

## POLICY WORDINGS PRIVATE CAR PACKAGE POLICY

UIN: IRDAN150RP0035V01201213

### STANDARD FORM FOR PRIVATE CAR PACKAGE POLICY

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance.

#### Now This Policy Witnesseth:

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

#### Section I - Loss of or Damage to the Vehicle Insured

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

- by fire explosion self-ignition or lightning;
- by burglary housebreaking or theft;
- by riot and strike;
- by earthquake (fire and shock damage);
- by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
- by accidental external means;
- by malicious act;
- by terrorist activity;
- whilst in transit by road rail inland- waterway lift elevator or air;
- by landslide rockslide.

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

- |   |     |
|---|-----|
| 1. For all rubber/ nylon/ plastic parts, tyres, tubes and batteries                                       | 50% |
| 2. For fibre glass components   | 30% |
| 3. For all parts made of glass  | Nil |
| 4. Rate of depreciation for all other parts including wooden parts will be as per the following schedule: |     |

AGE OF VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 year but not exceeding 10 years	40%
Exceeding 10 years	50%

#### Rate of depreciation for painting:

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

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

- Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown failures or breakages;
- Damage to Tyres and Tubes unless the vehicle insured is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement.
- Loss of or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time; and
- Any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and of redelivery to the Insured but not exceeding in all Rs. 300/- in respect of any one accident.

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

- the estimated cost of such repair including replacements, if any, does not exceed Rs. 150/-
- the Company is furnished forthwith a detailed estimate of the cost of repairs and
- the insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

#### Sum Insured - Insured's Declared Value (IDV)

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

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

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

#### THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

AGE OF THE VEHICLE	% OF DEPRECIATION FOR FIXING IDV
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

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

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

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

#### Section II - Liability to Third Parties

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the insured vehicle against all sums which the insured shall become legally liable to pay in respect of  
 i) death of or bodily injury to any person including occupants carried in the insured vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured,  
 ii) damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.  
 PROVIDED ALWAYS that the Company shall not be liable in respect of death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading there from.

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

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

4. In the event of the death of any person entitled to indemnity under this Policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

5. The Company may at its own option  
 a) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and

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

#### Avoidance of Certain Terms and Right of Recovery

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

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provision.

#### Application of limits of Indemnity

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

#### Section III - Personal Accident Cover for Owner-Driver

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

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

Provided always that

A. Compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 15 lakhs during any one period of insurance.

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

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

This cover is subject to

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

### General Exclusions

(Applicable to all sections of the Policy)

The Company shall not be liable in respect of:

- any accidental loss damage and/or liability caused sustained or incurred outside the Geographical Area.
- any claim arising out of any contractual liability.
- any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is:
  - being used otherwise than in accordance with the Limitations as to Use OF
  - being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's clause.
- any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
  - any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
- any accidental loss damage and/or liability directly or indirectly or proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

### Deductible

The Company shall not be liable for each and every claim under Section -1 (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the Schedule. Additional deductible shall be applicable for policies having tenure of 24 months or 36 months as mentioned below:

### 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.

- Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution inquest or fatal injury in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the insured shall give immediate notice to the police and cooperate with the Company in securing the conviction of the offender.

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

3 The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:

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

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

4 The Insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

5 The Company may cancel the Policy on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by sending seven days' notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the Policy, the insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

6. If at the time of occurrence of an event that gives rise to any claim under this It is further specifically understood and agreed that such geographical extension Policy there is in existence any other insurance covering the same liability, the excludes cover for damage to the vehicle insured / injury to its occupants / third Company shall not be liable to pay or contribute more than its rateable party liability in respect of the vehicle insured during sea voyage / air passage for proportion of any compensation, cost or expense.

7. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute / difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no dispute or difference shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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

9. In the event of the death of the sole insured, this Policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this Policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

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Where such legal heir(s) desire(s) to apply for transfer of this Policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:

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

### INDIA MOTOR TARIFF - ENDORSEMENTS IMT. 1 EXTENSION OF GEOGRAPHICAL AREA

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

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

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured / injury to its occupants / third party liability in respect of the vehicle insured during sea voyage / air passage for the purpose of ferrying the vehicle insured to the extended geographical area. Subject otherwise to the terms exceptions conditions and limitations of this Policy.  
 NOTE : Insert Nepal/Sri Lanka/Maldives/Bhutan/Pakistan/Bangladesh as the case may be.

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

It is hereby declared and agreed that in case of TOTAL LOSS/CONSTRUCTIVE TOTALLOSS 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.

### IMT. 3 TRANSFER OF INTEREST

It is hereby understood and agreed that as from .....the interest in the policy is transferred to and vested in ..... of carrying on or engaged in the business or profession of who shall be deemed to be the insured and whose proposal and declaration dated..... shall be deemed to be incorporated in and to be the basis of this contract.  
 Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this policy has been vested in any previous Insured shall accrue to the benefit of.....  
 Subject otherwise to the terms exceptions conditions and limitations of this policy.

### IMT. 4 CHANGE OF VEHICLE

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

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

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

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

### IMT. 5 HIRE PURCHASE AGREEMENT

It is hereby understood and agreed that.....(hereinafter referred to as the Owners) are the Owners of the vehicle insured and that the vehicle insured is subject of an Hire Purchase Agreement made between the Owners on the one part and the insured on the other part and it is further understood and agreed that the Owners are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.  
 It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.  
 Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.  
 Subject otherwise to the terms exceptions conditions and limitations of this policy.

