INDIA MOTOR TARIFF

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THE TARIFF ADVISORY COMMITTEE (HEREINAFTER CALLED TAC) HAVE LAID DOWN RULES, REGULATIONS, RATES, ADVANTAGES, TERMS AND CONDITIONS AS CONTAINED HEREIN, FOR TRANSACTION OF MOTOR INSURANCE IN INDIA IN ACCORDANCE WITH THE PROVISIONS OF PART II B OF THE INSURANCE ACT, 1938.

THIS TARIFF SUPERSEDES THE PROVISIONS OF THE INDIA MOTOR TARIFF IN EXISTENCE UPTO 30th JUNE 2002.

THE PROVISIONS OF THIS TARIFF ARE BINDING ON ALL CONCERNED AND ANY BREACH OF THE TARIFF SHALL BE A BREACH OF THE PROVISIONS OF THE INSURANCE ACT, 1938.

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GENERAL REGULATIONS

GR.1. Insurance not provided for:

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

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

GR.2. Proposal Forms:

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

GR.3. Policy Forms:

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

A. Types of Policies

There are two types of Policies :

(i) **Liability Only Policy**: This covers Third Party Liability for bodily injury and/ or death and Property Damage .Personal Accident Cover for Owner-Driver is also included.

(ii) **Package Policy:** This covers loss or damage to the vehicle insured in addition to **(i)** above.

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

B. Rating:

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

GR.4. Extension of Geographical Area

The Geographical Area of Motor Policies may be extended to include

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

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

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

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

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

GR.5. Vintage Cars

Any car manufactured prior to 31-12-1940 and duly certified by the **Vintage and Classic Car Club of India** can be considered a Vintage car for the purpose of this tariff.

GR.6. Classic Cars

Any car manufactured after 31-12-1940, but before 31-12-1970, is considered as a Classic Car by the **Vintage and Classic Car Club of India**. **There is however, no provision for special rating or cover for such vehicles under this tariff.**

GR.7. Valued Policies

Under an **Agreed Value Policy** a specified sum agreed as the **insured value of the vehicle** is paid as compensation in case of Total Loss/Constructive Total Loss of the vehicle without any deduction for depreciation.

It is **not** permitted to issue **Agreed Value Policies** under this tariff excepting for policies covering **vintage cars** as defined under 5 above.

For such policies, ***Endorsement IMT- 2 is to be used.***

GR.8. Insured's Declared Value (IDV)

The **Insured's Declared Value (IDV)** of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this tariff and it will be fixed at the commencement of each policy period for each insured vehicle.

The IDV of the vehicle is to be fixed on the basis of manufacturer's listed selling price of the brand and model as the vehicle proposed for insurance at the commencement of insurance /renewal and adjusted for depreciation (as per schedule specified below). The IDV of the side car(s) and / or accessories, if any, fitted to the vehicle but not included in the manufacturer's listed selling price of the vehicle is also likewise to be fixed.

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

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

SCHEDULE OF DEPRECIATION FOR ARRIVING AT IDV

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

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

understanding between the insurer and the insured.

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

GR.9. Depreciation on Parts for Partial Loss Claims

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

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

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

GR.10. Geographical Zones

For the purpose of rating, the whole of India has been divided into the following zones depending

upon the location of the office of registration of the vehicle concerned.

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

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

Zone B: Rest of India

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

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

Zone B All other State Capitals

Zone C Rest of India

GR.11. Period of Insurance

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

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

GR.12. Premium Rates for Short Period Cover

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

SHORT PERIOD SCALE

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

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

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

GR.13. Display of Premium

(a) In case of a **Package Policy**, the Own Damage and the Liability components of premium are required to be displayed separately in the Policy Schedule.

(b) Similarly, all permissible **loadings** on /**discounts** from tariff rates are required to be displayed separately in the policy schedule.

(c) The Own Damage as well as the Liability components of premium are required to be rounded off to the nearest rupee, separately.

GR.14. Computation of Premium

The premium payable on a policy is required to be calculated in accordance with the Premium Computation Tables appearing in the Tariff. For applicable discounts / loadings, if any, reference is also to be made to the relevant GRs as well as regulations contained in the specific section(s) of the Tariff while computing premium.

GR.15. Payment of Premium

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

GR.16. Minimum Premium

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

GR.17. Transfers

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

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

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

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

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

Endorsement IMT - 3 is to be used.

GR.18. Change of Vehicle

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

substitution.

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

Endorsement IMT - 4 is to be used.

GR.19. Vehicles Subject to Hire Purchase Agreement

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

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

GR.20. Vehicles Subject to Lease Agreement

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

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

GR.21. Vehicles Subject to Hypothecation Agreement

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

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

GR.22. Cover Note

(i) Cover Notes insuring Motor Vehicles are to be issued only in **Form 52** in terms of Rule 142 Sub-Rule (1) of the Central Motor Vehicles Rules 1989. (**Refer Section 6 of the India Motor Tariff).**

(ii) In terms of Rule 142, Sub-Rule (2) of Central Motor Vehicles Rules 1989, a Cover Note shall be valid for a period of sixty days from the date of its issue and the insurer shall issue a policy of insurance before the date of expiry of the Cover Note.

GR.23. Certificate of Insurance

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

GR.24. Cancellation of Insurance and Double Insurance

A Cancellation of Insurance

(a) A policy may be cancelled by the insurer by sending to the insured seven days notice of cancellation by recorded delivery to the insured's last known address and the insurer will refund to the insured the pro-rata premium for the balance period of the policy.

(b) A policy may be cancelled at the option of the insured with seven days notice of cancellation and the insurer will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the policy. The balance premium, if any, will be refundable to the insured. Refund of premium will be subject to:

i) there being no claim under the policy, and
ii) the retention of minimum premium as specified in the Tariff.

(c) A policy can be cancelled only after ensuring that the vehicle is insured elsewhere, at least for Liability Only cover and after surrender of the original Certificate of Insurance for cancellation.

(d) **Insurer should inform the Regional Transport Authority (RTA) concerned by recorded delivery about such cancellation of insurance.**

B. Double Insurance

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

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

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

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

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

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

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

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

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

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

1. Where the insured

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

OR

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

AND

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

2. When a duplicate certificate of insurance or cover note has been issued in accordance with the provisions of sub rule (1) on representation that a certificate or cover note has been lost and the original certificate or cover note is afterwards found by the holder, the original certificate or cover note, as the case may be, shall be surrendered to the insurer.

GR.27. No Claim Bonus

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

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

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

Sunset Clause: If at the renewal falling due any time between 1st July 2002 and 30th June 2003, both days inclusive, (after completion of the full policy period of 12 months) an insured becomes entitled to an NCB of 55% or 65% in terms of the Tariff prevailing prior to 1st July

2002, the entitlement of such higher percentage of NCB will remain protected for all subsequent renewals till a claim arises under the policy, in which case the NCB will revert to 'Nil' at the next renewal. Thereafter, NCB if any earned, will be in terms of the above table.

(c) The percentage of applicable NCB is to be computed on the Own Damage premium required for renewal of the insurance after deducting any rebate in respect of "Vehicle Laid Up" under the policy. If the policy period has been extended in lieu of the rebate for the lay up of the vehicle, as per 'Vehicle Laid Up' Regulation, such extended period shall be deemed to have been part of the preceding year of insurance.

(d) The entitlement of NCB shall follow the fortune of the original insured and not the vehicle or the policy. In the event of transfer of interest in the policy from one insured to another, the entitlement of NCB for the new insured will be as per the transferee's eligibility following the transfer of interest.

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

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

(e) The percentage of NCB earned on a vehicle owned by an institution during the period when it was allotted to and exclusively operated by an employee should be passed on to the employee if the ownership of the vehicle is transferred in the name of the employee. This will however require submission of a suitable letter from the employer confirming that prior to transfer of ownership of the vehicle to the employee, it was allotted to and exclusively operated by the employee during the period in which the NCB was earned.

(f) In the event of the insured, transferring his insurance from one insurer to another insurer, the transferee insurer may allow the same rate of NCB which the insured would have received from the previous insurer. Evidence of the insured's NCB entitlement either in the form of a renewal notice or a letter confirming the NCB entitlement from the previous insurer will be required for this purpose.

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

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

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

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

(h) On production of evidence of having earned NCB abroad, an insured may be granted NCB on a new policy taken out in India as per entitlement earned abroad, provided the policy is taken out in India within three years of expiry of the overseas insurance policy, subject to relevant provisions of NCB under these rules.

(i) Except as provided in Rule (g), no NCB can be allowed when a policy is not renewed within 90 days of its expiry.

(j) Except as provided in Rules (g), (h) and (i) above, NCB is to be allowed **only** when the vehicle has been insured continuously for a period of 12 months without any break.

GR.28. Automobile Association Membership Discount:

For valid membership of recognized Automobile Associations such as Automobile Association of Eastern India, the Uttar Pradesh Automobile Association, the Western India Automobile Association, Automobile Association of Southern India, the Automobile Association of Upper India, a discount @ 5% of the Own Damage premium, subject to a maximum of Rs.200/- for a Private Car and maximum of Rs.50/- for a Motorized Two Wheeler may be allowed. It is, however, clarified that irrespective of the number of Associations of which an insured may be a member, discount for only one membership of such Association is to be permitted.

The discount is applicable only on the Own Damage premium under Section I of the Package Policy. Policies covering Fire and/or Theft risks only are not eligible for the discount.

The discount applies to both new business and renewals. If the insured becomes a member of any of the above Automobile Associations, during the currency of the policy, the discount may be allowed pro-rata calculated from the date of his membership of the Association concerned**. On cancellation or termination of the membership of the Automobile Association during the currency of the**

policy, pro rata discount from the date of cancellation/ termination of membership till the expiry of the policy is to be recovered from the insured.

Application of this discount will require attachment of ***Endorsement IMT – 8.*** The insurers, however, should ascertain the validity of the membership at each renewal before granting the discount.

The discount is applicable only to individual owners or joint owners or companies who are members of the above mentioned Automobile Associations.

A member of the above mentioned Automobile Associations, who buys a private car/motorized two wheeler under Hire Purchase system or under a leasing agreement and has the sole use of it and pays the insurance premium, shall be entitled to the discount for Automobile Association membership, provided he/she is otherwise eligible to receive the discount under the rules. The name of such hire purchaser/lessee is to be stated on the policy.

GR.29. Discount for Vintage Cars

Private Cars certified by the Vintage and Classic Car Club of India as Vintage Cars will be eligible for 25% discount on Own Damage Premium.

For mid-term certification as Vintage Car pro-rata proportion of the tariff discount for the unexpired period of the policy is to be allowed.

Endorsement IMT – 9 is to be used.

GR.30. Discount for Anti-Theft Devices

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

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

Endorsement IMT – 10 is to be used.

GR.31. Concession for Laid-Up Vehicles

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

I. For Liability Only Policy -

a) A pro-rata return of premium for the period during which the vehicle is so laid up, which

return will be credited to the insured in consideration of suspension of the insurer's liability under the policy during the period of lay-up.

The credited return of premium will be deducted from the next renewal premium. **This cannot be given as cash refund even if the policy is not renewed with the same insurer.**

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

OR

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

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

II. For Package Policy

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

a) a pro rata return of premium for the period during which the vehicle is so laid up will be credited to the insured after retention of pro rata premium for the lay-up period in the tariff rate for Fire and/or Theft Risks as applicable for the class of vehicle concerned.

The credited return of premium will be deducted from the next renewal premium. **This cannot be given as cash refund even if the policy is not renewed with the same insurer.**

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

OR

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

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

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

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

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

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

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

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

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

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

In case of vehicles specially designed / modified for use of blind, handicapped and mentally challenged persons, a discount of 50% may be allowed on the Own Damage premium in respect of both privately owned vehicles and vehicles owned and used by institutions engaged exclusively in the services of the blind, handicapped and mentally challenged persons. The discount is to be allowed only in respect of such vehicles, which have been suitably endorsed in the Registration Certificate by the RTA concerned.
Endorsement IMT –12 is to be used.

GR.34. Registration, use and Insurance

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

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

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

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

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

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

No Certificate of Insurance or Cover Note which includes a Certification is permitted to be

issued in such cases.

Endorsement IMT 13 is to be used.

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

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

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

Endorsement IMT 14 is to be used.

GR.36. Personal Accident (PA) Cover under Motor Policy (not applicable to vehicles covered under Section E, F and G of Tariff for Commercial Vehicles)

A. Compulsory Personal Accident Cover for Owner-Driver

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

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

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

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

TYPE OF VEHICLES	CAPITAL SUM INSURED (Rs.)	PREMIUM (Rs.)	COVER
Motorised Two	1 lakh	50/-	i) 100% of CSI for Death, Loss of Two Limbs or sight of both eyes or one

Wheelers			limb and sight of one eye. ii) 50% of CSI for Loss of one Limb or sight of one eye. iii)100% for Permanent Total Disablement from injuries other than named above.
Private Cars	2 lakhs	100/-	i)100% of CSI for Death, Loss of Two Limbs or sight of both eyes or one limb and sight of one eye. ii)50% of CSI for Loss of one Limb or sight of one eye. iii)100% for Permanent Total Disablement from injuries other than named above
Commercial vehicles	2 lakhs	100/-	i) 100% of CSI for Death, Loss of Two Limbs or sight of both eyes or one limb and sight of one eye. ii) 50% of CSI for Loss of one Limb or sight of one eye. iii)100% for Permanent Total Disablement from injuries other than those named above.

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

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

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

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

   Endorsement IMT – 15 is to be used.

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

   Endorsement IMT – 16 is to be used.

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

Endorsement IMT – 17 is to be used.

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

Endorsement IMT – 18 is to be used.

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

DESCRIPTION OF BENEFITS	**% OF CAPITAL SUM INSURED**	**PREMIUM FOR EVERY UNIT OF CSI OF Rs.10,000/- OR PART THEREOF (IN Rs)**		
		Pvt.Car	***Mot.TwoWheeler***	***Com.Veh.***
i) Death only	100%	5	7	6
ii) Loss of Two Limbs or sight of two eyes or one limb and sight of one eye	100%	5	7	6
iii) Loss of one Limb or Sight of one eye	50%	5	7	6
iv) Permanent Total Disablement from injuries other than named above	100%	5	7	6

GR.37. Cover for vehicles imported without customs duty

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

Endorsement IMT - 19 is to be used.

GR.38. Vehicles requisitioned by Government

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

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

A. Limits of cover for Third Party Property Damage (other than for goods carried in the insured vehicle) under **Liability Only** policies and under Section II – 1(ii) of various **Package** policies are

as per the following table:- (This provision shall not apply to vehicles ratable under Class G – Tariff for Motor Trade - Internal Risks)

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

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

Endorsement IMT - 20 is to be used.

Mid-term change of TPPD limits is not permitted.

GR.40. Compulsory Deductibles.

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

TYPE OF VEHICLES			**COMPULSORY DEDUCTIBLES (Rs)**
Commercial Vehicles (other than vehicles rateable under Class-D,E,F and G of CVT)	**Goods carrying Vehicles**	**Passenger carrying Vehicles**	
	Not exceeding 7500 Kg. GVW	Not exceeding 17 passengers	500/-
	Exceeding 7500 Kg. GVW but not exceeding 16500 Kg. GVW	Exceeding 17 passengers but not exceeding 36 passengers	1000/-
	Exceeding 16500 Kg. GVW	Exceeding 36 passengers	1500/-
Vehicles rateable under Class D of the Commercial Vehicles Tariff (CVT)			0.5% of IDV of the vehicle subject to a minimum of Rs. 2000/-
Vehicles rateable under Class E, F and G of the Commercial Vehicles Tariff (CVT)			Rs.50/-for two-wheelers and Rs. 500/- for others
Taxis and Three Wheelers rated as Commercial Vehicles (Not exceeding 1500cc)			500/-
Taxis and Three Wheelers rated as Commercial Vehicles (Exceeding 1500 cc)			1000/-
Private Cars including three wheelers rated as Private Cars(Not exceeding1500cc)			500/-
Private Cars including three wheelers rated as Private Cars (Exceeding 1500 cc)			1000/-
Motorized Two Wheelers.			50/-

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

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

a. For all commercial vehicles excluding taxis and motorized two wheelers
b. carrying passengers for hire or reward– ***Endorsement IMT – 21 is to be used.***

c. For private cars, three wheelers rated as private cars, all motorized two wheelers and taxies – ***Endorsement IMT– 22 is to be used.***

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

GR.41. Electrical / Electronic fittings

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

Endorsement IMT- 24 is to be used.

GR.42. Use of CNG / LPG fuel

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

Endorsement IMT- 25 is to be used.

(b) Where the vehicle is fitted with only CNG/ LPG engine or where the vehicle is fitted with bi-fuel system referred above but the value of the CNG / LPG kit is not separately available, reference is to be made to TAC for advice on rating of Own Damage cover.

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

GR.43. Fibre glass fuel tanks

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

GR. 44. Vehicles used for Driving Tuitions

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

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

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

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

GR. 45A Restricted cover for Fire and / or Theft Risks
(Only while the vehicle is in garage and not in use)

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

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

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

Endorsement IMT 26 is to be used.

Compulsory deductibles as in GR.40 shall apply.

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

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

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

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

No other discount is permissible.

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

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

Issuance of this restricted cover is prohibited for vehicles rateable under Class – D, Tariff for

Miscellaneous and Special Types of Vehicles.

Risk Covered	Premium
Liability Only Policy with Fire only cover	Liability Only Premium + 25% of the appropriate OD Premium for the vehicle
Liability Only Policy and Theft	Liability Only Premium + 30% of the appropriate OD Premium for the vehicle
Liability Only Policy and Fire & Theft	Liability Only Premium + 50% of the appropriate OD Premium for the vehicle

Endorsement IMT 27 is to be used.

