**PRIVATE CAR PACKAGE POLICY WORDING**

**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 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 thevhere:

1. By fire explosion self ignition or lightning;
2. By burglary housebreaking or theft;
3. By riot and strike;
4. By earthquake (fire and shock damage);
5. By flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
6. By accidental external means;
7. By malicious act;
8. By terrorist activity;
9. Whilst in transit by road rail inland-waterway lift elevator or air;
10. By landslide rockside.

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

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

<table>
<thead>
<tr>
<th>AGE OF VEHICLE</th>
<th>% OF DEPRECIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not exceeding 6 months</td>
<td>Nil</td>
</tr>
<tr>
<td>Exceeding 6 months but not exceeding 1 year</td>
<td>5%</td>
</tr>
<tr>
<td>Exceeding 1 year but not exceeding 2 years</td>
<td>10%</td>
</tr>
<tr>
<td>Exceeding 2 years but not exceeding 3 years</td>
<td>15%</td>
</tr>
<tr>
<td>Exceeding 3 years but not exceeding 4 years</td>
<td>25%</td>
</tr>
<tr>
<td>Exceeding 4 years but not exceeding 5 years</td>
<td>35%</td>
</tr>
<tr>
<td>Exceeding 5 years but not exceeding 10 years</td>
<td>40%</td>
</tr>
<tr>
<td>Exceeding 10 years</td>
<td>50%</td>
</tr>
</tbody>
</table>

5. Rate of Depreciation for Painting: In the case of painting, the depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 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:

a. Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages;
b. Damage to tyres and tubes unless the vehicle is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement and
c. Any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the insured but not exceeding in all Rs 1500/- in respect of any one accident.

The insured may authorise the repair of the vehicle necessitated by damage for which the Company to the insured but not exceeding in all Rs 500/-; the material component shall be considered as 25% of the total painting charges for the purpose of applying the depreciation.

**SUM INSURED, INSURED’S DECLARED VALUE (IDV)**

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

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

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

<table>
<thead>
<tr>
<th>AGE OF VEHICLE</th>
<th>% OF FIXING DEPRECIATION IDV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not exceeding 6 months</td>
<td>5%</td>
</tr>
<tr>
<td>Exceeding 6 months but not exceeding 1 year</td>
<td>15%</td>
</tr>
<tr>
<td>Exceeding 1 year but not exceeding 2 years</td>
<td>20%</td>
</tr>
<tr>
<td>Exceeding 2 years but not exceeding 3 years</td>
<td>30%</td>
</tr>
<tr>
<td>Exceeding 3 years but not exceeding 4 years</td>
<td>40%</td>
</tr>
<tr>
<td>Exceeding 4 years but not exceeding 5 years</td>
<td>50%</td>
</tr>
</tbody>
</table>

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

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

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

The insured vehicle shall be treated as a CTL if the aggregate cost of repair / replacement 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 hereinafter the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums which the insured shall become legally liable to pay in respect of :-

   a. Death of or bodily injury to any person including occupants carried in the vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured.
   b. Damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.
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 the 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 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 the 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 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 provisions.

**APPLICATION OF LIMITS OF INDEMNITY**

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

**SECTION III PERSONAL ACCIDENT COVER FOR OWNER-DRIVER**

The Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle, in direct connection with the vehicle insured or whilst driving or mounting into/discharging from the vehicle insured or whilst travelling in it as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

<table>
<thead>
<tr>
<th>Nature of injury</th>
<th>Scale of compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Death</td>
<td>100%</td>
</tr>
<tr>
<td>(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye.</td>
<td>50%</td>
</tr>
<tr>
<td>(iii) Loss of one limb or sight of one eye</td>
<td>100%</td>
</tr>
<tr>
<td><em>(iv) Permanent total dismemberment from injuries other than named above.</em></td>
<td>100%</td>
</tr>
</tbody>
</table>

Provided always that:

1. 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 insured shall not in the aggregate exceed the sum of Rs 2 lakhs during any one period of insurance.
2. No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (i) intentional self injury suicide or attempted suicide physical defect or infirmity or (ii) accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3. 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.
   a. The owner-driver is the registered owner of the vehicle insured herein;
   b. The owner-driver is the insured named in this policy.
   c. The owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.
GENERAL EXCEPTIONS
(Applicable to all Sections of the Policy)

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

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

2. Any claim arising out of any contractual liability;

3. Any accidental loss and/or liability caused sustained or incurred whilst the vehicle insured hereunder;
   a. Being used otherwise than in accordance with the Limitations as to Use, or
   b. Being driven by or for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver’s Clause.

4. Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;

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

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

7. Any accidental loss or damage and/or liability caused sustained or incurred whilst the vehicle insured hereunder;
   a. Being used otherwise than in accordance with the Limitations as to Use, or
   b. Being driven by or 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.

8. The Company shall not be liable for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclosure, have been 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.

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

10. It is 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 disclosure, have been 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.