### IMT. 6 LEASE AGREEMENT

It is hereby understood and agreed that .....(hereinafter referred to as the Lessors) are the Owners of the vehicle insured and that the vehicle insured is the subject of a Lease Agreement made between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to

the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Lessors as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage. It is also understood and agreed that not with standing any provision in the Leasing Agreement to the contrary, this policy is issued to the insured namely ..... as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors, of his rights benefits and claims under this policy and further nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.  
 It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.  
 Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.  
 Subject otherwise to the terms exceptions conditions and limitations of this policy.

### IMT.7 VEHICLES SUBJECT TO HYPOTHECATION AGREEMENT

It is hereby declared and agreed that the vehicle insured is pledged to / hypothecated with.....(hereinafter referred to as the "Pledgee") and it is further understood and agreed that the Pledgee is interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.  
 It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.  
 Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the Insured or the Insurer respectively under or in connection with this Policy or any term, provision or condition thereof.  
 Subject otherwise to the terms exceptions conditions and limitations of this policy.

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

It is hereby understood and agreed that in consideration of insured's membership of .....\*\* a discount in premium of Rs. ....is allowed to the insured here under 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 discount as per erstwhile India Motor Tariff to be inserted. For mid-term membership, prorata proportion of the discount for the unexpired policy period is to be inserted.  
 \*\* Insert name of the concerned Automobile Association.

### 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 Rs. ...." 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.

### 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 (ARA), Pune has been installed in the vehicle insured herein a premium discount of Rs....." is hereby allowed to the insured.  
 It is hereby understood and agreed that the insured shall ensure at all times that this Anti-theft device installed in the vehicle insured is maintained in efficient condition till the expiry of this policy.  
 Subject otherwise to the terms, exceptions, conditions and limitations of the policy  
 \* The name of the certifying Automobile Association is to be inserted.  
 \*\* Premium discount calculated as per erstwhile India Motor Tariff provision is to be inserted. For mid-term certification of installation of Anti Theft device pro-rata proportion of tariff discount for the unexpired period is to be inserted.

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

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that from .....to..... the vehicle insured is laid up in garage and not in use and during this period all liability of the insurer under this policy in respect of the vehicle insured is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF- IGNITION OR LIGHTNING OR BURG LARY,



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### HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE

PERILS, in consideration whereof

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

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

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

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

NB.2. \* The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the 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 parts of the words in capitals are to be deleted. IMT.

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

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that as from ...../...../. the vehicle no. insured hereunder is laid up in garage and not in use and liability of the insurer under this policy in respect of the said vehicle is suspended SAVE ONLY IN RESPECT OF LOSS OR

DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS.

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

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

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

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

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

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

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

It is hereby understood and agreed that the insurance by this Policy in respect of vehicle no. .... Insured hereunder is reinstated in full from ...../...../..... and the Endorsement Sr. no. 10 attaching to this policy shall be deemed to be cancelled. It is further agreed that in consideration of the period during which the vehicle no. has been out of use

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

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

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

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

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

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

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

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

### IMT. 13 USE OF VEHICLE WITHIN INSURED'S OWN PREMISES (Applicable to all classes except as otherwise provided in the erstwhile India Motor Tariff)

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

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

### IMT. 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.

### 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 travelling in vehicle insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in:

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

Provided always that:

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

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

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

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

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

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

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

### IMT 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 travelling in the insured motor car and caused by violent, accidental, external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in :

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

Provided always that:

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

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

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

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

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

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

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

### IMT. 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

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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 travelling in the insured vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :

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

Provided always that

1. compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs. " during any one period of insurance in respect of any such person.
  2. no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs
  3. such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.
- Subject otherwise to the terms exceptions conditions and limitations of this policy.

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

**IMT. 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 travelling 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 Rs. " during any one period of insurance in respect of any such person.
  - 2) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
  - 3) such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.
  - 4) not more than persons/passengers are in the vehicle insured at the time of occurrence of such injury.
- Subject otherwise to the terms exceptions conditions and limitations of this policy.

\*Delete if P.A. cover for unnamed pillion /side car passenger is not taken. "The Capital Sum Insured (CSI) per passenger is to be inserted

**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;
- OR
- ii. if no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by

air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy; and  
 b. the reasonable cost of fitting such parts.  
 Subject otherwise to the terms conditions limitations and exceptions of this Policy.

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

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

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the insurers liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to the insured or held in trust or in custody or control of the insured. In consideration of this reduction in the limit of liability a reduction in premium of Rs. \* is hereby made to the insured.  
 Subject otherwise to the terms conditions limitations and exceptions of the policy.

\*To insert Rs. 50 per year of policy tenure for Two wheelers, Rs. 100 for private cars Rs. 150 for Commercial Vehicles - three wheelers and taxis or Rs. 200 for Commercial Vehicles (excluding three wheelers and taxis).

**IMT. 21 SPECIAL EXCLUSIONS AND COMPULSORY DEDUCTIBLE**

(Applicable to all Commercial Vehicles excluding taxis and motorized two wheelers carrying passengers for hire or reward.) Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that

- (a) Special Exclusions: except in the case of Total Loss of the vehicle insured, the insurer shall not be liable under Section I of the policy for loss of or damage to lamps tyres tubes mudguards bonnet side parts bumpers and paint work
- (b) Compulsory Deductible: in addition to any amount which the insured may be required to bear under para (a) above the insured shall also bear under section I of the policy in respect of each and every event (including event giving rise to total loss/constructive total loss) the first Rs. ....\* of any expenditure (or any less expenditure which may be incurred) for which provision is made under this policy and/or of any expenditure by the insurer in the exercise of its discretion under Condition No. 4 of this policy.