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

Compulsory deductible as in GR- 40 shall apply

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

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

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

N. B. The following discounts are permissible

(a) NCB on Fire and/or Theft components of the premium

(b) Discounts on fire and / or theft risks premium components for voluntary deductibles for vehicles rateable under Tariff for Private Cars / Motorized Two Wheelers.

(c) Discounts for Membership of recognised Automobile Associations as per **GR.28** for vehicles rateable under Tariff for Private Cars / Motorized Two Wheelers.

GR. 46. Vehicles driven by non-conventional source of power.

For rating of vehicles driven solely by any non-conventional source of power, like battery etc., and permitted by **RTA** s, reference may be made to TAC.

GR. 47. Submission of Statistics

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

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

GR. 48. Interpretation of India Motor Tariff

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

SECTION – 2

TARIFF FOR PRIVATE CAR

REGULATIONS

1. SCOPE:

(a) Private Car Type Vehicles used for social, domestic and pleasure purposes and also for professional purposes **(excluding the carriage of goods other than samples)** of the insured or used by the insured's employees for such purposes **but excluding use for hire or reward, racing, pace making, reliability trial, speed testing and use for any purpose in connection with the Motor Trade.**

(b) Motorized three wheeled vehicles (including motorized rickshaws / cabin body scooters **used for private purposes only**)

N.B. 1. Motorized three wheeled vehicles (including motorized rickshaws/ cabin body scooters **used for private purposes only)**, with engine cubic capacity **exceeding 750 cc but not exceeding 1000 cc,** are to be rated on the basis of **minimum cubic capacity of 1000 cc.** Motorized three wheeled vehicles with engine cubic capacity not exceeding 750 cc. are also to be rated as Private Cars with 50% discount on Own Damage premium only. The premium rates shall however not be less than the rates applicable for motorized two wheelers prescribed for the same CC and age under Section-3 of this tariff. **The Premium for Liability cover and / or for any extra benefits should be collected in full.**

N.B. 2. Motorized three wheeled vehicles used for carriage of either own goods or for hire or reward are rateable under **Class A.3 / Class A.4** (as applicable) **of the Commercial Vehicles Tariff.**

N.B. 3. Motorized three wheeled vehicles (including motorized rickshaws / cabin body scooters) used for carrying passengers for hire or reward are rateable under **Class C. 1 /Class C. 2 / Class C.3 (as applicable) of the Commercial Vehicles Tariff.**

N.B. 4. Vehicles used for driving tuitions. – Refer to GR 44.

2. PREMIUM RATING :

Rating Factors : The premium rating is based on the following factors:

a) **Insured's Declared Value (IDV) of the vehicle (For determining IDV-Refer to GR.8)**

b) **Cubic Capacity**

c) **Geographical Zones**

d) **Age of the vehicle**

POLICY SCHEDULE WORDING REGARDING LIMITATIONS AS TO USE AND DRIVER

LIMITATIONS AS TO USE

The Policy covers use of the vehicle for any purpose other than

a) Hire or Reward
b) Carriage of goods (other than samples or personal luggage)
c) Organized racing
d) Pace making
e) Speed testing
f) Reliability Trials
g) Use in connection with Motor Trade

Note: In case of vehicles used for Driving Tuition add the words "other than for the purpose of driving tuition" after the words 'hire or reward'.

DRIVER
Any person including the insured

Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license.

Provided also that 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.

4. COVER NOTE, CERTIFICATE OF INSURANCE AND POLICY ARE TO BE ISSUED ONLY IN THE STANDARD FORMS GIVEN AS PER SECTION 6 OF THE INDIA MOTOR TARIFF. (REFER TO GR.22, GR.23 AND GR.3)

5. LIMITS OF LIABILITY FOR THIRD PARTY

a) Under Section II -1 (i) of the Package policy (Under Section 1 (i) of the Liability Only Policy)	As per requirements of Motor Vehicle Act, 1988
b) Under Section II –1 (ii) of the Package policy (Under Section 1(ii) of the Liability Only Policy)	**Rs. 7.5 lakhs** **or** **Rs.6,000/-,** where the proposer / insured opts to limit the TPPD liability to the statutory limit of Rs.6000/-. ***Endorsement IMT-20 is to be used***.

NB. 1. The limit under 5 (b) above is in respect of any one claim or series of claims arising out of one event / occurrence.

NB. 2. If at the insured's option, the expiring TPPD cover stands limited to the statutory limit of Rs. 6,000/-, an additional premium of Rs. 100/- is to be charged for changing the TPPD cover to Rs. 7.5 lakhs on renewal.

6. SCHEDULE OF PREMIUM

i) Zones - For the purpose of rating under this tariff the whole of India has been divided into the following zones depending upon the location of the office of registration of the vehicle concerned:

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

Zone B: Rest of India

ii) Minimum values for the purpose of computation of premium, in respect of private cars shall be as under irrespective of any lower value proposed for insurance.

Cubic Capacity	**Minimum Value**
Not exceeding 1000 cc	**Rs. 15,000/-**
Exceeding 1000 cc but not exceeding 1500 cc	**Rs. 20,000/-**
Exceeding 1500 cc	**Rs. 30,000/-**

A. RATES OF PREMIUM FOR OWN DAMAGE COVER

Age of the vehicle ⇩	ZONE B			ZONE A		
	CUBIC CAPACITY			CUBIC CAPACITY		
	Not exceed -ing 1000 cc	Exceed -ing 1000cc but not exceed -ing 1500 cc	Exceeed -ing 1500 cc	Not exceed -ing 1000 cc	Exceeding 1000cc but not exceed - ing 1500 cc	Exceeding 1500 cc
Not exceeding 5 years	3.039 % on IDV	3.191 % on IDV	3.343 % on IDV	3.127 % on IDV	3.283 % on IDV	3.440 % on IDV
Exceeding 5 years but not exceeding 10 years	3.191 % on IDV	3.351 % on IDV	3.510 % on IDV	3.283 % on IDV	3.447 % on IDV	3.612 % on IDV
Exceeding 10 years	3.267 % on IDV	3.430 % on IDV	3.594 % on IDV	3.362 % on IDV	3.529 % on IDV	3.698 % on IDV

NB. 1 Compulsory deductible as in GR. 40 shall apply.
NB. 2 Additional premium for electrical / electronic items as in GR. 41 shall apply.
NB. 3 Additional premium for CNG / LPG fuel as in GR. 42 shall apply.
NB 4. Additional premium for compulsory PA cover to owner-driver as in GR 36 shall apply.

DISCOUNTS

The following discounts may be granted.

a. Voluntary deductibles.

Insured may opt for higher deductible over and above the compulsory deductible **(GR.40)** in which

case discount will be allowed as per the following:-

VOLUNTARY DEDUCTIBLE	DISCOUNT
Rs. 2500	**20% on the OD premium of the vehicle, subject to a maximum of Rs. 750/-**
Rs. 5000	**25% on the OD premium of the vehicle, subject to a maximum of Rs. 1500/-**
Rs. 7500	**30% on the OD premium of the vehicle, subject to a maximum of Rs. 2000/-**
Rs. 15000	**35% on the OD premium of the vehicle, subject to a maximum of Rs. 2500/-**

N.B. These deductibles are to be added to the appropriate compulsory deductibles provided under G.R.– 40 and the total figure thus arrived at should be substituted for the compulsory deductible figure appearing in ***Endorsement IMT - 22. A.***

b. No Claim Bonus as in **GR.27.**

c. Automobile Association Discount as in **GR.28.**

d. Discount for Vintage Car as in **GR.29.**

e. Discount for Anti-Theft Devices as in **GR.30.**

No other discount is permissible.

B. PREMIUM FOR LIABILITY ONLY COVER

CUBIC CAPACITY OF THE VEHICLE	PREMIUM
Not exceeding 1000 cc	**Rs.500/-**
Exceeding 1000cc but not exceeding 1500 cc	**Rs.600/-**
Exceeding 1500 cc	**Rs.700/-**

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

C. RESTRICTED COVER FOR FIRE AND / OR THEFT RISKS
(Only while the vehicle is in garage and not in use) - Refer to GR.45.A

D. RESTRICTED COVER FOR LIABILITY ONLY WITH FIRE AND / OR THEFT RISKS - Refer to GR. 45.B

7. EXTRA BENEFITS

Premium for each of the following extra benefit opted for by the insureds is to be shown separately in the premium computation table:

(i) Legal liability to paid drivers /and/or cleaner employed in connection with the operation and/or maintenance of motor vehicle under the Workmen's Compensation Act, Fatal Accidents Act and at Common Law

(ii) Legal Liability to employees of the insured traveling in and / or driving the employer's vehicle.

Liability to employees of the insured traveling in or driving the employer's vehicle, either excluding or including the paid driver may be covered on payment of Additional Premium @ **Rs. 25/-** per employee, the premium being chargeable on the total number of such employees carried (including the paid driver, if applicable) but not exceeding the maximum licensed seating capacity of the vehicle. The Additional Premium of **Rs.25/-** per employee is net irrespective of any period of insurance not exceeding 12 months.

Endorsement IMT-28 (for paid driver and/or cleaner) or IMT-29 (employees other than paid driver and/or cleaner) as applicable is to be used.

(ii) Trailers :

Trailers to be used with any vehicle rateable under this tariff can not be insured separately and the scope of cover on the trailer(s) is to correspond to the cover for the towing vehicle. Each such trailer is required to be specifically identified by its Registration Number and separate IDV is to be declared for each such trailer. Issuance of floater policy covering such trailers is strictly prohibited.

Premium Schedule for Trailers

Type of Policy	OD Premium	TP Premium
Package policy	Rs. 50/- + 0.5% on IDV	Rs. 125/-
Liability Only policy	Not applicable	Rs. 125/-
Fire or Theft Policy	Rs. 20/- + 0.20% on IDV	Not applicable
Fire and Theft Policy	Rs. 30/- + 0.30% on IDV	Not applicable
Liability Only Policy with Fire or Theft cover	Rs. 20/- + 0.20% on IDV	Rs. 125/-
Liability Only Policy with Fire and Theft cover	Rs. 40/- + 0.40% on IDV	Rs. 125/-

Endorsement IMT - 30 is to be used.

(iii) Rallies held in India

Policies may be extended to include use of the insured vehicle in a particular rally organized by any recognised motoring organization on payment of the following additional premium :-

Type of Policy	Additional Premium
For Package Policies	**Rs. 60/- for the first day and Rs. 30/- for each succeeding day of the rally.**

For Liability Only Policies	**Rs. 25/- for the first day and** **Rs. 15/- for each succeeding day of the rally.**

Endorsement IMT-31 is to be used for such extensions.

N.B. 1 The compulsory deductibles for the Own Damage cover under Package Policy referred to under GR 40 will become **Rs. 5000**/- for each and every claim **for the entire duration of this extension only.**

N.B. 2. The extension does not cover either the driver and / or the passengers carried in the vehicle or the promoters of the event.

N.B. 3. This extension does not apply to speed tests, dexterity trials, hill climbs or motor racing (whether organized separately or included in the course of a rally).

Rally extensions may be further extended to include **motor racing, speed tests, dexterity trials, hill climbs or motor racing (whether organized separately or included in the course of a rally)** by charging a loading of 300% of both Own Damage and Liability Only premiums **at Short Period rates** for the duration of the rally, but with the **exclusion** of any cover in respect of either the owner-driver, driver and / or passengers carried in the vehicle or the promoters of the event.

(iv) Reliability Trials Conducted in India by Manufacturers of Vehicles in India

If such trials are to be insured, reference is to be made to TAC with the appropriate details.

(v) Accidents to Soldiers/ Sailors/Airmen employed as Drivers by Defence officials in their private capacity:-

Legal liability of defense officials under Army/Navy/Airforce regulations for bodily injury/death caused to soldiers/sailors/airmen employed as drivers by them in their private capacity whilst driving the vehicle insured (including mounting into, dismounting from or traveling in the vehicle) may be covered at an additional premium of Rs 100/- provided the drivers hold effective driving license.

The additional premium of Rs 100/- is a flat premium chargeable for a period of insurance not exceeding 12 months.

Endorsement IMT - 32 is to be used.

SECTION – 3

TARIFF FOR MOTORISED TWO WHEELERS

REGULATIONS

1. SCOPE :

This Tariff is applicable to motorized two wheelers (with or without side car) used for social, domestic and pleasure purposes and for professional purposes **(excluding the carriage of goods other than samples**) of the insured or used by the insured's employees for such purposes **but excluding use for hire or reward, racing, pace making, reliability trial, speed testing and use for any purpose in connection with the Motor Trade.**

NOTES

i) Motorized two wheelers (with or without side cars) used for carrying passengers for hire or reward are rateable under **Class C.4 of the Tariff for Commercial Vehicles**

ii) Motorized two wheelers (with or without side cars) used for Motor Trade purposes (Road Risks only) are rateable under **Class F of the Tariff for Commercial Vehicles.**

iii) Vehicles used for driving tuitions. – **Refer to GR 44.**

2. PREMIUM RATING :

Rating Factors : The premium rating is based on the following factors:

a) **Insured's Declared Value (IDV) of the vehicle (For determining IDV-Refer to GR.8)**
b) **Cubic Capacity**
c) **Geographical Zones**
d) **Age of the vehicle**

3. POLICY SCHEDULE WORDING REGARDING LIMITATIONS AS TO USE AND DRIVER CLAUSE

A. Limitations as to use:

Use only for social, domestic and pleasure purposes and for the insured's business or profession. The Policy does not cover use for hire or reward, tuition, racing, pace making, reliability trial, speed testing, carriage of goods(other than samples or personal luggage) in connection with any trade or business or use for any purpose in connection with Motor Trade.

N.B. 1 In case of vehicles used for Driving Tuition add the words "other than for the purpose of driving Tuition" after the words 'hire or reward'.

N.B. 2 Where use of the two wheeler is to be restricted to use only with a side-car attached, the words "or use unless a side-car is attached to the Motorized two wheelers" may be added after the words "Motor Trade" above.

B. Driver

Any person including the insured

Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license,

Provided also that 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.

4. POLICIES ISSUED OTHER THAN TO INDIVIDUALS

Policies may be issued in the name of joint owners or companies without additional premium. Certificate of Insurance with standard wording is applicable.

5. COVER NOTE, CERTIFICATE OF INSURANCE AND POLICY ARE TO BE ISSUED ONLY IN THE STANDARD FORMS GIVEN IN SECTION 6 OF THE INDIA MOTOR TARIFF. (PLEASE REFER GR.22 AND GR.23 AND GR.3)

6. LIMITS OF LIABILITY FOR THIRD PARTY

a) Under Section II -1 (i) of the Package policy (Under Section 1(i) of the Liability Only Policy)	As per requirements of Motor Vehicle Act, 1988
b) Under Section II –1 (ii) of the Package policy (Under Section 1(ii) of the Liability Only Policy)	**Rs. 1 lakh** **or** **Rs.6,000/-,** where the proposer / insured opts to limit the TPPD liability to the statutory limit of Rs.6000/-. ***Endorsement IMT-20 is to be used***.

NB. 1. The limit under 6 (b) above is in respect of any one claim or series of claims arising out of one event / occurrence.

NB. 2. If at the insured's option, the expiring TPPD cover stands limited to the statutory limit of Rs. 6,000/-, an additional premium of Rs. 50/- is to be charged for changing the TPPD cover to Rs. 1 lakh on renewal.

7. SCHEDULE OF PREMIUM

(i) **Zones** - For the purpose of rating under this tariff the whole of India has been divided into the following zones depending upon the location of the office of registration of the vehicle concerned:

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

Zone B: Rest of India.

(ii) **Minimum values for the purpose of computation of premium**, in respect of motorized two wheelers shall be as under irrespective of any lower value proposed for insurance.

CUBIC CAPACITY	MINIMUM VALUE
Not exceeding 150 cc	Rs. 5,000/-
Exceeding 150 cc but not exceeding 350 cc	Rs. 6,000/-
Exceeding 350 cc	Rs. 7,000/-

(iii) If a two wheeler is used with a side car attached, 25% discount may be allowed on the Own Damage premium arrived at after addition of premium if any, for electric/electronic items and for use of CNG/LPG fuel.

(iv) A three wheeler designed for operation by physically handicapped persons should be rated as a ***two wheeler with side car***.

A. PREMIUM RATES FOR OWN DAMAGE COVER

Age of the vehicle ⇩	ZONE B			ZONE A		
	CUBIC CAPACITY			CUBIC CAPACITY		
	Not exceed-ing 150 cc	Exceed-ing 150c but not exceed-ing 350 cc	Exceeed-ing 350 cc	Not exceed-ing 150 cc	Exceed-ing 150c but not exceed-ing 350 cc	Exceeed-ing 350 cc
Not exceeding 5 years	1.676 % on IDV	1.760 % on IDV	1.844 % on IDV	1.708 % on IDV	1.793 % on IDV	1.879 % on IDV
Exceeding 5 years but not exceeding 10 years	1.760 % on IDV	1.848 % on IDV	1.936 % on IDV	1.793 % on IDV	1.883 % on IDV	1.973 % on IDV
Exceeding 10 years	1.802 % on IDV	1.892 % on IDV	1.982 % on IDV	1.836 % on IDV	1.928 % on IDV	2.020 % on IDV

NB. 1. Compulsory Deductible as in GR 40 shall apply.

NB. 2. Additional premium for electrical / electronic items as in GR 41 shall apply.

NB. 3. Additional premium for use of CNG / LPG fuel as in GR 42 shall apply.

NB. 4. Additional Premium for compulsory PA cover to owner-driver as is GR 36 shall apply.

