

POLICY WORDINGS

GOODS CARRYING VEHICLE PACKAGE POLICY

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

NOW THIS POLICY WITNESSETH:

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

SECTION I. LOSS OF OR DAMAGE TO THE VEHICLE INSURED

The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and / or its accessories whilst 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 and tubes, batteries and air bags - 50%
2. For fibre glass components - 30%
3. For all parts made of glass - Nil
4. Rate of depreciation for all other parts **including wooden parts** will be as per the following schedule.

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

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

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

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

In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and re-delivery to the insured but not exceeding Rs. 750/- for three wheeled vehicles Rs 1500 for taxis and Rs.2500/- for other commercial vehicles in respect of any one accident.

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

- a) the estimated cost of such repair including replacements, if any, 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.

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

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

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

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

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

The insured vehicle shall be treated as 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 vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
5. The Company may at its own option
 - (A) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this 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.

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

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

Nature of injury	Scale of compensation
1. Death	100%
2. Loss of two limbs or sight of two eyes or one limb and sight of one eye.	100%
3. Loss of one limb or sight of one eye	50%
4. Permanent total disablement from injuries other than named above.	100%

Provided always that

- A. Compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver

arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 15 lakhs during any one period of insurance.

- B. No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self injury suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- C. Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

This cover is subject to

- (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 Section 3 of Motor Vehicles Act, 1988, 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.

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

APPLICATION OF LIMITS OF INDEMNITY

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

GENERAL EXCEPTIONS

(Applicable to all Sections of the Policy)

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

- 1. any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
- 2. any claim arising out of any contractual liability;
- 3. any accidental loss 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. (i) Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
 - (ii) 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 purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

5. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. Any accidental loss damage and/or 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 consequence of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
7. The company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other applicable national economic or trade sanction law or regulations

DEDUCTIBLE

The Company shall not be liable for each and every claim under Section - I (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 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 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 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 from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.
6. 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 mis- representation, 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 claims if any. In the event, the policy is cancelled due to 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. The policy may be cancelled at any time by 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 Pro-rata portion for the period the policy has been in force. Return of premium by the company will be subject to retention of 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 for at least third- party liability cover is furnished.
7. 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.

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

11. NO CLAIM BONUS

- i. No Claim bonus (NCB) can be earned only on Own Damage Section of the policy. An insured becomes entitled to NCB only at renewal of a policy after the expiry of the full duration of 12 months.
- ii. No Claim Bonus, wherever applicable, will be as per the following Table

Claims under Section I (Loss or Damage to the Private Car insured)	% 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 1st July 2002 and 30th June 2003, both days inclusive, (after completion of the full policy period of 12 months) an insured becomes entitled to an NCB of 65% in terms of the Tariff prevailing prior to 1st July 2002, the entitlement of such higher percentage of NCB will remain protected for all subsequent renewals till a claim arises under the policy, in which case the NCB will revert to "Nil" at the next renewal. Thereafter, NCB if any earned will be in terms of the above table.

- iii. The percentage of applicable NCB is to be computed on 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 lay up of the vehicle, as per "Vehicle laid up"

regulations, such extended period shall be deemed to have been part of the preceding year of insurance.

- iv. 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 the 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

- v. 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 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 has allotted to and exclusively operated by the employee during the period in which the NCB was earned.

- vi. 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 hereby 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 stands forfeited."

Notwithstanding the above declaration, the insurer allowing 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 the receipt of the letter of enquiry failing which the matter will be treated as a breach of Tariff on the part of 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.

- vii. If the 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 effected 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.
- viii. 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 3 years of expiry of the overseas insurance policy, subject to relevant provision of NCB under these rules.

- ix. Except as provided in clauses (vii), no NCB can be allowed when a policy is not renewed within 90 days of its expiry.
- x. Except as provided in clauses (vii), (viii), (ix) above, NCB is to be allowed only when the vehicle has been insured continuously for a period of 12 months without any break.

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 carrying 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.

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 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.
2. Period of training 3 days.
3. Place of training At any 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) 3rd 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.