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

For the purpose of this Endorsement the expression "event" shall mean an event

or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

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

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

**IMT.22. COMPULSORY DEDUCTIBLE (Applicable to Private Cars, three**

wheelers rated as private cars, all motorized two wheelers, taxis, private car type vehicle plying for public/private hire, private type taxi let out on private hire) Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs. ....\* (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no ...." of this policy.

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

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

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

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

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

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

**IMT 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 Rs. ....\* a reduction in premium of Rs. .... under Section 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) the first Rs. ....\*\* (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no. ....# of this policy. If the expenditure incurred by the insurer shall

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### IMT.25. CNG/LPG KIT IN BI-FUEL SYSTEM

(Own Damage cover for the kit)

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

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

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

### IMT.26. FIRE AND/OR THEFT RISKS ONLY

(Not applicable for Miscellaneous and Special Types of vehicles rateable under Class - D and Motor Trade Policies under Classes- E, F and G of the Commercial Vehicles Tariff)

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

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

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

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

### IMT. 27. LIABILITY AND FIRE AND/OR THEFT

(Not applicable for Miscellaneous and Special Types of vehicles rateable under Class - D of the Tariff for Commercial Vehicles)

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

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

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

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

### IMT. 28. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE

(For all Classes of vehicles.)

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

Provided always that

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

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

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

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

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

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

### 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 @ Rs. 50/- per employee insured notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against the insured's liability at Common Law and Statutory Liability under the Fatal Accidents Act, 1855 for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than paid

drivers) of the within named insured being carried in or upon or entering in or getting on to or alighting from or driving the vehicle insured.

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

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

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

### IMT.30. TRAILERS

(Applicable to Private Cars Only)

In consideration 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.

### IMT.31. RELIABILITY TRIALS AND RALLIES

[Private Cars and Motorised Two Wheelers]

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

Provided that

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

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

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

# # It is further understood and agreed that while the vehicle insured is engaged in

.....\* the insured shall bear the first Rs.....@ (or any less amount for which the claim may be assessed) of each and every claim under Section I of this Policy.

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

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

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

\* To insert the name of the event

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

" To insert the venue of the event.

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

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

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

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

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

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

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

\*To insert the name of the event.

@ To insert Rs. 5000/- for Private cars or Rs. 2500/- for motorised two wheelers. For the duration of the event the deductible under Section 1 of the policy for the purpose of Endorsement Sr. No. 19 will be the amount stated in Endorsement No. 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.

### MT. 33 Loss of Accessories (Applicable to Motorised Two Wheeler Policies

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



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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.

### IMT.34. USE OF COMMERCIAL TYPE VEHICLES FOR BOTH COMMERCIAL AND PRIVATE PURPOSES

(Applicable to Commercial Vehicle Policies only)

In consideration of the payment of an additional premium of Rs. a n d 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 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

### MT. 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 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:

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\*\*.

shall have satisfied the insured -

- a) that the vehicle insured will only be driven by a duly licensed driver whose license has not been endorsed;
- b) that such driver has not been refused Motor Insurance nor had his/her insurance policy been cancelled nor had special conditions imposed nor had increased premium demanded from him/her by reason of claims experience.

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

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

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

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

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

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

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

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

NOTE:

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

\*\*Insurer to devise a suitable supplementary proposal form.

### 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 provided and be subject to the terms, exceptions, conditions and limitations of this policy in so far as they apply.

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

In consideration of the payment of an additional premium of Rs. and notwithstanding anything to the contrary contained in Section 11-1 (b) and (c) it is hereby understood and agreed that the Company will Indemnify the Insured against his legal liability other than liability under the Statute (except the Fatal Accidents Act 1855) in respect of death of or bodily injury to:

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

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

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

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

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

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

In consideration of the paying of an additional premium of Rs.....and notwithstanding anything to the contrary contained in Section 11-1 ( c ) it is hereby understood and agreed that the company will indemnify the insured against his legal liability other than liability under statute (except Fatal Accidents Act 1855) in respect of death or bodily injury to any person not being an employee of the insured and not carried for hire or reward provided that the person is

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

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

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

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

(I) For use with Package Policies.

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

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

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

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

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

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

(II) For use with Liability only Policy.

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

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

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

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

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

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

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

Provided always that

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

(2) the insured shall take reasonable precautions to prevent accidents and shall

comply with all statutory obligations.

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

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

IMT.39 A. Legal Liability under the Workmen's Compensation Act, 192\* 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.

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 occurred at the rate of Rs. 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.

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.

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 II. NOTE

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

MT. 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 No. 35 is hereby deemed to be deleted.

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

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

IMT. 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.

IMT.44. INDEMNITY TO HIRER - PACKAGE POLICY - NEGLIGENCE OF THE OWNER OR HIRER.

It is hereby declared and agreed that in consideration of payment of an additional premium of Rs.....the Insurer will indemnify any hirer of the Vehicle insured

against loss, damage and liability as defined in this Policy arising in connection with the Vehicle insured while let on hire.

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

IMT.45. INDEMNITY TO HIRER - LIABILITY ONLY POLICY - NEGLIGENCE OF THE OWNER OR HIRER.-Negligence of the Hirer

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

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.

IMT.46. LEGAL LIABILITY TO PASSENGERS EXCLUDING LIABILITY FOR ACCIDENTS TO EMPLOYEES OF THE INSURED ARISING OUT OF AND IN COURSE OF THEIR EMPLOYMENT (APPLICABLE TO AMBULANCE/ ' HEARSEs UNDER CLASS D OF COMMERCIAL VEHICLES AND TO MOTOR TRADE VEHICLES)

In consideration of an additional premium of Rs.. ... and notwithstanding anything to the contrary contained in Section II-(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



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ratable proportion of the " total amount which would be payable by the insurer by reason of this endorsement if not more than the said number of persons were carried in the vehicle insured Provided further that in computing the number of persons for the purpose of this endorsement any three children not exceeding 15 years of age will be reckoned as two persons and any child in arms not exceeding 3 years of age will be disregarded. Provided also that the provisions of condition 3 of the policy are also applicable to a claim or series of claims under this endorsement.