DISCOUNTS

The following discounts may be granted.

a) Voluntary Deductibles

Insured may opt for higher deductible over and above the compulsory deductible **(GR- 40)** in which case suitable discount will be allowed as per the following table:-

Voluntary Deductible	Discount
Rs. 500	**5% on the OD premium of the two wheeler, subject to a maximum of Rs. 50/-.**
Rs. 750	**10% on the OD premium of the two wheeler, subject to a maximum of Rs.75/-**
Rs. 1000	**15% on the OD premium of the two wheeler, subject to a maximum of Rs.125/-**
Rs. 1500	**20% on the OD premium of the two wheeler, subject to a maximum of Rs.200/-**
Rs. 3000	**25% on the OD premium of the two wheeler, subject to a maximum of Rs.250/-**

N.B. These deductibles are to be added to the appropriate compulsory deductibles provided under G.R.– 40 and the total figure thus arrived at should be substituted for the compulsory deductible figure appearing in ***Endorsement IMT - 22 A.***

b) No Claim Bonus as in GR. 27.

c) Automobile Association Discount as in G.R. 28

d) Discount for Anti-Theft Devices as in G.R.30

e) Discount for side-car as in item 7 (iii) of this section.

No other discount is permissible.

B. Premium for Liability Only cover

CUBIC CAPACITY OF THE VEHICLE	PREMIUM
Not exceeding 75 cc	Rs.135/-
Exceeding 75 cc but not exceeding 150 cc	Rs.160/-
Exceeding 150 cc but not exceeding 350 cc	Rs.175/-
Exceeding 350 cc	Rs.190/-

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

C. Restricted cover for Fire and / or Theft Risks - Refer to GR 45 A
(Only while the vehicle is in garage and not in use)

D. Restricted cover for Liability Only and Fire and/or Theft Risks-Refer to GR 45 B

8. EXTRA BENEFITS

NOTES

a) Premium for each of the following extra benefits opted for by the insured is to be shown separately in the Premium Computation Table.

b) Except extra benefit No.(ii), all other benefits are to be insured **not separately** but only in conjunction with a Package Policy. Extra benefit No.(ii) may be insured in conjunction with both Liability Only Policy and Package Policy.

i. Loss of Accessories :

Loss of accessories, the property of the Insured , by Theft may be covered at an additional premium @ 3% of the value of the accessories specifically declared by the proposer / insured in the proposal form and or in a letter forming part of the proposal from, subject to a minimum premium of Rs.50/- for this extra benefit only.

Endorsement IMT – 33 is to be used.

ii. Legal Liability to persons employed (Paid Drivers/Cleaners) in connection with the operations and/or maintenance of the two wheeler under the Workmen's Compensation Act, 1923, Fatal Accidents Act, 1855 and at Common Law

Legal Liability to persons employed (paid drivers/cleaners) in connection with the operations and/or maintenance of the two wheeler under the Workmen's Compensation Act, 1923, Fatal Accidents Act, 1855 and at Common Law may be insured at an additional premium of Rs. 25/- per employee. The Additional Premium of **Rs.25/-** per employee is net irrespective of any period of insurance not exceeding 12 months.

Endorsement IMT -28 is to be used .

iii. Liability to the employees of the insured (other than Paid drivers/Cleaners) who may be driving/riding the employer's two wheeler .

Liability to the employees of the insured (other than paid drivers/cleaners), who may be driving/riding the employer's two wheeler may be insured at an additional premium of Rs.60/-.

Endorsement IMT- 29 is to be used.

iv. Rallies held in India

Policies may be extended to include use of the insured two wheeler in a particular rally organized by any recognised motoring organization on payment of the following additional premium :-

Type of Policy	**Additional Premium**
For Package Policies	Rs. 35/- for the first day and Rs. 20/- for each succeeding day of the rally.
For Liability Only Policies	Rs. 15/- for the first day and Rs. 10/- for each succeeding day of the rally.

Endorsement IMT- 31 **is to be used for such extensions.**

N.B. 1. The compulsory deductible for the Own Damage cover under Package Policy referred to under GR 40 will become **Rs. 2500**/- for each and every claim **for the entire duration of this extension only.**

N.B. 2. The extension does not cover either the driver and / or the passengers carried in the two wheeler or the promoters of the event.

N.B. 3. This extension does not apply to speed tests, dexterity trials, hill climbs or motor racing (whether organized separately or included in the course of a rally).

Rally extensions may be further extended to include **motor racing, speed tests, dexterity trials, hill climbs or motor racing (whether organized separately or included in the course of a rally**) by charging a loading of 300% of both Own Damage and Liability Only premiums **at Short Period rates** for the duration of the rally, but with the exclusion of any cover in respect of either the owner-driver, driver and / or passengers carried in the vehicle or the promoters of the event.

v. Reliability Trials Conducted in India by Manufacturers of Vehicles in India

If such reliability trials are to be covered, reference is to be made to TAC with appropriate details.

SECTION 4

TARIFF FOR COMMERCIAL VEHICLES

REGULATIONS

1. SCOPE

The Commercial Vehicles Tariff (CVT) is applicable to all vehicles not provided for under any other section of this Tariff, excluding vehicles running on rails.

The CVT is classified as follows:

A. Tariff for Goods Carrying Vehicles

A.1 Public Carriers **}**
} other than three wheelers
A.2 Private Carriers **}**

A.3 Goods Carrying Motorized Three Wheelers and Motorized Pedal Cycles. (Public Carriers)

A.4 Goods Carrying Motorized Three Wheelers and Motorized Pedal Cycles. (Private Carriers)

B. Tariff for Trailers

C. Tariff for Vehicles used for carrying Passengers for Hire or Reward

This Tariff is sub classified into :

C.1 Tariff for four wheeled vehicles and three wheeled vehicles used for carrying passengers for hire or reward with carrying capacity not exceeding 6 passengers.

C.2 Tariff for four (or more) wheeled passenger carrying vehicles with carrying capacity exceeding 6 passengers and three wheeled passenger carrying vehicles with carrying capacity exceeding 17 passengers for hire or reward.

C.3 Tariff for motorized three wheeled passenger carrying vehicles with carrying capacity exceeding 6 passengers but not exceeding 17 passengers for hire or reward.

C.4 Tariff for motorized two wheelers used for carrying passengers for hire or reward.

D. Tariff for Miscellaneous and Special Type of vehicles

E. Tariff for Motor Trade -- Road Transit Risks only

F. Tariff for Motor Trade -- Road Risks only

G. Tariff for Motor Trade -- Internal Risks only

NOTES:

(i) Any vehicle used for hire (other than for private hire) is not to be insured under the Motor Trade Tariff.

(ii) The term **Goods Carrying Vehicles** includes any type of motor vehicles used for the transport of goods.

(iii) An **Articulated Vehicle** means a towing vehicle to which a trailer is attached in such a manner that part of the trailer is superimposed on and part of the weight of the trailer is borne by the towing vehicle, the towing vehicle and the trailer being registered as one unit.

Articulated vehicles are to be rated under the appropriate class of the tariff based on the actual use of the vehicles.

For the purpose of computing premium, a tractor and one superimposed trailer shall be treated as one vehicle. Additional trailers are to be treated as **trailers**. Where trailers used with a tractor are of differing carrying capacities, the trailer with the highest carrying capacity is to be taken into account in computing the vehicle premium.

(iv) Vehicles used for driving tuitions. – Refer to GR 44.

(v) Cover Note, Certificate of Insurance and Policy are to be issued only in the Standard forms given in Section 6 of the India Motor Tariff. (Refer to GR.22, GR.23 and GR.3)

2. RATING FACTORS:

Rating of vehicles under the CVT (except four wheeled vehicles with carrying capacity not exceeding 6 passengers, Two wheelers, Trailers and Motor Trade vehicles) is based on the following factors:

a) **IDV** (Refer to GR –8)

b) **Zones** - For the purpose of rating under this tariff the whole of India has been divided into the following zones depending upon the location of the office of registration of the vehicle concerned:

(i) Commercial Vehicles rateable under Section 4.C.1 and C.4.

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

Zone B: Rest of India

(ii) All Other Commercial Vehicles

Zone A Chennai, Kolkata, Mumbai, New Delhi.

Zone B All other State Capitals

Zone C Rest of India

c) **Age of Vehicle**

d) **Gross Vehicle Weight (GVW) / Licensed Carrying Capacity (LCC) as applicable**.

NB: FOR APPLICABLE DISCOUNTS/LOADINGS, IF ANY, REFERENCE IS ALSO TO BE MADE TO THE RELEVANT GENERAL REGULATIONS UNDER SECTION - I AS WELL AS THE PROVISIONS CONTAINED UNDER THE VARIOUS SECTIONS OF THE TARIFF FOR COMMERCIAL VEHICLES.

3. MINIMUM VALUES

Minimum values for the purpose of computation of premium, in respect of commercial vehicles shall be as under irrespective of any lower value proposed for insurance.

TYPE OF VEHICLES		MINIMUM VALUE
Three Wheeled Goods carrying Vehicles with GVW not exceeding 1200 kgs.		**Rs. 5000/-**
Other Goods Carrying Vehicles with GVW	**Not exceeding 2000 Kgs.**	**Rs. 5000/-**
	Exceeding 2000 Kgs. but not exceeding 6000 Kgs	**Rs.20,000/-**
	Exceeding 6000 Kgs. but not exceeding 12000 Kgs	**Rs.30,000/-**
	Exceeding 12000 Kgs.	**Rs.40,000/-**
Trailers		**Rs. 3,000/- per Trailer**
Four wheeled vehicles with carrying capacity not exceeding 6 passengers with corresponding Cubic Capacity of Engine:	**Not exceeding 1500 cc.**	**Rs.15,000/-**
	Exceeding 1500 cc.	**Rs.30,000/-**

TYPE OF VEHICLES		MINIMUM VALUE
Three Wheelers with carrying capacity not exceeding 6 passengers with corresponding Cubic Capacity of Engine:	**Not exceeding 150cc**	**Rs. 1,500/-**
	Exceeding 150cc.but not exceeding 250 cc.	**Rs.2,500/-**
	Exceeding 250 cc.	**Rs. 4,000/-**

Three wheelers with carrying capacity exceeding 6 passengers but not exceeding 17 passengers	**Rs.25,000/-**
Four wheeled passenger carrying vehicles with carrying capacity exceeding 6 passengers but not exceeding 17 passengers	**Rs.20,000/-**
Four (or more) wheeled and three wheeled passenger carrying vehicles with carrying capacity exceeding 17 passengers but not exceeding 36 passengers	**Rs.30,000/-**
Four (or more) wheeled passenger carrying vehicles with carrying capacity exceeding 36 passengers but not exceeding 60 passengers	**Rs. 50000/-**
Four (or more) wheeled passenger carrying vehicles with carrying capacity exceeding 60 passengers	**Rs. 60000/-**
Two wheeler passenger carrying vehicles with or without side car	**As per tariff applicable to motorized two wheelers**
Class – D Miscellaneous and Special Types of Vehicles other than pedestrian controlled agricultural tractors not exceeding 6 HP.	**Rs. 50000/-**
Pedestrian controlled agricultural tractors not exceeding 6 HP.	**Rs. 10000/-**

4. VEHICLES DESIGNED AS COMMERCIAL VEHICLES AND USED FOR COMMERCIAL AND PRIVATE PURPOSES (EXCLUDING USE FOR HIRE OR REWARD).

The appropriate rate under the CVT is to be charged with a loading of 25%. Policy Form for Commercial Vehicles with ***Endorsement IMT- 34 is to be used.***

5. FOR CONCESSION FOR LAID-UP VEHICLES – REFER TO GR 31.

6. SPECIAL EXCLUSIONS

In the case of policies requiring the use of Endorsement IMT- 21 or 22 and /or 35 no reduction in premium can be allowed in consideration of any of the exclusions or limitations referred to in the endorsements.

NOTE : Endorsements IMT - 21 and 35 are not applicable in the case of **Liability Only Policies.**

7. PUBLIC PASSENGER SERVICE VEHICLES- CARRIAGE OF GOODS IN ADDITION TO PASSENGERS:

Public Passenger Service Vehicles in which space is provided for the carriage of goods in place of some of the seats, the basic rate shall be that given under **Class C** for a normal bus of similar size without such goods carrying space.

Provided, however, that the goods carrying space so created does not reduce the normal licensed seating capacity by more than 20%. If the limit of 20% is exceeded, the case is to be referred to the TAC for special rating. Only those vehicles which are used on regular bus routes and never

used solely for the carriage of goods may be rated in accordance with the above provision.

NOTE :

The following warranty is to appear on all policies covering the above type of vehicles:

"Warranted that goods may not be carried in the vehicle other than in conformity with the provisions of the Motor Vehicles Act and the Rules made there under as may be in force in the area in which the vehicle is plying."

8. MOTOR VEHICLES ACT - PASSENGER RISK

Any Policy issued in respect of a vehicle which is used for the carriage of passengers for hire or reward and in respect of which legal liability to passengers is required to be covered in terms of the Motor Vehicles Act, is subject to **additional premium** for Liability to Passengers in accordance with the provisions of the Tariff, unless the Tariff rate for the vehicle has already incorporated such T.P. Premium component.

9. LEGAL LIABILITY FOR ACCIDENTS TO NON FARE PAYING PASSENGERS INCLUDING EMPLOYEES OF THE INSURED WHO ARE NOT "WORKMEN" UNDER THE WORKMEN'S COMPENSATION ACT.

Additional premium is to be collected in respect of such passengers as follows:

a. For Commercial Vehicles not designed for carriage of passengers, i..e. goods carrying vehicles Rs. 50/- per passenger

b. For Commercial Vehicles designed for carriage of passengers Rs. 100/- per passenger

N.B.1. If the employees of the insured (outside the purview of the W.C. Act) are to be covered as non fare paying passengers, ***Endorsement IMT-37 is to be used.***

N.B. 2. If the cover is to exclude the insured's employees (outside the purview of the W.C. Act), ***Endorsement IMT-38 is to be used.***

N.B.3. This extension of cover is not permitted to be given in respect of Motor Trade Policies ratable under sub- sections E, F and G of the Tariff for Commercial Vehicles.

10. (a) LEGAL LIABILITY TO PERSONS EMPLOYED IN CONNECTION WITH THE OPERATION AND / OR MAINTENANCE AND / OR LOADING AND /OR UNLOADING OF THE INSURED GOODS CARRYING VEHICLE (INCLUDING TRACTORS AND ALL MISCELLANEOUS VEHICLES OF CLASS - D OF THE COMMERCIAL VEHICLE TARIFF)

Liability to any paid driver or cleaner or conductor or persons employed in loading / unloading may be covered on payment of Additional Premium @ **Rs. 25/-** per employee, the premium being chargeable

on the total number of such employees registered to be carried in the vehicle. The Additional Premium of **Rs.25/-** per employee is net irrespective of any period of insurance not exceeding 12 months.

Endorsement IMT-39 is to be used.

10. (b) LEGAL LIABILITY TO PAID DRIVER AND / OR CONDUCTOR AND /OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF THE INSURED PASSENGER CARRYING VEHICLE (INCLUDING TAXIS AND MOTORIZED THREE / TWO WHEELERS RATABLE UNDER THE COMMERCIAL VEHICLES TARIFF).

Liability to any paid driver or conductor or cleaner, as applicable, employed in operation of the insured vehicle may be covered on payment of Additional Premium @ **Rs. 25/-** per employee, the premium being chargeable on the total number of such employees registered to be carried in the vehicle. The Additional Premium of **Rs.25/-** per employee is net irrespective of any period of insurance not exceeding 12 months.

Endorsement IMT-40 is to be used.

11. LIMITATION OF GEOGRAPHICAL AREA

a) Other than Motor Trade Policies - INDIA

N.B. For extension beyond India, refer to G.R. 4.

b) Motor Trade Policies :-
(i) Section II- (i) - INDIA
(ii) All other Sections - INDIA, but subject to a radius of 160 Kms. from the insured's address mentioned on the Policy.

N.B.: For Package and Liability Only Policies in respect of Trade Certificates for transit of new vehicles and chassis, the Geographical Area under 11 (b) (ii) above "All other Sections" is to be limited to a radius of 80 kms. from the insured's address mentioned on the policy and ***Endorsement IMT- 41 is to be used.*** The limit of 80 Kms. may be extended upto 120 kms. on payment of 15% additional premium. Transits beyond a radius of 120 kms, are to be rated as per the Road Transit Risks Schedule.

In other cases extension of the territorial limit referred to in Item 11(b) (ii) may be permitted on payment of additional premium as follows:

a) From 160 to 320 kms**. :**	**25%** of the difference between Package Policy and Liability Only Policies premiums.
b) Extensions exceeding 320 kms**. :**	**50%** of the difference between Package Policy and Liability only policy premiums.

12.A. LIMITS OF LIABILITY FOR THIRD PARTY

a) Under Section II -1 (i) of the Package policy (Under Section 1(i) of the Liability Only Policy)	As per requirements of Motor Vehicle Act, 1988
b) Under Section II –1 (ii) of the Package policy (Under Section 1(ii) of the Liability Only Policy)	**Rs. 1 lakh for motorized two wheelers and Rs.7.5 lakhs for others** **or** **Rs.6,000/-,** where the proposer / insured opts to limit the TPPD liability to the statutory limit of Rs.6000/-. ***Endorsement IMT-20 is to be used***.

NB. 1. The limit under 12 .A (b) above is in respect of any one claim or series of claims arising out of one event / occurrence.

NB. 2. If at the insured's option, the expiring TPPD cover stands limited to the statutory limit of Rs. 6,000/-, an additional premium of Rs.50/-, 150/- and Rs.200/- for motorized two wheelers, three wheelers / taxis and other commercial vehicles respectively is to be charged for changing the TPPD cover to Rs. 1 lakh or Rs. 7.5 lakhs, as applicable, on renewal.

