

## NAVI MISCELLANEOUS VEHICLE PACKAGE INSURANCE

### POLICY WORDINGS

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**

1. The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon:
  - i. by fire explosion self-ignition or lightning;
  - ii. by burglary housebreaking or theft;
  - iii. by riot and strike;
  - iv. by earthquake (fire and shock damage);
  - v. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
  - vi. by accidental external means;
  - vii. by malicious act;
  - viii. by terrorist activity;
  - ix. whilst in transit by road rail inland waterway lift elevator or air;
  - x. by landslide rockslide.

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

1. For all rubber/nylon/plastic parts, tyres, tubes, 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:

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

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 total painting charges for the purpose of applying the depreciation.

2. 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 nor for damage caused by overloading or strain of the insured vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless such insured vehicle is stolen at the same time.
  - (b) damage to Tyres and Tubes unless the vehicle insured is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement.
  - (c) any accidental loss or damage suffered whilst the insured or any person driving with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.
3. 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 re-delivery to the insured but not exceeding Rs. 750/- for three wheeled vehicle, Rs. 1500/- for taxis and Rs.2500/- for other commercial vehicle in respect of any one accident.
4. The insured may authorise the repair of the vehicle necessitated by loss or damage for which the company may be liable under this Policy provided that: -
  - (a) the estimated cost of such repair including replacements does not exceed Rs.500/-
  - (b) the Company is furnished forthwith with a detailed estimate of the cost of repairs; and
  - (c) the insured shall give the Company every assistance to see that such repair is necessary, and the charges are reasonable.

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

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

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

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

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

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

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

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

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

## SECTION II - LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of
  - i. death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.
  - ii. damage to property caused by the use (including the loading and/or unloading) of the vehicle.

### PROVIDED ALWAYS THAT:-

- (a) The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from.
  - (b) Except so far as is necessary to meet the requirements of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.
  - (c) Except so far as is necessary to meet the requirements of the Motor Vehicle Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.
  - (d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the insured or a member of the insured's household or being conveyed by the insured vehicle.
  - (e) The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.
  - (f) Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.
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 insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.
4. The Company may at its own option
  - a. Arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this section; and
  - b. Undertake the defence of proceedings in any court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section.
5. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative(s) in terms of and subject to the limitations of this policy provided that such personal representative(s) shall as though they were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.

### SECTION III - TOWING DISABLED VEHICLES

The policy shall be operative whilst the insured vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by Section II of this policy shall subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle;

**PROVIDED ALWAYS THAT:-**

- (a) such towed vehicle is not towed for reward
- (b) the Company shall not be liable by reason of this section of this policy in respect of damage to such towed vehicle or property being conveyed thereby.

### SECTION IV – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

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

| NATURE OF INJURY  | SCALE OF COMPENSATION |
|---|-----------------------|
| (i) Death   | 100%                  |
| (ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye. | 100%                  |
| (iii) Loss of one limb or sight of one eye                                    | 50%                   |
| (iv) Permanent total disablement from injuries other than                     | 100%                  |

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|              |  |
|--------------|--|
| named above. |  |
|--------------|--|

**PROVIDED ALWAYS THAT:-**

- 1) the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 15 lakhs during any one period of insurance.
- 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 (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 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.
- 4) This cover is subject to
  - (a) the owner-driver is the registered owner of the vehicle insured herein;
  - (b) the owner-driver is the insured named in this policy.
  - (c) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident

**AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

Nothing in this policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act, 1988.

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

**GENERAL EXCEPTIONS**

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 damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
  - (a) being used otherwise than in accordance with the 'Limitations as to Use'or
  - (b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
- (4) (a) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
  - (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- (5) any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

- (6) any accidental loss damage/liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), civil war, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

### DEDUCTIBLE

The Company shall not be liable for each and every claim under Section -1 (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the schedule.

### CONDITIONS

This policy and the schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this policy. In case of theft or criminal act which may be the subject of a claim under this policy the insured shall give immediate notice to the police and co-operate with the company in securing the conviction of the offender.
2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
3. At any time after the happening of any event giving rise to a claim under Section II of this Policy the Company may pay to the insured the full amount of the Company's liability under the Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct.
4. The Company may at its own option repair reinstate or replace the vehicle insured or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
  - (a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.

- (b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
5. The Insured shall take all reasonable steps to safeguard the vehicle insured from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured be driven before the necessary repairs are affected, any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.
  6. The Company may cancel the policy by sending seven days' notice by recorded delivery to the insured at insured's last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts and non-cooperation. In the event of cancellation of this Policy on grounds of misrepresentation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the policy is cancelled on the grounds of non-cooperation of the insured or insured has initiated cancellation of the policy subject to proof of insurance elsewhere and surrender of original certificate of insurance, then the premium shall be computed and retained in accordance with company's short period rate for the period the Policy has been in force provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no refund of premium. Return of the premium by the Company will be subject to retention of the minimum premium of Rs. 100/- (or Rs. 25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/ mentally challenged persons). Where the ownership of the vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere at least for Liability only cover is produced.

**SHORT PERIOD SCALE (FOR RETENTION OF PREMIUM)**

| PERIOD  | % OF ANNUAL PREMIUM RATE  |
|---|---------------------------|
| Not exceeding 1 month                         | 20%                       |
| Exceeding 1 month but not exceeding 2 months  | 30%                       |
| Exceeding 2 months but not exceeding 3 months | 40%                       |
| Exceeding 3 months but not exceeding 4 months | 50%                       |
| Exceeding 4 months but not exceeding 5 months | 60%                       |
| Exceeding 5 months but not exceeding 6 months | 70%                       |
| Exceeding 6 months but not exceeding 7 months | 80%                       |
| Exceeding 7 months but not exceeding 8 months | 90%                       |
| Exceeding 8 months                            | Full annual premium/ rate |

7. If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed

by each of the parties to the dispute/difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and the arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act,1996.

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

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

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

8. The due observance and 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 condition precedent to any liability of the Company to make any payment under this policy.
9. If at the time of occurrence of an event that gives rise to any claim under this policy, there is in existence any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation cost or expense
10. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

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

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

#### **RULES APPLICABLE TO TANKERS CARRYING HAZARDOUS CHEMICALS**

**Rule 129-:** A- Spark arrester six month from the date of commencement of Central Motor Vehicles (Amendment) Rules 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life, shall be fitted with a spark arrester.

#### **Rule 131-: Responsibility of the consignor for safe transport of dangerous or hazardous goods.**

- (1) It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely:-
  - (a) the goods carriage has a valid registration to carry the said goods;
  - (b) the vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;



- (c) that transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and
  - (d) that the driver of the goods carriage is trained in handling the dangers posed during transport of such goods.
- (2) Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable owner and its driver to
- (a) Comply with the requirements of rules 129 to 137 (both inclusive) of these rules and
  - (b) be aware of the risks created by such goods to health or safety or any person;
- (3) It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive ) of these rules.

**Rule 132-: Responsibility of the Transporter or owner of goods carriage.**

- (1) It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods ensure the following, namely: -
- (a) that the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods and
  - (b) the vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.
- (2) Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.
- (3) The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- (4) The owner of the goods carriage dangerous or hazardous goods and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.
- (5) It shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.
- (6) Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods carriage or the transporter abide by these conditions within six months after the date of coming into force of the Central Motor Vehicles (Amendment) Rules,1993.

**Rule 133- Responsibility of the driver**

- (1) The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule (3) of rule 132 is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.
- (2) Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other

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risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years.

**Sub-rule(1) of rule 9 of the principal rules :**

(1) One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993 any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving license to drive a transport vehicle also have the ability to read and write at least one Indian Language out of those specified in the VII schedule of the Constitution and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods.

|                    |   |
|--------------------|---|
| Period of training | 3 days  |
| Place of training  | at any institute recognized by the State Government |

**Syllabus**

**A) Defensive driving**

**Duration of Training for A & B – 1<sup>st</sup> and 2<sup>nd</sup> day**

- Questionnaire
- Cause of accidents
- Accident statistics
- Driver’s personal fitness
- Car condition
- Breaking distance
- Highway driving
- Road/Pedestrian crossing
- Railway crossing
- Adapting to weather
- Head on collision
- Rear end collision
- Night driving
- Films and discussion

**B) Advanced driving skills and training**

**(i) Discussion**

|                                    |  |
|------------------------------------|--|
| Before starting                    | - check list<br>- outside/ below/ near vehicle<br>- product side<br>- inside vehicle                             |
| During driving -correct speed/gear | - signalling<br>- lane control<br>- overtaking/giving side<br>- speed limit/safe distance<br>- driving on slopes |
| Before Stopping                    | - safe stopping place  |

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- signalling, road width,
- condition
- After stopping
  - preventing vehicle movement
  - wheel locks
  - Vehicle attendance
- Night driving

ii) Field test/ training-1 driver at a time.

**C) Product safety**

**Duration of training for C 3rd day**

- UN panel
  - UN classification
  - Hazchem Code for C
  - Toxicity, Flammability, other definitions.
  
- Product Information
  - TREMCARDS
  - CISMDS
  - Importance of temperature pressure, level.
  - Explosive limits
  - Knowledge about equipment
  
- Emergency procedure
  - Communication
  - Spillage handling
  - Use of FEE
  - Fire fighting
  - First aid
  - Toxic release control
  - Protection of wells, rivers, lakes, etc.
  - Use of protective equipment
  - Knowledge about valves etc

**ENDORSEMENTS**

**IMT.1. EXTENSION OF GEOGRAPHICAL AREA**

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

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.

Insert Nepal, Sri Lanka, Maldives, Bhutan, Pakistan, Bangladesh as the case may be

**IMT.3. TRANSFER OF INTEREST**

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

Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this Policy has been vested in any previous insured shall accrue to the benefit of .....

