Royal Sundaram
General Insurance

Royal Sundaram General Insurance Co. Limited
(Formerly known as Royal Sundaram Alliance Insurance Company Limited)
Corp. Office : Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR)
Karapakkam, Chennai - 600097. Regd. Office : 21, Patullos Road, Chennai - 600 002.

COMMERCIAL VEHICLES PACKAGE POLICY

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

Now this Policy Witnesseth :

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

SECTION I - LOSS OF OR DAMAGE TO THE VEHICLE INSURED

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

   Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced :
   a. for all rubber/nylon/plastic parts, tyres, tubes, batteries and air bags - 50%
   b. for fibre glass components - 30%
   c. for all parts made of glass - Nil
   d. rate of depreciation for all other parts including wooden parts will be as per the following schedule

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

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

SUM INSURED – INSURED'S DECLARED VALUE (IDV)

The Insured's Declared Value (IDV) of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this Policy which is fixed at the commencement of each policy period for the insured vehicle. The IDV of the vehicle (and accessories, if any, fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the insured vehicle at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

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

THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

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

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

IDV will be treated as the 'Market Value' throughout the policy period without any further depreciation for the purpose of Total

Loss (TL) / Constructive Total Loss (CTL) claims. The insured vehicle will be treated as a CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the Policy, exceeds 75% of the IDV of the vehicle.

SECTION II - LIABILITY TO THIRD PARTIES

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

PROVIDED ALWAYS THAT: -

(a) The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading therefrom.

(b) Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person 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 Vehicles 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 via duct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.

(f) Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the Insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.

2. The Company will pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the Limitations of the indemnity granted by this Section to the Insured, the Company will indemnify any driver who is driving the insured vehicle on the Insured's order or with Insured's permission provided that such driver shall as though he/she were the Insured observe fulfill and be subject to the Terms, Exceptions and Conditions of this Policy in so far as they apply.
4. The Company may at its own option
   a. arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Section; and
   b. undertake the defence of proceedings in any court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.
5. In the event of the death of any person entitled to indemnity under this Policy, the Company will in respect of the liability incurred by such person indemnify his/her personal representative(s) in terms of and subject to the Limitations of this Policy provided that such personal representative(s) shall as though they were the Insured observe fulfill and be subject to the Terms, Exceptions and Conditions of this Policy in so far as they apply.

SECTION III - TOWING DISABLED VEHICLES

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

Provided always that

(a) such towed vehicle is not towed for reward

(b) the Company shall not be liable by reason of this Section of this Policy in respect of damage to such towed vehicle or property being conveyed thereby.

SECTION IV – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

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

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

Provided always that

1) the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the Insurer shall not in the aggregate exceed the sum of Rs.2 lakh during any one Period of Insurance.
2) no compensation shall be payable in respect of death or bodily injury, directly or indirectly, wholly or in part, arising or resulting from or traceable to (a) intentional self injury, suicide or attempted suicide, physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3) such compensation shall be payable directly to the Insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the Insured.
4) This cover is subject to
   (a) the owner-driver is the registered owner of the vehicle insured herein;
   (b) the owner-driver is the Insured named in this Policy.
   c) the person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license.

(d) the person holding an effective Learner's license may also drive the vehicle and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.

(e) Where more than one vehicle is owned by the Insured, he/she can opt for this under one vehicle only.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

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

GENERAL EXCEPTIONS

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

(1) any accidental loss or damage and/or liability caused, sustained or incurred outside the Geographical Area;

(2) any claim arising out of any contractual liability;

(3) any accidental loss, damage and/or liability caused, sustained or incurred whilst the vehicle insured herein is

(a) being used otherwise than in accordance with the 'Limitations as to Use' or

(b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.

(4) (a) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

(b) any liability of whatsoever nature, directly or indirectly, caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Exception, combustion shall include any self sustaining process of nuclear fission.

(5) any accidental loss, damage or liability, directly or indirectly, caused by or contributed to by or arising from nuclear weapons material.