12. Conditions when a claim arises

Initiate Loss minimization measures.

Call Raheja QBE Call Centre on Toll Free No: 1800-102-7723 (9 am to 8 pm, Monday to Saturday)

Please provide necessary assistance to surveyor or company officials for finalization of loss.

Ensure first- aid/medical help for the injured persons.

Inform incident to Public Authorities.

Notify loss by email to customercare@rahejaqbe.com OR

Raheja QBE will depute an IRDA licensed surveyor to attend to the loss

Please furnish required documents and any clarifications that may be sought.

13. Conditions for renewal of the contract

The Policy may be renewed with our consent. The benefits under the policy or/and the terms and conditions of the policy, including 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, this 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 an authorized official of the Company

14. Applicable Law

The Policy is subject to the laws of India and jurisdiction of its Courts.

Endorsement (attached to and forming part of policy)

IMT. 1. EXTENSION OF GEOGRAPHICAL AREA

In consideration of the payment of an additional premium of Rsit 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.4. CHANGE OF VEHICLE

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

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

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

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

IMT. 5. HIRE PURCHASE AGREEMENT

It is hereby understood and agreed that the financier as specified in the Schedule (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 owner as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

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

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

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

IMT.6. LEASE AGREEMENT

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

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

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

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

IMT.7. VEHICLES SUBJECT TO HYPOTHECATION AGREEMENT

It is hereby declared and agreed that the vehicle insured is pledged to / hypothecated with the Pledgee as specified in the Schedule (hereinafter referred to as the "Pledgee") and it is further understood and agreed that the Pledgee is interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured **as cannot be made good by repair and /**

or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

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

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

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

IMT.10. INSTALLATION OF ANTI-THEFT DEVICE

In consideration of certification 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 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 (Lay up period declared)

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

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

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

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

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

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

NB.4. In case of Liability Only Policies the words in CAPITALS should be deleted.

NB.5. In case of policies covering Liability Only and

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

- (b) Theft risks, the words' "FIRE EXPLOSION SELF IGNITION OR LIGHTNING" are to be deleted.
- (c) Fire and Theft risks no part of the words in capitals are to be deleted.

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

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

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

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

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

- (a) Fire risks, the words " BURGLARY HOUSEBREAKING OR THEFT" are to be deleted;
- (b) Theft risks, the words' "FIRE EXPLOSION SELF IGNITION OR LIGHTNING" are to be deleted.
- (c) Fire and Theft risks no part of the words in capitals are to be deleted.

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

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

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

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

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

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

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

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

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

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

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

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

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

IMT 14. USE OF VEHICLE CONFINED TO SITES

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

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.19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY

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

- a) (i) the price quoted in the latest catalogue or the price list issued by the Manufacturer or his Agent for the country in which the vehicle insured is held for repair less depreciation applicable OR
(ii) if no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy; and
- b) the reasonable cost of fitting such parts.

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

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

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

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

In consideration of this reduction in the limit of liability a reduction in premium of Rs 150/- for Commercial Vehicles (Three Wheelers & Taxis) or Rs.200/- (Other Commercial Vehicles) 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 (Applicable to all Commercial Vehicles excluding taxis and motorized two wheelers carrying passengers for hire or reward.)

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

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

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

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

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

. * to insert amount as appropriate to the class of vehicle insured as per GR.40 of the rating guidelines.

IMT 23. COVER FOR LAMPS TYRES / TUBES MUDGUARDS BONNET /SIDE PARTS BUMPERS

HEADLIGHTS AND PAINTWORK OF DAMAGED PORTION ONLY . (For all Commercial Vehicles)

In consideration of payment of an additional premium as mentioned in the schedule 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 depreciation 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 (Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle – Package Policy only)

In consideration of the payment of additional premium as stated in the Schedule, notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against loss of or damage to such electrical and/or electronic fitting(s) as specified in the schedule whilst it/these is/are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section.1 of the policy.

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

Provided always that the liability of the insurer hereunder shall not exceed the Insured's Declared Value (IDV) of the item.