11. No claim made or pending during the preceding
   a. Full year of insurance
   b. 2 consecutive years of insurance
   c. 3 consecutive years of insurance
   d. 4 consecutive years of insurance
   e. 5 consecutive years of insurance

Sunset Clause: If at the renewal failing due time between 1st July 2002 and 30th June 2003, both days inclusive, (after completion of the full policy period of 12 months) an insured becomes entitled to an NCB of 55% or 65% in terms of the Tariff prevailing prior to 1st July 2002, the entitlement of such higher percentage of NCB will remain protected for all subsequent renewals till a claim arises under the policy, in which case the premium for the next renewal will revert to the current rate. Thereafter, NCB if any earned, will be in terms of the above table.

INDIA MOTOR TARIFF – ENDORSEMENTS

IMT 1. Extension of Geographical Area

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

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured/ injury to its occupants / third party liability in respect of the vehicle insured during sea voyage / air passage for the purpose of ferrying the vehicle insured to the extended geographical area.

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

NOTE: *Insert Nepal/ Sri Lanka/ Maldives/ Bhutan/ Pakistan/ and such geographical area 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 TOTAL LOSS of the Vintage Car insured hereunder due to a peril insured against, the amount payable will be the Insured’s Declared Value (IDV) of the vehicle as mentioned in the Policy without deduction of any depreciation. It is further declared and agreed that in case of partial loss to the vehicle, depreciation on parts replaced will be as stated in Section 6 of the policy. In case of any claim under this policy, depreciation on parts replaced will be as stated in Section 6 of the policy. In case of any claim under this policy, depreciation on parts replaced will be as stated in Section 6 of the policy. In case of any claim under this policy, depreciation on parts replaced will be as stated in Section 6 of the policy. In case of any claim under this policy, depreciation on parts replaced will be as stated in Section 6 of the policy. In case of any claim under this policy, depreciation on parts replaced will be as stated in Section 6 of the 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 *..........................* 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 *..........................*.

<table>
<thead>
<tr>
<th>ALL TYPES OF VEHICLES</th>
<th>% OF DISCOUNT ON OWN DAMAGE PREMISE</th>
</tr>
</thead>
<tbody>
<tr>
<td>No claim made or pending during the preceding full year of insurance</td>
<td>20%</td>
</tr>
<tr>
<td>No claim made or pending during the preceding 2 consecutive years of insurance</td>
<td>25%</td>
</tr>
<tr>
<td>No claim made or pending during the preceding 3 consecutive years of insurance</td>
<td>35%</td>
</tr>
<tr>
<td>No claim made or pending during the preceding 4 consecutive years of insurance</td>
<td>45%</td>
</tr>
<tr>
<td>No claim made or pending during the preceding 5 consecutive years of insurance</td>
<td>50%</td>
</tr>
</tbody>
</table>

OWN DAMAGE PREMIUM
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.

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

\* Premium discount calculated as per tariff provision is to be inserted. For mid-term certification of insurance of Anti-Theft device 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 (ARAI), Pune has been installed in the vehicle insured herein a premium discount of ... is hereby allowed to the insured.

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

** The name of the certifying Automobile Association is to be inserted.

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

NB.2. * The proportionate premium for the period up to the day of lay up is to be inserted.

NB.3. ** The proportionate premium required for Fire and/or Theft coverage for the lay 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

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

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

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

NB.11. B. VEHICLES LAYED UP (Lay up period not declared)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that as from __/__/_______ the vehicle insured is laid up in garage and not in use and 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. Fire and/or Theft risks for the lay up period are to be deleted.

NB.2. * The proportionate premium required for Fire and/or Theft coverage for the lay up period is to be inserted.

NB.3. ** The proportionate premium required for Fire and/or Theft coverage for the lay up 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 (ARAI), Pune has been installed in the vehicle insured herein a premium discount of ... is hereby allowed to the insured.

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

** The name of the certifying Automobile Association is to be inserted.

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

NB.2. * The proportionate premium for the period up to the day of lay up is to be inserted.

NB.3. ** The proportionate premium required for Fire and/or Theft coverage for the lay 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

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

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

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

NB.11. B. VEHICLES LAYED UP (Lay up period not declared)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that as from __/__/_______ the vehicle insured is laid up in garage and not in use and 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. Fire and/or Theft risks for the lay up period are to be deleted.

NB.2. * The proportionate premium required for Fire and/or Theft coverage for the lay up period is to be inserted.

IMT. 11. C. TERMINATION OF THE UNDECLARED PERIOD OF VEHICLE LAYED UP

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

1. # 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.

2. # 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. Fire and/or Theft risks for the lay up period are to be deleted.

NB.2. * The proportionate premium required for Fire and/or Theft coverage for the lay up period is to be inserted.

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

IMT. 12. DISCOUNT FOR SPECIALLY DESIGNED/MODIFIED VEHICLES FOR THE BLIND, HANDICAPPED AND MENTALLY CHALLENGED PERSONS  
Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the vehicle insured being specially designed/modified for use of blind, handicapped and mentally challenged persons and suitable endorsement to this effect having been incorporated in the Registration Book by the Registering Authority, a discount of 50% on the Own Damage premium for the vehicle insured is hereby allowed to the insured.