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

DEDUCTIBLE

The Company shall not be liable for each and every claim under Section -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 and in the event of any claim and thereafter the Insured shall give all such information and assistance as the Company shall require. Every letter, claim, writ, summons and/or process or copy thereof, shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately by the Insured who shall have knowledge of any impending prosecution, Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.
2. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. At any time after the happening of any event giving rise to a claim under Section II of this Policy, the Company may pay to the Insured the full amount of the Company's liability under the Section and relinquish the conduct of any defence, settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence, settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
4. The Company may at its own option, repair, reinstate or replace the vehicle insured or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
   (a) for Total Loss/Constructive Total Loss of the vehicle - the Insured's Declare Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
   (b) for partial losses, i.e., losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged, subject to depreciation as per limits specified.
5. The Insured shall take all reasonable steps to safeguard the vehicle insured from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle insured or any part thereof or any driver or employee of the Insured. In the event of any accident o r breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured be driven before the necessary repairs are 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 seven days notice by recorded delivery to the Insured at Insured's last known address and in such event will return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the Policy, the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Return of the premium by the Company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed / modified for use by blind /handicapped /mentally challenged

persons). Where the ownership of the vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

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

   It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. The due observance and 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 condition precedent to any liability of the Company to make any payment under this Policy.

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

10. In the event of the death of the sole Insured, this Policy will not immediately lapse but will remain valid for a period of three months from the date of the death of Insured or until the expiry of this Policy (whichever is earlier). During the said period, legal heir(s) of the Insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle. Where such legal heir(s) desire(s) to apply for a transfer of this Policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by: -

    (a) Death certificate in respect of the Insured

    (b) Proof of title of the vehicle

    (c) Original Policy.

NO CLAIM BONUS

Relating to Section I Loss of or Damage to the vehicle insured

No Claim Bonus (NCB), wherever applicable, will be as per the following table.

Claims position on Section I (Loss of or Damage to the Private Car Insured) premium	% of discount on Section (Loss of or Damage to the Private Car Insured) 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 proceding 5 consecutive years of insurance	50%

If a claim is made under Section I - Loss or Damage to the vehicle Insured the No Claim Bonus discount reverts to 'Nil' at the next renewal. Thereafter, NCB if any earned, will be in terms of the above table.

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 55% in Terms of the Tariff prevailing prior to 1st July 2002, the entitlement of such higher percent-age 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.

No Claim Bonus will only be allowed provided the Policy is renewed within 90 days of the expiry date of the previous policy.

ENDORSEMENTS

(Only the Endorsements mentioned in the Schedule shall form part of the Policy)

IMT. 1. Extension of Geographical Area

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

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

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

*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 Rs.

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 Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

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

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the 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 Company in respect of such Loss or Damage.

It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this Policy is issued to the Insured specified in the Schedule as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the Insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Insured to the Lessors, of his rights benefits and claims under this Policy and further nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the Company in any capacity whatsoever for any alleged breach of its obligations hereunder.

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

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

Subject otherwise to the Terms, Exceptions, Conditions and limitations of this Policy.

IMT.7. VEHICLES SUBJECT TO HYPOTHECATION AGREEMENT

It is hereby declared and agreed that the vehicle insured is pledged to/ hypothecated with 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 Company in respect of such loss or damage.

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

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

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

IMT.10. INSTALLATION OF ANTI-THEFT DEVICE (Not Applicable to Motor Trade Policies)

In consideration of certification by the Automobile Association stated in the Schedule 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 as stated in the Schedule 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 Company shall not be liable in respect of the vehicle insured while it is being used elsewhere than on site to which the public have no general right of access and the vehicle is not required to be registered under the Motor Vehicles Act, 1988.

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

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

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

Provided always that:

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

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

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

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

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

IMT.18. PERSONAL ACCIDENT TO UNNAMED HIRER AND UNNAMED PILLION PASSENGERS

(Applicable to Motorised Two wheelers with or without side Car)

In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer undertakes to pay

compensation to any unnamed hirer/ driver/any unnamed pillion/ sidecar passenger* on the scale provided below for bodily injury caused by violent, accidental, external and visible means whilst mounting into/onto and/or dismounting from or traveling in/on the vehicle insured which independently of any other cause shall within three calendar months of the occurrence of such injury results in :-

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

Provided always that:

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

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

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

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

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

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

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

IMT.19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY

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

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

OR

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

(b) the reasonable cost of fitting such parts.

