MOTOR TRADE ROAD RISK LIABILITY POLICY WORDING

Product Code: 3006/A **UIN:** IRDAN115RP0002V01202223

CHAPTER 1 - STANDARD FORM FOR MOTOR TRADE ROAD RISK 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 the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance:

NOW THIS POLICY WITNESSETH:

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

SECTION I - 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 vehicle against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of:

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

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

PROVIDED ALWAYS THAT

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

(b) Except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Company shall not be liable in respect of death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.

(c) Except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, in relation to liability under the Workmen's Compensation Act, 1923, the Company shall not be liable in respect of death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the vehicle insured at the time of occurrence of the event out of which any claim arises.

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

(e) The Company shall not be liable in respect of damage to any bridge and/or way bridge and/or via duct and/or to any road and/or any thing beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.

II. The Company will pay all costs and expenses in curred 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 provided that such driver;

   (a) is not entitled to indemnity under any other policy .

   (b) shall as though he were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply

IV. The Company may at its own option

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

   (b) undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section.

V. In the event of the death of any person entitled to indemnity under this policy the company will in respect of the liability incurred by such person indemnify his personal representative(s) in the terms of and subject to the limitations of this policy provided that such personal representatives shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply. TRAILERS The insurance of this policy shall extend to any vehicle (mechanically propelled or otherwise) attached to the insured vehicle for the purpose of being towed

PROVIDED ALWAYS THAT:

(a) this extension shall not increase the Limits of Liability

(b) the Company shall not be liable under this policy in respect of damage to property conveyed by the towed vehicle

(c) the Company shall not be liable under this policy in respect of accident loss damage and/or liability caused sustained or incurred whilst the insured vehicle is towing a greater number of vehicles than is permitted by law.

2. AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act, 1988. But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provision

3. 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 hereon 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.

4. 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

CHAPTER 2 - EXCEPTIONS AND CONDITIONS

1. GENERAL EXCEPTIONS

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

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

(2) any claim arising out of any contractual liability

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

(a) being used other wise than inaccordance with the 'Limitationsas toUse'or

(b) being driven by or is for the purpose of being driven by him in the charge of any person other than a driver

(4) (a) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss

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

(5) any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

The Company shall not be liable in respect of any accidental loss damage and/or liability directly or indirectly proximately or remotely co 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 war like operations (whether before or after declaration of war) civil war, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences of this policy whilst the insured or any person driving with the general knowledge and consent of the insured is under the influence of intoxicating liquor or drugs 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 consequence 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 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 shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending Prosecution Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this policy. In case of theft or other criminal act which may be the subject of a claim under this policy the insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.

II. No admission offer promise payment 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 or 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 insured from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured

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 Total Loss/Total Theft/ Cash loss of Vehicle/ Double insurance

- In the event of lodgement and settlement of a total loss claim of any nature including theft and constructive total loss/ cash loss, the company will refund the Own damage and liability section premium in full for the unexpired years

  (where the risk has not yet incepted). There would no refund for the premium related to lapsed years (Risk years/12 month periods which have expired before the Cancellation effective date) and for the current year where the cancellation effective date falls.
- 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:

SL No.	Scenarios	Same Risk start date (RSD)	Different Risk start date (RSD)	
			First policy cancelled (on request of Insured)	Later policy Cancelled
1.	Dual policy with similar cover issued by the company	Full Refund	1. Full refund - if request is received before RSD 2. Proportional Refund - If request is received after RSD.	Full
2.	Dual policy with different 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

VI. If at the time any claim arises under this policy there is any other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses.

VII. 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.

CHAPTER 3 - ADDITIONAL ENDORSEMENTS (OPTIONAL)

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 totheterms exceptionsconditionsand limitationsofthis Policy.

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

2. IMT.2. AGREED VALUE CLAUSE (APPLICABLE ONLY TO VINTAGE CARS)

It is hereby declared and agreed that in case of TOTAL LOSS/ CONSTRUCTIVE TOTAL LOSS/CASH LOSS of the Vintage Car insured hereunder due to a peril insured against, the amount payable will be the Insured's Declared Value (IDV) of the vehicle as mentioned in the Policy **without deduction of any depreciation**.

It is further declared and agreed that in case of partial loss to the vehicle, depreciation on parts replaced will be as stated in Section I of the Policy.

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

3. 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.

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.

5. 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 Manu-facture	Seating Capacity Includ-ing 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.

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.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.

7. 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.

8. 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.

9. IMT.9. DISCOUNT FOR VINTAGE CARS (Applicable to Private Cars only)

It is hereby understood and agreed that in consideration of the insured car having been certified as **a Vintage Car** by the **Vintage and Classic Car Club of India**, a discount of ₹ .....* is allowed to the insured from ...../...../.....

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

*Amount calculated as per tariff provision is to be inserted. For mid-term certification as Vintage Car pro-rata proportion of tariff discount for the unexpired period is to be inserted.

10. 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.

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

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

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

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

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

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

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

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 totheterms exceptions conditions and limitations of this Policy.