12 B GUIDE TO COMPLETION OF POLICY SCHEDULES AND CERTIFICATE OF INSURANCE

For Motor Trade _ _ _ see Motor Trade Regulation No. 4

For Special Types _ _ _ see Special Types Regulation No. 7

NOTE:

In the event of cover being granted to cover legal liability under the Workmen's Compensation Act the words "and also the liability under the Workmen's Compensation Act, 1923 in respect of the carriage of more than 6 persons employed in connection with the loading and unloading of the vehicle" shall be inserted after the words "Motor Vehicles Act" under Regulation 12.A.(a).

CERTIFICATE OF INSURANCE AND POLICY SCHEDULE WORDING REGARDING "LIMITATIONS AS TO USE" FOR USE IN PACKAGE POLICY AND LIABILITY ONLY POLICY FORMS.

A) Goods Carrying Vehicles - Class A
Use only for carriage of goods within the meaning of the Motor Vehicles Act.

The Policy does not cover:

(1) Use for organised racing, pace-making, reliability trial or speed testing.

(2) Use whilst drawing a trailer except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

(3) Use for carrying passengers in the vehicles; except employees (other than the driver) not exceeding the number permitted in the registration document and coming under the purview of Workmen's Compensation Act 1923.

NOTE :

Use of Trailers

Where additional premium is paid for Trailers amend (2) to read:

"Use whilst towing any trailer/s, except the trailer/s insured with the Company, or the towing (other than for reward) of any one disabled mechanically propelled vehicles."

B) Trailers - Class B

The Policy covers any use permitted by the Certificate of Insurance of the towing vehicle provided the latter is insured

C) Public Passenger Service Vehicle - Class C

Use only for carriage of passengers in accordance with the permits (Contract Carriage or Stage Carriage) issued within the meaning of the Motor Vehicles Act.

The Policy does not cover

1) Use for organised racing pace-making reliability trial or speed testing

2) Use whilst drawing a trailer, except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

D) Vehicle for Hire

i) Taxis or Private Car Type vehicles plying for public hire - Class C 1

ii) Private Car type vehicles let out on private hire by the owner with or without meters and driven by the owner or employee of the owner - Class C 1

"Use only in connection with the insured's business."

The Policy does not cover

1) Use for organised racing pace-making reliability trial or speed testing

2) Use whilst drawing a trailer except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

iii) Private Car type vehicles let out on private hire and driven by hirer or any driver with hirers permission - Class C 1

"Use only in connection with the Insured's business."

The Policy does not cover

1) Use for organised racing, pace-making, reliability trial or speed testing.

2) Use whilst drawing a trailer except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

3) Use for the conveyance of passengers for hire or reward by any person to whom the Motor Vehicle is hired.

iv) Private car type vehicles owned by hotels and hired by them to their guests – Class - C 1

"Use only in connection with the insured's business."

The Policy does not cover

1) Use for organised racing, pace-making, reliability trial or speed testing

2) Use whilst drawing a trailer except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

3) Use for the conveyance of passengers for hire or reward, other than the guests of the hotel.

v) Motorized Rickshaws used for carrying passengers for Hire or Reward – C 1

"Use only for carriage of passengers in accordance with the Permit (Contract Carriage or Stage Carriage) issued within the meaning of the Motor Vehicles Act."

The Policy does not cover

1) Use for organised racing pace-making reliability trial or speed testing

2) Use whilst drawing a trailer except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

vi) Miscellaneous and Special Type of Vehicles - Class "D"

See separate instructions under Class "D".

vii) Motor Trade Risks - Class "E, F & G"

See separate instructions under relevant sections.

viii) Certificate of Insurance and Policy Schedule Wording regarding "Driver" for use in Package Policy and Liability Only policy Forms

Driver : Persons or classes of persons entitled to drive:

Stage Carriage/ Contract carriage /Private Service Vehicle	Any person including insured : Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective Learner's license may also drive the vehicle when not used for the transport of passengers at the time of accident and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.
Goods Carriage	Any person including insured: Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective Learner's license may also drive the vehicle when not used for the transport of goods at the time of the accident and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.

13. **COMPULSORY DEDUCTIBLES AS IN GR. 40 SHALL APPLY ON OWN DAMAGE CLAIMS.**

14. **FOR ELECTRICAL AND ELECTRONIC FITTINGS ADDITIONAL PREMIUM AS IN GR. 41 SHALL APPLY.**

15. **FOR CNG / LPG FUEL ADDITIONAL PREMIUM AS IN GR. 42 SHALL APPLY.**

16. **FOR FIBRE GLASS FUEL TANK ADDITIONAL PREMIUM AS IN GR. 43 SHALL APPLY**

17. **ADDITIONAL PREMIUM FOR COMPULSORY PA COVER TO OWNER-DRIVER AS IN GR 36 SHALL APPLY.**

18. **FOR VEHICLES USED FOR DRIVING TUITIONS PREMIUM RATES AS IN GR. 44 SHALL BE CHARGED.**

19. THE FOLLOWING WARRANTY IS TO APPEAR ON ALL POLICIES ISSUED FOR GOODS CARRYING VEHICLES

"Warranted that at no time the Gross Laden Weight of the vehicle exceeds the Gross Vehicle weight mentioned in the Schedule of the policy"

20. NCB ON OWN DAMAGE PREMIUM CAN BE GRANTED (NOT APPLICABLE FOR MOTOR TRADE POLICIES- SECTIONS E, F & G) AS IN GR. 27.

21. DISCOUNT FOR ANTI-THEFT DEVICES CAN BE GRANTED AS IN GR. 30.

NOTE: NO OTHER DISCOUNT CAN BE GRANTED.

A. TARIFF FOR GOODS CARRYING VEHICLES

GOODS CARRYING VEHICLES - CLASS A. 1 - PUBLIC CARRIERS (OTHER THAN THREE WHEELERS)

RATES OF PREMIUM FOR OWN DAMAGE COVER

AGE OF THE VEHICLE	ZONE - C	ZONE - B	ZONE - A
Not exceeding 5 years	**1.726% on IDV of the vehicle**	**1.743% on IDV of the vehicle**	**1.751% on IDV of the vehicle**
Exceeding 5 years and not exceeding 7 years	**1.770% on IDV of the vehicle**	**1.787% on IDV of the vehicle**	**1.795% on IDV of the vehicle**
Exceeding 7 years	**1.812% on IDV of the vehicle**	**1.830% on IDV of the vehicle**	**1.839% on IDV of the vehicle**

NOTE: The OD rates shown above shall apply for vehicles with Gross Vehicle Weight (GVW) not exceeding 12,000 Kgs. For vehicles with GVW exceeding 12,000 Kgs., additional Rs. 27/- will be charged for each 100 Kgs or part thereof of GVW in excess of 12,000 Kgs.

PREMIUM FOR LIABILITY ONLY COVER

GROSS VEHICLE WEIGHT (GVW)	TP PREMIUM (Rs)
Not exceeding 7500 Kgs.	3280/-
Exceeding 7500 Kgs. but not exceeding 12000 Kgs	3480/-
Exceeding 12000 Kgs. but not exceeding 20000 Kgs.	3580/-
Exceeding 20000 Kgs. but not exceeding 40000 Kgs.	3680/-
Exceeding 40000 Kgs.	3980/-

Restricted cover for Fire and / or Theft Risks - Refer to GR – 45A
(Only while the vehicle is in garage and not in use)

Restricted cover for Liability Only and Fire and / or Theft Risks Refer to GR – 45B

GOODS CARRYING VEHICLES CLASS A.2 - PRIVATE CARRIERS (OTHER THAN THREE WHEELERS)
(For carriage of goods other than for hire and/ or reward)

RATES OF PREMIUM FOR OWN DAMAGE COVER

AGE OF THE VEHICLE	Zone - C	Zone - B	Zone - A
Not exceeding 5 years	**1.208% on IDV of the vehicle**	**1.220% on IDV of the vehicle**	**1.226% on IDV of the vehicle**
Exceeding 5 years and not exceeding 7 years	**1.239% on IDV of the vehicle**	**1.251% on IDV of the vehicle**	**1.257% on IDV of the vehicle**
Exceeding 7 years	**1.268% on IDV of the vehicle**	**1.281% on IDV of the vehicle**	**1.287% on IDV of the vehicle**

Note: The OD rates shown above shall apply for vehicles with Gross Vehicle Weight (GVW) not exceeding 12,000 kgs. For vehicles with GVW exceeding 12,000 kgs., additional Rs. 27/- will be charged for each 100 kgs or part thereof of GVW in excess of 12,000 kgs.

Endorsement IMT – 42 is to be used **for Private Carriers carrying own goods only.**

PREMIUM FOR LIABILITY ONLY COVER

GROSS VEHICLE WEIGHT (GVW) in Kgs	TP PREMIUM (Rs.)
Not exceeding 7500	**2940/-**
Exceeding 7500 but not exceeding 12000	**3120/-**
Exceeding 12000 but not exceeding 20000	**3200/-**
Exceeding 20000 but not exceeding 40000	**3300/-**
Exceeding 40000	**3560/-**

Endorsement IMT - 42 is to be used **for Private Carriers carrying own goods only.**

Restricted cover for Fire and / or Theft Risks Refer to GR 45 A

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

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

GOODS CARRYING MOTORIZED THREE WHEELERS AND MOTORIZED PEDALCYCLES - CLASS A.3 - PUBLIC CARRIERS

RATES OF PREMIUM FOR OWN DAMAGE COVER

Age of the Vehicle	Zone -C	Zone – B	Zone - A
Not exceeding 5 years	1.640% on IDV of the three wheeler	1.656% on IDV of the three wheeler	1.664% on IDV of the three wheeler
Exceeding 5 but not exceeding 7 years	1.681% on IDV of the three wheeler	1.697% on IDV of the three wheeler	1.706% on IDV of the three wheeler
Exceeding 7 years.	1.722% on IDV of the three wheeler	1.739% on IDV of the three wheeler	1.747% on IDV of the three wheeler

Premium for Liability Only cover – Rs. 900/-.

Restricted cover for Fire and / or Theft Risks - Refer to GR 45A (Only while the three wheeler is in garage and not in use)

Restricted cover for Liability Only and Fire and/or Theft Risks: Refer to GR 45B

GOODS CARRYING MOTORIZED THREE WHEELERS AND MOTORIZED PEDALCYCLES - CLASS A.4 -PRIVATE CARRIERS
(For carriage of goods other than for hire and/ or reward)

RATES OF PREMIUM FOR OWN DAMAGE COVER

Age of the Vehicle	Zone -C	Zone - B	Zone - A
Not exceeding 5 years	1.148% on IDV of the three wheeler	1.159% on IDV of the three wheeler	1.165% on IDV of the three wheeler
Exceeding 5 but not exceeding 7 years	1.177% on IDV of the three wheeler	1.188% on IDV of the three wheeler	1.194% on IDV of the three wheeler
Exceeding 7 years.	1.205% on IDV of the three wheeler	1.217% on IDV of the three wheeler	1.223% on IDV of the three wheeler

Endorsement IMT – 42 is to be used **for Private Carriers carrying own goods only**.

Premium for Liability only Policy – Rs. 850/-

Endorsement IMT - 42 is to be used **for Private Carriers carrying own goods only.**

Restricted cover for Fire and / or Theft Risks - Refer to GR 45A
(Only while the three wheeler is in garage and not in use)

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

B. TARIFF FOR TRAILERS

Any truck, cart, carriage or other vehicle, including agricultural implements, without means of self-propulsion, drawn or hauled by any self-propelled vehicle is referred to as **trailer** for the purpose of this tariff.

Policies covering towing vehicles may be extended to include trailers **or** a separate policy may be issued to cover trailers. For either extending the policy covering the towing vehicle to include trailer(s) or for a separate policy for trailers, the premium is to be charged at the following schedule of rates:

N.B. The premium is to be calculated at the rate applicable to the higher of the two following classes of vehicles that is to tow the trailer(s) at any time.

No. of Trailers under tow at any one time (by one or more towing vehicles)	**Towed by**			
	Agricultural /Forestry Vehicles		**Other Vehicles**	
	Own Damage (per Trailer)	**Liability Only (per Trailer)**	**Own Damage (per Trailer)**	**Liability Only (per Trailer)**
1 Trailer towed	**0.87% of IDV**	**Rs.300/-**	**1.05% of IDV**	**Rs.510/-**
2 Trailers towed	**0.90% of IDV**	**Rs.300/-**	**1.08% of IDV**	**Rs.510/-**
3 Trailers towed	**0.93% of IDV**	**Rs.310/-**	**1.12% of IDV**	**Rs.530/-**
4 Trailers towed	**0.96% of IDV**	**Rs.310/-**	**1.16% of IDV**	**Rs.530/-**
5 Trailers towed	**1.00% of IDV**	**Rs.320/-**	**1.20% of IDV**	**Rs.570/-**
6 Trailers towed	**1.05% of IDV**	**Rs.320/-**	**1.25% of IDV**	**Rs.570/-**
7 Trailers towed	**1.10% of IDV**	**Rs.340/-**	**1.32% of IDV**	**Rs.610/-**
8 Trailers towed	**1.15% of IDV**	**Rs.340/-**	**1.38% of IDV**	**Rs.610/-**

Note :

1. Where more than one trailer is owned but not more than one trailer is towed at a time, the basis of rating is the basis of "1 trailer towed" and this must be applied to all trailers. The premium so calculated must be charged on all trailers owned by and/or in possession of the insured. The same principle is to be applied in cases where not more than two, not more than three, …. (as the case may be), trailers are towed at a time.

2. Rates prescribed for Trailers under **Tariff for Miscellaneous and Special Types of Vehicles-Class "D"** are in respect of Trailers attached to special types of vehicles. Such trailers are not to be rated under this Tariff.

3. For the purpose of considering **No Claim Bonus (NCB)**, in respect of accidents involving the

towing vehicle and/or trailer(s) irrespective of whether one or more is/are damaged or give(s) rise to liability, the following clause is to appear in all policies covering either the towing vehicle(s) with trailer(s) or trailers separately:

"It is hereby declared and agreed that for the purpose of No Claim Bonus (NCB) the towing vehicles and the trailer(s) whilst attached thereto shall be treated as a single unit and any claim made or arising in respect of one section of the unit will affect the Bonus entitlement of both sections of the unit**.**"

4. No concession for "Vehicles Laid Up" is permissible in respect of Trailers.

5. The following warranties are to appear on all policies covering either the towing vehicle along with Trailer(s) or Trailers(s) separately.

(a) " It is hereby understood and agreed that for the purpose of application of Endorsement IMT-21 attached to and forming part of the above policy, the towing vehicle and trailer(s) while attached thereto shall be treated as a single unit."

(b) "Warranted that not more than ..... trailer(s) shall be towed at any one time by the towing vehicle/s. It is further warranted that the insurer shall not be liable to indemnify the insured in connection with any vehicle or trailer if a greater number of trailers in all than is permitted by law are towed."

C. TARIFF FOR VEHICLES USED FOR CARRYING PASSENGERS FOR HIRE OR REWARD

FOUR WHEELED VEHICLES AND THREE WHEELED VEHICLES USED FOR CARRYING PASSENGERS FOR HIRE OR REWARD WITH CARRYING CAPACITY NOT EXCEEDING 6 (SIX) PASSENGERS - CLASS C.1

This section is sub-classified into:

i. Tariff for taxis or Private Car Type Vehicles plying for **public hire**.

ii. Tariff for Private Taxis let out on **private hire** direct from the **owner** with or without meters and **driven by the owner or an employee of the owner**.

iii. Tariff for Private Car Type Vehicles let out on **private hire** and **driven by the hirer or any driver with hirer's permission**.

iv. Tariff for Private Car Type Vehicles **owned by hotels and hired by them to their guests**.

NOTE 1. All these vehicles are required to be registered by the **RTA** concerned specifically for use on such hire or reward.

NOTE 2. Policies covering vehicles on hire and driven **by the hirer or any driver with hirer's permission** may be extended to cover theft and/ or conversion risks at an additional premium @ 1.5% on IDV. For such extension ***Endorsement IMT – 43 is to be used.***

(a) RATING SCHEDULE FOR FOUR WHEELED VEHICLES :

RATES OF PREMIUM FOR OWN DAMAGE RISKS

Age of the vehicle ⇩	ZONE B			ZONE A		
	CUBIC CAPACITY			CUBIC CAPACITY		
	Not exceed-ing 1000 cc	Exceed-ing 1000cc but not exceed-ing 1500 cc	Exceeed-ing 1500 cc	Not exceed-ing 1000 cc	Exceed-ing 1000cc but not exceed-ing 1500 cc	Exceed-ing 1500 cc
Not exceeding 5 years	3.191 % on IDV	3.351 % on IDV	3.510 % on IDV	3.284 % on IDV	3.448 % on IDV	3.612 % on IDV
Exceeding 5 years but not exceeding 7 years	3.271 % on IDV	3.435 % on IDV	3.598 % on IDV	3.366 % on IDV	3.534 % on IDV	3.703 % on IDV
Exceeding 7 years	3.351 % on IDV	3.519 % on IDV	3.686 % on IDV	3.448 % on IDV	3.620 % on IDV	3.793 % on IDV

PREMIUM FOR LIABILITY ONLY COVER

CUBIC CAPACITY OF THE VEHICLE	PREMIUM
Not exceeding 1000 cc	Rs. 950 + Rs. 210 x Total no. of passengers the vehicle is licensed to carry.
Exceeding 1000 cc but not exceeding 1500 cc	Rs.1350 + Rs. 210 x Total no. of passengers the vehicle is licensed to carry.
Exceeding 1500 cc	Rs.1650 +Rs. 210 x Total no. of passengers the vehicle is licensed to carry.

