help, notify us, and file an FIR. For support, contact the state Nodal Officer in your state- https://www.icicilombard.com/docs/default-source/default-document- library/motor-third-party-claims--statewise-nodal-officer-details.pdf **How to File a Motor Personal Accident Claim**(if opted by you and as mentioned in your policy schedule): In the case of an accidental death or permanent disability, call 1800 2666. Send the required documents to your Claims Manager; once verified, we will handle the payment to the garage, with any balance covered by you. **Cancellation Clause:** You can cancel your policy anytime by notifying us. We can cancel only for established fraud with 7 days' notice. If no claims were made, we will refund the unused premium. For further details, please refer to your policy wordings. **Your Policy Renewal Date: Current policy end date**	Chapter 6
13	**Grievance Redressal and Policyholders Protection** **Protection of Policyholder's Interest:** We're committed to giving you fair treatment and clear, timely information about your coverage, so you can make informed decisions. We also ensure efficient service and uphold high standards throughout the sale and servicing of your policy. **Grievance Redressal Process:** If you have a concern, click- https://www.icicilombard.com/grievance-redressal to understand our grievance redressal process. If the issue persists, contact our Grievance Redressal Officer https://service.icicilombard.com/GrievanceRedressal/GrievanceRedressalStep3. If the issue remains unresolved, you can approach the Insurance Ombudsman https://cioins.co.in/ombudsman or visit the Bima Bharosa Portal at https://bimabharosa.irdai.gov.in/	Chapter 9 & 10

14	**Obligations of the Policyholder:** **Disclosure of Information:** Please ensure all details provided in your proposal form are accurate and inform us promptly of any changes, as not doing so could affect your coverage and claims. Please make sure to share key details like a valid driver's license, PUC certificate, vehicle registration, correct no-claim bonus and any past claims or accidents. For the complete list of disclosures, please check your policy wording.	Policy Schedule

Declaration by the Policyholder;

I have read the above and confirm having noted the details.

Place:

Date: (Signature of the Policyholder)

Note: *In case of any conflict, the terms and conditions mentioned in the policy document shall prevail. Please click here <Pol Schedule & CIS Link> to download the same.*