Provided further that in the event of policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed. Subject otherwise to the terms exceptions conditions and limitations of this Policy. (For use with "Liability Only" Policy)

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

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

Provided further that in computing the number of persons for the purpose of this endorsement any 3 children not exceeding 15 years of age will be reckoned as two persons and any children in arms not exceeding 3 years of age will be disregarded. Provided further that in the event of Policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed. Subject otherwise to the terms exceptions conditions and limitations of this policy.

### IMT.47. MOBILE CRANES/DRILLING RIGS/ MOBILE PLANTS /EXCAVATORS/NAWIES/ 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".

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

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

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

#### Schedule of Trailers

Description Insured's	Declared value (IDV)
* Insert make, number or some other means of identification. Threshing Machines, Drums, Bailing Machines, Trusses and Tiers must be identified as such. Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.	

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

### IMT.49. EXCLUSION OF LIABILITY TO THE PUBLIC WORKING RISK o (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.

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

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

### 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".

### 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.

### 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 Attachments

Description	Insured's Declared Value (IDV)
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\* 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."

### 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.

### 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.

### 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

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towing a greater number of vehicles than is permitted by law.

### 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.

### 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.

### 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 Rs.....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.

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

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

### 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 Rs.....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.

### 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 Rs.....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.

### 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.

### 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.

### 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.

### OPTIONAL ADD ON COVER

#### POLICY WORDINGS PRIVATE CAR PACKAGE POLICY

##### AD-01. Depreciation Cover

UIN: IRDAN150RP0035V01201213/A0012V01201213

##### Scope of Cover:

In consideration of the payment of extra premium paid by the insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company shall bear the Depreciation amount deducted on the value of the parts replaced as a result of admissible claim under Own Damage Section.

##### Conditions:

- a) Insured Vehicle should be repaired at any of Company's authorized Garage.

\* For the purpose of this Cover the expression 'admissible claim' 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.

##### AD-02. Consumables Cover

UIN: IRDAN150RP0035V01201213/A0015V01201213

##### Scope of Cover:

In consideration of the payment of extra premium paid by the insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company agrees to cover expenses incurred towards "those items or substances of specific use which at the time of loss are either totally consumed or deemed unfit for further use in the vehicle" arising out of damage to the vehicle insured and/or to its accessories caused by insured peril under the basic Two Wheeler Package Policy.

Consumables shall mean those items or substances which have specific use and when applied to their respective uses are deemed to be consumed completely and/or are deemed to be unfit for future use. These items include grease, lubricants clip, air conditioner's gas, bearings, engine oil, oil filter, fuel filter, break oil, nut and bolt, screw, washers and the like.

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

##### Special Conditions applicable:

- a) The cover under this add-on will be available only for vehicles upto the maximum age off years.
- b) For any claim to become payable under this add-on, it should be admitted under Own Damage Section of the Policy.
- c) All such costs to be supported with proper bills/invoices only from Garages authorized by the company.
- d) Such repairs to be undertaken within three (3) days of date of loss.

##### AD-03. Gap Value Cover

UIN: IRDAN150RP0035V01201213/A0018V01201213

##### Scope of Cover:

In consideration of the payment of extra premium paid by the insured as mentioned in the Policy Schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company shall pay the "difference amount" between the amount received under Own Damage (OD) Section i.e. Insured Declared Value (IDV) less deductibles under the policy AND price as per purchase invoice OR the current Replacement Value of vehicle if the same make model is available, whichever is less in the event of a Total Theft or Total Loss/ Constructive Total Loss (CTL) of the vehicle.

It also covers the Road Tax and first time registration charges if specifically declared and additional premium is paid.

Maximum liability to the company is limited to the sum insured mentioned in the policy schedule.

##### Special Conditions applicable to this benefit:

- a) The vehicle insured is not more than years old on the date of commencement of the policy period.
- b) The Total Theft or Total loss / Constructive Total Loss of the vehicle should be admissible under Own Damage Section of the policy.
- c) Insured should be the first registered owner of the vehicle as per RTO records.

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d) GAP Value SI = Current Ex showroom price + Registration Charges (if opted) + Road Tax (if opted)

AD-04. Passenger Assist Cover

(UIN: IRDAN150RP0035V01201213/A0020V01201213)

In consideration of the payment of extra premium paid by the insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company stands to pay the insured as is provided below:

**Hospital Allowance:** The Company agrees to pay the amount mentioned in the policy schedule per insured with maximum number of insured limited to the seating capacity of the vehicle for per day of hospitalisation caused due to bodily injury caused by accidental, external, violent and visible means while travelling in, embarking or disembarking from the insured vehicle during the policy period as mentioned in the schedule for which a valid claim under the Policy is admissible.

**Medical Expenses:** Company undertakes to reimburse Medical Expenses per Insured person with maximum number of insured limited to the seating capacity of the vehicle up to the Sum Insured as specified in the Schedule, following treatment of bodily injury caused by accidental, external, violent and visible means while travelling in, embarking or disembarking from the insured vehicle during the policy period as mentioned in the schedule for which a valid claim under the Policy is admissible.