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

IMT.25. CNG/LPG KIT IN BI-FUEL SYSTEM(Own Damage cover for the kit)

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

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

IMT.26. FIRE AND/OR THEFT RISKS ONLY (Applicable for Trailers and Passenger carrying Vehicle (hire & reward))

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section II of the Policy is deemed to be cancelled and under Section I thereof the insurer shall only be liable to indemnify the insured against loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils whilst the

vehicle is laid up in garage and not in use.

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

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

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

IMT. 27. LIABILITY AND FIRE AND/OR THEFT (Not applicable for Miscellaneous and Special Types of vehicles)

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

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

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

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

IMT. 28. LEGAL LIABILITY TO PAID DRIVER 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

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. 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.

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

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

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

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

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

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

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

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

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 (COMMERCIAL VEHICLES ONLY)**

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 37 A. LEGAL LIABILITY TO NON FARE PAYING PASSENGERS WHO ARE NOT EMPLOYEES OF THE INSURED (COMMERCIAL VEHICLES ONLY)

In consideration of the paying of an additional premium of Rs.... and notwithstanding anything to the contrary contained in Section 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 (COMMERCIAL AND MOTOR TRADE VEHICLES ONLY)

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

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

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

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

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

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

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

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

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

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

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

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

(For GOODS VEHICLE)

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

Provided always that:

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

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

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

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

IMT. 39 A. LEGAL LIABILITY UNDER THE WORKMEN'S COMPENSATION ACT, 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 (GOODS CARRYING COMMERCIAL VEHICLES ONLY)

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

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

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

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 Insurer will indemnify any hirer of the Vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the Vehicle insured while let on hire.

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

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

Negligence of the Hirer

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

Goods Carrying Vehicle Package Policy Add On Covers:

1. Zero Depreciation

UIN- IRDAN141RP0008V02200910/A0016V01202021

This cover is applicable if it is shown on *Your* policy schedule.

What is Covered

In consideration of the payment of the additional premium by the Insured as mentioned in the policy schedule and realization thereof by the Company, *We* will pay *You* the amount of depreciation deducted on the value of parts replaced under own damage claim, lodged under section 1 (own damage) of the policy.

This cover shall be available only for a maximum of (Refer policy schedule) admissible claims during the *period of insurance*.

Special Condition applicable to this cover in addition to the General conditions of policy:

- A claim where replacement of any part is not involved and no depreciation is deducted under own damage claim, will not be considered as claim under this cover.
- Vehicle is repaired at any of our *Authorized Garage/ Authorized workshop/ Authorized service station*.

What is not Covered

- No indemnity shall be granted to Total loss/ **Constructive Total Loss** or Theft claims
- Deductible specific to this cover as specified in the policy schedule.

Subject otherwise to the terms, condition, exclusions of the policy.

2. Return to Invoice

UIN- IRDAN141RP0008V02200910/A0017V01202021

This cover is applicable if it is shown on **Your** policy schedule.

What is Covered

In consideration of the payment of the additional premium by the Insured as mentioned in the policy schedule and realization thereof by the Company, **We** will pay the financial shortfall between the amount **You** receive under Section 1 of the policy and the purchase price of the vehicle as confirmed in the invoice of sale in case exact same make/ model is not available or current replacement price of the new vehicle in case exact same make/ model is available, in the event of **Your** vehicle has suffered a Total Loss/ CTL following an accident or **Stolen** during the **Period of insurance** and is not recovered. **We** will also reimburse the first time registration charges, road tax which You have incurred on the insured vehicle.

Special Condition applicable to this benefit:

- The finance company/ bank whose interest is endorsed on the policy must agree in writing, in case of hypothecation.

What is not covered

We will not pay any claim under this cover, if:

1. The total loss/ CTL and theft claim is not valid and admissible under Section 1 of the policy.
2. For any non- built in electrical/ electronic and non- electrical/ electronic accessories including bi-fuel kit forming part of the invoice but not insured under Section 1 of the policy.
3. Final investigation report of police confirming the theft of the vehicle in case of theft claim is not submitted to **Us**.
4. Covered vehicle is imported.