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

**IMT.4. CHANGE OF VEHICLE**

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

| Regd. No. | Engine/ Chassis No. | Make | Type of Body | CC/HP/GV W | Year of Manufacture | Seating Capacity including Driver | IDV in (₹) |
|-----------|---------------------|------|--------------|------------|---------------------|-----------------------------------|------------|
|           |                     |      |              |            |                     |                                   |            |

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

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

**IMT.5. HIRE PURCHASE AGREEMENT**

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

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

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Insured or the Company respectively under or in connection with this Policy.

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

#### **IMT.6. LEASE AGREEMENT**

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

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

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Insured or the Company respectively under or in connection with this Policy.

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

#### **IMT.7. VEHICLE SUBJECT TO HYPOTHECATION AGREEMENT**

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

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

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

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

#### IMT.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 Rs..... is hereby allowed to the Insured.

It is hereby understood and agreed that the Insured shall ensure at all times that this Anti-theft device installed in the vehicle insured is maintained in efficient condition till the expiry of this Policy.

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

#### IMT.11.A. VEHICLES LAID UP

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

- a) the Company will deduct from the next renewal premium the sum of Rs..... and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.
- b) the period of insurance by this Policy is extended to .... / ..... / ..... in view of the payment of an additional premium of Rs .....

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

#### IMT.11.B. VEHICLES LAID UP

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

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

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

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

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

b) the period of insurance by this Policy is extended to ...../...../..... in view of the payment of an additional premium of Rs .....

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

**IMT.12. DISCOUNT FOR SPECIALY 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**

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**

It is hereby understood and agreed that the Company 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.17. PERSONAL ACCIDENT COVER TO PAID DRIVERS, CLEANERS AND CONDUCTORS:**

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

| DETAILS OF INJURY   | SCALE OF COMPENSATION |
|---|-----------------------|
| i) Death  | 100%                  |
| ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100%                  |
| iii) Loss of one limb or sight of one eye                                   | 50%                   |

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|  |      |
|--|------|
| iv) Permanent Total Disablement from injuries other than named above | 100% |
|--|------|

**Provided always that:**

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

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

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

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

| DETAILS OF INJURY   | SCALE OF COMPENSATION |
|---|-----------------------|
| i) Death  | 100%                  |
| ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100%                  |
| iii) Loss of one limb or sight of one eye                                   | 50%                   |
| iv) Permanent Total Disablement from injuries other than named above        | 100%                  |

**Provided always that:**

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



in respect of the injury of such person.

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

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

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

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

#### IMT.19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY

Notwithstanding anything to the contrary contained in this Policy it is hereby understood and agreed that in the event of loss or damage to the vehicle insured and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle insured is held for repair or in the event of the Company exercising the option under ....., to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to :-

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

OR

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

(b) the reasonable cost of fitting such parts.

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

#### 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 Company liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to the Insured or held in trust or in custody or control of the Insured

In consideration of this reduction in the limit of liability a reduction in premium of Rs..... is hereby made to the Insured.

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

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

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

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

(b) **Compulsory Deductible:** In addition to any amount which the Insured may be required to bear under para (a) above the Insured shall also bear under Section I of the Policy in respect of each and every event (including event giving rise to total loss/constructive total loss) the first Rs..... of any expenditure (or any less expenditure which may be incurred) for which provision is made

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under this Policy and/or of any expenditure by the Company in the exercise of its discretion under Condition No.4 of this Policy.

If the expenditure incurred by the Company shall include any amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company 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.

#### **IMT.22. COMPULSORY DEDUCTIBLE**

Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insured shall bear under Section 1 of the Policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs....(or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the Company in the exercise of his discretion under Condition no ... of this Policy .

If the expenditure incurred by the Company shall include any amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company 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.

#### **IMT.23. COVER FOR LAMPS TYRES / TUBES MUDGUARDS BONNET / SIDE PARTS BUMPERS HEADLIGHTS AND PAINTWORK OF DAMAGED PORTION ONLY**

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) (b) and (c) hereunder loss of or damage (excluding theft under any circumstances) to lamps tyres/tubes mudguards bonnet/side parts bumpers headlights and paintwork of damaged portion only is covered provided the vehicle is also damaged at the same time.

**Subject to:**

- (a) Depreciation as per schedule provided in Section 1 of the Policy. It is further understood and agreed that in respect of paint work for the damaged portion only (as referred to above) shall also be as per schedule provided in Section 1 of the Policy.
- (b) In addition to any amount which the Insured may be required to bear under para (a) above, the Insured shall also bear 50% of the assessed loss in respect of each and every claim under this Endorsement.
- (c) It is also understood that no deductible other than those mentioned in (a) and (b) above shall be applicable in respect of a claim which become payable under this Endorsement.

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

#### **IMT.24. ELECTRICAL / ELECTRONIC FITTINGS**

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 Company will indemnify the Insured against loss of or damage to such electrical and/or electronic fitting(s) as specified in the Schedule whilst it/these is/are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section.1 of the Policy.

The Company shall, however, not be liable for loss of or damage to such fitting(s) caused by/as a result of mechanical or electrical breakdown.

Provided always that the liability of the Company 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. CNG / LPG KIT IN BI-FUEL SYSTEM**

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 Company will indemnify the Insured in terms conditions limitations and exceptions of Section 1 of the Policy against loss and/or damage to the CNG/LPG kit fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the Policy.

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

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

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 Company shall only be liable to indemnify the Insured against loss or damage by fire explosion self-ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils whilst the vehicle is laid up in garage and not in use.

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

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

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

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

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

In consideration of an additional premium of Rs. 50/ per person- notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Company shall indemnify the Insured against the insured's legal liability under the Workmen's Compensation Act, 1923 , the Fatal

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Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the Insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

**Provided always that:**

- (1) this Endorsement does not indemnify the Insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for insured's general employees;
- (2) the Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;
- (3) the insured shall keep record of the name of each paid driver conductor cleaner or persons employed in loading and/or unloading and the amount of wages and salaries and other earnings paid to such employees and shall at all times allow the Company to inspect such records on demand.
- (4) in the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.

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

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

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

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

#### **IMT.33. LOSS OF ACCESSORIES**

(Applicable to Motorised Two-Wheeler Policies only)

In consideration of the payment of an additional premium of Rs..... 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**

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

- (i) The Company will indemnify the Insured against his legal liability under Common Law and Statutory Liability under the Fatal Accidents Act, 1855 in respect of death of or bodily injury to any person not

being an employee of the Insured nor carried for hire or reward, whilst being carried in or upon or entering or mounting or alighting from any motor vehicle described in the Schedule to this Policy.

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

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

- 1) is not entitled to indemnity under any other Policy.
- 2) shall as though he were the insured observe, fulfill and be subject to the terms, provisions, conditions and endorsements of this Policy in so far as they apply.
- 3) has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.

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

### IMT.35. HIRED VEHICLES – DRIVEN BY HIRER

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

- (i) shall have entered into a hire contract with the Insured and who prior to such hiring shall have satisfactorily completed and signed a supplementary proposal form.
- (ii) shall have satisfied the Insured –
  - a) that the vehicle insured will only be driven by a duly licensed driver whose license has not been endorsed;
  - b) that such driver has not been refused Motor Insurance nor had his/her insurance policy been cancelled nor had special conditions imposed nor had increased premium demanded from him/her by reason of claims experience.

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

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

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

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

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

Further it is agreed that the Insured shall forward to the Company 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.

#### **IMT.36. INDEMNITY TO HIRER - PACKAGE POLICY - NEGLIGENCE OF THE INSURED OR HIRER**

It is hereby declared and agreed that the Company will indemnify any hirer of the vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the vehicle insured by reason of the negligence of the within named Insured or of any employee of such Insured while the vehicle insured is let on hire.

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

#### **IMT.37. LEGAL LIABILITY TO NON-FARE PAYING PASSENGERS OTHER THAN STATUTORY LIABILITY EXCEPT THE FATAL ACCIDENTS ACT, 1855**

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

- i) Any employee of the within named Insured who is not a workman within the meaning of the Workmen's Compensation Act Prior to date of this endorsement and not being carried for hire or reward.
- ii) Any other person not being carried for hire or reward provided that the person is
  - a) charterer or representative of the charterer of the truck
  - b) Any other person directly connected with the journey in one form or other being carried in or upon or entering or mounting or alighting from any Motor Vehicle described in the SCHEDULE OF THE POLICY.

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

#### **IMT.37A. LEGAL LIABILITY TO NON FARE PAYING PASSENGERS WHO ARE NOT EMPLOYEES OF THE INSURED**

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

- a) charterer or representative of the charterer of the truck.
- b) Any other person directly connected with the journey in one form or the other being carried in or upon or entering or mounting or alighting from vehicle insured described in the Schedule of this Policy.

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

**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**

(I) **For use with Package Policies:** - In consideration of an additional premium of Rs..... and notwithstanding anything to the contrary contained in Section II –1 (c) but subject otherwise to the terms, exceptions, conditions and limitations of this Policy, the Company 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 Company rate able proportion of the total amount which would be payable by the Company 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.

**IMT.39. LEGAL LIABILITY TO PERSONS EMPLOYED IN CONNECTION WITH THE OPERATION AND/OR MAINTAINING AND/OR LOADING AND/OR UNLOADING OF MOTOR VEHICLES.**

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 Company shall indemnify the Insured against his legal liability under the Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this Endorsement, the Fatal Accidents Act, 1855 or at Common Law in respect of personal injury to any paid driver (or cleaner or conductor or person employed in loading/or unloading but in any case not exceeding seven in number including driver and cleaner) whilst engaged in the service of the Insured in such occupation in connection with the .... and not exceeding seven in number and will in addition be responsible for all costs and expenses incurred with its written consent.

**Provided always that:**

- (1) this Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any insurer or Group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees.
- (2) the Insured shall take reasonable precautions to prevent accidents and shall Comply with all statutory obligations.
- (3) the Insured shall keep a record of the name of each driver cleaner conductor or person employed in loading and/or unloading and the amount of wages salary and other earnings paid to such employees and shall at times allow the Company to inspect such record.

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

\*The premium to be calculated at the rate of Rs.50/- per driver and/or cleaner or conductor and/or person employed in loading and/or unloading but not exceeding the number permitted by the Motor Vehicles Act 1988 including driver and cleaner.

