1. Subject to the Limit of liability as laid down in the schedule

i) LIABILITY TO THIRD PARTIES

herein or endorsed or expressed hereon:

That subject to the Terms, Exceptions and Conditions contained

NOW THIS POLICY WITNESSETH:

of insurance.

for such insurance in respect of events occurring during the period

incorporated herein has applied to the Company for the insurance

Whereas the insured by a proposal and declaration dated as stated in

ii. damage to property other than property belonging to

Vehicles Act.

become legally liable to pay in respect of

In terms of and subject to the limitations of the indemnit

that such driver shall as though he/she were the insured

with its written consent.

for the said provisions.

or relating to any event which may be the subject of

Court of Law in respect of any act or alleged offence causing

representation at any Inquest or Fatal Inquiry in respect of

Subject otherwise to the terms exceptions conditions and limitations

PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

Subject otherwise to the terms exceptions conditions and limitations

of this Policy, the Company undertakes to pay compensation as per

the following scale for bodily injury/death sustained by the owner-

driver of the vehicle in direct connection with the vehicle insured or

whilst mounting into/dismounting from or traveling in the insured

vehicle as a co-driver, caused by violent, accidental, external and

visible means which independently of any other cause shall within

six calendar months of such injury result in

2. The Company will also pay all costs and expenses incurred

with its written consent.

In terms of and subject to the limitations of the indemmit

which is granted by this policy to the insured, the Company

will indemnify any driver who is driving the Motor Vehicle

on the insured's order or with insured’s permission provided

that such driver shall as though he/she were the insured

observe fulfill and be subject to the terms exceptions and

incurred by such person indemnify his/her personal

requirements of Rule 3 of the Central Motor Vehicles Rules,

and shall in respect of the liability

Vehicles Act.

taking as personal representative at any Inquest or Fatal Inquiry in respect of

At the time of this policy:

A co-driver means a person who is neither the owner-driver nor the

holder of a valid driving license.

have to the aggregate amount of indemnity to all persons indemnified

and such indemnity shall apply in priority to the insured.

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. ----- during any one period of

insurance.

2) No compensation shall be payable in respect of death or bodily

injury directly or indirectly wholly or in part arising or resulting

from or traceable to (a) intentional self injury suicide or

attempted suicide physical defect or infirmity or (b)an accident

happening whilst such person is under the influence of

intoxicating liquor or drugs.

This cover is subject to

(a) the owner-driver is the registered owner of the vehicle

insured herein;

(b) the owner-driver is the insured named in this policy.

(c) the 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


GENERAL EXCEPTIONS

1. The Company shall not be liable in respect of any claim arising

whilst the vehicle insured herein

(a) being used otherwise than in accordance with the 'Limitations

as to Use'

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.

2. The Company shall not be liable in respect of any claim arising

out of any contractual liability.
3. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.

4. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.

5. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

6. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

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 accident and in the event of any claim. Every letter claim writ summons and/or process shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending Prosecution Inquest or Fatal Inquiry in respect of any accident which may give rise to a claim under this Policy.

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. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.

3. The insured shall take all reasonable steps to maintain the insured vehicle in efficient condition and the company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured.

4. The Company may cancel the policy by sending 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.

5. 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.

6. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute/difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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

8. 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.
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…..* is hereby made to the insured.

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

*To insert Rs.50 for Two wheelers, Rs.100 for private cars Rs.150 for Commercial Vehicles - three wheelers and taxis or Rs.200 for Commercial Vehicles (excluding three wheelers and taxis).

IMT 15. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER OR CLEANER (Applicable to private cars including three wheelers rated as private cars and motorized two wheelers with or without side car (not for hire or reward))

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

<table>
<thead>
<tr>
<th>Details of Injury</th>
<th>Scale of Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Death</td>
<td>100%</td>
</tr>
<tr>
<td>ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye</td>
<td>100%</td>
</tr>
<tr>
<td>iii) Loss of one limb or sight of one eye</td>
<td>50%</td>
</tr>
<tr>
<td>iv) Permanent Total Disablement from injuries other than named above</td>
<td>100%</td>
</tr>
</tbody>
</table>

Provided always that:

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

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

** The registered sitting capacity of the vehicle insured is to be inserted.

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

In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injuries hereinafter defined sustained by any passenger other than the insured and/or the paid driver attendant or cleaner and/or a person in the employ of the insured coming within the scope of the Workmen’s Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in but not driving the insured motor car and caused by violent, accidental, external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:

<table>
<thead>
<tr>
<th>Details of Injury</th>
<th>Scale of Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Death</td>
<td>100%</td>
</tr>
<tr>
<td>ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye</td>
<td>100%</td>
</tr>
<tr>
<td>iii) Loss of one limb or sight of one eye</td>
<td>50%</td>
</tr>
</tbody>
</table>

Provided always that:

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

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

** The registered sitting capacity of the vehicle insured is to be inserted.
iv) Permanent Total Disablement from injuries other than named above 100%

Provided always that

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

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

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

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

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

IMT. 28. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE (For all Classes of vehicles.)

In consideration of an additional premium of Rs. 25/- 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) 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 the Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

*In case of Private cars/ motorised two wheelers (not used for hire or reward) delete this para.

IMT. 29. LEGAL LIABILITY TO EMPLOYEES OF THE INSURED OTHER THAN PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER WHO MAY BE TRAVELLING OR DRIVING IN THE EMPLOYER'S CAR

{Private Cars only/ Motorised two wheelers (not for hire or reward)}

In consideration of the payment of an additional premium @ Rs.25/- per employee insured notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against the insured's liability at Common Law and Statutory Liability under the Fatal Accidents Act, 1855 for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than paid drivers) of the within named insured being carried in or upon or entering in or getting on to or alighting from or driving the vehicle insured. Provided that in the event of an accident whilst the vehicle insured is carrying more than ……. * employees of the insured (including the driver) the insured shall repay to the insurer a rateable proportion of the total amount payable by the insurer by the reason of this endorsement in respect of accident in connection with such vehicle insured.

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

NB. * To insert the number of employees for which the premium has been paid.

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.

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

STANDARD FORM FOR LIABILITY ONLY POLICY
(Applicable to all classes of vehicles with suitable amendments in 'Limitations as to Use')

PR16202/MAR17