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

IMT. 13. USE OF VEHICLE WITHIN INSURED'S OWN PREMISES (Applicable to all classes except as otherwise provided in the tariff)  
It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while the vehicle is being used elsewhere than in the insured's premises except where the vehicle is specifically required for a mission to fight a fire.
For the purposes of this endorsement 'Use confined to own premises' shall mean use only on insured's premises to which public have no general right of access.

**IMT. 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 in direct connection with the vehicle insured or whilst mounting and dismounting from or traveling in vehicle insured and caused by violent accidental external and visible means which individually of any other cause shall within six calendar months of the occurrence of such injury result in:-

<table>
<thead>
<tr>
<th>Nature of injury</th>
<th>Scale of compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Death</td>
<td>100%</td>
</tr>
<tr>
<td>(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye</td>
<td>100%</td>
</tr>
<tr>
<td>(iii) Loss of one limb or sight of one eye</td>
<td>50%</td>
</tr>
<tr>
<td>(iv) Permanent total disablement from injuries other than named above</td>
<td>100%</td>
</tr>
</tbody>
</table>

Provided always that:

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

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

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

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

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

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

In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injuries hereinafter defined sustained by any passenger other than the insured and/or the paid driver attendant or cleaner and/or a person in the employ of the insured coming within the scope of the Workmen’s Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in the insured motor car and caused by violent, accidental, external and visible means whilst mounting into/onto and/or dismounting from or traveling in/on the vehicle insured which individually of any other cause shall within three calendar months of the occurrence of such injury result in:

<table>
<thead>
<tr>
<th>Nature of injury</th>
<th>Scale of compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Death</td>
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</tr>
<tr>
<td>(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye</td>
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</tr>
<tr>
<td>(iii) Loss of one limb or sight of one eye</td>
<td>50%</td>
</tr>
<tr>
<td>(iv) Permanent total disablement from injuries other than named above</td>
<td>100%</td>
</tr>
</tbody>
</table>

Provided always that:

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Nature of injury</th>
<th>Scale of compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Death</td>
<td>100%</td>
</tr>
<tr>
<td>(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye</td>
<td>100%</td>
</tr>
<tr>
<td>(iii) Loss of one limb or sight of one eye</td>
<td>50%</td>
</tr>
<tr>
<td>(iv) Permanent total disablement from injuries other than named above</td>
<td>100%</td>
</tr>
</tbody>
</table>

Provided always that:

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

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

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

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

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

**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/drive/any unnamed pillon/sidcar passenger* on the scale provided below for bodily injury caused by violent, accidental, external and visible means whilst mounting into/onto and/or dismounting from or traveling in/on the vehicle insured which individually of any other cause shall within three calendar months of the occurrence of such injury result in:

<table>
<thead>
<tr>
<th>Nature of injury</th>
<th>Scale of compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Death</td>
<td>100%</td>
</tr>
<tr>
<td>(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye</td>
<td>100%</td>
</tr>
<tr>
<td>(iii) Loss of one limb or sight of one eye</td>
<td>50%</td>
</tr>
<tr>
<td>(iv) Permanent total disablement from injuries other than named above</td>
<td>100%</td>
</tr>
</tbody>
</table>

Provided always that:

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

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

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

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

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

**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 repair or in the event of the insurer exercising the option under ..... * to pay in cash the amount of the repair and the amount of the relative import duty less depreciation applicable under the Policy; and

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 `6000/- (Rupees six thousand only) for damage to property other than the property belonging to the insured or held in trust or in custody or control of the insured. In consideration of this reduction in the limit of liability a reduction in premium of `.........* is hereby made to the insured.

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

* To insert `500 for Two wheelers, `100 for private cars `150 for Commercial Vehicles , three wheelers and taxis `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

1. 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 paintwork.

2. 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 his discretion under Condition No. 4 of this policy.
If the expenditure incurred by the insured 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 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 which may be incurred) for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no. **......** of this policy.
If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.
For the purpose of this Endorsement the expression event shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.
Subject otherwise to the terms conditions limitations and exceptions of this Policy.

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

IMT. 23. COVER FOR LAMPS TYRES / TYRES MUDGARDS BONNET / SIDE PARTS BUMPERS HEADLIGHTS AND PAINTWORK OF DAMAGED PORTION ONLY (For all Commercial Vehicles)
In consideration of payment of an additional premium of Rs. **......** *, notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that subject to conditions (a) and (b) hereunder loss of or damage (excluding theft under any circumstances) to lamps/tyres/tubes/mudguards/bonnet/side parts bumpers headlights and paintwork of damaged portion is only covered provided the vehicle is also damaged at the same time.

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

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

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

3. It is also understood that no deductible other than those mentioned in (a) and (b) above shall be applicable in respect of a claim which become payable under this Endorsement.
Subject otherwise to the terms conditions limitations and exceptions of this Policy.

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

IMT. 24. ELECTRICAL/ELECTRONIC FITTINGS (Items fitted in the vehicle but not included in the manufacturer’s listed selling price of the vehicle.
Package Policy only)
In consideration of the payment of additional premium of Rs. **......** *, notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against loss of or damage to such electrical and/or electronic fittings(s) as specified in the schedule whilst it/they are/is are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section I of the policy.
The insurer shall, however, not be liable for loss or damage to such fittings(s) caused by/as a result of mechanical or electrical breakdown.

