

### **Liability Only Policy- Commercial Vehicles (Goods Carrying Vehicle)**

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be basis of this contract and is deemed to be incorporated herein has applied to **Raheja QBE General Insurance Company Limited** (herein after referred to as "Company") for the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of events 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: LIABILITIES 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 accident caused by or arising out of the use of the Motor Vehicle anywhere in India against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of
  - a) death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act.
  - b) damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured up to the limit specified in the schedule.
2. The Company will also pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the limitations of the indemnity which is granted by this policy to the insured, the Company will indemnify any driver who is driving the Motor Vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply.
4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
5. The Company may at its own option
  - A. arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and
  - B. undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

#### **AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY**

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

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

#### **APPLICATION OF LIMITS OF LIABILITY**

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

shall apply in priority to the insured.

**SECTION II: PERSONAL ACCIDENT COVER TO 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 independently of any other cause shall within six calendar months of such injury result in:

<b>Details of Injury</b>	<b>Scale of compensation</b>
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. 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 as mentioned in policy schedule 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.

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.

\*Nominee Details are mandatory for this cover. Please provide nominee details in proposal form.

**GENERAL EXCEPTIONS**

1. The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein
  - a. being used otherwise than in accordance with the "Limitations as to Use"
  - 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.
2. The Company shall not be liable in respect of any claim arising out of any contractual liability.

3. 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 arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
4. 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 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 or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
5. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed 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 accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
6. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

## **GENERAL 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.

### **A. Condition Precedent to Contract**

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

### **B. Condition during the Contract**

#### **I. Duties and obligations after the occurrence of an insured event**

- i. Notice shall be given in writing to the Company immediately upon the occurrence of any accident and in the event of any claim. Every letter claim writ summons and/ or process shall be forwarded to the Company immediately on receipt by the insured.
- ii. 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 accident which may give rise to a claim under this policy.
  1. 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 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. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.

**II. Reasonable Care**

The insured shall take all reasonable steps to maintain the insured vehicle in efficient condition.

**III. Right to inspect**

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.

**IV. Cancellation**

- i. The Company may cancel the policy by sending fifteen days notice by recorded delivery to the insured at insured's last known address on the grounds of misrepresentation, mis-declaration, fraud, non-disclosure of material facts in which case the policy will be cancelled on ab-initio basis with forfeiture of premium and non consideration of claim if any. In the event, the policy is cancelled on the grounds of non-cooperation of insured the premium paid less the pro rata portion thereof for the period the policy has been in force shall be returned to the insured.
- ii. The policy may be cancelled at any time by the insured on fifteen days notice by recorded delivery and provided no claim has arisen during the currency of policy, the insured shall be entitled to a return of premium less premium at Company's short period rate for the period the policy has been in force. Return of 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). The policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

**V. Arbitration Clause**

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

It is clearly agreed and understood that no 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.

#### **VI. Contribution**

If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.

#### **C. Conditions when a claim arises**

The insured/ claimant will intimate claims to Raheja QBE via-

- I. Call Centre
  - i. Toll Free Number- **1800-102-7723** (9 am to 8 pm, Monday to Saturday)
  - ii. Email- [customercare@rahejaqbe.com](mailto:customercare@rahejaqbe.com)
- II. Insured or claimant shall furnish immediate loss details, which shall include details of the loss event, location of the loss, location of the damaged vehicle and names and telephone numbers of contact personnel.
- III. Notice of claim must be given by you to us immediately after an actual or potential loss begins or as soon as reasonably possible after actual loss or potential loss begins.
- IV. Please keep the following information ready when you call the call centre
  - i. Your contact numbers
  - ii. Policy number
  - iii. Name of the insured
  - iv. Date and time of loss
  - v. Location of loss
  - vi. Nature of loss
  - vii. Place and contact details of the person at the loss location.
- V. In the event the claim is not settled within 30 days, the Company shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the insured/ claimant by Company till the date of actual payment.
- VI. Failure to furnish evidence within the time required shall not invalidate nor reduce any claim if you can satisfy us that it was not reasonably possible for you to give the proof within such time.

#### **D. Condition for renewal of the Contract**

The policy may be renewed with our consent. The benefit under the policy or/ and the terms and conditions of the policy, including the premium rate may be subject to change.