Standard Deductible under Section 1 of the policy shall be applicable to claims under this cover.

Subject otherwise to the terms, condition, exclusions of the policy.

3. Consumable Expenses

UIN- IRDAN141RP0008V02200910/A0018V01202021

This cover is applicable if it is shown on **Your** policy schedule

What is Covered

In consideration of the payment of the additional premium by the Insured as mentioned in the schedule and realization thereof by the Company, **We** will cover cost of **Consumables** required to be replaced/replenished arising from an accident

to the insured vehicle. *Consumables* for the purpose of this cover shall include engine oil, *Gear Box* oil, lubricants, nut & bolt, screw, distilled water, grease, oil filter, bearings, washers, clip, brake oil, fuel filter, air conditioner gas and items of similar nature excluding fuel.

What is not covered

1. Any Consumable not associated with admissible Own Damage claim under section I (Own Damage) of the policy.
2. If there is no valid and admissible claim under section I (Own Damage) of the policy.
3. If the insured vehicle is not repaired at an *Authorized garage*.

Standard Deductible under Section 1 of the policy shall be applicable to claims under this cover.

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

4. Engine Protector

UIN- IRDAN141RP0008V02200910/A0019V01202021

This cover is applicable if it is shown on *Your* policy schedule.

What is covered

In consideration of the payment of the additional premium by the Insured as mentioned in the policy schedule and realization thereof by the Company, *We* will pay *You* repair and replacement expenses for the *Consequential* loss or damage to-

- *Internal parts of the engine*
- *Gear Box*, Transmission or *Differential Assembly*

Provided loss or damage is due to ingress of water in the engine or leakage of lubricating oil from engine / respective assembly.

We will also pay for the lubricating oils / *Consumables* used in the respective assembly i.e. material, which is used up and needs continuous replenishment such as engine oil, *Gear Box* oil etc. but excluding fuel.

What is not covered

We shall not indemnify *You* under this endorsement in respect of –

1. Loss or damage covered under the manufacturer's warranty, recall campaign or forming part of maintenance / preventive maintenance.
2. Any aggravation of loss or damage including corrosion due to delay in intimation to us and / or retrieving the vehicle from water logged area.
3. Cost of lubricants in case of loss due to leakage and flushing of consumables
4. Any claim where the repair has been carried out without prior approval from *Us*

Special Condition:

Claim under this endorsement will be admissible only if –

1. In case of water damage, there is an evidence of the insured vehicle being submerged or stopped in a water logged area.
2. In case of leakage of lubricating oil, there is a visible evidence of accidental damage to engine or respective assembly.
3. There is evidence of under carriage damage to *Engine Parts* and/ or *Gear Box parts* and/ or *differential parts* leading to oil leakage and leading resulting into damage of covered parts.
4. Vehicle is transported / towed to garage within 2 (Two) days of water receding from the water logged area.
5. *You* have taken all reasonable steps, safeguards and precautions to avoid any loss or damage and also to prevent aggravation of loss once the loss or damage to the insured vehicle is sustained and noticed by *You*.

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

Standard Deductible under Section 1 of the policy shall be applicable to claims under this cover.

5. **Loss of Income**

UIN- IRDAN141RP0008V02200910/A0020V01202021

This cover is applicable if it is shown on *Your* policy schedule

In consideration of the payment of an additional premium by the insured as mentioned in the policy schedule and realization thereof by the Company, we will pay the amount as shown in the policy schedule towards loss of income in case insured vehicle meets with an accident and vehicle is under repair arising out of a covered peril mentioned in Section I of the policy. We will pay for maximum days. Our liability to pay per day and for the period of Insurance shall not exceed benefit amount as mentioned in the policy schedule.

Cover will commence after 3 days in case of three wheelers and 5 days in case of other class of commercial vehicles from the date and time insured vehicle reaches garage for repair and shall end on the date repairs have been completed and/ or garage intimates the insured for taking delivery of the vehicle and/ or re-inspection is done whichever occurs first subject to limits mentioned above.