Restricted Cover for Fire and / or Theft Risk - Refer to GR. 45 A
(Only while the vehicle is in the garage and not in use)

Restricted cover for Liability Only with Fire and/ or Theft Risks - Refer to GR 45B

(b) RATING SCHEDULE FOR THREE WHEELED VEHICLES :

RATE OF PREMIUM FOR OWN DAMAGE COVER

Age of Vehicle	Zone C	Zone B	Zone A
Not exceeding 5 years	**1.260% on IDV**	**1.272% on IDV**	**1.278% on IDV**
Exceeding 5 years but not exceeding 7 years	**1.292% on IDV**	**1.304% on IDV**	**1.310% on IDV**
Exceeding 7 years	**1.323% on IDV**	**1.336% on IDV**	**1.342% on IDV**

NOTE: Policies covering vehicles **on hire and driven by the hirer or any driver with hirer's permission** may be extended to cover theft and/ or conversion risks with additional premium @ 1.5% on IDV.

Endorsement IMT – 43 is to be used.

PREMIUM FOR LIABILITY ONLY COVER : Rs. 300/- + Rs.185 x Total No. of Passengers the vehicle is licensed to carry.

Restricted cover for Fire and / or Theft risks - (Only while the vehicle is in the garage and not in use) Refer to GR.45A

Restricted cover for Liability Only with Fire and/ or Theft Risks – Refer to GR 45B.

FOUR (OR MORE) WHEELED VEHICLES WITH CARRYING CAPACITY EXCEEDING 6 PASSENGERS FOR HIRE OR REWARD AND THREE WHEELERS WITH CARRYING CAPACITY EXCEEDING 17 PASSENGERS FOR HIRE OR REWARD - CLASS C.2

RATING SCHEDULE

PREMIUM FOR OWN DAMAGE RISKS

Age of the vehicle ⇩	ZONE C				ZONE B				ZONE A			
	Maximum Licensed Carrying Capacity				Maximum Licensed Carrying Capacity				Maximum Licensed Carrying Capacity			
	Not exceeding 18 passengers	Exceeding 18 passengers but not exceeding 36 passengers	Exceeding 36 passengers but not exceeding 60 passengers	Exceeding 60 passengers	Not exceeding 18 passengers	Exceeding 18 passengers but not exceeding 36 passengers	Exceeding 36 passengers but not exceeding 60 passengers	Exceeding 60 passengers	Not exceeding 18 passengers	Exceeding 18 passengers but not exceeding 36 passengers	Exceeding 36 passengers but not exceeding 60 passengers	Exceeding 60 passengers
	Premium											
Not exceeding 5 years	Rs 350 + 1.656 % on IDV	Rs 450 + 1.656 % on IDV	Rs 550 + 1.656 % on IDV	Rs 680 + 1.656 % on IDV	Rs 350 + 1.672 % on IDV	Rs 450 + 1.672 % on IDV	Rs 550 + 1.672 % on IDV	Rs 680 + 1.672 % on IDV	Rs 350 + 1.680 % on IDV	Rs 450 + 1.680 % on IDV	Rs 550 + 1.680 % on IDV	Rs 680 + 1.680 % on IDV
Exceeding 5 years but not exceeding 7 years	Rs 350 + 1.697 % on IDV	Rs 450 + 1.697 % on IDV	Rs 550 + 1.697 % on IDV	Rs 680 + 1.697 % on IDV	Rs 350 + 1.714 % on IDV	Rs 450 + 1.714 % on IDV	Rs 550 + 1.714 % on IDV	Rs 680 + 1.714 % on IDV	Rs 350 + 1.722 % on IDV	Rs 450 + 1.722 % on IDV	Rs 550 + 1.722 % on IDV	Rs 680 + 1.722 % on IDV
Exceeding 7 years	Rs 350 + 1.739 % on IDV	Rs 450 + 1.739 % on IDV	Rs 550 + 1.739 % on IDV	Rs 680 + 1.739 % on IDV	Rs 350 + 1.756 % on IDV	Rs 450 + 1.756 % on IDV	Rs 550 + 1.756 % on IDV	Rs 680 + 1.756 % on IDV	Rs 350 + 1.764 % on IDV	Rs 450 + 1.764 % on IDV	Rs 550 + 1.764 % on IDV	Rs 680 + 1.764 % on IDV

Premium for Liability Only Cover :

Rs 1860+ Rs138 **X** total number of passengers the vehicle is licensed to carry.

Restricted Cover for Fire and Theft Risk - Refer to GR.45A.
(Only while the vehicle is in the garage and not in use)

Restricted cover for Liability Only with Fire and/ or Theft Risks - Refer to GR. 45B.

MOTORIZED THREE WHEELED PASSENGER CARRYING VEHICLES FOR HIRE OR REWARD WITH CARRYING CAPACITY EXCEEDING 6 BUT NOT EXCEEDING 17 PASSENGERS – CLASS C.3.

RATING SCHEDULE

RATES OF PREMIUM FOR OWN DAMAGE COVER

AGE OF VEHICLE	ZONE C	ZONE B	ZONE A
Not exceeding 5 years	1.759% on IDV	1.777% on IDV	1.785% on IDV
Exceeding 5 years but not exceeding 7 years	1.803% on IDV	1.821% on IDV	1.830% on IDV
Exceeding 7 years	1.847% on IDV	1.866% on IDV	1.874% on IDV

Premium for Liability Only cover	**Rs. 920/-+ Rs.185 x Total No. of passengers the vehicle is licensed to carry.**

Restricted cover for Fire and/ or Theft Risks - Refer to GR. 45A
(Only while the three wheeler is in the garage and not in use)

Restricted cover for Liability Only with Fire and/ or Theft Risks – Refer to GR. 45B

MOTORIZED TWO WHEELERS USED FOR CARRYING PASSENGERS FOR HIRE OR REWARD - CLASS C. 4

RATING SCHEDULE

All these two wheelers are required to be registered by the **RTA** concerned specifically for use on such hire and/ reward.

RATES OF PREMIUM FOR OWN DAMAGE COVER

Age of the vehicle ⇩	ZONE B			ZONE A		
	CUBIC CAPACITY			CUBIC CAPACITY		
	Not exceed-ing 150 cc	Exceed-ing 150c but not exceed-ing 350 cc	Exceeed-ing 350 cc	Not exceed-ing 150 cc	Exceed-ing 150c but not exceed-ing 350 cc	Exceeed-ing 350 cc
Not exceeding 5 years	1.743 % on IDV	1.830 % on IDV	1.917 % on IDV	1.794 % on IDV	1.884 % on IDV	1.973 % on IDV
Exceeding 5 years but not exceeding 10 years	1.787 % on IDV	1.876 % on IDV	1.965 % on IDV	1.839 % on IDV	1.931 % on IDV	2.023 % on IDV
Exceeding 10 years	1.830 % on IDV	1.922 % on IDV	2.013 % on IDV	1.884 % on IDV	1.978 % on IDV	2.072 % on IDV

N.B. 1. If the two wheeler is on hire for carrying passenger and is driven by the hirer and / or drivers with the hirer's permission**, *Endorsement IMT – 35*** is to be used and the caption of the endorsement is to be amended to read as under:

"Hired Vehicles – driven by Hirer (applicable to Motorised two wheelers)

N.B. 2. The risk of theft / conversion by the hirer of the two wheeler may be covered at an additional premium @ 1.50% of IDV and ***Endorsement IMT - 43*** is to be used for this purpose.

Premium for Liability Only Cover

Cubic Capacity of Two- Wheeler	Liability Only Premium
Not Exceeding 75 cc	**Rs. 150/-**
Exceeding 75 cc but not exceeding 150 cc	**Rs. 175/-**
Exceeding 150 cc but not exceeding 350 cc	**Rs. 195/-**
Exceeding 350 cc	**Rs. 210/-**

Restricted Cover for Fire and Theft Risk - Refer to GR.45A.
(Only while the two wheeler is in the garage and not in use)

Restricted cover for Liability Only with Fire and/ or Theft Risks- Refer to GR.45 B.

N.B. 1. If the two wheeler is hired out for carrying passenger and is driven by the hirer and / or drivers with the hirer's permission, ***Endorsement IMT – 35*** is to be used for this purpose and the caption of the endorsement is to be amended to read as under:

"Hired Vehicles – driven by Hirer (applicable to Motorised Two wheelers)

N. B. 2. The risk of theft / conversion by the hirer of the two- wheeler may be covered at an additional premium @ 1.50% of IDV and ***Endorsement IMT- 43*** is to be used for this purpose.

EXTRA BENEFITS

(Not applicable to Class D – Miscellaneous & Special Types of vehicle and Motor Trade Risks except where otherwise specified)

1.Compensation to Persons Employed in connection with the Operation and/or Maintenance and/or Loading and/or Unloading of Motor Vehicles.

(a) Legal Liability under the Workmen's Compensation Act (or any other identical legislation), Fatal Accidents Act and at Common Law may be granted by charging an additional premium of Rs.25 per employee.

Endorsement IMT - 39 is to be used

(b) Legal Liability under Workmen's Compensation Act, in respect of the carriage of more than six employees (excluding the Driver) in Goods Carrying Vehicles.

Where special permission has been obtained from the **RTA** concerned for the carriage of more than six employees, the Insured's legal liability under the Workmen's Compensation Act in respect of them (i.e. for employees in excess of 6 whilst being carried in a goods vehicle) may be included in the Policy by charging an additional premium of Rs.25 per employee.

Endorsement IMT – 39 A is to be used

2.Indemnity to Hirers

(Applicable only to Policies covering use for hire or reward)

Policies may be extended to indemnify any hirer of an insured vehicle as follows:

(a) Package Policy – Loss Damage or Liability arising from negligence of the Insured or of his employee without any additional premium.

Endorsement IMT – 36 is to be used

(b) Package Policy – Loss Damage or liability arising from negligence of owner or of his employee and of Hirer or Hirer's employee at an additional premium of Rs.125/-.

Endorsement IMT - 44 is to be used.

3 Legal Liability for accidents to Non-fare Paying Passengers who are Employees of the Insured but not "Workmen" under Workmen's Compensation Act and any other Non-fare Paying Passengers:

Endorsement IMT - 37 is to be used

Vehicle not designed for carriage of Passengers e.g. goods carrying Vehicles.	Rs.75/- per Passenger
Vehicles designed for Carriage of Passengers e.g. Bus	Rs.125/- per Passenger

Endorsement IMT – 37 is to be used

4. **Legal Liability for Accidents to Non-fare Paying Passengers, Owner of goods who are not Employees of the Insured, carried in a Goods Carrying Vehicle**.
Rs.75/- per Passenger
Endorsement IMT – 37 A is to be used.

NOTES:

1. Premium for above benefits is to be in the order shown in the Premium Computation Table.

2. Except Extra Benefit No.1, other benefits are to be insured only in conjunction

with Package Policy.

Extra Benefit No.1 may be issued in conjunction with both Liability only and Package Policies.

D. TARIFF FOR MISCELLANEOUS & SPECIAL TYPES OF VEHICLES (CLASS D)

1. General Regulations as also other Rules & Regulations contained in the Tariff for Commercial Vehicles (CVT) are applicable to this Section except expressly provided otherwise. For cover under this section, Commercial Vehicles Policy form as given in Section 6 of the INDIA MOTOR TARIFF is to be used.

2. Use for Hire or Reward

i). In all cases other than Agricultural and Forestry vehicles, Mobile shops and Canteens, Cinema Film Recording and Publicity Vans, Delivery Trucks, Pedestrian controlled Trolleys and Goods Carrying Tractors and Vehicles used for Driving Tuition and Fire Brigade and Salvage Corps. Vehicles, the Standard Policy allows use of the Vehicles for hire or reward.

If however, the hiring risks, including driving by hirer's driver and indemnity to hirer, is required to be included in respect of any of the classifications specified above, a loading of 25% on the premium otherwise applicable is to be charged.

Endorsement IMT - 44 or IMT -45, as applicable, is to be used.

ii). The normal Policy also excludes use for the conveyance of passengers for hire or reward. Any vehicle, except Ambulances / Hearses, used for the carriage of passengers for hire or reward is to be rated under Section C of Commercial Vehicle tariff, depending upon the maximum number of passengers licensed to be carried. The liability for accidents to passengers carried for hire or reward in the Ambulances / Hearses are to be covered by charging an additional premium per passenger as indicated below. This premium is in addition to the premium applicable for 'Liability Only' cover shown under this tariff.

Ambulances	**Rs. 60/- per passenger**
Hearses	**Rs. 115 /- per passenger**

Endorsement IMT - 46 is to be used.

3. Indemnity in respect of non-fare paying passengers

The normal policy whilst permitting the use of the vehicle for the carriage of passengers (other than for hire or reward) does not provide indemnity in respect of death or bodily injury to passengers other than employees coming under the provisions of the Motor Vehicles Act. If indemnity is to be provided to such passenger, application is to be made to the TAC for rating.

4. Trailers

Trailers of special type of vehicles included under this section are not to be insured separately. The cover for the vehicle and trailer must be identical.

5. "Use confined to own premises" shall mean use only on the insured's premises to which the public have no general right of access.

6. Non-Motor Policies

Whilst legal liability in respect of use on a road cannot be insured otherwise than under a Policy issued under this tariff, it is permissible in the case of the following types of vehicles, to give any other cover by means of a Non- Motor Policy.

(a) Mobile Cranes
(b) Mechanical Navies, Shovels, Grabs, Rippers and Excavators
(c) Fork lift trucks,
(d) Bull Dozers, Bull Graders,
(e) Dragline Excavators,
(f) Drilling Rigs
(g) Dumpers and Tippers
(h) Mobile Plant
(i) Site Clearing and Leveling Plant (other than vehicles designed or adapted for the carriage of goods or materials, or Road or Footpath Rollers).
(j) Any vehicle which is used only on sites on which the Insured is carrying out work under a Building or Civil Engineering Contract.

7. LIMITS OF LIABILITY FOR THIRD PARTY

a) Under Section II -1 (i) of the Package policy (Under Section 1(i) of the Liability Only Policy)	As per requirements of Motor Vehicle Act, 1988
b) Under Section II –1 (ii) of the Package policy (Under Section 1(ii) of the Liability Only Policy)	**Rs. 7.5 lakhs** **or** **Rs.6,000/-,** where the proposer / insured opts to limit the TPPD liability to the statutory limit of Rs.6000/-. ***Endorsement IMT-20 is to be used***.

NB. 1. The limit under (b) above is in respect of any one claim or series of claims arising out of one event / occurrence.

NB. 2. If at the insured's option, the expiring TPPD cover stands limited to the statutory limit of Rs. 6,000/-, an additional premium of Rs.200/- is to be charged for changing the TPPD cover to Rs. 7.5 lakhs, on renewal.

7 A. POLICY SCHEDULE WORDING REGARDING "LIMITATIONS AS TO USE" AND DRIVER CLAUSE

a. LIMITATIONS AS TO USE

i. Agricultural and Forestry Vehicles IZ-303

Use only for agricultural and forestry purposes.

The Policy does not cover

(1) Use for hire or reward or for racing pace making reliability trial or speed testing.
(2) Use for the carriage of passengers for hire or reward.
(3) Use whilst drawing a greater number of trailers in all than is permitted by law.

ii. Ambulances/Hearses IZ-303

*Use only for ambulance purposes

The Policy does not cover

(1) Use for hire or reward or for racing, pace making, reliability trial or speed testing. .

(2) Use whilst drawing a trailer except the towing (other than for reward) of any one of disabled mechanically propelled vehicle.

* In the case of Hearses, substitute "Use only as a hearse".

iii. Cinema Film Recording and Publicity Vans, Delivery Trucks, Pedestrian Controlled Trolleys and Goods Carrying Tractors, Vehicle used for Driving Tuition IZ - 303

Use in connection with the insured's business.

The Policy does not cover :
(1) Use for hire or reward or for racing pace making reliability trial or speed testing.

(2)Use for carriage of passengers for hire or reward.

(3)Use whilst drawing a trailer except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

Note: In case of vehicles used for Driving Tuition, add the words ‘other than for the purpose of driving tuitions’ after the words ‘hire or reward’.

iv. Cranes - Breakdown Vehicles, Mobile Cranes and Goods Carrying vehicles having a crane as a part of or fixed to the Vehicle or Trailer. IZ-303

Use in connection with the insured's business.

The Policy does not cover :
(1) Use for racing pace making reliability trial or speed testing.

(2)Use for the carriage of passengers for hire or reward.

(3) Use whilst drawing a greater number of trailers in all than is permitted by law.

v. Dumpers, Dust carts, Water carts, Road Sweepers and Tower Wagons Mechanical Navies, Shovels, Grabs, Excavators, Mobile Plant, Road Rollers, Site Clearing and Leveling Plant, and Tar Sprayers IZ-303

Use in connection with the insured's business.

The Policy does not cover :
(1) Use for racing pace making, reliability trial or speed testing.
(2)Use for the carriage of passengers for hire or reward.
(3)Use whilst drawing a trailer except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

vi. Fire Brigade and Salvage Corps Vehicles IZ-303

Use for ** _____ purposes

The Policy does not cover :
(1) Use for hire or reward or for racing pace making reliability trial or speed testing.
(2)Use for the carriage of passengers for hire or reward.
(3)Use whilst drawing a trailer except the towing (other than for reward) of any one disabled mechanically propelled vehicle.
** Insert Fire Brigade or Salvage Corps as appropriate.

NOTE : Where premium is paid for use of trailers, amend (2) or (3) as applicable to read "Use whilst drawing a greater number of Trailers in all than is permitted by law".

vii. Mobile Shops and Canteen IZ - 303

Use in connection with the Insured's business

The Policy does not cover :
(1) Use for hire or reward or for racing pace making reliability trial or speed testing.
(2) Use for the carriage of passengers for hire or reward.

b. DRIVER

"Any person including the insured

Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license.