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

* Insert 'Condition 3' in the case of the Private Car and 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 not withstanding 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 of Rs._____* is hereby made to be insured.

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

* To insert Rs. 150/- for commercial vehicles (three wheelers and taxis) or Rs. 200/- for commercial vehicles (excluding three wheelers and taxis)

IMT.21. SPECIAL EXCLUSIONS AND COMPULSORY DEDUCTIBLE

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

(a) Special Exclusions.

except in the case of Total Loss of the vehicle insured, the Company shall not be liable under Section I of the Policy for loss of or damage to lamps, tyres, tubes, mudguards, bonnet, side parts, bumpers and paint work.

(b) Compulsory Deductible.

in addition to any amount which the Insured may be required to bear under para (a)above the Insured shall also bear under Section I of the Policy in respect of each and every event (including event giving rise to Total Loss/Constructive Total Loss) the first sum as specified in the Schedule 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 Company in the exercise of its discretion under Condition No.4 of this Policy.

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

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

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

IMT.22. COMPULSORY DEDUCTIBLE

Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insured shall bear under Section I of the Policy in respect of each and every event (including event giving rise to a Total Loss/Constructive Total Loss) the first sum as stated in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this Policy and/or of any expenditure by the Company in the exercise of his discretion under Condition no 4 of this Policy.

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

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

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

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 the payment of additional premium of Rs.....*, not withstanding 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) Description as per schedule provided in Section I of the policy. It is further understood and agreed that in respect of paint work for the damaged portion only (as referred to above) shall also be as per schedule provided in Section I 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.

*To insert the sum arrived at as per the provisions of G.R40. NB.3. of the Tariff

IMT.24. ELECTRICAL/ELECTRONIC FITTINGS

(Items fitted in the Vehicle but not included in the manufacturer's listed selling price of the Vehicle)

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

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

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

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

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

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

IMT.26. FIRE AND/OR THEFT RISKS ONLY

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

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

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

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

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

IMT. 27. LIABILITY AND FIRE AND/OR THEFT

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

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

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

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

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

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

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 Company shall indemnify the Insured against the Insured's legal liability under the Workmen's Compensation Act, 1923, the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the Insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that

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

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

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

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

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

IMT.32. ACCIDENTS TO SOLDIERS /SAILORS/ AIRMEN EMPOYED 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

In consideration of the payment of an additional premium as stated in the Schedule and not with standing anything to the contrary contained herein it is hereby understood and agreed that

(i) The Company will indemnify the Insured against his legal liability under Common Law and Statutory Liability under the Fatal Accidents Act, 1855 in respect of death of or bodily injury to any person not being an employee of the Insured nor carried for hire or reward, whilst being carried in or upon or entering or mounting or alighting from any motor vehicle described in the Schedule to this Policy.

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

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

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

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

IMT. 35. HIRED VEHICLES - DRIVEN BY HIRER*

(Applicable to four wheeled vehicles with carrying capacity not exceeding 6 passengers and Motorised Two wheelers)

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

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

(ii) shall have satisfied the insured -

a) that the vehicle insured will only be driven by a duly licensed driver whose license has not been endorsed;

b) that such driver has not been refused Motor Insurance nor had his/her insurance policy been cancelled nor had special conditions imposed nor had increased premium demanded from him/her by reason of claims experience.

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

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

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

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

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

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

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

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

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

NOTE :

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

** Insurer to devise a suitable supplementary proposal form.

IMT 36. Indemnity to Hirer - Package Policy - Negligence of the insured or Hirer.

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

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

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 limitations of this Policy.

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

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

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

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

Subject otherwise to the Terms, Exceptions, Conditions and limitations of this Policy.