We, however are not bound to give notice that it is due for renewal. Unless renewed as herein provided, the policy shall terminate at the expiration of the period for which premium has been paid/ received. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by a authorized official of the Company.

#### **E. Special Conditions**

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

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

- Death Certificate in respect of the insured
- Proof of title to the vehicle
- 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 month after the date of coming into force of the Central Motor Vehicles (Amendment) Rules, 1993.

**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 the institute recognized by the State Government**

**Syllabus**

**(A) Defensive driving**

- Questionnaire
- Duration of training for A & B - 1st and 2nd day.
- Cause of accidents
- Accidents 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) Advance Driving Skills and training**

- i. Discussion
  - Before Starting
    - Check list
    - Outside/ below/ near vehicle
    - Product Side
    - Inside Vehicle
  - During Driving
    - Correct Speed Gear
    - Signalling
    - Lane Control
    - Overtaking/ giving side
    - Speed limit/ Safe Distance
    - Driving on slopes
  - Before Stopping
    - Safe stopping place
    - signalling, road width,
    - condition
  - After Stopping
    - Prevent vehicle movement
    - wheel locks
    - vehicle attendance

Night Driving

- ii. Field Test Training

**(C) Product Safety- 1 driver at a time**

- UN Panel
- UN classification Duration of training
  - Hazchem code for C) 3<sup>rd</sup> day
  - Toxicity, Flammability, Other definition
- Product Information
- TREM CARDS
  - CISMSDS
  - Importance of temperature pressure, level
  - Explosive Limits
  - Knowledge of equipments
- Emergency Procedure
- Communication
  - Spillage Handling
  - Use of FEE
  - Fire Fighting
  - First Aid
  - Toxic Release control
  - Protection of Wells, rivers, lakes etc.



- Use of protective event
- knowledge about valves etc.

### **SECTION III: ENDORSEMENTS**

(Attached to and forming part of policy)

#### **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.

NOTE: - 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 14. USE OF VEHICLE CONFINED TO SITES**

It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while it is being used elsewhere than on site to which the public have no general rights of access and the vehicle is not required to be registered under the Motor Vehicle 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 insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the paid driver in the employ of the insured in direct connection with the vehicle insured whilst mounting into dismounting from or traveling in the insured vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :-

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

Provided always that

1. compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum specified in the Schedule 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.20. REDUCTION IN THE LIMIT OF LIABILITY FOR PROPERTY DAMAGE**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the insurers liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to the insured or held in trust or in custody or control of the insured

In consideration of this reduction in the limit of liability a reduction in premium of Rs 100/- is hereby made to the insured.

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

Provided always that

- i) this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for insured's general employees;
- ii) the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;
- iii) 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 34. USE OF COMMERCIAL TYPE VEHICLES FOR BOTH COMMERCIAL AND PRIVATE PURPOSES**

In consideration of the payment of an additional premium as stated in the Schedule and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that

- i) The insurer will indemnify the insured against his legal liability under Common Law and Statutory Liability under the Fatal Accidents Act, 1855 in respect of death of or bodily injury to any person not being an employee of the insured nor carried for hire or reward, whilst being carried in or upon or entering or mounting or alighting from any motor vehicle described in the Schedule to this Policy.
- ii) This Policy shall be operative whilst any vehicle described in the Schedule hereto is being used by the insured or by any other person with the permission of the Insured for social, domestic, or pleasure purposes.

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

1. 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.
2. 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 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 as stated in schedule 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:

- a) 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.
- b) Any other person not being carried for hire or reward provided that the person is
  - i) charterer or representative of the charterer of the truck

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

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

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

In consideration of the paying of an additional premium as stated in schedule 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.**

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

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

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

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

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

**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 as stated in schedule it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the insurer shall indemnify the insured against his legal liability under the **Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of**

**this Endorsement, the Fatal Accidents Act, 1855 or at Common Law** in respect of personal injury to any paid driver (or cleaner or conductor or person employed in loading/or unloading but in any case not exceeding seven in number including driver and cleaner) whilst engaged in the service of the insured in such occupation in connection with the .... and not exceeding seven in number and will in addition be responsible for all costs and expenses incurred with its written consent.