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

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

(a) Fire risks, the words " BURGLARY HOUSEBRE-AKING OR THEFT" are to be deleted;

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

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

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

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

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

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

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 .

12. 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.

13. 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.

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

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

15. IMT 15. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER OR CLEANER (Applicable to private cars including three wheelers rated as private cars and motorized two wheelers with or without side car (not for hire or reward))

In consideration of the payment of an additional premium it is hereby agreed and understood that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the insured person in direct connection with the vehicle insured or whilst mounting and dismounting from or traveling in vehicle insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in:-

Details of Injury	Scale of Compensation
(i) Death	100%

Details of Injury	Scale of Compensation
(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 person is to be inserted.

16. IMT.16. PERSONAL ACCIDENT TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER AND CLEANER (For vehicles rated as Private cars and Motorised two wheelers (not for hire or reward) with or without side car)

In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injuries hereinafter defined sustained by any passenger other than the insured and/or the paid driver attendant or cleaner and/or a person in the employ of the insured coming within the scope of the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in but not driving the insured motor car and caused by violent, accidental, external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:

Details of Injury	Scale of Compensation
(i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one Limb and sight of one eye.	100%
(iii) Loss of one limb or sight of one eye	50%
(iv) Permanent total disablement from injuries other than named above.	100%

Provided always that: -

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

17. IMT 17. PERSONAL ACCIDENT COVER TO PAID DRIVERS, CLEANERS AND CONDUCTORS: (Applicable to all classes of vehicles)

In consideration of the payment of an additional premium, it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the paid driver/cleaner/conductor in the employ of the insured in direct connection with the vehicle insured whilst mounting into dismounting from or traveling in the insured vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :-

Details of Injury	Scale of Compensation
(i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one Limb and sight of one eye.	100%
(iii) Loss of one limb or sight of one eye	50%
(iv) Permanent total disablement from injuries other than named above.	100%

Provided always that

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

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

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

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

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

18. 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 :-

Details of Injury	Scale of Compensation
(i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one Limb and sight of one eye.	100%
(iii) Loss of one limb or sight of one eye	50%
(iv) Permanent total disablement from injuries other than named above.	100%

Provided always that:

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

19. 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 :-

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

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

(b) the reasonable cost of fitting such parts.

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

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

20. 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 for Two wheelers, ₹ 100 for private cars ₹150 for Commercial Vehicles – three wheelers and taxis or ₹ 200 for Commercial Vehicles (excluding three wheelers and taxis).

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

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

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

(b) **Compulsory Deductible.**
in addition to any amount which the insured may be required to bear under para (a) above the insured shall also bear under section I of the policy in respect of each and every event (including event giving rise to total loss/constructive total loss/Cash Loss) the first ₹.....* of anyexpenditure(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.

22. 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.

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

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

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

23. IMT 22A. 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.

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

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

Subject to:

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

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

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

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

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

25. 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.

26. IMT.25. CNG/LPG KIT IN BI-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 Section 1 of the policy against loss and/or damage to the CNG/LPG kit fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the policy.

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

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

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

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

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

NB.(I) In case of **Fire Risk** only, the words "burglary housebreaking theft" are to be deleted.

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

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

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

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

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

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

29. 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 ₹25/- notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer shall indemnify the insured against the insured's legal liability under the Workmen's Compensation Act, 1923, the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that

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

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

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

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

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

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

30. 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 @ ₹ 25/- per employee insured notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against the insured's liability at Common Law and Statutory Liability under the Fatal Accidents Act, 1855 for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than paid drivers) of the within named insured being carried in or upon or entering in or getting on to or alighting from or driving the vehicle insured.

Provided that in the event of an accident whilst the vehicle insured is carrying more than ..... * employees of the insured (including the driver) the insured shall repay to the insurer a rateable proportion of the total amount payable by the insurer by the reason of this endorsement in respect of accident in connection with such vehicle insured.

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

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

31. 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 -

*(a) the IDV of such Trailer shall be deemed not to exceed .....**

(b) the term "Trailer" shall not include its contents or anything contained thereon.

(c) 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.

32. IMT.31. RELIABILITY TRIALS AND RALLIES (Private Cars and Motorised Two Wheelers)

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

Provided that:-

(a) No indemnity shall be granted by this Endorsement to ..... #

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

(c) During the course of the ..... * the Insurer shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle insured at the time of the occurrence of the event out of which any claim arises.

##It is further understood and agreed that while the vehicle insured is engaged in .....* the insured shall bear the first ₹.....@ (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.

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

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

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

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

34. 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.

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

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

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

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

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

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

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

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

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

NOTE :

In case of Liability only Policies delete (1) above

36. IMT. 35. HIRED VEHICLES – DRIVEN BY HIRER*

(Applicable to four wheeled vehicles with carrying capacity not exceeding 6 passengers and Motorised Two wheelers)

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

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

(ii) shall have satisfied the insured -

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

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

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

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

(2) To pay the first ₹..... 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.

37. 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.