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

#### **IMT.39 A. LEGAL LIABILITY UNDER THE WORKMEN'S COMPENSATION ACT, 1923 IN RESPECT OF THE CARRIAGE OF MORE THAN SIX EMPLOYEES**

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

**Provided always that: -**

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

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

#### **IMT.40. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF MOTOR VEHICLE**

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

The premium to be calculated and paid while taking insurance of the vehicle concurred at the rate of Rs. 50/- per driver and/or conductor and/or cleaner.

**Provided always that: -**



- (1) This Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any insurer or Group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees.
- (2) The Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
- (3) The Insured shall keep a record of the name of each driver cleaner conductor or person employed in loading and/or unloading and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Company to inspect such record.
- (4) In the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.

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

#### **IMT.42. PRIVATE CARRIERS**

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

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

#### **IMT.43. THEFT AND CONVERSION RISK**

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

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

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

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

It is hereby declared and agreed that in consideration of payment of an additional premium of Rs..... the 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 while let on hire.

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

#### **IMT.45. INDEMNITY TO HIRER - LIABILITY ONLY POLICY -- NEGLIGENCE OF THE OWNER OR HIRER.**

### **Negligence of the Hirer**

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

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

#### **IMT.46. LEGAL LIABILITY TO PASSENGERS EXCLUDING LIABILITY FOR ACCIDENTS TO EMPLOYEES OF THE INSURED ARISING OUT OF AND IN COURSE OF THEIR EMPLOYMENT**

In consideration of an additional premium of Rs..... and notwithstanding anything to the contrary contained in Section II-I(c) but subject otherwise to the terms exceptions conditions and limitations of this Policy the Company 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 Company ratable proportion of the total amount which would be payable by the Company 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.

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

It is hereby declared and agreed notwithstanding anything to the contrary contained in this Policy that in respect of the vehicle insured the Company 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.

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

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

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

**Schedule of Trailers**

| Description | Insured's Declared value (IDV) |
|-------------|--------------------------------|
|-------------|--------------------------------|

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

**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 Company shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the operation as a tool of the Motor Vehicle or of plant forming part of the Motor Vehicle or attached thereto.

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

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

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

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the Company 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

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**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 Company shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the operation as a tool of the motor vehicle or of plant forming part of the vehicle insured or attached thereto.

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

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

**Schedule of Attachments**

| Description | Insured's Declared value (IDV) |
|-------------|--------------------------------|
|-------------|--------------------------------|

**IMT.54. MOBILE PLANT-INCLUSION OF LIABILITY TO THE PUBLIC WORKING RISK WHERE TOOL OF TRADE IS USED ONLY FOR WORK PERFORMED IN OR UPON THE VEHICLE OR TRAILER**

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

- a) The explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.
- b) The operation other than in or upon the Motor Vehicle forming part of or attached to
- c) The Motor Vehicle.

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

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

- (a) death injury or damage caused by or resulting from
  - (i) subsidence flooding or water pollution.
  - (ii) damage to pipes or cables arising out of the operation as a tool of the vehicle insured or of any plant forming part of vehicle insured or attached thereto.
- (b) damage to property resulting from the manufacture construction alteration repair or treatment of such property by the Insured.
- (c) death injury or damage caused by or through property on which the Insured has carried out any process of manufacture, construction alteration or repair or treatment. It is further understood

and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act 1988, the Company shall be under no liability under Section II of this

Policy in respect of liability incurred by the Insured arising out of the explosion of any vessel under pressure being part of plant attached to or forming part of the vehicle insured.

#### GRIEVANCE REDRESSAL PROCEDURE:

At Navi General Insurance, we want your relationship with insurance to soar beyond what you've experienced yet. To understand, appreciate, and enjoy insurance—we're here for you. You can connect with us on the following channels.

- a. Call us on our Toll Free 1800 123 0004 (From 8 am to 8 pm) for any queries that you may have!
- b. Email your queries to [insurance.help@navi.com](mailto:insurance.help@navi.com) .
- c. Visit our website [www.naviinsurance.com](http://www.naviinsurance.com) to register & track your queries.
- d. For Senior Citizens, we have a special cell and our Senior Citizen Customers can email us at [seniorcare@navi.com](mailto:seniorcare@navi.com) for priority resolution.
- e. Please walk into any of our branches or partner locations .
- f. You can also dispatch your letters to us at:

Navi General Insurance Limited  
Corporate Office: Salarpuria Business Centre,  
4th B Cross Road, 5th Block,  
Koramangala Industrial Layout,  
Bengaluru, Karnataka – 560095

We request you to please mention your complete details: Full Name, Policy Number and Contact Details in all your communications, to enable our customer experience expert to connect with you and provide you with the quickest possible solution.

We'll make sure to acknowledge your service request within 3 working days—and try and resolve it to your satisfaction within 15 working days. That's a promise!

#### **Escalation**

**Level 1:** While we attempt to give you best-in-class and prompt resolution for any concerns—sometimes it may not be perfect. If you felt that you weren't offered a perfect resolution, please feel free to share your feedback to our Customer Experience team at [Manager.CustomerExperience@navi.com](mailto:Manager.CustomerExperience@navi.com).

#### **Level 2:**

If you still are not happy about the resolution provided, then you may please write to our Head Customer Experience and Redressal Manager at [Head.CustomerExperience@navi.com](mailto:Head.CustomerExperience@navi.com)

If your concern remains unresolved after having followed the above escalation procedure, then you may please approach the Insurance Ombudsman for Redressal. To know who your Insurance Ombudsman is—simply refer to the list below/overleaf.

Contact details of Insurance Ombudsman are available at our website [www.naviinsurance.com](http://www.naviinsurance.com)

OMBUDSMAN AND ADDRESSES: Refer the below link

<http://ecoi.co.in/ombudsman.html>

## NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

| S. No. | Contact Details  | Jurisdiction of Office   |
|--------|--|--|
| 1.     | <b>AHMEDABAD</b><br>Office of the Insurance Ombudsman,<br>Jeevan Prakash Building, 6th Floor,<br>Tilak Marg, Relief Road,<br>Ahmedabad - 380 001.<br>Tel.: 079 - 25501201/02/05/06<br><a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">Email: bimalokpal.ahmedabad@ecoi.co.in</a>  | State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu   |
| 2.     | <b>BENGALURU</b><br>Office of the Insurance Ombudsman,<br>Jeevan Soudha Building,<br>PID No. 57-27-N-19,<br>Ground Floor, 19/19, 24th Main Road,<br>JP Nagar, 1st Phase,<br>Bengaluru - 560 078.<br>Tel.: 080 - 26652048 / 26652049<br><a href="mailto:bimalokpal.bengaluru@ecoi.co.in">Email: bimalokpal.bengaluru@ecoi.co.in</a> | Karnataka  |
| 3.     | <b>BHOPAL</b><br>Office of the Insurance Ombudsman,<br>Janak Vihar Complex, 2nd Floor,<br>6, Malviya Nagar, Opp. Airtel Office,<br>Near New Market, Bhopal - 462 003.<br>Tel.: 0755 - 2769201 / 2769202<br>Fax: 0755 - 2769203<br><a href="mailto:bimalokpal.bhopal@ecoi.co.in">Email: bimalokpal.bhopal@ecoi.co.in</a>            | States of Madhya Pradesh and Chattisgarh   |
| 4.     | <b>BHUBANESHWAR</b><br>Office of the Insurance Ombudsman,<br>62, Forest Park, Bhubneshwar - 751 009.<br>Tel.: 0674 - 2596461 / 2596455<br>Fax: 0674 - 2596429<br><a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">Email: bimalokpal.bhubaneswar@ecoi.co.in</a>   | State of Orissa  |
| 5.     | <b>CHANDIGARH</b><br>Office of the Insurance Ombudsman,<br>S.C.O. No. 101, 102 & 103, 2nd Floor,<br>Batra Building, Sector 17 - D,<br>Chandigarh - 160 017.<br>Tel.: 0172 - 2706196 / 2706468<br>Fax: 0172 - 2708274<br><a href="mailto:bimalokpal.chandigarh@ecoi.co.in">Email: bimalokpal.chandigarh@ecoi.co.in</a>              | States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh                               |
| 6.     | <b>CHENNAI</b><br>Office of the Insurance Ombudsman,<br>Fatima Akhtar Court, 4th Floor, 453,<br>Anna Salai, Teynampet,<br>Chennai - 600 018.<br>Tel.: 044 - 24333668 / 24335284<br>Fax: 044 - 24333664<br><a href="mailto:bimalokpal.chennai@ecoi.co.in">Email: bimalokpal.chennai@ecoi.co.in</a>                                  | State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry) |