Provided always that the liability of the insurer hereunder shall not exceed the Insured’s Declared Value (IDV) of the item. Subject otherwise to the terms conditions limitations and exceptions of this Policy.

IMT. 25. CNGL/PKG FIT 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 I of the policy against loss and/or damage to the CNGL/PKG 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 CNGL/PKG 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 rated 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 lighting 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. a. In case of Fire Risk only, the words ‘burglary housebreaking theft’ are to be deleted.

b. In case of Theft Risk only, the words ‘fire explosion self ignition lighting 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 rated under Class of the Tariff for Commercial Vehicles)
Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section I of the Policy the insurer shall not be liable there under except in respect of loss or damage by fire explosion self ignition lighting 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.

a. In case of Liability and Fire Risks only, the words ‘burglary housebreaking theft’ are to be deleted.

b. In case of Liability and Theft Risks only, the words ‘fire explosion self ignition lighting 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. **......** * notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that:

1. The insurer shall, however, not be liable for loss or damage to such fittings(s) included in the package and not caused by mechanical or electrical breakdown.

Provided always that the liability of the insurer hereunder shall not exceed the Insured’s Declared Value (IDV) of the item. Subject otherwise to the terms conditions limitations and exceptions of this Policy:

* To insert the sum arrived at in terms of G.R. 42.
IMT. 29. LEGAL LIABILITY TO EMPLOYEES OF THE INSURED OTHER THAN PAID DRIVER AND/OR CONDUCTOR AND/OR DRIVER 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 @ 2% 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 liability of 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 or in getting on 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 insurer shall repay to the insurer a proportion of the total amount payable by the insurer by 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. TRAILLERS (Applicable to Private Cars Only)

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this policy shall extend to apply to the Trailer (Registration Nos. _______) provided always that:

1. the IDV of such Trailer shall be deemed not to exceed ________ * * *
2. the term ‘Trailer’ shall not include its contents or anything contained therein.
3. 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.

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:

1. No indemnity shall be granted by this Endorsement to _____ #
2. This Policy does not cover use for organised racing, pace making or speed testing.
3. During the course of the ..... the Insurer shall not be liable in respect of death or bodily injury to any person being carried in or upon or entering or getting on 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 whilst the vehicle insured is engaged in _______ - the Insurer shall bear the first ₹ ________ (or such 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 insurer is responsible by reason of this Endorsement the insurer shall repay to the insurer forthwith the amount for which the insured is so responsible.

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

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

* To insert the name of the event # To insert ₹ 5000/- for Private Cars or ₹ 2500/- for motorised two wheelers.

For the duration of the event the deductible under Section I 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/SAILOWS/AIRMEN EMPLOYED AS DRIVERS

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

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

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

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

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

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

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

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

i. The insurer will indemnify the insured against his legal liability under Common Law and Statutory Liability under the Fatal Accidents Act, 1855 in respect of death 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 limitations of this Policy so far as they apply.
3. has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.

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

NOTE: In case of Liability only Policies delete (1) above

IMT. 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 on the purpose of being driven by the insured in the charge of the within named insured or a driver in the insured's employment, the policy shall only be operative whilst the vehicle insured is let on hire by the insured to any person (hereinafter called the HIRER) who:

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

ii. shall have satisfied the insurer:

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 hereby understood and agreed that whilst the vehicle insured is let on hire to the HIRER the insurer shall not be liable.

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

2. To pay the first ₹ ____________ of each and every claim in respect of which indemnity would but for this endorsement have been provided by Section I of this policy.

If the expenditure incurred by the Insurer shall include the amount for which the Insured is responsible the insurer shall bear 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.

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 such any hirer shall as though he/she were the insured observe fully 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 ₹ __________ and notwithstanding anything to the contrary contained in Section II-1 (b) and (c) it is hereby understood and agreed that the Company will Indemnify the Insured against his legal liability other than liability under the Statute (except the Fatal Accidents Act 1855) in respect of death of or bodily injury to:

i. Any employee of the within named insured who is not a workman within the meaning of the Workmens 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 ₹ ______ and notwithstanding anything to the contrary contained in Section II-1 (c) (4) 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 of 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 ₹.............. 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 the 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 Policy in respect of Goods Vehicle

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

Provided always that in the event of an accident occurring whilst the Motor Vehicle is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the Insured shall repay to the Insurer the 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 children not exceeding 15 years of age will be reckoned as two persons and any children in arms not exceeding 3 years of age will be disregarded.

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

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

IMT. 39. LEGAL LIABILITY TO PERSONS EMPLOYED IN CONNECTION WITH THE OPERATION AND/OR MAINTAINING AND/OR LOADING AND/OR UNLOADING OF MOTOR VEHICLES (for Goods Vehicle)

In consideration of the payment of an additional premium of *... it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the insurer shall indemnify the insured against his legal liability under the Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this Endorsement, the Fatal Accidents Act, 1895 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 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.
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 the netable 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 the netable 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 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 / NAVIES / 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:

1. Liability only Policies.

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

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

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

IMT. 49. 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 breakeage 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 (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 vehicle insured or attached thereto.