IMT.38. LEGAL LIABILITY TO FARE PAYING PASSENGERS EXCLUDING LIABILITY FOR ACCIDENTS TO EMPLOYEES OF THE INSURED ARISING OUT OF AND IN THE COURSE OF THEIR EMPLOYMENT

(I) For use with the Package Policies.

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

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

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

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

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

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

(II) For use with the Liability only Policies.

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

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

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

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

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

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

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

In consideration of the payment of an additional premium as stated in the Schedule, it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the Company shall indemnify the Insured against his legal liability under the Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this Endorsement, the Fatal Accidents Act, 1855 or at Common Law in respect of personal injury to any paid driver (or cleaner or conductor or person employed in loading/or unloading but in any case not exceeding seven in number including driver and cleaner) whilst engaged in the service of the Insured in such occupation in connection with the vehicle insured 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 Company or Group of Companies a Policy of Insurance in respect of liability as herein defined for his general employees.

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

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

(4) in the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed. The premium to be calculated at the rate of Rs25/- 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 Poli.cy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

IMT.39A. 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 Companies a Policy of Insurance in respect of liability as herein defined for his general employees and where the Insured has not obtained special permission from the registration authorities for carriage of more than six such employees.
2. the Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
3. the Insured shall keep a record of the name of each person employed in connection with the loading and unloading of the vehicles and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Company to inspect such record.
4. in the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the Terms, Exceptions, Conditions and limitations of this Policy.

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

In consideration of the payment of an additional premium as stated in the Schedule it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the Company shall indemnify Insured against his legal liability under the Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this endorsement, the Fatal Accidents Act, 1855 or at Common Law in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the Insured in such occupation in connection with the vehicle insured and will in addition be responsible for all costs and expenses incurred with its written consent. The premium to be calculated and paid while taking insurance of the vehicle concurred at the rate of Rs.25/- per driver and/or conductor and/or cleaner.

Provided always that: -

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

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

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

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

Subject otherwise to the Terms, Exceptions, Conditions and limitations of this Policy except so far as necessary to meet the requirements of the Motor Vehciles Act, 1988.

IMT.42. PRIVATE CARRIERS (GOODS CARRYING COMMERCIAL VECHICLE ONLY)

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

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

IMT. 43. Theft and conversion Risk

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

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

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

IMT.44. Indemnity to Hirer - Package Policy - Negligence of the Owner or Hirer.

It is hereby declared and agreed that in consideration of payment of an additional premium of Rs…..…. the 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.

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

In consideration of an additional premium as stated in the Schedule and notwithstanding anything to the contrary contained in Section II-I(c) but subject otherwise to the Terms, Exceptions, Conditions and Limitations of this Policy the Company will indemnify the Insured against liability at Law for compensation (including legal costs of any claimant) for death of or bodily injury to any person other than a person excluded under Section II–I(b) being carried in or upon or entering or mounting or alighting from the vehicle insured.

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

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

Provided also that the provisions of Condition 3 of the Policy are also applicable to a claim or series of claims under the Endorsement. Provided further that in the event of Policy being cancelled at the request of the Insured no refund of premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

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

It is hereby declared and agreed notwithstanding anything to the contrary contained in this Policy that in respect of the vehicle insured* the Insurer shall be under no liability

a) Under Section I of this Policy in respect of loss or damage resulting from overturning arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto except for loss or damage arising directly from fire, explosion, self ignition or lightning or burglary, housebreaking or theft.

b) Under Section II except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, in respect of liability incurred by the Insured arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto.

N.B: * Omit paragraph(a) for (i) Liability only policies (ii) package policies where an additional premium has been paid for inclusion of damage by overturning.