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| 7.  | <b>DELHI</b><br>Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Building,<br>Asaf Ali Road, New Delhi - 110 002.<br>Tel.: 011 - 23232481 / 23213504<br>Fax: 011 - 23230858<br><a href="mailto:bimalokpal.delhi@ecoi.co.in">Email: bimalokpal.delhi@ecoi.co.in</a>   | State of Delhi  |
| 8.  | <b>GUWAHATI</b><br>Office of the Insurance Ombudsman,<br>Jeevan Nivesh, 5th Floor,<br>Nr. Panbazar Over Bridge, S.S. Road,<br>Guwahati - 781001 (ASSAM).<br>Tel.: 0361 - 2132204 / 2132205<br>Fax: 0361 - 2732937<br><a href="mailto:bimalokpal.guwahati@ecoi.co.in">Email: bimalokpal.guwahati@ecoi.co.in</a>                                   | States of Assam, Meghalaya, Manipur,<br>Mizoram, Arunachal Pradesh, Nagaland and<br>Tripura                           |
| 9.  | <b>HYDERABAD</b><br>Office of the Insurance Ombudsman,<br>6-2-46, 1st floor, "Moin Court",<br>Lane Opp. Saleem Function Palace,<br>A. C. Guards, Lakdi-Ka-Pool,<br>Hyderabad - 500 004.<br>Tel.: 040 - 65504123 / 23312122<br>Fax: 040 - 23376599<br><a href="mailto:bimalokpal.hyderabad@ecoi.co.in">Email: bimalokpal.hyderabad@ecoi.co.in</a> | States of Andhra Pradesh, Telangana and<br>Union Territory of Yanam - a part of the Union<br>Territory of Pondicherry |
| 10. | <b>JAIPUR</b><br>Office of the Insurance Ombudsman,<br>Jeevan Nidhi - II Bldg., Gr. Floor,<br>Bhawani Singh Marg, Jaipur - 302 005.<br>Tel.: 0141 - 2740363<br><a href="mailto:bimalokpal.jaipur@ecoi.co.in">Email: bimalokpal.jaipur@ecoi.co.in</a>   | State of Rajasthan  |
| 11. | <b>ERNAKULAM</b><br>Office of the Insurance Ombudsman,<br>2nd Floor, Pulinat Bldg.,<br>Opp. Cochin Shipyard, M. G. Road,<br>Ernakulam - 682 015.<br>Tel.: 0484 - 2358759 / 2359338<br>Fax: 0484 - 2359336<br><a href="mailto:bimalokpal.ernakulam@ecoi.co.in">Email: bimalokpal.ernakulam@ecoi.co.in</a>   | Kerala, Lakshadweep, Mahe-a part of<br>Pondicherry  |
| 12. | <b>KOLKATA</b><br>Office of the Insurance Ombudsman,<br>Hindustan Bldg. Annexe, 4th Floor,<br>4, C.R. Avenue, Kolkata - 700 072.<br>Tel.: 033 - 22124339 / 22124340<br>Fax: 033 - 22124341<br><a href="mailto:bimalokpal.kolkata@ecoi.co.in">Email: bimalokpal.kolkata@ecoi.co.in</a>  | States of West Bengal, Sikkim and Union<br>Territories of Andaman and Nicobar Islands                                 |

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| 13. | <p><b>LUCKNOW</b><br/>Office of the Insurance Ombudsman,<br/>6th Floor, Jeevan Bhawan,<br/>Phase-II, Nawal Kishore Road,<br/>Hazratganj, Lucknow - 226 001.<br/>Tel.: 0522 - 2231330 / 2231331<br/>Fax: 0522 - 2231310<br/><a href="mailto:bimalokpal.lucknow@ecoi.co.in">Email: bimalokpal.lucknow@ecoi.co.in</a></p>       | <p>District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar</p> |
| 14. | <p><b>MUMBAI</b><br/>Office of the Insurance Ombudsman,<br/>3rd Floor, Jeevan Seva Annexe, S. V. Road,<br/>Santacruz (W), Mumbai - 400 054.<br/>Tel.: 022 - 26106552 / 26106960<br/>Fax: 022 - 26106052<br/><a href="mailto:bimalokpal.mumbai@ecoi.co.in">Email: bimalokpal.mumbai@ecoi.co.in</a></p>                        | <p>States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane</p>  |
| 15. | <p><b>NOIDA</b><br/>Office of the Insurance Ombudsman,<br/>Bhagwan Sahai Palace, 4th Floor,<br/>Main Road, Naya Bans, Sector 15,<br/>Distt: Gautam Buddh Nagar,<br/>U. P. - 201301.<br/>Tel.: 0120 - 2514250 / 2514252 / 2514253<br/><a href="mailto:bimalokpal.noida@ecoi.co.in">Email: bimalokpal.noida@ecoi.co.in</a></p> | <p>States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur</p>  |
| 16. | <p><b>PATNA</b><br/>Office of the Insurance Ombudsman,<br/>1st Floor, Kalpana Arcade Building,<br/>Bazar Samiti Road, Bahadurpur,<br/>Patna - 800 006.<br/>Tel.: 0612-2680952<br/><a href="mailto:bimalokpal.patna@ecoi.co.in">Email: bimalokpal.patna@ecoi.co.in</a></p>  | <p>States of Bihar and Jharkhand</p>  |
| 17. | <p><b>PUNE</b><br/>Office of the Insurance Ombudsman,<br/>Jeevan Darshan Bldg., 3rd Floor,<br/>C.T.S. No. 195 to 198, N. C. Kelkar Road,<br/>Narayan Peth, Pune - 411 030.<br/>Tel.: 020 - 41312555<br/><a href="mailto:bimalokpal.pune@ecoi.co.in">Email: bimalokpal.pune@ecoi.co.in</a></p>                                | <p>States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region</p>  |

**IRDAI Regulation No 17:** This Policy is subject to regulation 17 of IRDAI (Protection of Policyholder's Interests) Regulation 2017 or any amendment thereof from time to time.



## **Annexure 1.**

### **General Regulations as per Indian Motor Tariff:**

#### **GR.1. Insurance not provided for:**

Motor Insurance in India cannot be transacted outside the purview of the India Motor Tariff unless specifically authorized by the TAC. For risks which have not been provided for in the tariff, reference should be made to TAC for advice thereon.

Motor Insurance includes Private Cars, Motorized Two Wheelers and Commercial Vehicles excluding vehicles running on rails.

#### **GR.2. Proposal Forms:**

Proposal Form as specified in **Section 5 of the INDIA MOTOR TARIFF** is required to be submitted by the insured to the insurer before the commencement of cover and at renewal in case of material alteration. For change of IDV at each renewal, however, **a fresh proposal is not necessary**. Such changes may be advised by the insured to the insurer by a letter signed by the insured / insured's authorized signatory (for companies / body corporate) and sent to the insurer by recorded delivery. In case of change of insurer, a fresh proposal is required to be submitted to the new insurer. The insurers may include additional questions in the proposal form for their information and use.

#### **GR.3. Policy Forms:**

Policies insuring Motor Vehicles are to be issued only as per the Standard Form(s) given in **Section 6 of the INDIA MOTOR TARIFF**.

#### **A. Types of Policies**

There are two types of Policies:

- (i) **Liability Only Policy:** This covers Third Party Liability for bodily injury and/ or death and Property Damage. Personal Accident Cover for Owner-Driver is also included.
- (ii) **Package Policy:** This covers loss or damage to the vehicle insured in addition to (i) above.

Restricting the scope of cover under **Section-I (loss of or damage to the vehicle insured)** of the Package policy without any reduction in Tariff rates is permitted. Excepting this, no alteration or extension of any of the Covers, Terms, Conditions, Exclusions, etc. of any of the Policies/Endorsements laid down in this tariff is permitted without prior approval of the TAC.

#### **B. Rating:**

Rates provided under this Tariff are minimum rates. Loading on tariff premium rates by 100% may be applied for adverse claims experience of the vehicle insured and individual risk perception as per the insurer's assessment. If the experience continues to be adverse, a further loading of 100% on the expiring premium may be applied. No further loading shall apply.

#### **GR.4. Extension of Geographical Area**

The Geographical Area of Motor Policies may be extended to include

- a) Bangladesh
- b) Bhutan
- c) Nepal
- d) Pakistan
- e) Sri Lanka
- f) Maldives

by charging a flat additional premium, as stated below for a period not exceeding 12 months:

|  |  |
|--|--|
| For Package Policy....                 | Rs.500/ per vehicle, irrespective of the class of vehicle. |
| For policies other than Package Policy | Rs.100/ per vehicle, irrespective of the class of vehicle. |

For such extensions **Endorsement IMT 1 is to be used.**

**Such geographical extensions, however, specifically exclude cover for damage to the vehicle/ injury to its occupants/ TP liability in respect of the vehicle during air passage/ sea voyage for the purpose of ferrying the vehicle to the extended Geographical Area.**

#### **GR.8. 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 tariff and it will be fixed at the commencement of each policy period for each insured vehicle.

The IDV of the vehicle is to be fixed on the basis of manufacturer's listed selling price of the brand and model as the vehicle proposed for insurance at the commencement of insurance /renewal and adjusted for depreciation (as per schedule specified below). The IDV of the side car(s) and / or accessories, if any, fitted to the vehicle but not included in the manufacturer's listed selling price of the vehicle is also likewise to be fixed. However, depreciation will not be applied to brand new vehicles covered under motor trade policies. (IMT/08/2002 dt. 16<sup>th</sup> December 2002).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/ Constructive Total Loss (**TL/ CTL**) claims only. A vehicle will be considered to be a **CTL**, where the aggregate cost of retrieval and / or repair of the vehicle subject to terms and conditions of the policy exceeds 75% of the IDV.

The depreciation for replacement of parts in partial loss claims will be as per a separate schedule **specified under GR.9.**

#### **SCHEDULE OF DEPRECIATION FOR ARRIVING AT IDV**

##### **(Other Than Motor Trade Policies)**

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

**NOTE:** 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.

For the purpose of TL/CTL claim settlement, this IDV will not change during the currency of the policy period in question. It is clearly understood that the liability of the insurer shall in no case exceed the IDV as specified in the policy schedule less the value of the wreck, in 'as is where is' condition.

### GR.9. Depreciation on Parts for Partial Loss Claims

The following rates of depreciation shall apply for **replacement of parts for partial loss claims** in respect of all categories of vehicles / accessories.

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

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

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 total painting charges for the purpose of applying the depreciation.

### GR.10. Geographical Zones

For the purpose of rating, the whole of India has been divided into the following zones depending upon the location of the office of registration of the vehicle concerned.

#### (i) Private Cars/ Motorized Two Wheelers / Commercial Vehicles rateable under Section 4.C.1 and C.4.

Zone A: Ahmedabad, Bangalore, Chennai, Hyderabad, Kolkata, Mumbai, New Delhi and Pune.

Zone B: Rest of India

#### (ii) Commercial Vehicles excluding vehicles rateable under Section 4. C.1 and C.4.

Zone A: Chennai, Delhi / New Delhi, Kolkata, Mumbai

Zone B : All Other State Capitals

Zone C: Rest of India

### GR.11. Period of Insurance

Unless specifically stated otherwise, premiums quoted in the Schedules under various Sections of the **India Motor Tariff** are the premiums payable on policies issued or renewed for a period of **twelve months**. No policy is permitted to be issued or renewed for any period longer than twelve months. It shall, however, be permissible to extend the period of insurance under the policy for any period less than twelve months, for the purpose of arriving at a particular renewal date or for any other reasons convenient to the insured, by payment of extra premium calculated on pro-rata basis, **provided such policies are renewed with the same insurer immediately after the expiry of such an extension**. All such extensions will require attachment of the following Warranty to the policy.