Provided also that 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".

****** When the vehicle is used for transport of goods add the following words :

- when not used for the transport of goods at the time of the accident

****** When the vehicle is used for transport of passengers add the following words:

- when not used for the transport of passengers at the time of the accident

8. RATES FOR PREMIUM FOR OWN DAMAGE COVER

AGE OF THE VEHICLE	ZONE C	ZONE B	ZONE A
Not exceeding 5 years	**1.190% on the IDV of the vehicle**	**1.202% on the IDVof the vehicle**	**1.208% on the IDV of the vehicle**
Exceeding 5 years but not exceeding 7 years	**1.220% on the IDV of the vehicle**	**1.232% on the IDV of the vehicle**	**1.238% on the IDV of the vehicle**
Exceeding 7 years	**1.250% on the IDV of the vehicle**	**1.262% on the IDV of the vehicle**	**1.268% on the IDV of the vehicle**

NB.1: List of Miscellaneous and Special types of vehicles is given in Annexure. For any Miscellaneous / special type of vehicle not listed in Annexure, reference is to be made to the TAC.

N.B.2: Trailers are also to be rated likewise at the above rates

NB.3:Mobile Units: Endorsement IMT 47 is to be used in respect of the following mobile units:

(a) Mobile Cranes
(b) Mechanical Navies, Shovels, Grabs, Rippers and Excavators
(c) Dragline Excavators,
(d) Mobile Drilling Rigs
(e) Mobile Plant

Package policies issued to the above units can be extended to cover damage to the unit by overturning during operational use as a tool of trade at an additional rate of 0.5% of IDV of the vehicle subject to a minimum additional premium of Rs.100/-.

NB.4: The specified endorsements are to be applied for the following:

i. For Agricultural and Forestry vehicles fitted with trailers.

Endorsement IMT - 48 is to be used.

ii. Trailers with plant permanently attached to mobile plant /Refrigeration/Pre cooling unit .

Endorsement IMT - 49 is to be used.

iii. Trailers fitted as mobile shops and canteens

Endorsement IMT – 51 is to be used.

iv. For Cinema Film recording and Publicity vans and or trailers fitted as Cinema film recording and Publicity vans, ***Endorsement IMT – 50 is to be used.***

v. For vehicles used as mobile shops and canteen, surgeries and dispensaries, ***Endorsement IMT – 51 is to be used.***

vi. For Vehicles used as mobile plant /refrigeration / pre-cooling unit, ***Endorsement IMT- 52 is to be used.***

vii. For attachments forming one unit with the machine (mechanical navies, shovels, draglines, scoops, grabs, excavators, conveyors etc.) which are not trailers but are deemed to be part of the machine**,** value of more than one attachment is included in the unit, ***Endorsement IMT - 53 is to be used.***

viii. For inclusion of liability to the Public Working Risk in mobile plant:

a) where tool of trade is used only for work performed in or upon the vehicle or trailer ***Endorsement IMT- 54 is to be used.***

b) For all other cases - ***Endorsement IMT - 55 is to be used.***

ix) For Tractors and Traction Engines Hauling Trailers and used as Haulage Contractors' Goods – ***Endorsement IMT – 30 is to be used***

9. PREMIUM FOR 'LIABILITY ONLY' COVER

TYPES OF VEHICLE	'LIABILITY

		ONLY' PREMIUM
a)	**i)** Pedestrian controlled Agricultural Tractors with Horse Power rating not exceeding 6 HP, Hearses and plane Loader	Rs. 375/-
	ii) Other Miscellaneous and special type of vehicles	Rs.785/-
b)	Trailers attached to Miscellaneous & Special types of vehicles	Rs. 375/-

ANNEXURE

LIST OF MISCELLANEOUS AND SPECIAL TYPES OF VEHICLES

1. AGRICULTURAL TRACTORS
2. AMBULANCES
3. ANGLE DOZERS
4. ANTI MALARIAL VANS
5. BREAKDOWN VEHICLES
6. BULLDOZERS, BULLGRADERS
7. CINEMA FILM RECORDING AND PUBLICITY VANS
8. CLARK TRACTOR ELEVATORS
9. COMPRESSORS
10. CRANES
11. DELIVERY TRUCKS PEDESTRAIN CONTROLLED
12. DISPENSARIES
13. DRAGLINE EXCAVATORS
14. DRILLING RIGS
15. DUMPERS
16. DUST CARTS WATER CARTS ROAD SWEEPER AND TOWER WAGONS USED FOR OVERHEAD MAINS SERVICE.
17. ELECTRIC TROLLEYS OR TRACTORS
18. ELECTRIC DRIVEN GOODS VEHICLES
19. EXCAVATORS
20. FIRE BRIGADE AND SALVAGE CORPS VEHICLE

21. FOOTPATH ROLLERS

22. FORK LIFT TRUCKS

23. GRABS

24. GRITTING MACHINES

25. HEARSES

26. HORSE BOXES

27. LAWN MOWERS

28. LADDER CARRIER CARTS

29. LEVELLERS

30. LETOURNA DOZERS

31. MECHANICAL NAVVIES, SHOVELS, GRABS AND EXCAVATORS

32. MILITARY TEA VANS

33. MILK VANS (INSULATED)

34. MOBILE PLANT

35. MOBILE SHOPS AND CANTEENS

36. MOBILE SURGERIES AND DISPENSARIES

37. OIL AND PETROL TRANSPORT VEHICLES

38. PLANE LOADERS AND OTHER VEHICLES

39. PRISON VANS

40. REFRIGERATION/PRE-COOLING UNIT

41. RIPPERS

42. ROAD ROLLERS

43. ROAD SCRAPPING, SURFACING AND PRE-MIX LAYING EQUIPMENT

44. ROAD SWEEPERS

45. ROAD SPRINKLERS USED ALSO AS FIRE FIGHTING VEHICLES

46. SCRAPERS

47. SCIENTIFIC VANS

48. SHEEP FOOT TAMPING ROLLER

49. SHOVELS

50. SITE CLEARING AND LEVELLING PLANT

51. SPRAYING PLANT

52. TANKERS

53. TAR SPRAYERS (SELF PROPELLED)

54. TIPPERS

55. TOWER WAGONS

56. TRACTION ENGINES TRACTORS

57. TRIAL BUILDERS, TREE DOZERS

58. TROLLEYS AND GOODS CARRYING TRACTORS

E - TARIFF FOR MOTOR TRADE - ROAD TRANSIT RISKS ONLY (CLASS E)

1. Policies may be issued in respect of any type of motor trade vehicle traveling under its own power at the following rates of premium. It is permissible to issue either separate Policies or Declaration Policies in respect of such risks.

1.A. RATES OF PREMIUM FOR 'OWN DAMAGE' COVER

DISTANCE	RATES OF PREMIUM
Not Exceeding 120 Kms	**0.25% on IDV of the vehicle**
Exceeding 120 Kms but not exceeding 400 Kms	**0.30% on IDV of the vehicle**
Exceeding 400 Kms but not exceeding 800 Kms	**0.35% on IDV of the vehicle**
Exceeding 800 Kms but not exceeding 1200 Kms	**0.40% on IDV of the vehicle**
Exceeding 1200 Kms but not exceeding 1600 Kms	**0.50% on IDV of the vehicle**
Exceeding 1600 Kms but not exceeding 2000 Kms	**0.55% on IDV of the vehicle**
Exceeding 2000 Kms but not exceeding 2400 Kms	**0.65% on IDV of the vehicle**
Exceeding 2400 Kms but not exceeding 2800 Kms	**0.80% on IDV of the vehicle**
Exceeding 2800 Kms but not exceeding 3200 Kms	**0.85% on IDV of the vehicle**
Exceeding 3200 Kms but not exceeding 3600 Kms	**0.95% on IDV of the vehicle**
Exceeding 3600 Kms	**1.00% on IDV of the vehicle**

1. B. 'Liability Only' premium

i) Distance not exceeding 2400Kms: Rs. 375/-

ii) Distance exceeding 2400 Kms : Rs.435/-

2. Trailer

Policies issued as above may be extended to cover trailers at the following rates of premium subject to such trailers and towing vehicles being insured on identical terms.

RATES OF PREMIUM FOR 'OWN DAMAGE' COVER	
a. Towing of not more than two Trailers at a time (irrespective of number of Trailers insured)	25% of the rates of premium shown in the Schedule under **1.A.** above.
b. Towing of 3 or more Trailers at a time (irrespective of number of Trailers insured)	Application to be made to TAC.

"Liability Only' Premium: 25% of the 'Liability Only' premium shown under **1.B.** above.

Endorsement IMT 48 **(for agricultural trailers) or** ***Endorsement IMT 56*** **(for all other types of trailers) is to be used.**

The policy covering either the towing vehicle or the trailers should have the following warranty:

"Warranted that the trailer/s to be towed by the vehicle/s specified in the Schedule of the Policy and the vehicle/s towing any of the trailer/s specified in the Schedule of the Policy shall be insured with the Company and that the trailer/s and such towing vehicle/s be insured on identical terms.

Warranted also that not more than ... trailers shall be towed at any one time by the towing vehicle/s and further warranted that the company shall not be liable to indemnify the insured in connection with any vehicle or trailer while a greater number of trailers in all is being towed than is permitted by law".

3. Additional rate for deletion of 50% Limitation Clause in respect of damage to tyres.

An additional premium of 1% of the basic OD premium subject to a minimum premium of Rs. 5/- per chassis/vehicle per trip should be charged if the 50% limitation clause in respect of damage to tyres is to be deleted. This provision applies to Policies covering vehicle/chassis issued in favour of Manufacturers/Dealers or any other party who has an insurable interest in such chassis/vehicle provided that the chassis/vehicle in transit to the Manufacturers' or dealers' depots is brand new with brand new tyres.

Endorsement IMT– 62 is to be used.

4. Liability Only with Fire and/or Theft.

Policy may be issued to cover 'Liability Only' with fire and/or theft risks at the following rates of premium subject to a minimum premium of Rs. 100/-.

RISKS COVERED	PREMIUM
Liability Only policy with fire cover	Liability Only premium + 25% of the applicable O.D. Premium
Liability Only policy with theft only cover	Liability Only premium + 30% of the applicable O.D. Premium
Liability Only policy with fire and theft cover	Liability Only premium + 50 % of the applicable O.D. premium

Endorsement IMT- 27 is to be used.

5. Rules

(a) In the case of Declaration policies, the above rates are subject to a minimum premium of Rs.75/- for 'Package' policies, Rs.60/- for Liability Only and Fire and/or Theft cover, and R. 40/- for Liability Only covers.

(b) Commercial vehicles Policy form with the deletion of 'No Claim Bonus clause' and section IV shall be used.

(c) The cover is to be limited to the risk during transit naming the points of departure and arrival.

6. POLICY SCHEDULE WORDING REGARDING "LIMITATIONS AS TO USE" AND DRIVER

(a) Limitation as to use.

Use in connection with the Insured's business whilst the vehicle is in transit from …... to ……..

The Policy does not cover.

(1) Use for hire or reward

(2) Use for racing pace making reliability trial or speed testing.

(3) Use while drawing a trailer except the towing of any one disabled mechanically propelled Vehicle.

NB:

Where additional premium is paid for trailers amend (3) to read :- "Use whilst towing any trailer/s except the trailers insured with the Company or the towing of any one disabled mechanically propelled vehicle."

(b) Driver

Any person including insured:

Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license.

Provided also that 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.

F. TARIFF FOR MOTOR TRADE - ROAD RISK ONLY (CLASS - F)

REGULATIONS

1. The following regulations are applicable to all vehicles insured under this section.

2. Policies may be issued to Motor Trade on a named Driver or Trade Certificate basis. Any vehicle used for hire (other than private hire) is to be specifically insured under a Commercial Vehicles Policy at the appropriate rate.

3. LIMITS OF LIABILITY FOR THIRD PARTY

a) Under Section II -1 (i) of the Package policy (Under Section 1(i) of the Liability Only Policy)	As per requirements of Motor Vehicle Act, 1988
b) Under Section II –1 (ii) of the Package policy (Under Section 1(ii) of the Liability Only Policy)	**Rs. 1 lakh for motorized two wheelers and Rs.7.5 lakhs for others** **or** **Rs.6,000/-,** where the proposer / insured opts to limit the TPPD liability to the statutory limit of Rs.6000/-. ***Endorsement IMT-20 is to be used***.

NB. 1. The limit under (b) above is in respect of any one claim or series of claims arising out of one event / occurrence.

NB. 2. If at the insured's option, the expiring TPPD cover stands limited to the statutory limit of Rs. 6,000/-, an additional premium of Rs.50/- and Rs.200/- for motorized two wheelers and other vehicles respectively is to be charged for changing the TPPD cover to Rs. 1 lakh or Rs. 7.5 lakhs, as applicable, on renewal.

3 A. Guide to Completion of Policy Schedules

The Motor Vehicle

a) Named Driver Basis
Any Motor Vehicle the property of the insured or in his custody or control
All steam-driven vehicles are excluded.

b) Trade Certificate Basis

Any Motor Vehicle the property of the insured or in his custody or control whilst bearing Trade Certificate(s) No.(s) _____ All steam-driven vehicles are excluded.

Driver - Package Policy Form IZ 9(A)S

(i) Named Driver Basis _____ (Insert Name(s))

NOTE :

In the case of policies permitting driving for purposes of demonstration or tuition by persons not in the employ of the insured add the following paragraph :-

"In respect of vehicles being used for purposes of * demonstration or tuition by any other person provided he is driving with the insured's permission and is accompanied by a driver as named above".

* Delete the words "demonstration or" where necessary.

ii) Trade Certificate Basis

Any person including insured:
Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license.

Provided also that 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

NOTE :

In the case of Policies permitting driving for purposes of demonstration by persons not in the employ of the insured, add

"Any other person provided he is driving with the insured's permission and is accompanied by the insured or by a person in the insured's employ."

Limitations as to Use : Package Policy Form IZ 9(a)S
Use only for motor trade purposes IZ 9(b)S

The policy does not cover use for hire or reward or for organised racing and pace making reliability trial or speed testing.

NOTE :

In the case of Policies issued on a Named Driver Basis and extended to permit use for special domestic and pleasure purposes insert after the words " ..... Motor Trade Purpose" the words "and by ..... for social domestic and pleasure purposes".

Driver :

Liability only policy form IZ 9-
(i) Named Driver Basis - Insert Name(s)
(ii) Trade Certificate Basis

Any person who is driving on the insured's order or with his permission provided that the person driving holds or had held and has not been disqualified from holding an effective driving license with all the required endorsements thereon as per the Motor Vehicles Act and the rules made there under for the time being in force to drive the category of Motor Vehicles insured hereunder.

Limitations as to use :
Liability only policy Form
The Policy covers use for any purpose other than organised racing or speed testing.

Certificate of Insurance

The standard form of Certificate of Insurance is given at the end of this section.

4. Issuance of policy for Fire and/ or Theft cover(s) without **'Liability Only'** cover is not permitted.

RATES
(i) Motor Trade - Rates of premium for 'Own Damage' cover / 'Liability Only' cover (Excluding Motorized Two Wheelers)

Named Driver or Trade Certificates	Own Damage Premium for Covering Losses upto Rs. 25,000/-	Liability Only Premium
1st Named Driver or Certificate	0.45% on IDV of the vehicle	Rs. 550/-
For additional Drivers/ Certificates upto 5	Rs. 175/- per Driver/ Certificate	Rs. 265/- per Driver/ Certificate
For additional Drivers /Certificates exceeding 5 but not exceeding 10	Rs. 120/- per Driver/ Certificate	Rs. 175/- per Driver/ Certificate
For additional Drivers / Certificates exceeding 10 but not exceeding 15.	Rs. 85/- per Driver/ Certificate	Rs. 150/- per Driver/ Certificate

If the limit in respect of loss or damage to the vehicles is to exceed Rs.25,000/-, Own Damage premium is to be increased by an additional premium for each Named Driver or Trade Certificate at the rate of 1% on such excess value.

N.B.1. Separate Policies are to be effected in respect of risks rated on a Named Driver or Trade Certificate basis. It is, however, permissible to issue a combined Policy providing cover for both Trade

Certificates and Named Drivers in those cases where a firm deals in both registered and unregistered vehicles and where the authorities have held that Trade Certificates cannot be used for registered vehicles. In such cases, the Named Driver basis of rating is to be applied subject to the condition that if the number of drivers on which such policies are rated is less than the number of Trade Certificates held by the Motor Dealer the premium shall be calculated on the maximum number of Certificates held. Further "driver" in the Policy Schedule should be restricted to Named Driver i.e., when an unregistered vehicle is to be driven under a Trade Certificate noted in the Schedule, a Named Driver shall drive it.

N.B.2. Separate Policies are to be effected in respect of each town in which the insured has a place of business. Not more than one Policy for named drivers and one Policy for trade certificates can be issued in respect of each town.

N.B.3. It is not permissible to give for subsequent Certificates or "Named Drivers" a type of Cover different from that issued in connection with the first Certificate or First Named Driver.

N.B.4. All Trade Certificates in possession of or all Drivers employed by the Insured for his trade are to be declared for insurance.

N.B.5. ***Endorsement IMT - 41 is to be used*** for all "Package" and "Liability Only" Policies.

Liability Only cover with Fire and / or Theft Risks - Refer to GR.45B

(ii) Motor Trade - Rates of premium for 'Own Damage' cover / 'Liability Only' cover for Motorized Two Wheelers

Named Driver or Trade Certificates	**Own Damage premium for losses upto Rs. 7500/-**	**Liability Only premium**
1st Named Driver or Certificate	0.45% on IDV of the vehicle	Rs. 255/-
For each Additional Driver or Certificate	Rs. 85/- per driver	Rs. 115/-

If the limit in respect of loss or damage to vehicles is to exceed Rs. 7500/-, Own Damage premium is to be increased by an additional premium at the rate of 1% on such excess value for each Named Driver or Trade Certificate.