**Special Conditions applicable to Medical expenses Coverage:**

The Company stands to cover medical expenses for treatment taken from only registered Medical Practitioners under respective medical councils.

**Medical Transport Assistance:** The Company agrees to pay amount as mentioned in the policy schedule incurred by the insured towards transportation of the insured / insured person(s) to the Hospital post suffering bodily injury caused by accidental, external, violent and visible means while travelling in, embarking or disembarking from the insured vehicle during the policy period as mentioned in the schedule for which a valid claim under the Policy is admissible.

AD-05. Roadside Assistance Cover

UIN: IRDAN150RP0035V01201213/A0021V01201213

Scope of Cover:

In consideration of the payment of extra premium paid by the insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the company shall provide "Roadside Assistance" in case of breakdown of the insured vehicle upon his request, with a maximum of four claims related to any one or more of the following emergency assistance services during the Policy Period through the authorized vendor. The services provided under the Roadside Assistance are as under:

Sr. No.	Featured Benefits	Inclusion
1	Breakdown support over phone	Upto 50 Kms
2	Minor repair (onsite only)	Upto 50 Kms
3	Arrangement of emergency fuel (petrol only) in case the vehicle runs out of fuel (Cost of Fuel shall be paid by insured on the spot)	Upto 50 Kms
4	Flat Tyre Support	Upto 50 Kms
5	Assistance in case of lost keys	Upto 50 Kms
6	Transfer/ Towing due to major breakdowns	Upto 25 Kms
7	Alternative Transport assistance to the nearest safe location for the passengers of the vehicle (Taxi fare for the journey shall be borne by customer and shall be payable directly to the provider on spot)	Yes

Cost of Services beyond coverage limits as mentioned against each service shall be borne by the customer

**Special Conditions:**

- All additional expenses regarding replacement of a part, additional Fuel and any other service which does not form a part of the standard services mentioned above would be on chargeable basis to the insured.
- This assistance service shall get initiated based on specific request by the insured.
- Below service can be availed only once during the policy period:
  - Assistance in case of lost keys
  - Arrangement of emergency fuel in case the vehicle runs out of fuel

**Territorial Scope:** The territorial scope of the Emergency and Additional Assistance Services provided will be within a radius (in Kms) (as mentioned in above given coverage table) from the Place of Breakdown to nearest applicable vendor or cities within the Republic of India excluding islands for the coverage limit mentioned under each service.

AD-06. Key Loss Cover

(UIN: IRDAN150RP0035V01201213/A0010V01201314)

Scope of Cover:

In consideration of extra premium paid by the Insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company will reimburse insured towards:

a) The cost of replacing vehicle keys in case of irrecoverable occurrences or broken or damaged keys

b) The Cost of replacing locks and keys in case of theft of keys and / or if the vehicle is broken into along with damage to the locks / keys of the insured vehicle resulting in security threat to the vehicle.

**Special Condition:**

a) Insured is required to provide police report confirming the incident details occurring during the mentioned Policy Period.

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

AD-07. Engine Safe Cover

UIN: IRDAN150RP0035V01201213/A0011V01201314

In consideration of payment of additional premium, it is hereby agreed and declared that this Policy extends to cover the consequential damage to the internal child parts of the engine of the Insured Vehicle arising out of water ingress / leakage of lubricating oil and/or damage to gear box of the Insured Vehicle arising out of leakage of lubricating oil due to Accidental means. Under this cover, the company will compensate insured for the following:

- Repair or replacement of the internal child parts of the engine such as pistons, connecting rods, crank shaft and cylinder head.
- Repair or replacement of the internal parts of the gear box such as gears or shafts in the gear box housing.
- Labour cost incurred by insured to overhaul the damaged engine and gear box

**Conditions:**

A) Claims made by insured against Company under 'Engine Safe' are subject to the conditions set forth under the Motor Insurance Policy.

B) Claims made by insured against company under 'Engine Safe' would be admissible if:

- There is evidence that the Insured Vehicle stopped in water logged area resulting into damage to the internal parts of the engine due to water ingressions
- There is evidence of under carriage damage to engine and/or gear box leading to oil leakage and resulting into damage to internal parts of the engine and/or gear box
- The loss or damage is not payable under Motor Insurance Policy.

C) In case of transfer of ownership of the Insured Vehicle, the cover under 'Engine Safe' shall expire

**Insured's Obligations**

I. Insured should avoid driving the Insured Vehicle through water logged area as far as possible. If it is unavoidable, the vehicle should be driven in low gear and/or high engine RPMs.

II. Insured should not try to crank or push start the engine once the Insured Vehicle had stopped in the water logged area or undercarriage damage had taken place.

III. Insured should intimate company to obtain help.

**Exclusions**

Company will not be liable to indemnify insured for the following:

- Where a loss is covered under any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time.
- Any consequential loss apart from the damage to the internal child parts of the engine due to water ingress/leakage of lubricating oil and/or damage to gear box arising out of leakage of lubricating oil due to Accidental means.
- Cost of engine oil and consumables in case of flushing of engine.
- Loss or Damage including corrosion of engine due to delay in intimating company or delay in retrieval of the Insured Vehicle from the water logged area.

5. Where reasonable care has not been taken by insured to protect the loss or damage to the Insured Vehicle.

You can refer the list of Company's authorized garages at

www.libertyinsurance.in OR contact our customer care toll free number at 1800-266-5844.