"In consideration of the premium for this extension being calculated at a pro-rata proportion of the annual premium, it is hereby declared and agreed by the insured that upon expiry of this extension, this policy shall be renewed for a period of twelve months, failing which the difference between the extension premium now paid on **pro rata** basis and the premium at **short period** rate shall become payable by the insured."

### GR.12. Premium Rates for Short Period Cover

Short Period Cover/ Renewal may be granted for periods less than twelve months at the following short period scale:

#### SHORT PERIOD SCALE

| PERIOD  | % OF ANNUAL PREMIUM RATE  |
|---|---------------------------|
| Not exceeding 1 month                         | 20%                       |
| Exceeding 1 month but not exceeding 2 months  | 30%                       |
| Exceeding 2 months but not exceeding 3 months | 40%                       |
| Exceeding 3 months but not exceeding 4 months | 50%                       |
| Exceeding 4 months but not exceeding 5 months | 60%                       |
| Exceeding 5 months but not exceeding 6 months | 70%                       |
| Exceeding 6 months but not exceeding 7 months | 80%                       |
| Exceeding 7 months but not exceeding 8 months | 0.9                       |
| Exceeding 8 months                            | Full annual premium/ rate |

**N.B.: 1.** Extension of short period covers/short period renewals, for any reason, can be granted only by charging the premium for such extensions at the above mentioned short period rates.

**N.B.:2.** Short period covers/short period renewals for Liability Only Policies are not permissible.

### GR.13. Display of Premium

- (a) In case of a **Package Policy**, the Own Damage and the Liability components of premium are required to be displayed separately in the Policy Schedule.
- (b) Similarly, all permissible **loadings** on /**discounts** from tariff rates are required to be displayed separately in the policy schedule.
- (c) The Own Damage as well as the Liability components of premium are required to be rounded off to the nearest rupee, separately.

### GR.14. Computation of Premium

The premium payable on a policy is required to be calculated in accordance with the Premium Computation Tables appearing in the Tariff. For applicable discounts / loadings, if any, reference is also

to be made to the relevant GRs as well as regulations contained in the specific section(s) of the Tariff while computing premium.

#### **GR.15. Payment of Premium**

The full premium is required to be collected before commencement of cover. It is **not permissible** to collect premium in installments.

#### **GR.16. Minimum Premium**

The minimum premium applicable for vehicles specially designed or modified for use of the blind, handicapped and mentally challenged persons will be Rs.25/- per vehicle. For all other vehicles, the applicable minimum premium per vehicle will be Rs.100/-.

#### **GR.17. Transfers**

On transfer of ownership, the **Liability Only cover**, either under a Liability Only policy or under a Package policy, is deemed to have been transferred in favour of the person to whom the motor vehicle is transferred with effect from the date of transfer.

The transferee shall apply within fourteen days from the date of transfer in writing under recorded delivery to the insurer who has insured the vehicle, with the details of the registration of the vehicle, the date of transfer of the vehicle, the previous owner of the vehicle and the number and date of the insurance policy so that the insurer may make the necessary changes in his record and issue fresh Certificate of Insurance.

In case of Package Policies, transfer of the "Own Damage" section of the policy in favour of the transferee, shall be made by the insurer only on receipt of a specific request from the transferee along with consent of the transferor. If the transferee is not entitled to the benefit of the No Claim Bonus (NCB) shown on the policy or is entitled to a lesser percentage of NCB than that existing in the policy, recovery of the difference between the transferee's entitlement, if any, and that shown on the policy shall be made before effecting the transfer.

A fresh Proposal Form duly completed is to be obtained from the transferee in respect of both Liability Only and Package Policies.

Transfer of Package Policy in the name of the transferee can be done only on getting acceptable evidence of sale and a fresh proposal form duly filled and signed. The old Certificate of Insurance for the vehicle, is required to be surrendered and a fee of **Rs.50/-** is to be collected for issue of fresh Certificate in the name of the transferee. If for any reason, the old Certificate of Insurance cannot be surrendered, a proper declaration to that effect is to be taken from the transferee before a new Certificate of Insurance is issued.

**Endorsement IMT - 3 is to be used.**

#### **GR.18. Change of Vehicle**

A vehicle insured under a policy can be substituted by another vehicle of the same class for the balance period of the policy subject to adjustment of premium, if any, on pro-rata basis from the date of substitution.

Where the vehicle so substituted is not a total loss, evidence in support of continuation of insurance on the substituted vehicle is required to be submitted to the insurer before such substitution can be carried out.

**Endorsement IMT - 4 is to be used.**

### GR.19. Vehicles Subject to Hire Purchase Agreement

Policies and Certificates of Insurance are to be issued in the name of Hirer only and issuance in the joint names of the Hirer and Owner is prohibited. If Owner's interest is to be protected it should be done by the use of **Endorsement IMT - 5**.

For the purpose of the Personal Accident cover for the Owner-Driver granted under the policy, the insured named in the policy will continue to be deemed as the Owner- driver subject to conditions of the policy relating to this cover.

### GR.20. Vehicles Subject to Lease Agreement

Policies and Certificates of Insurance are to be issued in the name of Lessee only and issuance in the joint names of the Lessee and Lessor is prohibited. If Lessor's interest is to be protected, it should be done by the use of **Endorsement IMT - 6**.

For the purpose of the Personal Accident cover for the Owner-Driver granted under the policy, the insured named in the policy will continue to be deemed as the Owner- driver subject to conditions of the policy relating to this cover.

### GR.21. Vehicles Subject to Hypothecation Agreement

Policies and Certificates of Insurance are to be issued in the name of Registered Owner only and issuance in the joint names of the Registered Owner and Pledgee is prohibited. If Pledgee's interest is to be protected, it should be done by the use of **Endorsement IMT - 7**.

For the purpose of the Personal Accident cover for the Owner-Driver granted under the policy, the registered owner named in the policy will continue to be deemed as the Owner- driver subject to conditions of the policy relating to this cover.

### GR.22. Cover Note

- (i) Cover Notes insuring Motor Vehicles are to be issued only in **Form 52** in terms of Rule 142 Sub-Rule (1) of the Central Motor Vehicles Rules 1989. (**Refer Section 6 of the India Motor Tariff**).
- (ii) In terms of Rule 142, Sub-Rule (2) of Central Motor Vehicles Rules 1989, a Cover Note shall be valid for a period of sixty days from the date of its issue and the insurer shall issue a policy of insurance before the date of expiry of the Cover Note.

### GR.23. Certificate of Insurance

A Certificate of Insurance for a Motor Vehicle is to be issued only in **FORM 51** in terms of Rule 141 of Central Motor Vehicle Rules 1989. (**Refer Section 6 of the India Motor Tariff**).

### GR.24. Cancellation of Insurance and Double Insurance

#### A. Cancellation of Insurance

- (a) A policy may be cancelled by the insurer by sending to the insured seven days' notice of cancellation by recorded delivery to the insured's last known address and the insurer will refund to the insured the pro-rata premium for the balance period of the policy.
- (b) A policy may be cancelled at the option of the insured with seven days' notice of cancellation and the insurer will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the policy. The balance premium, if any, will be refundable to the insured. Refund of premium will be subject to:

- i) there being no claim under the policy, and
  - ii) the retention of minimum premium as specified in the Tariff.
- (c) A policy can be cancelled only after ensuring that the vehicle is insured elsewhere, at least for Liability Only cover and after surrender of the original Certificate of Insurance for cancellation.
- (d) **Insurer should inform the Regional Transport Authority (RTA) concerned by recorded delivery about such cancellation of insurance.**

## **B. Double Insurance**

When two policies are in existence on the same vehicle with identical cover, one of the policies may be cancelled. Where one of the policies commences at a date later than the other policy, the policy commencing later is to be cancelled by the insurer concerned.

If a vehicle is insured at any time with two different offices of the same insurer, 100% refund of premium of one policy may be allowed by canceling the later of the two policies. However, if the two policies are issued by two different insurers, the policy commencing later is to be cancelled by the insurer concerned and pro-rata refund of premium thereon is to be allowed.

If, however, due to requirements of Banks/Financial Institutions, intimated to the insurer in writing, the earlier dated policy is required to be cancelled, then refund of premium is to be allowed after retaining premium at short period scale for the period the policy was in force prior to cancellation.

In all such eventualities, the minimum premium as specified in the tariff is to be retained.

In either case, no refund of premium can be allowed for such cancellation if any claim has arisen on either of the policies during the period when both the policies were in operation, but prior to cancellation of one of the policies.

### **GR.25. Cancellation and issuance of fresh Certificate of Insurance**

Following any changes in the policy during its currency, affecting the information shown on the Certificate of Insurance, the Certificate of Insurance is required to be returned to the Insurer for cancellation and a fresh Certificate incorporating the changes is to be issued.

Information regarding change of number of Engine and/ or Chassis of the vehicle, is required to be intimated to the insurer immediately for effecting necessary changes in the policy, provided such changes are duly endorsed on the Registration Certificate. The Certificate of Insurance is also required to be returned immediately for issuance of fresh Certificate of Insurance incorporating the changes.

Remittance of Rs. 50/- is required to be made to the insurer for each issuance of fresh Certificate of Insurance.