Note :* Insert make number or some other means of identification where a premium reduction is allowed for exclusion of damage when in use as a tool of trade from paragraph(a) (the words "resulting from overturning" and "except for loss... or theft")

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

It is hereby declared and agreed that in consideration of an additional premium as stated in the Schedule the indemnity provided by this Policy shall apply in respect of any trailer (including agricultural Implements such as ploughs, harrows and the like) described in the schedule and values set against it. Provided that the Company shall be under no liability under Section I of the Policy in respect of breakage of any part of the agricultural trailer or implements caused by ground obstructions. Schedule of Trailers

*Description	Insured's Declared Value (IDV)

*Insert make, number or some other means of identification. Threshing Machines, Drums, Bailing Machines, Trusses and Tiers must be identified as such.

Subject otherwise to the Terms, Exceptions, Conditions and limitations of this Policy.

IMT .49. EXCLUSION OF LIABILITY TO THE PUBLIC WORKING RISK (Except as required by the Motor Vehicle Act, 1988)

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Insurer shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the operation as a tool of the Motor Vehicle or of plant forming part of the Motor Vehicle or attached thereto.

IMT.50. CINEMA FILM RECORDING AND PUBLICITY VANS

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

IMT.51. Mobile Shops /Canteens and Mobile Surgeries/ Dispensaries

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

* (a) loss of or damage to ..... ** on the motor vehicle.

(b) death of or bodily injury to or illness of any person caused by or through or in connection with or arising from

(i) poisoning of any kind or foreign or deleterious matter in food or drink

(ii) anything harmful in the condition of any goods supplied at or from the motor vehicle or the defective condition of the container of such goods

(iii) anything harmful in the condition of any goods supplied at or from the motor vehicle or defective in any treatment given at or from the motor vehicle

Notes :-

* For Liability only Policies omit proviso (a)

** 1) In the case of "Mobile Shops and Canteens" insert the words "Utensils or stock-in-trade" and omit (iii)

2) In the case of "Mobile Surgeries/Dispensaries insert the words "Surgical instruments medical appliances or supplies".

IMT.52. EXCLUSION OF DAMAGE WHILE IN USE AS A TOOL OF TRADE

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988 the Company shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the operation as a tool of the motor vehicle or of plant forming part of the vehicle insured or attached thereto.

IMT.53. SPECIFIED ATTACHMENTS (SPECIAL TYPE VEHICLES)

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

* Description	Insured's Declared Value (IDV)

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

NOTE :

In the case of pedestrian controlled tractors insert in "Description" in the Schedule of Attachments "any standard attachment of the ... Tractor supplied by the makers."

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

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

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

b) the operation other than in or upon the Motor Vehicle forming part of or attached to

c) the Motor Vehicle.

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

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

(a) death injury or damage caused by or resulting from

(i) subsidence flooding or water pollution.

(ii) damage to pipes or cables arising out of the operation as a tool of the vehicle insured or of any plant forming part of vehicle insured or attached thereto.

(b) damage to property resulting from the manufacture construction alteration repair or treatment of such property by the insured.

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

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

Grievance Redressal:

In case your grievance is not resolved by us or you are not satisfied with the resolution provided by us , you may contact Insurance ombudsman who are available in 17 cities in India. For further details you may visit our website www.royalsundaram.in or www.gbic.co.in/ombudsman.html

a. Any partial or total repudiation of claims by the Company.

b. Any dispute regard to premium paid or payable in terms of the policy.

c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.

d. Delay in settlement of claims.

e. Non-issue of any insurance document to customer after receipt of the premium.

f. Any other grievance.

Goods Carrying - IRDAN102P0005V02201617 | Passenger Carrying - IRDAN102P0007V02201617 | Miscellaneous - IRDAN102P0006V02201617

WHAT IF I EVER NEED TO COMPLAIN?

We hope, of course, that you will never feel the need to complain. Nevertheless, sometimes things do go wrong. When they do, we want to know straight away, so we can put them right as quickly as possible, and take steps to make sure they don't happen again.

In all instances, call our Customer Services at our Chennai office at 1860 425 0000 or e-mail at customer.services@royalsundaram.in or write us to Royal Sundaram General Insurance Co. Limited, Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

Royal Sundaram General Insurance Co. Limited

(Formerly known as Royal Sundaram Alliance Insurance Company Limited)

IRDAI Registration No.102. | CIN: U67200TN2000PLC045611

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