The maximum daily payable amount is as per the following table:

Type/ Class of Vehicle		Benefit per day limit
Three Wheeler (Goods Carrying Vehicle)		Rs 500 to Rs 2000
Goods Carrying Vehicles other than 3 wheelers	i) Up to GVW 7500 kgs	Rs 1000 to Rs 4000
	ii) GVW > 7500 kgs to <= 25000 kgs	Rs 1500 to Rs 6000
	iii) GVW > 25000 kgs	Rs 2000 to Rs 8000

A police report/ First Information Report (FIR) must be filed for claims due to total loss, constructive total loss, burglary, housebreaking or theft.

What is not covered

1. A Claim for only windscreen or any other glass damage under Section I of the policy

Goods Carrying Vehicle Package Policy UIN No IRDAN141RP0008V03200910

2. Claim under Section I is not valid and admissible.

Special Condition

1. It will be condition precedent to the liability that the vehicle must be in commercial use for minimum period of 30 days prior to the date of accident resulting into claim under this coverage substantiated by valid documentary evidence.
2. Benefit will be available if the vehicle is repaired in an Authorized Garage.
3. In the event of theft of the vehicle a lump sum amount shall be paid to insured. The amount payable will be as per benefit per day and number of days chosen by insured.

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

6. Emergency Medical Expenses

RDAN141RP0008V02200910/A0003V01202627

This cover is applicable if it is shown on Your policy schedule.

Coverage

The Company shall indemnify the Insured for the reasonable and necessary medical expenses incurred towards treatment of bodily injury sustained by the insured and/or by the driver, cleaner, coolie or conductor of the insured vehicle arising solely and directly out of an accident whilst driving or travelling in the Insured Vehicle, caused by violent, accidental, external, and visible means, and requiring treatment in a hospital, clinic, or nursing home.

Our liability in aggregate during the Period of insurance shall be limited to sum insured as specified in the schedule for persons not exceeding the maximum licensed seating capacity of the vehicle.

1. Accidental Hospitalization cover

In the event that the Insured Vehicle meets with an Accident whilst on road during the Policy Period and the driver or any of the passengers of the Insured Vehicle sustains any bodily injury resulting solely and directly from such Accident, the Company shall indemnify the Insured Person for the Medical Expenses incurred towards Medically Necessary Treatment of such Injury as detailed below:

- Room rent charges
- Nursing expenses
- Intensive Care Unit (ICU) charges
- Medical Practitioner(s) fees
- Anaesthesia, blood, oxygen, operation theatre charges, surgical appliances
- Medicines, drugs, and consumable expenses
- Diagnostic procedure expenses

- Cost of prosthetic and other devices or equipment if implanted internally during a surgical procedure

Provided that

i. Such Medical Expenses shall be the Reasonable and Customary Charges incurred for In-Patient Hospitalisation or Day Care treatment for such Injury.

ii. To be admissible under this Policy, the Injury must have necessarily occurred as a direct result of a Motor Accident covered under the Policy.

iii. Domiciliary Hospitalisation and/or Out-Patient treatment shall not be covered under this Benefit.

2. Emergency Ambulance Cover (Reimbursement)

In the event that the Insured Vehicle meets with an Accident whilst on road during the Policy Period, and the driver or any of the passengers of the Insured Vehicle sustains any Injury, the Company shall reimburse the Insured up to the amount specified in the Policy Schedule for expenses incurred towards availing emergency road ambulance services for transferring the injured person to the nearest hospital having adequate emergency facilities for the provision of health services following such Accident.

3. Air Ambulance Cover (Reimbursement / One-time per Policy Year)

The Company shall reimburse expenses incurred towards transportation of the Insured Person by Air Ambulance in the following cases:

- From the place of occurrence of the Accident to the nearest hospital in case of an emergency life-threatening medical condition, or
- From one hospital to another hospital which is prepared to admit the Insured Person and provide necessary medical services, only when immediate and rapid transportation is required and cannot be provided by a road ambulance

4. Provided that:

- The life-threatening medical condition is certified by a Medical Practitioner.
- The transportation from one hospital to another hospital has been prescribed by a Medical Practitioner and is medically necessary.
- The Air Ambulance shall be duly licensed for operation by the Competent Authorities of the Government of India.
- The origin and destination of the Air Ambulance Service shall be within the geographical boundaries of the Republic of India.
- This benefit can be availed once during a Policy Year.