### **GR.26. Certificate or Cover Note destroyed, torn, soiled, defaced or mutilated.**

1. Where the insured

- a) lodges with an insurer a declaration in which he declares that a Certificate of Insurance or Cover Note issued to him by such insurer has been lost, destroyed, torn, soiled, defaced or mutilated and sets out full particulars of the circumstances connected with the loss or destruction of the certificate or cover note and the efforts made to find it;

OR

- b) returns to the authorized insurer the Certificate or Cover Note issued to him by such insurer in a torn, soiled, defaced or mutilated condition;

AND

- c) pays to the insurer a fee of Rs.50/- (Fifty) in respect of each such new certificate or Cover Note, the insurer shall, if satisfied that such certificate or cover note has been lost, destroyed and that all reasonable efforts have been made to find it, or that it has been destroyed or is soiled, defaced or mutilated as the case may be, issue in lieu thereof a duplicate certificate or insurance or cover note with the word 'Duplicate' prominently endorsed to that effect.
2. When a duplicate certificate of insurance or cover note has been issued in accordance with the provisions of sub rule (1) on representation that a certificate or cover note has been lost and the original certificate or cover note is afterwards found by the holder, the original certificate or cover note, as the case may be, shall be surrendered to the insurer.

**GR.27. No Claim Bonus**

- (a) No Claim Bonus (NCB) can be earned **only in the Own Damage section of Policies** covering all classes of vehicles **but not on Motor Trade Policies (Road Transit Risks / Road Risks / Internal Risks) and policies which cover only Fire and / or Theft Risks.** For policies covering Liability with Fire and/or Theft Risks, the NCB will be applicable only on the Fire and / or Theft components of the premium. An insured becomes entitled to NCB only at the renewal of a policy after the expiry of the full duration of 12 months.
- (b) No Claim Bonus, wherever applicable, will be as per the following table.

| ALL TYPES OF VEHICLES  | % DISCOUNT ON OWN DAMAGE PREMIUM |
|--|----------------------------------|
| No claim made or pending during the preceding full year of insurance           | 20%                              |
| No claim made or pending during the preceding 2 consecutive years of insurance | 25%                              |
| No claim made or pending during the preceding 3 consecutive years of insurance | 35%                              |
| No claim made or pending during the preceding 4 consecutive years of insurance | 45%                              |
| No claim made or pending during the preceding 5 consecutive years of insurance | 50%                              |

**Sunset Clause: If at the renewal falling due any time between 1<sup>st</sup> July 2002 and 30<sup>th</sup> June 2003, both days inclusive, (after completion of the full policy period of 12 months)**

(IMT/08/2002 dt. 16<sup>th</sup> December 2002).

- i) An insured becomes entitled to NCB in terms of the tariff prevailing prior to 01<sup>st</sup> July, 2002 which is different from the slabs given above, the entitlement of such percentage of NCB will remain protected at the renewal. For subsequent renewals, NCB if any earned, will be in terms of the above table. In case claims arises under renewed policy, the NCB will become NIL at the following renewal.
- ii) An insured becomes entitled to an NCB of 55% or 65% in terms of the Tariff prevailing prior to 1<sup>st</sup> 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 NCB will become 'Nil' at the following renewal. Thereafter, NCB if any earned, will be in terms of the above table.



- (c) The percentage of applicable NCB is to be computed on the Own Damage premium required for renewal of the insurance after deducting any rebate in respect of "Vehicle Laid Up" under the policy. If the policy period has been extended in lieu of the rebate for the layup of the vehicle, as per 'Vehicle Laid Up' Regulation, such extended period shall be deemed to have been part of the preceding year of insurance.
- (d) The entitlement of NCB shall follow the fortune of the original insured and not the vehicle or the policy. In the event of transfer of interest in the policy from one insured to another, the entitlement of NCB for the new insured will be as per the transferee's eligibility following the transfer of interest.

**It is however, clarified that the entitlement of No Claim Bonus will be applicable for the substituted vehicle subject to the provision that the substituted vehicle on which the entitled NCB is to be applied is of the same class (as per this tariff) as the vehicle on which the NCB has been earned.**

Provided that where the insured is an individual, and on his/ her death the custody and use of the vehicle pass to his/her spouse and/or children and/or parents, the NCB entitlement of the original insured will pass on to such person/s to whom the custody and use of the vehicle pass.

- (e) The percentage of NCB earned on a vehicle owned by an institution during the period when it was allotted to and exclusively operated by an employee should be passed on to the employee if the ownership of the vehicle is transferred in the name of the employee. This will however require submission of a suitable letter from the employer confirming that prior to transfer of ownership of the vehicle to the employee, it was allotted to and exclusively operated by the employee during the period in which the NCB was earned.
- (f) In the event of the insured, transferring his insurance from one insurer to another insurer, the transferee insurer may allow the same rate of NCB which the insured would have received from the previous insurer. Evidence of the insured's NCB entitlement either in the form of a renewal notice or a letter confirming the NCB entitlement from the previous insurer will be required for this purpose.

Where the insured is unable to produce such evidence of NCB entitlement from the previous insurer, the claimed NCB may be permitted after obtaining from the insured a declaration as per the following wording:

***"I / We declare that the rate of NCB claimed by me/us is correct and that no claim as arisen in the expiring policy period (copy of the policy enclosed). I/We further undertake that if this declaration is found to be incorrect, all benefits under the policy in respect of Section I of the Policy will stand forfeited."***

Notwithstanding the above declaration, the insurer allowing the NCB will be obliged to write to the policy issuing office of the previous insurer by recorded delivery calling for confirmation of the entitlement and rate of NCB for the particular insured and the previous insurer shall be obliged to provide the information sought within 30 days of receipt of the letter of enquiry failing which the matter will be treated as a breach of Tariff on the part of the previous insurer. Failure of the insurer granting the NCB to write to the previous insurer **within 21 days** after granting the cover will also constitute a breach of the Tariff.

- (g) If an insured vehicle is sold and not replaced immediately, or laid up, and the policy is not renewed immediately after expiry, NCB, if any, may be granted on a subsequent insurance, provided such fresh insurance is affected within 3 (three) years from the expiry of the previous insurance. The rate of NCB applicable to the fresh policy shall be that earned at the expiry of the last 12 months period of insurance.

- (h) On production of evidence of having earned NCB abroad, an insured may be granted NCB on a new policy taken out in India as per entitlement earned abroad, provided the policy is taken out in India within three years of expiry of the overseas insurance policy, subject to relevant provisions of NCB under these rules.
- (i) Except as provided in Rule (g), no NCB can be allowed when a policy is not renewed within 90 days of its expiry. However, in the case of Military or Paramilitary Personnel working in Forward areas, the period of 90 days may be extended upto 365 days depending on the circumstances of each individual case with a declaration in writing by the policy holder that the vehicle was not put to use during the interim period.
- (j) Except as provided in Rules (g), (h) and (i) above, NCB is to be allowed **only** when the vehicle has been insured continuously for a period of 12 months without any break.

### GR.30. Discount for Anti-Theft Devices

Vehicles (**other than those covered under Motor Trade policies**) fitted with anti-theft devices approved by Automobile Research Association of India (ARAI), Pune and whose installation is duly certified by any of the Automobile Associations mentioned in **GR.28** above are eligible for a discount of 2.5% on the OD component of premium subject to a maximum of Rs. 500/-.

For mid-term installation of anti-theft device approved and certified as above in the vehicle insured, pro rata proportion of the premium discount calculated as per tariff provision for the unexpired

Ref. IMT/08/2005

**Endorsement IMT – 10 is to be used.**

### GR.31. Concession for Laid-Up Vehicles

Vehicles laid up in garage and not in use for a period of not less than two consecutive months will be entitled to:

#### For Package Policy

The liability of the insurer under the policy will remain restricted for loss or damage of the insured vehicle by Fire and/or Theft as applicable during the period of such lay-up. In consideration of this restriction of cover under the policy: -

- a) a pro rata returns of premium for the period during which the vehicle is so laid up will be credited to the insured after retention of pro rata premium for the lay-up period in the tariff rate for Fire and/or Theft Risks as applicable for the class of vehicle concerned.  
The credited return of premium will be deducted from the next renewal premium. **This cannot be given as cash refund even if the policy is not renewed with the same insurer.**

The calculation of the amount of the return of premium is to be made on the net premium on the date of issue of the policy or the date of renewal of the policy preceding the laying-up of the vehicle

**OR**

- b) the expiry date of the current period of insurance under the policy may be extended for a period equal to the period the policy remained suspended on account of the lay-up.

The adoption of alternatives (a) or (b) above will be at the option of the insured. In either case, the insured will be required to pay Rs.15/- towards administrative costs.

Return of premium or extension of policy period in lieu thereof, on account of lay-up of vehicles, both in respect of Liability Only Policies and Package Policies, will be available provided

- i) the vehicle is not undergoing repairs during lay-up as a result of an event giving rise to a claim under the policy;
- ii) previous notice in writing has been given to the insurer by recorded delivery;
- iii) the certificate of insurance has been returned to the insurer; and
- iv) the period of lay-up / suspension of policy shall not extend beyond twelve months from the expiry date of the policy period in which the lay-up has commenced.

**Endorsement IMT 11-A is to be used** where the entire period of lay-up and suspension / restriction of cover has been intimated to the insurer.

**Endorsements IMT 11-B/11-C** is to be used where the entire period of lay-up and suspension / restriction of cover is "until further notice".

No return of premium or extension of policy period in lieu thereof is to be allowed for lay-up of trailers and vehicles used for hire or reward or for Motor Trade purpose, except when the permits for vehicles are temporarily withheld or suspended by the Government.

#### **GR.32. Prohibition of mid-term inclusion/cancellation of extra benefits**

Mid-term inclusion/cancellation of extra benefits shall not be permitted more than once during the currency of a policy.

#### **GR.33. Concessions for Specially Designed / Modified Vehicles for the Blind Handicapped and Mentally challenged persons**

In case of vehicles specially designed / modified for use of blind, handicapped and mentally challenged persons, a discount of 50% may be allowed on the Own Damage premium in respect of both privately owned vehicles and vehicles owned and used by institutions engaged exclusively in the services of the blind, handicapped and mentally challenged persons. The discount is to be allowed only in respect of such vehicles, which have been suitably endorsed in the Registration Certificate by the RTA concerned.