Notes:-

1. For Liability only Policies omit proviso (a)

2. In the case of “Mobile Shops and Canteens” insert the words “Umbrellas or stock-in-trade” and omit (ii)

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.

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

Insurer’s Declared Value (IDV)

* Description

* 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 Tractor.)

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

1. The explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.

2. The operation other than in or upon the Motor Vehicle forming part of or attached to


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

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

1. Death injury or damage caused by or resulting from

a. Subsidence flooding or water pollution.

b. Damage to pipes or cables arising out of the operation as a tool of the vehicle insured or of any plant forming part of vehicle insured or attached thereto.

2. Damage to property resulting from the manufacture construction alteration repair or treatment of such property by the insured.

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

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

1. The insurer shall not be liable under this Policy in respect of damage to property conveyed by the vehicle under tow.

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

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 be 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 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 and limitations and exceptions of this Policy.

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

In consideration of the payment of an additional premium of ₹……………… and notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this Policy shall be operative whilst the vehicle insured is being used by the insured or with the permission of the insured by a Member Director or employee of the insured for social domestic or pleasure purposes.
 Whilst the vehicle insured is being so used the insurer will in terms of and subject to the limitations of and for the purpose of Section II of this policy treat as though he were the insured person using the vehicle insured provided that such person:
 1. Is not entitled to indemnity under any other policy;
 2. Shall as though he/she were the insured observe fulfill and be subject to the terms provisions conditions and endorsements of this policy in so far as they apply;
 3. Has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.
 Subject otherwise to the terms conditions limitations and exceptions of this Policy.

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

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

INT. 61. TUITION-Driving Extension

(Applicable only to Motor Trade Policies issued on named driver basis.)

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

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

In consideration of the payment of an additional premium of ₹……………… it is hereby understood and agreed that the words “when the liability of the Insurer is limited to 50% of the cost of the replacement” are hereby deleted from proviso (b) of Section I(I) of the policy.
 Subject otherwise to the terms conditions limitations and exceptions of this Policy.

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

It is hereby understood and agreed that
 1. Section I and II(2)(i) and the word “other” in Section II (2)(iii) of this Policy in the Schedule to this Policy are deemed to be cancelled and
 2. The Insurer shall not be liable in respect of damage to the Motor Vehicle or its accessories.

INT. 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 ……… superficia area not exceeding ……….
 Subject otherwise to the terms conditions limitations and exceptions of this Policy.

* To insert location
** To insert appropriate area

INT. 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 by the Motor Vehicles Act, 1988.
 Subject otherwise to the terms conditions limitations and exceptions of this Policy.

ADD-ONS FOR COMPREHENSIVE INSURANCE PRIVATE CAR “B” POLICY

Zero Depreciation

In consideration of the payment of the addition of a premium of ₹……………… by the Insured.
 It is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to deduce no amounts for depreciation in case of parts replaced on account of damage to the vehicle insured and/or to its accessories, arising out of any peril as covered under the policy.
 Provided always that
 1. Such claim is admitted by the Company under Section I - “Loss or Damage to the Vehciles Insured” of the Policy.
 2. This add-on shall not be applicable in the event of Total Loss/Constructive Total Loss of the vehicle insured under the Policy.
 3. The Insured shall be liable for the voluntary Deductible* amount as opted by the Insured for this add-on, of each and every claim payable under this add-on
*Insured can opt for a Voluntary Deductible specifically for this add-on, which will be over and above the deductible applied under the basis Policy. In such a case, the discount will be provided in the premium calculated for this add-on, as indicated in the attached grid.

Voluntary Deductible for Zero Depreciation (Private Car)"
 Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

Consumable Items

In consideration of the payment of an additional premium of ₹……………… by the Insured. It is hereby agreed and declared that notwithstanding anything to the contrary contrary contained in the Policy the Company hereby extends the Policy to cover expenses Incurred by the Insured on the Consumable Items in the event of damage to the vehicle insured and/or to its accessories, arising out of any peril as covered under the policy.
 For the purpose of this endorsement, Consumable Items shall mean those articles or substances which have specific uses and when applied to their respective uses are either consumed totally or are rendered unit for continuous and permanent use.
 Such Consumable Items will include nut and bolt, screw, washers, grease, lubricants clip, ac gas, bearings, distilled water, engine oil, oil filter, fuel filter, break oil and the like.
 Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

Garage Cash

In consideration of the payment of an additional premium of ₹……………… by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to:
 a. Pay a daily allowance, as stated in the schedule, to the Insured for each day and every completed day for which the Insured's vehicle is under repair in a garage, due to loss/damage to the vehicle on account of a peril covered under the Policy, subject to the maximum number of days as specified in the schedule
 b. Pay the lump-sum amount as stated in the schedule, in the event of 'Total loss/ Constructive Total Loss of the Insured's vehicle