4. Limit tied to seating capacity / occupants

The cover is applicable only to the number of occupants up to the registered seating capacity of the Insured Vehicle. Any loss or claim arising out of overloading of the vehicle shall not be admissible under this cover.

5. Exclusions

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

- a) Any expenses related to a sickness, disease, or medical disorder not directly consequential to an accident.
- b) Any expenses towards psychosomatic disorders of any kind, whether caused or accentuated by accident or otherwise.
- c) Any physiotherapy treatment.
- d) Any expenses related to pre-existing diseases
- e) Any expense not supported by an original and valid bill/receipt and related prescription of the attending Medical Practitioner / Hospital / Nursing Home.
- f) Expenses if the treatment is commenced after five (5) days from the date of Accident.
- g) Any claim amount exceeding the Sum Insured mentioned in the Policy Schedule during the Policy Period.
- h) Any expense arising or resulting from or traceable to intentional self-injury, suicide or attempted suicide, physical defect or infirmity.
- i) Any expense arising or resulting from or traceable to an accident happening whilst the Insured is under the influence of intoxicating liquor or drugs.

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

Definitions:

- 1. **Authorized workshop / garage / service station** – A motor vehicle repair workshop / garage
 - i. / service station authorized by **Us**.
- 2. **Consequential Loss**- shall mean “the damage caused to an insured vehicle not arising directly from an insured peril but as a direct consequence to the same”
- 3. **Constructive Total Loss**- A Vehicle will be considered to be **constructive total loss** (CTL), where the aggregate cost of retrieval and/ or repair of the vehicle subject to terms and condition of the policy exceed 75% of the Sum Insured.
- 4. **Consumable(s)**- Those articles or substances which have specific uses and when applied to their respective uses are either consumed totally or rendered unfit for continuous and permanent use.
- 5. **Day Care Treatment** means medical treatment, and/or surgical procedure which is undertaken under general or local anesthesia in a hospital/day care centre in less than twenty-four hours because of technological advancement, and which would have otherwise required a hospitalization of more than twenty-four hours.
- 6. **Differential Parts**- All internally lubricated parts contained within the differential housing including axle shafts, constant velocity joints, bearings, final drive housing, final drive housing, retainers, transaxle housing and universal joints, drive shafts, hub bearings & supports.

7. **Engine Parts**- shall mean all internal lubricated parts of the engine including pistons, pins and rigs, all pulleys, camshafts, followers, cam bearing, connecting rods and bearings, dipstick & tubes, eccentric shaft, engine heads and engine blocks, engine mounts and cushions, engine torque strut, flywheel and flywheel ring gear, harmonic balancer, intake & exhaust manifolds, oil pan, oil pumps, push rods, valves, springs, guides, seats, and lifters, rocker arms, shafts, and bushing, timings cover, timing gears, chain, belt, tensioners, retainers, vacuum pump, valve covers and water pumps, fuel injection pumps.
8. **Gear Box**- shall mean all internally lubricated parts contained within the transmission case including cooler, cooler lines, filter tubes and dipsticks, internal linkage, mounts, oil pans, torque converter, transfer case, transmission & transfer case, transmission park base assembly, vacuum modulator, gear shafts and Gear box.
9. **Hospitalization** means admission in a hospital for a minimum period of twenty-four (24) consecutive 'In-patient care' hours except for specified procedures/ treatments, where such admission could be for a period of less than twenty four (24) consecutive hours.
10. **Imported Vehicle**- means vehicle for which sale invoice is raised outside the geography of India.
11. **Injury**- means accidental physical bodily harm excluding illness or disease, solely and directly caused by external, violent and visible and evident means which is verified and certified by a medical practitioner
12. **Lost or Stolen**- means having been inadvertently **Lost** or having been **Stolen** by a third party without **Your** assistance, consent or cooperation.
13. **Medical Practitioner** - means a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of the license
14. **Period of insurance** - The period of time stated in the policy schedule for which the policy is valid and operative
15. **Pre-Existing Disease (PED)**: Preexisting disease means any condition, ailment, injury or disease
a) That is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer; or b) For which medical advice or treatment was recommended by, or received from, a physician not more than 36 months prior to the date of commencement of the policy.
16. **Policy** - means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the Insured person, what is excluded from the cover and the terms & conditions on which the Policy is issued to the Insured person.
17. **Policy Schedule** means the Policy Schedule attached to and forming part of Policy
18. **We, Us, Our, Ourselves** means the Raheja QBE General Insurance Co. Ltd.
19. **You, Your, Yourself** – Means or refers to the person or persons described in the policy schedule as the insured. In case policy schedule refers to an entity other than individual, then representative of such an entity would be deemed as **You, Your, Yourself**.