**Endorsement IMT –12 is to be used.**

#### **GR.34. Registration use and Insurance**

It is not permissible to insure any vehicle in the name of an insured not conforming to the name recorded as owner of the vehicle in the vehicle registration document, excepting

- (i) in case of temporary substitution,
- (ii) in respect of Motor Trade Risk, or
- (iii) as provided in General Regulation 19, 20 and 21

**It is not permissible to insure any vehicle for use for a purpose other than that permitted by the RTA concerned**

#### **GR.35. Use of Vehicles within Insured's Premises / Sites**

- (i) Use confined to own premises (applicable to all classes except as otherwise provided in the Tariff).

Where a vehicle is to be used in the insured's own premises to which the public have no general right of access and provided the vehicle is not licensed by the authorities concerned for general road use, a policy may be issued at the applicable Tariff rate with a discount of 33 1/3%.

**No Certificate of Insurance or Cover Note which includes a Certification is permitted to be issued in such cases.**

**Endorsement IMT 13 is to be used.**

**(ii) Use confined to Sites (Applicable to Goods Carrying Vehicles).**

Where a vehicle is to be used only on a site or sites to which the public has no general right of access and the vehicle is not required to be registered under the Motor Vehicles Act, a policy may be issued at the applicable Tariff rate with a discount of 33 1/3%.

**No Certificate of Insurance or Cover Note which includes a Certification is permitted to be issued in such cases.**

**Endorsement IMT 14 is to be used.**

**GR.36. Personal Accident (PA) Cover under Motor Policy**

**(not applicable to vehicles covered under Section E, F and G of Tariff for Commercial Vehicles)**

**A. Compulsory Personal Accident Cover for Owner-Driver**

Compulsory Personal Accident Cover shall be applicable under both Liability Only and Package policies. The owner of insured vehicle holding an 'effective' driving license is termed as Owner-Driver for the purposes of this section.

Cover is provided to the Owner-Driver whilst driving the vehicle including mounting into/ dismounting from or traveling in the insured vehicle as a co-driver.

**NB. This provision deals with Personal Accident cover and only the registered owner in person is entitled to the compulsory cover where he/she holds an effective driving license. Hence compulsory PA cover cannot be granted where a vehicle is owned by a company, a partnership firm or a similar body corporate or where the owner-driver does not hold an effective driving license. In all such cases, where compulsory PA cover cannot be granted, the additional premium for the compulsory P.A. cover for the owner - driver should not be charged and the compulsory P. A. cover provision in the policy should also be deleted.**

**Re: G.R. 36 A - Compulsory Personal Accident cover under India Motor Tariff.**

Insurer's attention is drawn to G.R. 36-A of India Motor Tariff Wherein Compulsory PA cover is provided for only one of the vehicles of an Owner - driver even though he owns more than one vehicle.

As the above provision appears to be restrictive for owners having more than one vehicle, it has been decided to allow them to take Compulsory PA cover for owner-driver for all vehicles owned by them subject to the condition that Liability for the owner-driver will apply only in case of the particular vehicle being driven at the time of accident.

Accordingly, the last line of G.R.36 A appearing on page 20 of India Motor Tariff reading **"Where the owner driver owns more than one vehicle, compulsory PA cover can be granted for only one vehicle as opted by him/her"** stands deleted.

No.IMT/02/2006

The scope of the cover Capital Sum Insured (CSI) and the annual premium payable under this section are as under: -

| TYPE OF VEHICLES    | CAPITAL SUM INSURED in (₹) | PREMIUM in (₹) | COVER   |
|---------------------|----------------------------|----------------|---|
| Commercial vehicles | 15 lakhs                   | 750/-          | i) 100% of CSI for Death, Loss of Two Limbs or sight of both eyes or one limb and sight of one eye. |
|                     |                            |                | ii) 50% of CSI for Loss of one Limb or sight of one eye.  |
|                     |                            |                | iii) 100% for Permanent Total Disablement from injuries other than those named above.               |

#### B. Optional Personal Accident Cover for persons other than Owner-Driver

The cover under this section is limited to maximum Capital Sum Insured (CSI) of Rs. 2 lacs. per person.

Cover is available only in respect of the following persons: -

1. Private Cars including three wheelers rated as Private cars and motorized two wheelers with or without side car (not for hire or reward): For insured or any **named person** other than the paid driver and cleaner.

**Endorsement IMT – 15 is to be used.**

2. Private Cars, three wheelers rated as Private cars and Motorized Two Wheelers (not used for hire or reward) with or without side car: For **unnamed passengers** limited to the registered carrying capacity of the vehicle other than the insured, his paid driver and cleaner.

**Endorsement IMT – 16 is to be used.**

3. In respect of all classes of vehicles: For paid drivers, cleaners and conductors.

**Endorsement IMT – 17 is to be used.**

4. Motorized Two Wheelers with or without side car (used for hire or reward): For unnamed hirer/ driver.

**Endorsement IMT – 18 is to be used.**

The scope of the cover Capital Sum Insured and the annual premium payable under this section would be as under: -

| DESCRIPTION OF BENEFITS   | % OF CAPITAL SUM INSURED | PREMIUM FOR EVERY UNIT OF CSI OF RS. 10,000/- OR PART THEREOF (₹) |
|---|--------------------------|---|
|   |                          | Pvt. Cars Mot. Two-Wheeler Com. Veh.                              |
| i) Death only   | 100%                     | 5 7 6   |
| ii) Loss of Two Limbs or sight of two eyes or one limb and sight of one eye | 100%                     | 5 7 6   |

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|  |      |       |
|--|------|-------|
| iii) Loss of one Limb or Sight of one eye                            | 50%  | 5 7 6 |
| iv) Permanent Total Disablement from injuries other than named above | 100% | 5 7 6 |

**GR.37. Foreign made vehicles belonging to Embassies, High Commission or Consulates in India**

Policies issued to cover imported vehicles belonging to Embassies, Consulates and such other diplomatic missions where the 'import duty' element is not included in the IDV the premium chargeable under Section – I (loss of or damage to the vehicle insured) of the policy shall be loaded by 30%.

**Endorsement IMT - 19 is to be used.**

Ref.No.Mot/1/2004

**GR.38. Vehicles requisitioned by Government**

Vehicles requisitioned by the Government are automatically held covered during the period of requisition without any additional premium. In the event of a loss/ damage occurring during the period of such requisition, the insurer shall pay losses / liabilities if any, in excess of the amount(s) made good by the Government.

**GR.39. Third Party Property Damage (TPPD) Cover**

A. Limits of cover for Third Party Property Damage (other than for goods carried in the insured vehicle) under **Liability Only** policies and under Section II – 1(ii) of various **Package** policies are as per the following table: - (This provision shall not apply to vehicles ratable under Class G – Tariff for Motor Trade - Internal Risks)

| CLASS OF VEHICLES | TPPD COVER (₹)                                  |   |
|-------------------|---|---|
|                   | 1   | Commercial Vehicles (Excluding Three Wheelers, Taxis and motorized two wheelers ratable under Tariff for Commercial vehicles) |
| 2                 | Commercial Vehicles - Three Wheelers and Taxis  | 7.50 lakhs  |
| 3                 | Private Cars                                    | 7.50 lakhs  |
| 4                 | Motorized Two Wheelers – Private and Commercial | 1.00 lakh   |

B. However, the insured can at the inception of the policy, opt to restrict to the TPPD cover to the statutory limit of Rs. 6000/- as provided in the M. V. Act. In such an event, the base TP premium applicable (before any loading/ discount) may be reduced by Rs. 200/-, Rs. 150/-, Rs. 100/- and Rs. 50/- for Class 1, 2, 3 and 4 as above respectively.

C. No TPPD cover for unlimited liability or for limits other than those shown under this GR shall be granted.

**Endorsement IMT - 20 is to be used.**

**Mid-term change of TPPD limits is not permitted.**

**GR.40. Compulsory Deductibles.**

Claims under **Own Damage** section of policies covering all classes of vehicles are subject to a compulsory deductible as per the under noted table: -

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| TYPE OF VEHICLES  |  |   | COMPULSORY DEDUCTIBLES (₹)                                    |
|---|--|---|---|
| Commercial Vehicles (other than vehicles rateable under Class-D, E, F and G of CVT) | Goods carrying Vehicles                                | Passenger carrying Vehicles                             |   |
|   | Not exceeding 7500 Kg. GVW                             | Not exceeding 17 passengers                             | 500/-   |
|   | Exceeding 7500 Kg. GVW but not exceeding 16500 Kg. GVW | Exceeding 17 passengers but not exceeding 36 passengers | 1000/-  |
|   | Exceeding 16500 Kg. GVW                                | Exceeding 36 passengers                                 | 1500/-  |
| Vehicles rateable under Class D of the Commercial Vehicles Tariff (CVT)             |  |   | 0.5% of IDV of the vehicle subject to a minimum of Rs. 2000/- |
| Vehicles rateable under Class E, F and G of the Commercial Vehicles Tariff (CVT)    |  |   | Rs.50/-for two-wheelers and Rs. 500/- for others              |
| Taxis and Three Wheelers rated as Commercial Vehicles (Not exceeding 1500cc)        |  |   | 500/-   |
| Taxis and Three Wheelers rated as Commercial Vehicles (Exceeding 1500 cc)           |  |   | 1000/-  |
| Private Cars including three wheelers rated as Private Cars (Not exceeding 1500cc)  |  |   | 1000/-  |
| Private Cars including three wheelers rated as Private Cars (Exceeding 1500 cc)     |  |   | 2000/-  |
| Motorized Two Wheelers.   |  |   | 100/-   |

**NB.1.** The above Compulsory Deductibles are also to be applied where restricted covers as specified under GR 45 A/B are granted.

**NB.2.** The endorsements applicable for compulsory deductibles as per above schedule will be as follows:

- For all commercial vehicles excluding taxis and motorized two wheelers
- carrying passengers for hire or reward – **Endorsement IMT – 21 is to be used.**
- For private cars, three wheelers rated as private cars, all motorized two wheelers and taxis – **Endorsement IMT– 22 is to be used.**

**NB.3.** Exclusions under (a) of Endorsement IMT- 21 may be reinstated in cover by payment of additional premium @15% of the total gross OD premium (before application of any discount) and **Endorsement IMT-23** is to be used for such reinstatement of excluded cover.