N.B.1. Separate Policies are to be effected in respect of risks rated on a Named Driver or Trade Certificate basis. It is, however, permissible to issue a combined Policy, providing cover for both Trade Certificates and Named Drivers in those cases where a firm deals in both registered and unregistered vehicles and where the authorities have held that Trade Certificates cannot be used for registered vehicles. In such cases, the Named Driver basis of rating is to be applied subject to the condition that if the number of drivers on which such policies are rated is less than the number of Trade Certificates held by the Motor Dealer the premium shall be calculated on the maximum number of Certificates held. Further "driver" in the Policy Schedule should be restricted to Named Driver i.e., when an unregistered vehicle is to be driven under a Trade Certificate noted in the Schedule, a Named Driver shall drive it.

N.B.2. Separate Policies are to be effected in respect of each town in which the insured has a place of business. Not more than one Policy for named drivers and one Policy for trade certificates may be issued in respect of each town.

N.B.3. It is not permissible to give a cover different from that issued in connection with the first Certificate or First Named Driver for subsequent Certificates or "Named Drivers".

N.B.4. All Trade Certificates in possession of / all Drivers employed by the Insured for his trade are to be declared for insurance.

N.B.5. The Standard Form of Motor Trade Policy together with ***Endorsement IMT - 57 is to be used.***

N.B.6. Any claim under Own Damage Section of the policy is subject to a compulsory deductible of Rs.50/-.

N.B.7. No reduction of premium is to be allowed in consideration of any of the above exclusion or limitations nor can the compulsory excess be eliminated by the payment of any additional premium whatsoever.

Liability Only with Fire and / or Theft risks – Refer to GR.45B.

LOAN OR HIRE OF VEHICLES TO CUSTOMERS BY MOTOR DEALERS.

(a) Cars of Private car type

Cars of private car type let out by motor dealers on loan or hire to customers when their (customer's) vehicles are under repair with the same dealers may be insured under a private car policy (Standard Form) on a declaration basis at the following rates :-

Package Policy Cover may be provided at the rate of Rs. 12/- per car per day, for a period not exceeding 12 months, with a minimum premium of Rs. 330/-.

If "**Liability Only**" cover is required, it may be provided at the Rate of Re. 2/- per car per day, for a period not exceeding 12 months, with a minimum premium of Rs. 175/-

Endorsement IMT - 58 is to be used.

(b) Motorized two wheelers

Two wheelers let out by Motor dealers on loan or hire to customers when their (customer's) vehicles are under repair with the same dealers may be insured under a Standard Motor Cycle Policy on a declaration basis at the following rates :-

Package Policy Cover may be provided at the rate of Rs. 6.00 per two wheeler per day for a period not exceeding 12 months, subject to a minimum premium of Rs. 225/-

If "Liability Only" cover is required, it may be provided at the Rate of Re. 1.00 per two wheeler per day, for a period not exceeding 12 months, subject to a minimum premium of Rs. 120/-.

Endorsement IMT- 58 is to be used.

EXTRA BENEFITS

a) Legal Liability to passengers excluding liabilities for accidents to employees of the insured arising out of and in course of employment.

In case of vehicles not having more than seven seats including the driver's seat the insured may be indemnified in respect of passenger risk by payment of Rs. 115/- per passenger upon the total number of vehicles at risk. Each such vehicle is deemed to have 4 passenger seats for the purpose of calculating premium.

Endorsement IMT - 46 is to be used.

b) Private use

Where the law permits, Policies may be extended to cover use of vehicles at an additional premium of 5.5% to provide use by and to indemnify the following persons in respect of Liability to the Public risks whilst using the insured vehicle for social domestic and pleasure purposes :-

(i) The insured

(ii) A Member or Director of the insured ; and

(iii) An Employee of the insured.

Endorsement No. 59 is to be used

(See Regulation No. 3 A for amendment of the "Limitation as to use")

c) Demonstration - Driving Extension

Policies may be extended to cover driving for purposes of demonstration by persons not in the employ of the insured while accompanied by the insured or an employee of the insured for an additional premium of 12% of----------.

Endorsement IMT -60 is to be used.

(For amendment of the wording re : "driving", see Regulation No. 3A - Guide to Completion of Policy Schedules)

d) Tuition - Driving Extension (Applicable only to Policies issued on the Named Driver Basis)

Where additional premium has been paid in accordance with Extra Benefit Item. **c** above, Policies issued on the Named Driver basis may be further extended to cover driving for purposes of Tuition by persons not in the employ of the insured while accompanied by one of the drivers named in the Policy for a further loading of 50%.

Endorsement IMT - 61 is to be used.

Where, however, additional premium in accordance with Extra Benefit Item c has not been paid, additional premium of 60% should be charged for this extension in which case the words "demonstration or" appearing after the words "for purposes of" in Endorsement IMT -. 61 is to be deleted.

(For amendment of the wording re : "driving", see Regulation No. 3 A- Guide to completion of Policy Schedules)

e) Wider Legal Liability Cover in respect of Paid Drivers

Legal Liability under the Workmen's Compensation Act (or other identical legislation) Fatal Accidents Act and at Common Law may be granted by charging an additional premium at the rate of Rs. 25/- per Trade Certificate or Named Driver.

Endorsement IMT - 28 is to be used.

f) Additional rate for deletion of 50% Limitation Clause in respect of damage to tyres.:

An additional premium of 1% of the basic OD premium subject to a minimum premium of Rs. 5/- per chassis/vehicle per trip should be charged if the 50% limitation clause in respect of damage to tyres is to be deleted. This provision applies to Policies covering vehicle/chassis issued in favour of Manufacturers/Dealers or any other party who has an insurable interest in such chassis/vehicle provided that the chassis/vehicle in transit to the Manufacturers' or dealers' depots is brand new with brand new tyres.

Endorsement IMT - 62 is to be used.

G. TARIFF FOR MOTOR TRADE - INTERNAL RISKS ONLY (CLASS G)

Risks of Motor Manufacturers and Motor Assembly Factories and risks comprising solely Motor Body Builders and Petrol Filling Stations are not subject to this Tariff.

Motor Trade Internal Risks Policy with ***Endorsement IMT - 63 is to be used*** for 'Liability Only' covers.

The indemnity provided under this section is as under:-

COVER	**LIABILITY ONLY**	**PACKAGE POLICY**
	AMOUNT OF INDEMNITY	
Bodily Injury	Unlimited	Unlimited
Property Damage excluding Damage to Vehicles	Rs. 1.5 lakhs for any one accident	Rs.1.5 lakhs for any one accident
Damage to Vehicles (TP)	Not applicable	Rs.1.5 lakhs for any one accident
Damage to own vehicles	Not applicable	Rs. 50,000/- any one accident

NOTE: Compulsory deductible as in GR – 40 shall apply.

RATES FOR MOTOR TRADE - INTERNAL RISKS

Rates applicable for superficial area occupied by the insured for the purpose of Motor Trade business not exceeding 2000 sq. meters.	
Premium for Package policies :	0.28% on wages + Rs.150/-
Premium for Liability Only policies :	0.28% on wages
NOTE: For superficial area exceeding 2000 sq. mtrs., additional premium of Rs.15/- and Rs.8/- is chargeable on the Package premium and Liability Only premium respectively for every 1000 sq.mtr or part thereof.	

NOTES:

1. Showroom

Where premises are occupied as Showrooms only 50% of the above rates are to be charged.

2. Open-air Car Parks

Open-air Car parks adjoining but outside motor trader's premises as defined above may be covered but only 50% of the superficial area of such car parks is to be used for premium calculation purposes.

Endorsement IMT- 64 is to be used.

3. More than one Premises.

In case of premises within 450 meters by road of any other premises, all belonging to one owner and insured under one Policy, all such premises may be deemed to be one, or if preferred, any or all such premises may be dealt with as separate premises.

Subject to this, each premise is to be rated as a separate risk both as regards superficial area and wages and the premiums totaled.

The resultant premium may be reduced by the following discounts :

Exceeding 2 premises but not exceeding 5 premises	20%
Exceeding 5 premises but not exceeding 10 premises.....	25%
Exceeding 10 premises	30%

4. Third Party Property Damage By Fire :

Third Party Liability for loss of or damage to the motor vehicles or other property by Fire is not subject to the Motor Trade Internal Risks Tariff and may not be added to a Policy there under.

5. Work away from Premises.

Internal Risks Policies may be extended to cover the liability of the Insured arising out of work away from his own premises at an additional premium of 0.065% on the total wages subject to a minimum additional premium of Rs. 50/-.

Endorsement IMT- 65 is to be used.

SECTION-5

PROPOSAL FORMS

Form No:

PROPOSAL FORM FOR PRIVATE CARS/MOTORISED TWO WHEELERS PACKAGE POLICY AND LIABILITY ONLY POLICY

(The queries made/details stated below are the minimum requirements to be furnished by a proposer. The Insurer may seek any other information as desired for underwriting purpose.)

Proposer's (Owner's) Full Name:
Address (Address where vehicle is normally kept and used):
Pin Code: Tel. No: Fax No: E-Mail Address:
Occupation / Business:
Type of Cover required : Liability Only Policy / Package Policy / Others (specify)
Period of Insurance: From---------- To----------

1. Registration No. and Date of Registration of the Vehicle:
2. Registering Authority & Location :
3. Year of Manufacture :
4. Engine No :
5. Chassis No. :
6. Make of Vehicle :
7. Type of Body/Model :
8. Cubic Capacity :
9. Seating capacity including Driver :
10. Whether the vehicle is driven by non-conventional Yes/No

source of power
If yes, please give details.

11. Whether the vehicle is used for driving tuitions. Yes/No

12. Whether extension of geographical area to the following countries required ? Yes/No

Bangladesh, Bhutan, Maldives, Nepal. Pakistan and Sri Lanka.

If 'Yes' state the name of the countries. 1)
2)
3)

13. Whether use of vehicle is limited to own premises? Yes/No

14. Whether vehicle is used for Commercial purposes ? Yes/No

15. Whether vehicle belongs to foreign embassy / consulate ?

16. Whether the car is certified as Vintage car by Vintage and Classic Car Club of India ? Yes/No

17. Whether vehicle is designed for use of Blind/ Handicapped/ mentally challenged persons and duly endorsed as such by RTA ? Yes/No

18. Whether the vehicle is fitted with fibre glass tank ? Yes/No

19. Do you wish to opt for higher deductible over and above the compulsory deductible (Rs.50 for Two Wheelers and Rs.500/Rs.1000/- for Private Cars) Yes/No

If yes, please specify the amount (for two wheelers) Rs.500/750/1000/1500/3000

(for private cars) Rs.2500/5000/7500/15000

20. Are you a member of Automobile Association of India? Yes/No

If yes, please state
a. Name of Association _____
b. Membership No. _____
c. Date of expiry _____

21. Are you entitled to No Claim Bonus ? Yes/No

If yes, please submit proof thereof.

22. Is the vehicle fitted with the any Anti-theft device approved by the AARI.? Yes/No

If Yes, attach Certificate of Installation in the vehicle issued by Automobile Association of India.

23. Liability to Third Parties.

The policy provides Third Party Property Damage(TPPD)of Rs.1 lakh/-(Two wheelers) and Rs.7.5 lakhs (Private Cars).

Do you wish to to restrict the above limits to the statutory TPPD Liability limit of Rs.6000/- only? Yes/No

24. Do you wish to cover Legal Liability to ?

A) Driver (No. of persons _____) Yes/No
B) Other employees (No. of persons_____) Yes/No
C) Unnamed Passengers (No.of Persons_____) Yes/No

25. Do you wish to include Personal Accident (P.A.) Cover for Named persons ? Yes/No

If yes, give name and Capital Sum Insured (CSI) opted for. The maximum CSI available per person is Rs. 2 lakhs in the case of Private cars and Rs. 1 Lakh in the case of Motorised two wheelers.

Name	**CSI opted (Rs.)**
1.	
2.	
3.	

26. Do you wish to include P.A. Cover for unnamed persons /hirer/pillion passengers(two wheelers) ? Yes/No

If yes, give the number of persons and Capital Sum Insured (CSI) opted. The maximum CSI available per person is Rs. 2 lakhs in the case of Private cars and Rs. 1 lakh in the case of Motorised two wheelers.

Number of persons	**CSI opted (Rs.)**

27. Insured's Declared Value (Please fill up the following table:)

Insured's Declared Value of vehicle	Non - electrical accessories fitted to the vehicle	Electrical & electronic accessories fitted to the vehicle	Side Car (two wheeler) Trailer (Pvt.cars)	Value of CNG / LPG Kit	Total Value
Rs.	Rs.	Rs.	Rs.	Rs.	Rs.

Note:

The **Insured's Declared Value (IDV)** of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this tariff and it will be fixed at the commencement of each policy period for each insured vehicle.

The IDV of the vehicle is to be fixed on the basis of manufacturers' listed selling price of the brand and model as the vehicle proposed for insurance at the commencement of insurance /renewal, and adjusted for depreciation (as per schedule specified below). The IDV of the side car(s) and / or accessories, if any, fitted to the vehicle but not included in the manufacturer's listed selling price of the vehicle is / are also likewise to be fixed.

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

SCHEDULE OF DEPRECIATION FOR ARRIVING AT IDV

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

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

28 Previous History

a. Date of Purchase of the vehicle by the proposer

_____

b. Whether the vehicle was New or Second Hand at the time of Purchase

_____

c. Will the vehicle be used exclusively for

A. private, social, domestic, pleasure & professional purposes (Yes/No)

B. carriage of goods other than samples or personal luggage (Yes/No)

d. Is the vehicle in good condition ? (Yes/No)

If "No" please give full details

_____

e. Name and address of the previous insurer

_____

_____

_____

f. Previous Policy Number

_____

Period of Insurance from _____/_____/_____ to _____/_____/_____

g. Type of cover: Liability Only Cover / Package Cover /Others(specify)

h. Claims lodged during the preceding 3 years | Year | Number | Amount (Rs.)

_____

_____

_____

i. Has any insurance company ever :

a) declined the proposal (Yes/No)

b) cancelled & refused to renew (Yes/No)
(if yes, reasons there for).....

c) imposed special condition or excess (Yes/No)

(if yes, reasons and details thereof) .....

29. Details of Hire Purchase / Hypothecation / Lease

a) Is the vehicle proposed for insurance :-

Under Hire Purchase (Yes/No)

Under Lease Agreement (Yes/No)

Under Hypothecation Agreement (Yes/No)

b) If yes, give name and address of concerned parties ____ _____ _____ _____ _____ _____ _____ _____ ___ _____ _____ _____ _____ _____ _____
_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____

30. Details of Driver :

(a) Age Owner Driver
Others

(b) Does the driver suffer from defective vision or hearing or any physical infirmity. (Yes/No)

If "Yes" please give details.

(c) Has the driver ever been involved/convicted for causing any accident or loss ? If yes, please give details as under including the pending prosecution, if any :-

Driver's Name	Date of Accident	Circumstances of Accident/ Claim	Loss/Cost Rs.

31. Any other relevant information :

Declaration by Insured

I / We hereby declare that the statements made by me / us in this Proposal Form are true to the best of my / our knowledge and belief and I / We hereby agree that this declaration shall form the basis of the contract between me / us and the "--------- --------- --------- ---------- Co. Ltd."

I/We also declare that any additions or alterations are carried out after the submission of this proposal form then the same would be conveyed to the insurers immediately.

Place
Date Signature of Proposer

INSURANCE ACT 1938, SECTION 41 - PROHIBITION OF REBATES

1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind or risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the prospectus or tables of the Insurer.

2. Any person making default in complying with the provisions of this section shall be punishable with fine, which may extend to five hundred rupees.

PROPOSAL FORM FOR COMMERCIAL VEHICLES
PACKAGE POLICY AND LIABILITY ONLY POLICY
(other than Motor Trade Internal Risks Policy)

(The queries made/details stated below are the minimum requirements to be furnished by a proposer. The Insurer may seek any other information as desired for underwriting purpose.)

Proposer's (Owner's) Full Name:

Address: Address where vehicle is normally kept and used:

Pin Code: Tel. No: Fax No: E-Mail Address:

Occupation / Business:

Type of Cover required : Liability Only Policy / Package Policy / Others (specify)

Period of Insurance: From---------- To----------

1. Registration No. and Date of Registration of the vehicle
2. Registering Authority & Location
3. Year of Manufacture
4. Engine No.
5. Chassis No.
6. Make of Vehicle
7. Type of (a) Body

   (b) Model
8. Gross Vehicle Weight(GVW)/Cubic Capacity(C.C.)

9. Max. licensed carrying capacity (No.of Passengers) in case of Passenger carrying vehicles?

10. Whether extension of geographical area To the following countries required? Yes/No

Bangladesh, Bhutan, Maldives, Nepal. Pakistan and Sri Lanka.

If 'Yes' state the name of the countries. 1)
2)
3)

11. Whether the vehicle is driven by non-conventional source of power? Yes/No
If yes, please give details.

12. Whether the vehicle is used for driving tuitions? Yes/No

13. Whether the use of the vehicle is limited to own premises? Yes/No

14. Whether the commercial vehicle is also used for Private purposes (excluding use for hire or reward) ? Yes/No

15. Whether vehicle belongs to foreign embassy/ consulate? Yes/No

16. Whether vehicle is designed for use of Blind/ handicapped/mentally challenged persons and duly endorsed as such by **RTA** ? Yes/No

17. Whether vehicle is fitted with fibre glass tank ? Yes/No

18. Are you entitled to No Claim Bonus ? Yes/No
If yes, please submit proof thereof.

19. Is the vehicle fitted with the any Anti-theft Device approved by the AARI, Pune ? Yes/No

If yes, attach Certificate of Installation in the vehicle issued by Automobile Association of India.