AD-09. EMI Protection

(UIN: IRDAN150RP0035V01201213/A0002V01201718)

Scope of Cover:

In consideration of the extra premium paid by the Insured as mentioned in the policy schedule, it is hereby understood and agreed subject to the terms, conditions, "exclusions and limitations that the Company will pay the Insured the amount, maximum up to the Amount & Number of EMIs (Equated Monthly Installment) Covered as mentioned in the Schedule for each completed period of 30 days for which the insured vehicle is under repair arising of accidental damages provided:

- The claim is admissible under Section I (Own Damage) of the policy;
  - The vehicle is repaired at a garage/workshop authorized" by the company
- Special Conditions:**
- Maximum two claims shall be admissible under this add on during the policy period.
  - For computation of completed of 30 days, the start date will be taken as the day following the day on which the insured vehicle is given to garage for the repair and end date will be taken as the day on which intimation regarding delivery of repaired vehicle is given to Insured or the Company. Time taken by the garage to commence the repair work or waiting time due to non-availability of spares is not considered.
  - In case of theft of insured vehicle, entire amount of EMI coverage as opted by the insured & mentioned on the policy schedule shall be reimbursed (subject to other conditions mentioned).
  - The claim under this add-on shall be paid directly to the financier as



## POLICY WORDINGS PRIVATE CAR PACKAGE POLICY

UIN: IRDAN150RP0035V01201213

mentioned on the schedule, to which the insured vehicle is hypothecated.

5. Liability of the Company shall be limited to the EMI amount mentioned in the schedule or the actual EMI prevailing at the time of loss whichever is lower. Also, in no case, Company shall pay an amount higher than the actual amount of loan outstanding against the insured vehicle.

### AD-11 Towing Expense Cover

(UIN:IRDAN150RP0035V01201213/A0012V01201314)

In consideration of extra premium paid by the Insured as mentioned in the policy schedule and realized by the Company it is hereby understood and agreed that the Company shall pay the towing expenses of the damaged insured vehicle from accident spot to the nearest authorized repairer/garage over and above the amount covered under basic Motor Comprehensive Package Policy.

Maximum liability of the Company is restricted to the Sum Insured as mentioned in the schedule or actual expenses incurred whichever is less.

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

### AD-12. Loss of Personal Belongings

(UIN: IRDAN150RP0035V01201213/A0009V01201314)

#### Scope of Cover:

In consideration of extra premium paid by the Insured as mentioned in the policy schedule and realized by the Company it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company will pay for the loss or damage to insured's personal belongings caused by perils mentioned under section 1 of the Policy while they are inside the insured vehicle at the time of loss or damage to the vehicle.

Personal belongings for purpose of this coverage would mean the articles or other items of personal nature which are likely to be used, carried or worn but excludes Money, Securities, Cheques, Bank Drafts, Credit or Debit Cards, Jewellery, Lens, Glasses, Travel Tickets, Watches, Valuables, Manuscripts, Painting and Items of similar nature. Any goods or samples in connection with any business or trade are not covered.

Company's liability (maximum subject to the sum insured mentioned in the schedule) under this cover will be payable as mentioned below:

a. In case of Partial loss or damage to the insured item(s): Company will pay the reasonable cost of repair to restore the item in similar condition as it was immediately before the event leading to loss or damage.

b. In case of Total loss or damage to the insured item(s) including the situation wherein the cost of repair is equal to or exceeding the value of insured item immediately prior to the event leading to loss or damage: Company will pay the market value of the insured item as it was immediately before the event leading to loss or damage less salvage value if any.

#### Special Condition:

a. For any claim to become payable under this add-on cover, it should be admissible under section 1 "Own Damage" of the Policy.

b. A police report must be submitted to Company for claims due to theft, burglary or house-breaking

The Insured will bear first INR. 200 of each and every claim under this section. Subject to the terms, conditions, exceptions and limitations of the Policy.

### AD-13. No Claim Bonus Protection Cover (Same No Claim Bonus) (UIN: IRDAN150RP0035V01201213/A0007V01201314)

In consideration of extra premium paid by the Insured as mentioned in the policy schedule and realized by the Company it is hereby understood and agreed that Company will allow the same No claim bonus, as mentioned on the schedule at the time of renewal, even if there are upto two claims reported during the mentioned Policy Period.

#### Special Conditions:

1. No claim bonus will be reduced to zero on renewal in case more than 2 claims are reported during the Policy Period.

2. The cover will cease in case the No claim bonus declared while taking this cover is found to be incorrect.

3. The cover will cease in case of Transfer of ownership of insured vehicle.

4. The renewal of policy is done with us within 90 days of expiry of the Policy. Subject to the terms, conditions, exceptions and limitations of the Policy.

### AD-14. No Claim Bonus Protection Cover (No claim bonus one slab down)

(UIN: IRDAN150RP0035V01201213/A0008V01201314)

In consideration of the payment of extra premium paid by the Insured as mentioned in the policy schedule it is hereby understood and agreed that company will allow the No claim bonus which is one slab lower than the No claim percentage mentioned on the schedule at the time of renewal, even if there are upto two claims \* reported during the mentioned Policy Period.

#### Special Conditions:

1. No claim bonus will be reduced to zero on renewal in case more than 2 claims z cover are reported on Policy.

2. The cover will cease in case the No claim bonus declared while taking this is found to be incorrect.

3. The cover will cease in case of Transfer of ownership of insured vehicle.

4. The renewal of policy is done with us within 90 days of expiry of the Policy Subject to the terms, conditions, exceptions and limitations of the Policy.

### AD-15. Daily Allowance

(UIN: IRDAN150RP0002V01201516/A0006V01202021)

#### Scope of Cover:

In consideration of extra premium paid by the Insured as mentioned in the policy schedule and realized by the Company, it is hereby understood and agreed and subject to the terms, conditions, exclusions and limitations that the Company will pay Insured the Daily Allowance as mentioned in the schedule, if insured vehicle is damaged by a covered peril mentioned in "Own Damage section" of the Policy.