#### **GR.41. Electrical / Electronic fittings**

If electrical and or electronic items fitted to the vehicle but not included in the manufacturer's selling price of the vehicle are to be insured, it can be done separately under Section-I ( loss of or damage to the vehicle insured) of the package policy at an additional premium @ 4% on the value of such fittings **to be specifically declared by the insured in the proposal form and or in a letter forming part of the proposal form.**

**Endorsement IMT- 24 is to be used.**

**GR.42. Use of CNG / LPG fuel (IMT/08/2002 dt. 16<sup>th</sup> Dec, 2002).**

(a) In case of vehicles fitted with bi-fuel system such as Petrol/Diesel and CNG /LPG, permitted by the concerned RTA, the CNG/LPG kit fitted to the vehicle is to be insured separately at an additional premium @ 4% on the value of such kit to be specifically declared by the insured in the proposal form and/or in a letter forming part of the proposal form. If CNG/LPG kit is fitted during the currency of the policy, pro-rata premium is to be charged.

**Endorsement IMT- 25 is to be used.**

(b) "Where the vehicle is fitted with only CNG / LPG engine or **Bi fuel system** as approved by RTA and the value of the CNG / LPG kit is not separately available, 5% extra is to be charged on Own Damage Premium"

Endorsement IMT-25 is to be used

(a) An additional premium of Rs. 60/- per vehicle to be charged towards Liability Only cover on account of CNG/ LPG system.

Note: To insert sum arrived at in terms of GR42, where the value of the CNG/LPG kit is not separately available, the words, "premium of Rs" appearing in the first line of the IMT shall be replaced by the words "5% extra on Own Damage premium of Rs". The words in the last two lines of IMT reading as "subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the policy" are to be deleted".

The 5% extra referred to above in GR 42 (b) shall be accounted under item f) of "A". "Own Damage" portion of the premium computation table on page number 185.

**GR.43. Fibre glass fuel tanks**

All policies covering vehicles fitted with fibre glass fuel tanks will attract an additional premium of Rs. 50/- in the Own Damage section excepting vehicles rateable under Class D of Commercial Vehicles Tariff where the additional premium will be Rs. 100/-.

**GR. 44. Vehicles used for Driving Tuitions**

Vehicles used by Driving Schools recognized by the RTA for giving tuition, having double clutches and double brakes with professional tutor accompanying the trainee can be covered by charging premium as under: -

| VEHICLE  | OWN DAMAGE PREMIUM            | LIABILITY ONLY PREMIUM            |
|--|-------------------------------|-----------------------------------|
| Private cars                                     | Applicable O.D. premium + 60% | As per Private car tariff         |
| Commercial vehicle - Goods carrying vehicle      | Applicable O.D. premium + 60% | As per Commercial vehicle tariffs |
| Commercial vehicle - Passenger carrying vehicles | Applicable O.D. premium + 60% | As per Commercial vehicle tariffs |

In case of three wheelers and motorized two wheelers used by Driving Schools recognized by the RTA for giving tuition, the premium chargeable will be the applicable tariff premium with a loading of 60% (on both Own Damage and Liability Only risks premiums.)



Note: For vehicles used for driving tuitions the words “other than for the purpose of driving tuitions” are to be added after the words “hire or reward” in the Policy Schedule/ Certificate of Insurance concerning “LIMITATIONS AS TO USE”.

**GR. 45A Restricted cover for Fire and / or Theft Risks**

**(Only while the vehicle is in garage and not in use)**

On the basis of written specific declaration from the insured to the effect that for the entire duration of the policy period the vehicle will not be used at all, policies may be issued to cover the risks of Fire and/or Theft only (without Liability Only cover) at the following rates of premium subject to a minimum premium as specified under **GR. 16**.

**Issuance of this restricted cover is prohibited for vehicles rateable under Class – D (Tariff for Miscellaneous and Special Types of Vehicles), Class – E (Tariff for Motor Trade - Road Transit Risks), Class – F (Tariff for Motor Trade – Road Risks only) and Class – G (Tariff for Motor Trade – Internal Risks only).**

| RISKS COVERED     | PREMIUM       |
|-------------------|---------------|
| Fire Only         | 0.50 % on IDV |
| Theft Only        | 0.50 % on IDV |
| Fire & Theft Only | 0.75 % on IDV |

**Endorsement IMT 26 is to be used.**

Compulsory deductibles as in GR.40 shall apply.

Additional premium for electric / electronic items as in GR.41 shall apply.

Additional premium for use of CNG / LPG as in GR.42 shall apply.

Additional premium for compulsory PA cover to owner-driver as in GR 36 shall apply.

N.B. Discounts may be granted on the net premium for Fire & Theft risks if the insured opts for voluntary deductibles in respect of vehicles rateable under Tariff for Private Cars / Motorized Two Wheelers.

No other discount is permissible.

**GR 45 B Restricted cover for Liability Only and Fire and / or Theft Risks**

Policy may be issued covering the vehicle for the restricted Liability Only with Fire and /or Theft risks only by charging premium as per the following schedule subject to a minimum premium as specified under GR – 16.

Issuance of this restricted cover is prohibited for vehicles rateable under Class – D, Tariff for Miscellaneous and Special Types of Vehicles.

| RISK COVERED                               | PREMIUM  |
|--|--|
| Liability Only Policy with Fire only cover | Liability Only Premium + 25% of the appropriate OD Premium for the vehicle |
| Liability Only Policy and Theft            | Liability Only Premium + 30% of the appropriate OD Premium for the vehicle |
| Liability Only Policy and Fire & Theft     | Liability Only Premium + 50% of the appropriate OD Premium for the vehicle |

**Endorsement IMT 27 is to be used.**

**NOTE: For Declaration Policies issued under Section ‘Motor Trade – Road Transit Risks only – Class E’ – Refer to the relevant section of the said Tariff.**

Compulsory deductible as in GR- 40 shall apply

Additional premium for electric / electronic items as in GR.41 shall apply.

Additional premium for use of CNG / LPG as in GR.42 shall apply.

Additional premium for compulsory PA cover to owner-driver as in GR 36 shall apply.

**N. B.** The following discounts are permissible

- (a) NCB on Fire and/or Theft components of the premium
- (b) Discounts on fire and / or theft risks premium components for voluntary deductibles for vehicles rateable under Tariff for Private Cars / Motorized Two Wheelers.
- (c) Discounts for Membership of Recognised Automobile Associations as per **GR.28** for vehicles rateable under Tariff for Private Cars / Motorized Two Wheelers.

**GR. 46. Vehicles driven by non-conventional source of power. (IMT/08/2002 dt. 16<sup>th</sup> December, 2002).**

“Rating of Private Cars/Taxis and Motorised Two Wheelers running on battery, as approved by RTA, is to be done as under:

Private Cars/Taxis: To be rated as private cars/taxis upto 1000 cc (refer to tariff for private car/commercial vehicles).

Motorised Two Wheelers: To be rated at par with rates applicable for motorised two wheeler of capacity exceeding 150 CC but not exceeding 350 CC (refer to tariff for motorised two wheelers).

For rating of vehicles driven solely by any other non-conventional source of power approved by RTA, reference may be made to TAC”

**GR.47. Towing charges for vehicles met with an Accident (IMT/08/2002 dt. 16<sup>th</sup> December 2002).**

It is permissible to opt for higher towing charges, subject to charging extra premium, as per the following table (in addition to the limit already provided under the Standard Package Policies).

| VEHICLES   | ADDITIONAL TOWING CHARGES OPTED FOR OVER AND ABOVE THE LIMIT PRESCRIBED IN THE POLICY | PREMIUM CHARGEABLE ON THE ADDITIONAL AMOUNT OPTED FOR  |
|--|---|--|
| Private Cars   | Upto Rs 1500  | 5% on the additional amount opted  |
| Two Wheelers   | Upto Rs 300   | 5% on the additional amount opted  |
| Commercial Vehicles (other than vehicles covered under Motor Trade Policies) |   |  |
| Two Wheelers   | Upto Rs 300   | 5% on the additional amount opted  |
| Three wheeled vehicles   | Upto Rs 750<br>Exceeding Rs750 but not exceeding Rs 1500                              | 5% on additional amount opted<br>5% on the additional amount opted<br>7.5% on the additional amount opted. |
| Taxis  | Upto Rs.1500  | 5% on the additional amount opted  |

|   |  |   |
|---|--|---|
|   | Exceeding Rs.1500 but not exceeding Rs.3000.                             | 7.5% on the additional amount opted.                                      |
| Other commercial vehicles                 | Upto Rs. 10, 000<br>Exceeding Rs. 10, 000 but not exceeding Rs. 20, 000. | 5% on the additional amount opted<br>7.5% on the additional amount opted. |
| Vehicles covered under motor trade policy | Upto Rs.300<br>Exceeding Rs.300 but not exceeding Rs.500                 | 5% on the additional amount opted<br>7.5% on the additional amount opted. |

**GR. 48. Submission of Statistics (IMT/08/2002 dt. 16<sup>th</sup> December, 2002).**

To enable the TAC to evaluate the efficacy, adequacy and justification of this tariff and to consider whether or not provisions of the tariff require review / rationalization and to facilitate such review / rationalization based on actual underwriting experience of the Motor portfolio it is imperative that the insurers furnish detailed and dependable statistics on various aspects of this tariff relating to terms of cover limitations exceptions and pricing thereof.

To facilitate data collection and its periodical submission to TAC under provisions of Section 64 UE of Insurance Act 1938 extensive statistical codes as provided under Section - 8 of this tariff has to be made use of.

**GR. 49. Interpretation of India Motor Tariff (IMT/08/2002 dt. 16<sup>th</sup> December, 2002).**

On matters relating to any of the provisions of the India Motor Tariff, clarifications and interpretations given by the Tariff Advisory Committee will be final and binding on all concerned.