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

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

i) Any employee of the within named insured who is not a workman within the meaning of the Workmen's Compensation Act

Prior to date of this endorsement and not being carried for hire or reward.

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

a) charterer or representative of the charterer of the truck

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

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

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

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

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

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

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

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

(I) For use with Package Policies.

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

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

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

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

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

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

(II) For use with Liability only Policy.

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

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

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

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

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

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

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

Provided always that :-

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

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

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

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

The premium to be calculated at the rate of `25/- per driver and/or cleaner or conductor and/or person employed in loading and/or unloading but not exceeding the number permitted by the Motor Vehicles Act 1988 including driver and cleaner.

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

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

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

Provided always that :-

1. the Company shall not be liable by virtue of this Endorsement to indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurance company or group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees and where the Insured has not obtained special permission from the registration authorities for carriage of more than six such employees.
2. the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
3. the insured shall keep a record of the name of each person employed in connection with the loading and unloading of the vehicles and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Insurer to inspect such record.
4. in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

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

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

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

The premium to be calculated and paid while taking insurance of the vehicle concurred at the rate of `25/- per driver and/or conductor and/or cleaner.

Provided always that :-

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

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

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

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

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

44. IMT.41 Motor Trade Policy - Class 'F' - Road Risk only

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary that in respect of any new vehicle and/or chassis bearing a Trade Certificate Number specified in the Schedule of the policy, the Geographical Area for the purpose of this Policy shall be as defined hereunder and not as stated in the Schedule hereto.

Geographical Area

Under Section II - (i) INDIA

Under all other Sections - Within a radius of .....* kilometers from the insured's address as stated in the Schedule hereto.

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

*to insert '80' or '120' as opted for by insured and premium paid accordingly.

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

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

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

Article I. **NOTE**

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

46. IMT. 43. Theft and conversion Risk

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

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

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

47. 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.

48. 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.

49. 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 three children not exceeding 15 years of age will be reckoned as two persons and any child in arms not exceeding 3 years of age will be disregarded.

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

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

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

(For use with "Liability Only" Policy)

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

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

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

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

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

N. B. :

Omit paragraph (a) for :-

(i) Liability only Policies.

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

NOTE:

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

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

51. 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.

52. 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.

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

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

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

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

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

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

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

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

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

Notes:-

*For Liability only Policies omit proviso (a)

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

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

55. 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.

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

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

Schedule of Trailers

.....

*** Description: Insured's Declared value (IDV)**

.....

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

NOTE:

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

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

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

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

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

(c) the Motor Vehicle.

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

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

(a) death injury or damage caused by or resulting from

(i) subsidence flooding or water pollution.

(ii) damage to pipes or cables arising out of the operation as a tool of the vehicle insured or of any plant forming part of vehicle insured or attached thereto.

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

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

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

59. 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 Vehicle for the purpose of being towed

Provided always that

a) the insurer shall not be liable under this Policy in respect of damage to property conveyed by the towed vehicle.

b) 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.

60. 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.

61. 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.

61. 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.

62. 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.

63. 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.

64. 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.

65. IMT. 63. Restriction of Cover to Liability Risks only (Motor Trade Internal Risks Policy)

It is hereby understood and agreed that

(a) 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

(b) the Insurer shall not be liable in respect of damage to the Motor Vehicle or its accessories.

66. 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

67. 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 leaner'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

CHAPTER 7 - 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 8 - 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 9 - 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 Ombudsman, 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** MOTOR TRADE ROAD RISK 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	Policy Schedule
4	**Interests Insured** • Motor Third Party	Policy Schedule
5	**Sum Insured** Sum Insured • Motor Third party – Your Sum Insured is as per the MV Act	Chapter 1, Section I
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) 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, 4
7.	**Add-on Covers:** Not Applicable	Not Applicable
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: 1. Your policy coverage does not extend to any accidental loss, damage, or liability outside the specified geographical areas 2. Any claim arising out of any contractual liability 3. We do not cover any accidental loss, damage, or liability incurred while the insured vehicle is: (a) Used outside of the 'Limitations as to Use' (b) Driven by, or in the charge of, anyone not listed as an authorized driver. 4. We do not cover: (a) Any accidental loss, damage to property, or any resulting expenses or consequential losses. (b) Any liability caused by or arising from ionizing radiation or contamination by radioactivity from nuclear fuel or nuclear waste, including any self-sustaining process of nuclear fission. 5. We do not cover any accidental loss, damage, or liability caused by nuclear weapons material. The Company is not liable for any claims arising from war, invasion, acts of foreign enemies, civil war, rebellion, or similar events. Additionally, except under Section II - I, coverage does not apply if the driver, with your knowledge and consent, was under the influence of alcohol or drugs. If you make a claim, you'll need to show that the loss or damage was unrelated to these events for it to be considered valid. Please refer to your policy wording for detailed understanding of specific exclusions including terms and conditions 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.2
	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 7
11.	**Admissibility of Claim:** CClaims 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	Policy Schedule
12.	**Policy Servicing - Claim Intimation and Processing** 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 **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 8 & 9
15.	**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.*