#### Conditions:

1. Such claim is admitted by the Company under "Own Damage section" of the Policy

2. For computation of days for Daily Allowance entitlement in case of Partial claims, the start date will be taken as the day following the day on which the insured vehicle is given to garage for repair and end date will be taken as the day on which intimation regarding completion of repair of Insured vehicle

3. Upto Two claims will be payable under this add-on during the policy period per year.

4. Claim under this add-on is intimated to the Company & insured vehicle is taken to the garage within 24 hours of occurrence of accidental damage or loss.

5. Vehicle repairs are carried out in an authorized garage of the Company.

#### Exclusions:

1. Any repair taking time less than or equal to the franchise or deductible mentioned in the schedule.

2. The time taken by garage for repair of damages not admissible under "Own Damage section" of Policy or waiting time due to non-availability of spares will be excluded for calculation of Daily Allowance cover.

3. The Company will not be liable for any payment under this add-on in the event of & for the duration of denial of access to the garage and/or any partial or complete closure of the garage where the insured vehicle is being repaired; by or under the advisories of public, military, government or civil authorities which may cause delay in repair of the insured vehicle.

### Ad16. Tyre Protect (UIN : IRDAN150RP0035V01201213/A0023V01201920)

#### Scope of Cover:

In consideration of additional premium paid by the Insured as mentioned in the policy schedule it is hereby understood and agreed that the Company will cover expenses for repair and/or replacement as may be required arising out of accidental loss or damage to tyres and tubes of the insured vehicle. Company's maximum liability will be computed on the basis of unused tread depth of tyre -

- Unused tread depth of <3 mm - Normal wear and tear is not covered
- Unused tread depth of " = 3 to "5 mm - 50% of cost of new tyre and/or tube
- Unused tread depth of " >= 5 to <7mm - 75% of cost of new tyre and/or tube
- Unused tread depth of " = 7mm - 100% of cost of new tyre and/or tube

Unused Tread depth will be measured at the center of the tread, 4 measurements at 4 different places will be taken for the purpose of arriving at average tread depth which will be the basis of payment under the coverage.

Replacement of tyre will be allowed for same make and specification and in case of non-availability of same make or specification leading to replacement with tyre/tube of higher specification; company will not be liable for betterment charges.

Maximum of 4 replacements will be allowed during the Policy Period.

If damage to tyre and tube is due to the accidental damage to the insured vehicle covered under "Own Damage" section of the Policy, our liability under this cover will be restricted to the difference of depreciation percentage applied under "Own Damage" section and as mentioned above basis the unused tread depth.

#### Special exclusions:

- a. Any loss or damage resulting into total loss of the vehicle
- b. Loss or damage arising out of normal wear and tear
- c. Any damages resulting from neglect of the periodic maintenance as specified by the manufacturer such as tyre(s) rotation, wheel balancing / alignment etc.
- d. Expenses towards routine maintenance of wheels/tyres or tubes.
- e. Any tyre/tube different from tyre/tube supplied by the manufacturers unless same is informed and endorsed in the Policy
- f. Any Consequential loss not limited to any vibration, noise and like which do not affect the performance of the tyre/tube.
- g. Loss or Damage due to any modification done which are not approved by the tyre manufacturer
- h. Loss of damage arising out of driving for purpose of racing or rallying
- i. Loss or damage arising out of manufacturing defect or design.
- j. Any minor damages, cuts or scratches not affecting the functioning of tyre/tube
- k. Damages caused by Malicious actions
- l. Theft of Tyre(s)/Tube(s) or its parts or accessories

Special Conditions: Annexure IV - Wordings: Add On Covers Private Car Package Policy Page 6

1. In case of any tyre replacement during the Policy Period, not arising out any claim, mentioned cover will not be applicable unless it is informed and endorsed in the Policy.

2. Insured should take reasonable care to avoid loss or damage to the tyre/tube. Insured should not use the vehicle with damaged tyre/tube leading to further damage to tube/tyre/suspension.

3. In case of any tyre replacement arising out of claim made during the Policy Period, the replaced tyre can be included through endorsement by paying additional premium.

4. All claims must be reported within 3 working days of damage.

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

You can refer the list of Company's authorized garages at [www.libertyinsurance.in](http://www.libertyinsurance.in) OR contact our customer care toll free number at 1800-266-5844.

### EV Secure (UIN-IRDAN150RP0035V01201213/A0014V01202122)

Scope of Cover: In consideration of additional premium paid by the Insured, it is

## POLICY WORDINGS PRIVATE CAR PACKAGE POLICY

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hereby understood and agreed, subject to the terms, conditions, exclusions, and limitations, that the Company will indemnify the insured as per the below mentioned coverages as opted either of section 1 and 2 as mentioned below or jointly together as a whole and specified in the policy schedule:

### AD17 :- Charger Protection cover

Any loss of/or damage, or destruction to detachable charger, including charging cables and charging adaptors or due to:

- Theft or burglary
- Impact damage caused by external accidental means.
- Fire, explosion, self-ignition

provided all instructions as prescribed by the manufacturer are followed, and reasonable care is taken by the insured to prevent the loss.

In case of any replacement of wall mount charger due to the above-mentioned reasons, company will re-imbure one-time actual cost for Re-Installation of "Wall mount charger and adaptor assembly unit" subject to maximum limit specified in the policy schedule.

Any loss of/or damage to property of Insured due to Fire, explosion, self-ignition of detachable charger, including charging cables and charging adaptors during authorized use as prescribed by manufacturer, subject to the maximum limit as specified in the policy schedule.