15. Dispute Resolution and Grievance Redressal:

Raheja QBE will take all steps to meet your expectations from this policy. However, it is possible, that there could be a complaint relating to any of the following:

- Any partial or total repudiation of claims by the insurance companies
- Dispute on the legal construction of the policy wordings in case such dispute relates to claims
- Delay in settlement of claims
- Non-issuance of any insurance document to customers after receipt of premium
- Dispute with regard to premium paid or payable in terms of the policy

For resolution of such complaints Raheja QBE has developed a Grievance Redressal mechanism.

16. Grievance

Raheja QBE will take all steps to settle Your claim in accordance with Policy terms and conditions. However, since the Policy does not cover all eventualities, there may be disagreement between Raheja QBE about the Policy. For resolution of such disputes Raheja QBE has developed an elaborate Grievance Redressal mechanism.

At the insured's request, the claim will be considered afresh by the Grievance Committee of Raheja QBE. If the insured is not satisfied with the decision of the Grievance Committee, the insured may approach the offices of the Insurance Ombudsmen as listed out in Annexure A to this Policy. In case of a complaint or grievance, Raheja QBE may be contacted for its redressal on the following details:

Website: www.rahejaqbe.com

E-mail: complaintsofficer@rahejaqbe.com

Telephone: 1800-102-7723 (Toll Free) (9 am to 8 pm, Monday to Saturday)

Post/Courier: Any branch office or the correspondence address, during normal business Hours

If the insured is not satisfied with Raheja QBE's redressal of the complaint/grievance through one of the above channels, the insured may contact the Raheja QBE Grievance Officer at:

**The Grievance Cell,
Raheja QBE General Insurance Company Limited
Fulcrum, 501 & 502, A wing, 5th Floor,
International Airport project road, Sahar,
Andheri East, Mumbai – 400059**

17. Insurance Ombudsman

We shall endeavour to promptly and effectively address your grievances.

If the insured is not satisfied with Raheja QBE's redressal of the complaint/grievance through one of the above channels, the insured may approach the nearest Insurance Ombudsman for resolution of the grievance/complaint. You may approach the Insurance Ombudsman located nearest to you. Details of the offices across the Country are mentioned below The contact details of Ombudsman offices are mentioned below

Office of the Ombudsman	Contact Details	Jurisdiction
Ahmedabad	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

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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: bimalokpal.bengaluru@ecoi.co.in	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: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh and Chhattisgarh
Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	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 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Chandigarh.
Chennai	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: bimalokpal.chennai@ecoi.co.in	Tamil Nadu and Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
Guwahati	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad	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: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of the Territory of Pondicherry.
Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg.,	Kerala, Lakshadweep, Mahe-a part of Pondicherry.

	Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	
Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, , Sikkim, and Andaman and Nicobar Islands.
Lucknow	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: bimalokpal.lucknow@ecoi.co.in	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.
Mumbai	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: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
Noida	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand
	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor,	Maharashtra, Area of Navi Mumbai and Thane

PUNE	C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	excluding Mumbai Metropolitan Region
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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

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**