Provided always that:
 1. Such claim is admitted by the Company under Section I - “Loss or Damage to the Vehicles Insured” of the Policy.
 2. The insured vehicle has been under repair for a minimum number of days, as stated in the schedule, post which the claim under this add-on will be payable from the day such vehicle was delivered to the garage
 3. In case of theft of the vehicle, the vehicle is not recovered within 90 days from the day of the theft.
 4. Not more than three claims will be payable under this add-on
 5. Claim under this add-on is intimated to the Company within 24 hours of loss or damage
 6. Claim under this add-on is serviced in the authorized garages of the Company
 7. The duration for which the insured's vehicle is under repair in a garage due to loss/damage to the vehicle, and for which the Company will be liable for claim in respect of this add-on will be reckoned from the day after the insured vehicle is delivered to the Garage till the day immediately preceding the date of discharge or date of invoice for such repair as prepared by the garage, whichever is earlier
 a. The company will not be liable for any further payment under this add-on for the specific accidental loss or damage once the vehicle is removed from the garage
 b. Company will not be liable for any delays on account of -
   a. Delay of more than 24 hours, in delivering insured vehicle to the garage from the time of occurrence of accidental damage or loss
   b. Non-availability of spare parts required for repair
 Subject otherwise to the terms, conditions and limitations of the Policy.

NCB Protect

Notwithstanding anything to the contrary contained in the Policy and in consideration of the payment of an additional premium of ₹……………… by the Insured, it is hereby agreed and declared that the Insured will be entitled to No Claims Bonus as per the following Table 1, under Section I - “Loss or Damage to the Vehicles Insured” of the Policy.

Table 1: Table of NCB Benefits

<table>
<thead>
<tr>
<th>Plan 1 - One Step Down</th>
<th>NCB Benefit in the event of XX claims in the current policy period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of prior claim</td>
<td>XX = 0</td>
</tr>
<tr>
<td>free policy years</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>20%</td>
</tr>
<tr>
<td>1</td>
<td>25%</td>
</tr>
<tr>
<td>2</td>
<td>35%</td>
</tr>
<tr>
<td>3</td>
<td>45%</td>
</tr>
<tr>
<td>4 and above</td>
<td>50%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plan 2 - Two Step Down</th>
<th>NCB Benefit in the event of XX claims in the current policy period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of prior claim</td>
<td>XX = 0</td>
</tr>
<tr>
<td>free policy years</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>20%</td>
</tr>
<tr>
<td>1</td>
<td>25%</td>
</tr>
<tr>
<td>2</td>
<td>35%</td>
</tr>
<tr>
<td>3</td>
<td>45%</td>
</tr>
<tr>
<td>4 and above</td>
<td>50%</td>
</tr>
</tbody>
</table>
Insured shall not be entitled to any No Claim Bonus, if more than three claims are lodged by the Insured during the same Policy Period under Section I - "Loss or Damage to the Vehicles Insured" of the Policy. Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

Return to Invoice

In consideration of payment of an additional premium of ₹________________________ by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to pay the Sum Insured under this add-on, determined as the difference between the Insured’s Declared Value (IDV) of the insured vehicle and the Purchase Invoice Price of the insured vehicle, as specified in the purchase invoice upon the occurrence of any Total Loss / Constructive Total Loss as defined in the Policy.

Provided always that

1. Purchase Invoice Price means the ex-showroom price of the insured vehicle and includes the value of factory or car dealer accessories that were fitted at the time of purchase but excludes any insurance premium. Purchase Invoice Price will also include any amounts paid towards registration of the insured Vehicle and road tax subject to a maximum of 10% of ex-showroom price.

In case a copy of the Purchase Invoice is not available, the Purchase Invoice Price of the vehicle will be calculated as below:

<table>
<thead>
<tr>
<th>AGE OF THE VEHICLE</th>
<th>% OF DEPRECIATION FOR FIXING IDV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not exceeding 6 months</td>
<td>5%</td>
</tr>
<tr>
<td>Exceeding 6 months but not exceeding 1 year</td>
<td>15%</td>
</tr>
<tr>
<td>Exceeding 1 year but not exceeding 2 years</td>
<td>20%</td>
</tr>
<tr>
<td>Exceeding 2 years but not exceeding 3 years</td>
<td>30%</td>
</tr>
<tr>
<td>Exceeding 3 years but not exceeding 4 years</td>
<td>40%</td>
</tr>
<tr>
<td>Exceeding 4 years but not exceeding 5 years</td>
<td>50%</td>
</tr>
</tbody>
</table>

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

Engine Protect Plus

In consideration of payment of an additional premium of Rs ____________ by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to indemnify the Insured for expenses incurred in repair or replacement due to consequential damages arising out of water ingestion/leakage of lubricating oil leading to loss or damage to:

- Engine Parts
- Differential Parts
- Gear Box Parts

of the Insured’s vehicle. Provided always that:

1. For the purpose of this add-on, ‘Consequential Damage’ would mean ‘the damage more specifically expressed hereinafter caused to an insured vehicle not arising directly from an insured peril but as a direct consequence to the same’.