***Provided always that :-***

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

The premium to be calculated at the rate of Rs 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 (Excluding the Driver) in goods carrying vehicles.**

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

Provided always that:

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



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

#### **IMT.42 Private Carriers**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the insurer shall not be liable 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.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 as stated in schedule 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.

##### **Grievance Redressal**

The company is committed to extend the best possible service to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us toll free helpline **1800-102-7723** (9 am to 8 pm, Monday to Saturday)

Email us at [complaintsofficer@rahejaqbe.com](mailto:complaintsofficer@rahejaqbe.com)

Write to us at: The Grievance Cell, Raheja QBE General Insurance Co. Ltd., Fulcrum, 501 & 502, A wing, 5th Floor, International Airport project road, Sahar, Andheri East, Mumbai - 400059

##### **Grievance Redressal Officer**

Please visit our website at [www.rahejaqbe.com](http://www.rahejaqbe.com) to know the contact details of the Grievance Redressal Officer.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 15 days from the date of receipt of the complaint by the company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievance, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman scheme. Given below are the details of the Insurance Ombudsman located at various centres.

##### **Insurance Ombudsman Centres**

Office of the Ombudsman	Contact Details	Jurisdiction
Ahmedabad	<b>AHMEDABAD - Shri/Smt.....</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.
Bhopal	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	Madhya Pradesh and Chhattisgarh
Bhubaneshwar	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	Orissa.
Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Chandigarh.

	<p>Fax: 0172 - 2708274  Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a></p>	
Chennai	<p>Office of the Insurance Ombudsman,  Fatima Akhtar Court, 4th Floor, 453,  Anna Salai, Teynampet,  CHENNAI – 600 018.  Tel.: 044 - 24333668 / 24335284  Fax: 044 - 24333664  Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a></p>	Tamil Nadu and Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
Delhi	<p>Office of the Insurance Ombudsman,  2/2 A, Universal Insurance Building,  Asaf Ali Road,  New Delhi – 110 002.  Tel.: 011 - 23232481/23213504  Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a></p>	Delhi.
Guwahati	<p>Office of the Insurance Ombudsman,  Jeevan Nivesh, 5th Floor,  Nr. Panbazar over bridge, S.S. Road,  Guwahati – 781001(ASSAM).  Tel.: 0361 - 2632204 / 2602205  Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a></p>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad	<p>Office of the Insurance Ombudsman,  6-2-46, 1st floor, "Moin Court",  Lane Opp. Saleem Function Palace,  A. C. Guards, Lakdi-Ka-Pool,  Hyderabad - 500 004.  Tel.: 040 - 67504123 / 23312122  Fax: 040 - 23376599  Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a></p>	Andhra Pradesh, Telangana, Yanam and part of the Territory of Pondicherry.
Jaipur	<p>Office of the Insurance Ombudsman,  Jeevan Nidhi – II Bldg., Gr. Floor,  Bhawani Singh Marg,  Jaipur - 302 005.  Tel.: 0141 - 2740363  Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a></p>	Rajasthan.
Ernakulam	<p>Office of the Insurance Ombudsman,  2nd Floor, Pulinat Bldg.,  Opp. Cochin Shipyard, M. G. Road,  Ernakulam - 682 015.  Tel.: 0484 - 2358759 / 2359338  Fax: 0484 - 2359336  Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a></p>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
Kolkata	<p>Office of the Insurance Ombudsman,  Hindustan Bldg. Annexe, 4th Floor,  4, C.R. Avenue,</p>	West Bengal, , Sikkim, and Andaman and Nicobar Islands.



	<p>KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a></p>	
Lucknow	<p>Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a></p>	<p>Districts of Uttar Pradesh:  Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
Mumbai	<p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a></p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane</p>
Noida	<p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a></p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh:  Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar,</p>

		Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

## EXECUTIVE COUNCIL OF INSURERS

Executive council of Insurers  
3rd Floor, Jeevan Seva Annexe  
S.V. Road, Santacruz (W)  
Mumbai- 400054  
Tel: 022- 26106889/ 671/ 980  
Fax: 022- 26106949  
Email: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in)

For updated details of Insurance Ombudsman Offices you may visit Governing Body of Insurance Council (GBIC) website at <http://www.gbic.co.in/ombudsman.html> or our website at [www.rahejaqbe.com](http://www.rahejaqbe.com)