### Limits of Indemnity -

- Total Loss of equipment - Actual cost of replacement subject to maximum indemnity as defined in the policy schedule.
- Partial Loss of equipment - Cost of repair subject to maximum indemnity as defined in the policy schedule.
- Property damage of Insured - Maximum indemnity as specified in the Policy schedule.

### Conditions:

- This Add on can be opted only, if the person has obtained insurance policy from company
- The Charger/other equipment insured under this Add on are used in accordance with the guidance and in accordance with the instructions from the manufacturer
- The Charger/other equipment insured under this Add on are utilized for private use only for the vehicle, for which is insured in base policy.
- A claim resulting from theft / burglary must be supported by an FIR filed with the police.
- A claim resulting from major Fire or Explosion must be supported by an FIR filed with the police & Fire Brigade report.
- Indemnity under this cover is limited to two claims during policy year as applicable for own damage cover as specified in the schedule.
- Claim under this add-on is intimated to the Company within 24 hours of occurrence of Loss.

### Exclusions:

The company shall not be liable for any claims under this section directly or indirectly arising out of:

- Loss or damage attributable to manufacturing defect or design or unauthorized alterations.
- Loss or damage to the equipment falling under the terms of the maintenance / warranty agreement by manufacturer /supplier or any AMC contract with Third party provider.
- Loss or Damage arising during the process of cleaning, maintenance, repair, dismantling of the equipment.
- Willful act or Willful negligence of the Insured or Insured's family or any other person authorized by the Insured.
- Arising out of the misuse of or use other than in accordance with manufacturer's recommendation of or use of any accessory which has not been approved by the manufacturer for the equipment.
- Loss or Damage/cost of repair associated due to direct consequence of wear and tear or of gradual deterioration due to atmospheric or climatic changes, moths, insects, and vermin.

### Warranty :

- All suitable measures and directions issued by the manufacturer or respective authorities needs to be followed at the time of "Use" or "Not in use".
- The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or Damage that may give rise to the claim.

### AD18 :- Charger Liability Protection

Legal Liability of the Insured to third parties for Injury, death, property damage

due to Short Circuit or electric current or Fire and / or explosion of Detachable equipment's (Charging Cables, Charging Adaptors) at the time of "Not in use" (not connected to Electric Vehicle) within Insured premises up to the maximum limit as specified in the policy schedule.

Limits of Indemnity - As specified in the policy schedule.

### Conditions:

- This Add on can be opted only, if the person has obtained insurance policy from company
- The Charger/other equipment insured under this Add on are used in accordance with the guidance and in accordance with the instructions from the manufacturer
- The Charger/other equipment insured under this Add on are utilized for private use only for the vehicle, for which is insured in base policy.
- A claim resulting from Short Circuit or electric current or Fire and / or explosion of Detachable equipment's must be supported by an FIR filed with the police & Fire Brigade report.
- Indemnity under this cover is limited to one claim during the policy period specified in the schedule.
- Claim under this add-on is intimated to the Company within 24 hours of occurrence of Loss.

### Exclusions:

The company shall not be liable for any claims under this section directly or indirectly arising out of:

- Fire or Explosion attributable to any manufacturing defect or design or unauthorized alterations.
- Willful act or Willful negligence of the Insured or Insured's family or any other person authorized by the Insured.
- Fire or Explosion arising during the process of cleaning, maintenance, repair, dismantling of the equipment.
- Arising due to misuse of or use other than in accordance with manufacturer's recommendation of or use of any accessory which has not been approved by the manufacturer for the equipment.

### Warranty:

- All suitable measures and directions issued by the manufacturer or respective authorities needs to be followed at the time of "Use" or "Not in use".
- The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or Damage that may give rise to the claim.

### Grievance Redressal Procedure

We are concerned about You and are committed to extend the best possible services. In case You are not satisfied with our services or resolutions, please follow the below steps for redressal.

#### Step 1

Call us on Toll free number: 1800-266-5844 (8:00 AM to 8.00 PM, 7 days of the week)

Email us at: [care@libertyinsurance.in](mailto:care@libertyinsurance.in)

Or

Write to us at:

Customer Service

Liberty General Insurance Limited

10th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013

#### Step 2

If our response or resolution does not meet your expectations, you can escalate at [manager@libertyinsurance.in](mailto:manager@libertyinsurance.in)

#### Step 3

If you are still not satisfied with the resolution provided, you can further escalate at [servicehead@libertyinsurance.in](mailto:servicehead@libertyinsurance.in)

An acknowledgment will be sent on receipt of your concern, we would then investigate the matter internally and respond with a suitable resolution. Please share your contact details to enable us to get in touch with you.

In case you are not satisfied with the decision or resolution provided by the company you may approach the Insurance Ombudsman for redressal.

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**Insurance is the subject matter of solicitation**

The contact details of the Insurance Ombudsman offices are as below-

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, Dadra & Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>
Karnataka.	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>
Madhya Pradesh Chattisgarh.	Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>
Orissa	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>
Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>
Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>
Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	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 - 65504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>
Rajasthan.	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>

Areas of Jurisdiction	Office of the Insurance Ombudsman
Kerala , UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>
West Bengal, Sikkim, Andaman & Nicobar Islands.	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>
Districts of Uttar Pradesh:	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a>
Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/29/30/31 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a>
State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	Office of the Insurance Ombudsman, BhagwanSahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a>
Bihar, Jharkhand, Saharanpur.	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>



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Areas of Jurisdiction	Office of the Insurance Ombudsman
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	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.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@cjoins.co.in">bimalokpal.pune@cjoins.co.in</a>