2. Engine Parts would mean all internal lubricated parts of the engine including pistons, pins and rings, all pulleys, camshaft, followers, cam bearings, connecting rod and bearings, crankshaft and main bearings, dipstick and tube, eccentric shaft, engine heads and engine blocks, engine mounts and cushions, engine torque strut, flywheel and flywheel ring gear, harmonic balancer, intake and exhaust manifolds, oil pan, oil pumps, push rods, valves, springs, guides, seals, and filters, rocker arms, shafts, and bushes, timing gears, chain, belt tensioners, returners, vacuum pump, valve covers, and water pumps. Fuel injection pump (for diesel engines only) and fuel heater (for diesel engines only).

3. Differential Parts would mean all internally lubricated parts contained within the differential housing including axle shafts, constant velocity joints, bearings, final drive housing, four wheel drive hubs and bearings, retainers, transaxle housing and universal joints, drive shafts, hub bearings and supports.

4. Gear Box Parts would mean all internally lubricated parts contained within the transmission case including cooler, cooler lines, filler tubes and dipsticks, internal linkage, mounts, oil pans, torque converter, transfer case, transmission and transfer case, transmission park base assembly, vacuum modulator, gear shafts, and gear box.

5. In case of an accident, payment under this add-on would be made only when there is evidence of under carriage damage to Engine Parts and/or Gear Box Parts and/or Differential Parts leading to oil leakage and resulting into damage to covered parts as mentioned above.

6. The Company would not be liable for:
   a. Any claims where the subject matter of claims is covered under any other type of insurance policy with any other insurer or manufacturer’s warranty including recall campaigns or under any other such packages at the same time.
   b. Cost of lubricants in case of loss due to leakage and flushing of consumables.
   c. Any claim which is intimated to the Company after 30 days of the happening of loss or damage.
   d. Any claim where the repair has been carried out without prior approval from the Company.
   e. Any claims related to loss or damage due to wear and tear.

Road Side Assistance

In consideration of payment of an additional premium of Rs ____________ by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to provide the Insured, 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, in any area where the Company has its presence through its network garages or through the network of the service provider:

1. Towing on breakdown/accident: In the event of the Insured’s vehicle being immobilized or rendered unfit for the purpose of driving on the road, the Company would provide appropriate towing services to the nearest garage (within a radius of 50 kms from the location of the breakdown/accident), provided always that any charges for a distance beyond the one mentioned herein shall be borne by the Insured.

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

3. Arrangement/ Supply of fuel: In the event of the Insured’s vehicle being immobilized due to emptying of fuel tank, the Company would arrange for supply of up to five liters of fuel, at the location of the breakdown. Provided always that all labor costs and conveyance costs would be borne by the Company and all expenses on fuel would be borne by the Insured.

4. Emptying of fuel tank: In the event of the fuel tank of the Insured’s vehicle being filled with a wrong type of fuel, the Company would arrange for emptying of fuel tank with the help of appropriate technicians and if required, arrange for towing the Insured’s vehicle to nearest garage for the purpose of emptying the fuel tank, provided always that all charges towards the towing of the vehicle would be borne by the Insured.

5. Arrangement of keys: In the event of the Insured losing the keys of the Insured’s vehicle, the Company would arrange for pick up and delivery of the spare keys of the Insured’s vehicle to the place where the Insured’s vehicle is located. Alternatively, the Company would provide the service of unlocking the Insured’s vehicle with the help of vehicle technicians at the location of the Insured’s vehicle. Provided always that all labour and conveyance costs would be borne by the Company and the Insured would be required to submit an identity proof to prove his ownership of the Insured’s vehicle, before availing such service. Provided always that this service would be provided only within a range of 100 kms from the location where the loss has occurred.

6. Battery jump start: In the event of the Insured’s vehicle being immobilized due to a run down battery, the Company would arrange for a vehicle technician to jump start the Insured’s vehicle with appropriate means. Provided always that any cost of charging/replacement of battery would be borne by the Insured and all labour and conveyance costs, towards battery jump start assistance, would be borne by the Company.

7. Message Relay: In the event of the Insured’s vehicle getting immobilized as a result of an accident and/or breakdown, the Company would arrange to send urgent message to the specified persons, as requested by the Insured, through available means of communication.

8. Flat Tyre: In the event of the Insured’s vehicle being immobilized due to a flat tyre, the Company would assist the Insured by:
   a. organizing for a vehicle technician to replace the flat tyre with the spare stepney tyre of the vehicle at the location of breakdown or in the event of repairs not being possible at the place of breakdown
   b. by arranging to take the flat tyre to the nearest place of repair and delivering the tyre back to the place of breakdown & attaching it to the Insured’s vehicle.

Provided always that any expenses on material/spare parts and any other incidental costs, if resulting while carrying out the repairs, would be borne by the Insured and the expenses on labour cost and conveyance cost, in relation to point (a) and (b) above, would be borne by the Company.

9. Minor Repairs: In the event of the Insured’s vehicle being immobilized due to a minor mechanical/electrical fault, the Company would assist the Insured by sending a vehicle technician to the location of breakdown to carry out the Minor Repairs. Provided always that:
   a. the expenses on labour cost and conveyance cost would be borne by the Company
   b. Minor Repairs, for the purpose of this add-on, would be defined as repairs which can be carried out at the location of breakdown/accident, requiring no spares and less than 45 minutes of labour time.

10. Arrangement of rental vehicle: In the event of the Insured’s vehicle being immobilized due to a breakdown/accident, the Company would facilitate arrangement for alternative mode of conveyance, from the place of breakdown, incident to the place of breakdown/accident, as desired by the Insured, at the time of breakdown/accident. The Company would intimate the Insured of all charges payable to the rental vehicle and all such charges would be borne by the Insured.

11. Accommodation: In the event of the Insured’s vehicle being immobilized due to a breakdown/accident, the Company would facilitate arrangement for hotel accommodation in a place near the place of breakdown/accident. The Company would intimate the Insured of all charges payable for such accommodation and all such charges would be borne by the Insured.

12. Referring a Legal Advisor: In the event of an accident involving the Insured’s vehicle as a result of which the Insured requires the services of a legal advisor, the Company would arrange for the Insured the telephonic contact details of an appropriate legal advisor belonging to an area as requested by the Insured. Provided always that:
   i. the breakdown/accident has taken place at least 50 kms away from the Insured’s place of residence, as per the address declared by the Insured at the time of Policy issuance
   ii. the Company would intimate the Insured of all charges payable for the services of such legal advisor and all such charges would be borne by the Insured.

13. Referring a Hospital: In the event of an accident involving the Insured’s vehicle as a result of which the Insured and/or any of the travelling passengers requires medical care, the Company would arrange for the Insured the telephonic contact details of an appropriate hospital near the location of accident. Provided always that the breakdown/accident has taken place at least 50 kms away from the Insured’s place of residence, as per the address declared by the Insured at the time of Policy issuance.

14. Taxi Benefits: In the event of the Insured’s vehicle being immobilized due to an accident/ breakdown, the Company would provide free travel of the occupants of the Insured vehicles upto a distance of 50 kilometers. Provided always that:
   a. The event has occurred 50 kms away from the Insured’s place of residence as declared by the Insured at the time of Policy issuance
   b. Any charges for a distance beyond the covered distance as stated above shall be borne by the Insured.

In the unlikely event of the Company being unable to arrange for this service, the Company may request the Insured to arrange for the taxi on his own and submit the bill for the pre-authorized
amount for reimbursement to the Company.
15. Accommodation Benefits: In the event of the Insured’s vehicle being immobilized due to a an accident/breakdown, the Company shall provide occupants of the Insured vehicle with a hotel accommodation for one day, for a maximum of ₹ 5000. Provided always that:
   a. The breakdown/accident has taken place at least 100 kms away from the Insured’s place of residence, as declared by the Insured at the time of Policy issuance.
   b. The required time of repair of the Insured vehicle exceeds 12 hours from the time of the accident/breakdown.
   c. The number of individuals seated in the Insured vehicle is not more than the maximum seating capacity of the Insured vehicle.
In the unlikely event of Company being unable to arrange for this service, the Company may request the Insured to arrange for accommodation on his own and submit the bill for the pre-authorized amount for reimbursement to the Company.

The Company would not be liable for:
1. providing the abovementioned services under conditions of earthquake, war, invasion, rebellion, revolt, riot, civil commotion, civil war, exceptional adverse weather conditions, acts of terrorism, nuclear fission, strike, act(s) of government(s)/government agencies/judicial/quasi-judicial authorities.
2. any claims where the Insured’s vehicle is being used for the purpose of racing, rallying, motor sports, or is not being used/driven in accordance with applicable laws and regulations.
3. any claim where the Insured’s vehicle can be safely transferred on its own power to the nearest garage/workshop.
4. any claims triggered by theft; any kind of consequential losses.
5. any loss which is covered under any other insurance policy or manufacturer’s warranty or recall campaign or under any other such packages at the same time.
6. any expenses for supply or replacement of parts/consumables.
7. any loss or damage caused to the Insured’s vehicle when it is being used/driven against the recommendations of the owner’s/manufacturer’s manual.
8. any claims where services have been availed of without the prior consent of the Company.

Key Protect
In consideration of payment of an additional premium of Rs___________ by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to indemnify the Insured for the cost incurred towards repairing or replacing the car keys and/or lock and/or lockset, including the locksmith charges, upon the occurrence of theft/burglary/loss of or damage to the keys and/or lock and/or the lockset of the Insured’s vehicle, during the Policy Period.

Plan A
In consideration of payment of an additional premium of Rs___________ by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to indemnify the Insured, up to an amount as stated in the Schedule, for the loss of his personal belongings on account of damage to or theft from the Insured’s vehicle.

Plan B
In consideration of payment of an additional premium of Rs___________ by the Insured, it is hereby agreed and declared that notwithstanding anything to the contrary contained in the Policy, the Company hereby undertakes to indemnify the Insured, up to an amount as stated in the Schedule, for the loss of his personal belongings, including mobile phones and/or laptops, on account of damage to or theft from the Insured’s vehicle.

Now you can intimate your motor claim with an SMS. Just SMS CLAIM to 575758