20. Liability to Third Parties

The policy provides Third Party Property Damage (TPPD) of Rs. 1 lakh (Two wheelers) and Rs.7.5 lakhs (other class of vehicles).

Do you wish to to restrict the above limits to the statutory TPPD Liability limit of Rs.6000/- only? Yes/No

21. Do you wish to cover Legal Liability to ?
A) Driver/Conductor/Cleaner (No. Of persons _____) Yes/No
B) Other employees (No. of persons_____) Yes/No
C) Non-fare paying passenger (No. of persons_____) Yes/No

22. Do you wish to include Personal Accident (P.A.) Cover for paid drivers, cleaners and conductors? Yes/No

If yes, give name and Capital Sum Insured (CSI) opted for. The maximum CSI available per person is Rs. 1 Lakh in the case of Motorised two wheelers and Rs.2 lakhs for other classes of vehicles.

Name **CSI opted (Rs.)**

1.
2.
3.

23. Do you wish to include P.A. Cover for unnamed persons/hirer/pillion riders(two wheelers)? Yes/No

If yes, give the number of persons and Capital Sum Insured (CSI) opted. The maximum CSI available per person is Rs. 1 Lakh in the case of Motorised two wheelers and Rs.2 lakhs for other classes of vehicles.

Number of persons **CSI opted (Rs.)**

24. Insured's Declared Value

Insured's Declared Value of vehicle	Non - electrical accessories fitted to the vehicle	Electrical & electronic accessories fitted to the vehicle	Side Car (two wheeler) Trailer (pvt.cars)	Value of CNG / LPG Kit	Total Value
Rs.	Rs.	Rs.	Rs.	Rs.	Rs.

Note:

The **Insured's Declared Value (IDV)** of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this tariff and it will be fixed at the commencement of each policy period for each insured vehicle.

The IDV of the vehicle is to be fixed on the basis of manufacturers' listed selling price of the brand and model as the vehicle proposed for insurance at the commencement of insurance /renewal, and adjusted for depreciation (as per schedule specified below). The IDV of the side car(s) and / or accessories, if any, fitted to the vehicle but not included in the manufacturer's listed selling price of the vehicle is / are also likewise to be fixed.

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/ Constructive Total Loss **(TL/ CTL)** claims only. A vehicle will be considered to be a CTL where the

aggregate cost of retrieval and / or repair of the vehicle subject to terms and conditions of the policy exceeds 75% of the IDV.

SCHEDULE OF DEPRECIATION FOR ARRIVING AT IDV

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

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

Previous History

25

a. Date of Purchase of the vehicle by the proposer _____

b. Whether the vehicle was New or Second Hand at the time of Purchase _____

c. Is the vehicle in good condition ? (Yes/No)

If "No" please give full details _____

d. Name and address of the previous insurer _____

_____

_____

e. Previous Policy Number _____

Period of Insurance from _____/_____/_____ to _____/_____/_____

f. Type of cover Liability Only Cover / Package Cover /Others(specify)

g. Claims lodged during the preceding 3 years Year Number Amount (Rs.)

_____

_____

_____

h. Has any insurance company ever :

a) declined the proposal (Yes/No)

b) cancelled & refused to renew (Yes/No)
(if yes, reasons therefor).....

c) imposed special condition or excess (Yes/No)

(if yes, reasons and details thereof) ....

26. Details of Hire Purchase / Hypothecation / Lease

a) Is the vehicle proposed for insurance :-

Under Hire Purchase	(Yes/No)
Under Lease Agreement	(Yes/No)
Under Hypothecation Agreement	(Yes/No)

b) If yes, give name and address of concerned parties ____ _________ _________ ________ ______ _______ _______ _____ ____ _____ _______ _________ __________ ______ ____________ ________ _______ _____ ____ _____ ____ ____ ______ _________ _______ ____ ______

27. Details of Driver :

(a) Age Owner Driver
Others

(b) Does the driver suffer from defective vision or hearing or any physical infirmity. (Yes/No)

If "Yes" please give details.

(c) Has the driver ever been involved/convicted for causing any accident or loss ? If yes, please give details as under including the pending prosecution, if any :-

Driver's Name	Date of Accident	Circumstances of Accident/ Claim	Loss/Cost Rs.

28. Any other relevant information :

<u>Declaration by Insured</u>

I / We hereby declare that the statements made by me / us in this Proposal Form are true to the best of my / our knowledge and belief and I / We hereby agree that this declaration shall form the basis of the contract between me / us and the "--------- --------- --------- ------------------- Co. Ltd."

I/We also hereby declare that if any additions or alterations are carried out after the submission of this proposal form then the same would be conveyed to the insurers immediately.

Place
Date Signature of Proposer

INSURANCE ACT 1938, SECTION 41 - PROHIBITION OF REBATES

1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind or risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the prospectus or tables of the Insurer.

2. Any person making default in complying with the provisions of this section shall be punishable with fine, which may extend to five hundred rupees.

PROPOSAL FORM FOR MOTOR TRADE INTERNAL RISKS

(The queries made/details stated below are the minimum requirements to be furnished by a proposer. The Insurer may seek any other information as desired for underwriting purpose.)

1. Proposer's full name

2. Address

3. Particulars of premises to be insured :

(Attach plan showing measurement and situation and number of entrances and exits, trap-doors, inspection pits or other openings in floor or pavement. Show also situation of any plant, machinery or petrol pumps.)

(a) Situation

(b) Date of construction

(c) Superficial area of the premises i.e. whole of the land and buildings occupied by the proposer for the purposes of his Motor trade business.

(d) If premises used for any purpose other than as a showroom, garage or workshop state such other use.

4. Do you wish cover for any adjoining area outside your premises which is used as a car park? If so give brief description and state its superficial area.

5. State total estimated annual wages, salaries and other earnings paid to employees.

6. Are you or have you ever been insured against Liability to the Public Risks of any kind including Motor vehicle Road Risk?
If so state name of the Company or Underwriter.

7. Has any Company or Underwriter ever -
(a) Declined your proposal?
(b) Required you to carry the first portion of any loss?
(c) Required an increased premium or imposed special conditions?
(d) Refused to renew your Policy?
(e) Cancelled your Policy?

8. Give below particulars of any claim made upon you or by you during the past years.
Total cost of settled claims Outstanding Claims

Year
Total No. of Accidents
Bodily injury to third parties

Damage to property including vehicles owned by third parties
Damage to own vehicles
Number
Estimated cost

9. Under which of the following covers do you require insurance?
   A. Damage and Liability to Public Risks (i.e. Package policy)
   or
   B. Liability only Policy (excluding damage to vehicle)

Declaration by Insured

I / We hereby declare that the statements made by me / us in this Proposal Form are true to the best of my / our knowledge and belief and I / We hereby agree that this declaration shall form the basis of the contract between me / us and the "--------- --------- --------- ---------- Co. Ltd."

I/We also hereby declare that if any additions or alterations are carried out after the submission of this proposal form then the same would be conveyed to the insurers immediately.

Place Date Signature of the Proposer

INSURANCE ACT 1938, SECTION 41 - PROHIBITION OF REBATES

1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind or risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the prospectus or tables of the Insurer.

2. Any person making default in complying with the provisions of this section shall be punishable with fine, which may extend to five hundred rupees.

SECTION-6

STANDARD WORDINGS INRESPECT OF POLICY INCLUDING PREMIUM COMPUTATION TABLE ,CERTIFICATE OF INSURANCE AND COVER NOTE

STANDARD FORM FOR LIABILITY ONLY POLICY

(Applicable to all classes of vehicles with suitable amendments in 'Limitations as to Use')

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid the premium as consideration for such insurance in respect of events occurring during the period of insurance.

NOW THIS POLICY WITNESSETH:

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

i) LIABILITY TO THIRD PARTIES

1. Subject to the Limit of liability as laid down in the schedule hereto, the Company will indemnify the insured in the event of accident caused by or arising out of the use of the Motor Vehicle anywhere in India against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of

i. death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act.

ii. damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured up to the limit specified in the schedule.

2. The Company will also pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity which is granted by this policy to the insured, the Company will indemnify any driver who is driving the Motor Vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply.

4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

5. The Company may at its own option

(A) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be

the subject of indemnity under this Policy and

(B) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

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

APPLICATION OF LIMITS OF INDEMNITY

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

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

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

Provided always that

1) 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 owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

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 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.

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.

SCHEDULE

Policy No. :
The Company :
The Insured : Name :
Address :
Business or Profession :

Period of Insurance : From .. .... o' Clock on ..... to……. midnight on .....

The Motor Vehicle : Any of the following:-

(Motor Vehicle shall in case of a Motorised Two Wheeler be deemed to include a side car attached to it)

Registration mark	**Engine No.**	**Make**	**Type**	**Cubic Capaci**	**Year of manufactu**	**Gross Vehicle**	**No. of Passengers**

	& Chassis No.		of Body	ty	re	Weight (GVW)	including Driver.

Geographical Area : INDIA

Limit of Liability to Third Parties:

1. Under 1(i) of the Policy - Such amount as is necessary to meet the requirements of the Motor Vehicles Act 1988

2. Under 1(ii) of the Policy – (a) For Motorised two-wheelers - Rs. ……*

   (b) For all other vehicles - Rs ……*

*Insert Rs.6000/-Rs.1 lakh/-Rs.7.5 lakhs as the case may be.
Personal Accident cover for Owner-Driver under Section III (CSI) Rs ……

Limitations as to Use:-

Stage Carriage/ Contract Carriage/ Goods Carriage/ Private Service Vehicle	The policy covers use only under a permit within the meaning of the Motor Vehicles Act,1988 or such a carriage falling under sub-section (3) of Section 66 of the Motor Vehicles Act, 1988. The policy does not cover use for: a) Organised racing b) Speed testing
Private Service Vehicle and non- transport vehicle	The policy covers use for any purpose other than: a) hire or reward b) organised racing, or c) speed testing

Driver :
Persons or classes of persons entitled to drive:

Stage Carriage / Contract carriage / Private Service Vehicle	Any person including insured : Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective Learner's license may also drive the vehicle when not used for the transport of passengers at the time of accident and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.

Goods Carriage	Any person including insured: Provided that a person driving hold an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective Learner's license may also drive the vehicle when not used for the transport of goods at the time of the accident and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.
Non Transport vehicles	Any person including insured: Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that 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

Schedule of Premium

Basic premium including premium for TPPD Vehicle	Rs
Trailers (Endt. IMT-)	
CNG / LPG Engine or bi- fuel kit	
Total Rs--	Rs 60/-
Add:	
a) PA for Owner - Driver	
b) PA for paid drivers, cleaners & Conductors (IMT Endt .No 17)	Rs
c) Legal liability to persons employed in connection with operation and/or maintenance and/or loading and/or unloading (Endt. IMT No. 39)	Rs
d) Legal liability to persons employed in connection with operation and/or maintenance and/or loading and/or unloading(Endt IMT 39)	Rs Rs
e) for any other extra	Rs
TOTAL LIABILITY PREMIUM	

Date and Signature of Proposal and Declaration :

Signed at …….. on the ……. Day of ……. (year)

(Duly Constituted Attorney(s))

STANDARD FORM FOR PRIVATE CAR 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

The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and / or its accessories whilst thereon

i. by fire explosion self ignition or lightning ;
ii. by burglary housebreaking or theft ;
iii. by riot and strike;
iv. by earthquake (fire and shock damage);
v. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
vi. by accidental external means;
vii. by malicious act;
viii. by terrorist activity;
ix. whilst in transit by road rail inland-waterway lift elevator or air;
x. by landslide rockslide.

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

1. For all rubber/ nylon / plastic parts, tyres and tubes, batteries and air bags - 50%

2. For fibre glass components - 30%

3. For all parts made of glass - Nil

4. Rate of depreciation for all other parts **including wooden parts** will be as per the following schedule.

AGE OF VEHICLE	**% OF DEPRECIATION**
Not exceeding 6 months	.....…Nil
Exceeding 6 months but not exceeding 1 year.....	5%
Exceeding 1 year but not exceeding 2 years.....	10%
Exceeding 2 years but not exceeding 3 years.....	15%

Exceeding 3 years but not exceeding 4 years.....….....25%
Exceeding 4 years but not exceeding 5 years.....35%
Exceeding 5 year but not exceeding 10 years.....40%
Exceeding 10 years.....…….....50%

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;

(b) damage to tyres and tubes unless the vehicle is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement.

and

(c) any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the insured but not exceeding in all Rs. 1500/- in respect of any one accident.

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

a) the estimated cost of such repair including replacements, if any, does not exceed Rs.500/-;

b) the Company is furnished forthwith with a detailed estimate of the cost of repairs; and

c) the insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

SUM INSURED – INSURED'S DECLARED VALUE (IDV)

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

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

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

THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

AGE OF THE VEHICLE	**% OF DEPRECIATION FOR FIXING IDV**

Not exceeding 6 months	**5%**
Exceeding 6 months but not exceeding 1 year	**15%**
Exceeding 1 year but not exceeding 2 years	**20%**
Exceeding 2 years but not exceeding 3 years	**30%**
Exceeding 3 years but not exceeding 4 years	**40%**
Exceeding 4 years but not exceeding 5 years	**50%**

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

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

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

SECTION II - LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums which the insured shall become legally liable to pay in respect of :-

(i) death of or bodily injury to any person including occupants carried in the vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured.

(ii) damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.

2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity granted by this section to the insured, the Company will indemnify any driver who is driving the vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and

conditions of this Policy in so far as they apply.

5. The Company may at its own option

(A) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and
(B) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

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

APPLICATION OF LIMITS OF INDEMNITY

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

SECTION III – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

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

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

Provided always that

A) compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 2 lakhs during any one period of

insurance.

C) no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self injury suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

C) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

2) This cover is subject to

(a) the owner-driver is the registered owner of the vehicle insured herein;

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

(c) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

GENERAL EXCEPTIONS

(Applicable to all Sections of the Policy)

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

1. any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;

2. any claim arising out of any contractual liability;

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

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

or

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

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

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

5. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

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

DEDUCTIBLE

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

CONDITIONS

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

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or criminal act which may be the subject of a claim under this Policy the insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.

2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.

3. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:

(a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.

(b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

4. The insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

5. 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.

6. 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.

7. 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.

8. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the

statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

9. 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.

SCHEDULE

Policy No. :

THE COMPANY :

THE INSURED : Name :
Address :
Business or Profession :

Period of Insurance : From ..... o' clock on ..... to midnight on .....

Geographical Area : INDIA

The vehicle :

Registration Mark & Place of Registration	Engine No. & Chassis No.	Make	Type of body	Cubic capacity	Year of manufacture	Seating capacity including driver	IDV (Insured's Declared Value)

Policy No.	**INSURED'S DECLARED VALUE**

	For the Vehicle	For trailers	Non electrical accessories	Electrical/ Electronic accessories	Value of CNG/ LPG kit	Total Value
	Rs	Rs	Rs	Rs	Rs	Rs

Limitations as to use:-

The Policy covers use of the vehicle for any purpose other than:

a) Hire or Reward
b) Carriage of goods (other than samples or personal luggage)
c) Organized racing
d) Pace making
e) Speed testing
f) Reliability Trials
g) Any purpose in connection with Motor Trade

Driver:

Any person including the insured

Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license;

Provided also that 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.

Limits of Liability

Under Section II-1 (i) of the policy - Death of or bodily injury - Such amount as is necessary to meet there requirements of the Motor Vehicles Act, 1988.

Under Section II - 1(ii) of the policy -Damage to Third Party Property - Rs……. /*

*Insert Rs.6000/-Rs.7.5 lakhs as the case may be.

P.A. Cover under Section III for Owner – Driver (CSI) : Rs. …….
Deductible under section –I : : Rs……..

No Claim Bonus

The insured is entitled for a No Claim Bonus (NCB) on the Own Damage section of the policy, if no claim is made or pending during the preceding year (s), as per the following table:

Period of Insurance	**% of NCB on OD premium**
The preceding year	20 %
Preceding Two consecutive years	25 %
Preceding Three consecutive years	35 %

Preceding Four consecutive years	45 %
Preceding Five consecutive years	50 %

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

PREMIUM COMPUTATION TABLE

(Insurers to give here details of computation of the premium. A specimen premium computation table is given at the end of this section)

Subject to I.M.T.Endt.Nos.& Memorandum ..... printed/herein/attached hereto Under Hire Purchase Agreement with .....
Hypothecated with .....
Lease agreement with .....
Date and signature **of proposal** .....

in Witness whereof this Policy has been signed at ..... this .....day of .....
in lieu of cover Note No. ..... Date .....
Receipt No. .....Date .....

Address of issuing Office:

(Duly Constituted Attorney (s))

IMPORTANT NOTICE

The Insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this Schedule. Any payment made by the Company by reason of wider terms appearing in the Certificate in order to comply with the Motor Vehicle Act, 1988 is recoverable from the Insured. See the clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY".
For Legal interpretation, English version will hold good.

CERTIFICATE OF INSURANCE

Policy No. _____ Certificate No. _____

Particulars of vehicle insured :

Reg. Mark, No. & Place of Registration	Engine No.& Chassis No	Make	Year of Manufacture	Type of Body	C.C	Seating capacity	Net Premium Rs.

Name of Registration Authority :
Name & Address of Insured :

Geographical Area :INDIA

Business or Profession :

Effective date of commencement of Insurance for the purpose of Act.
From _____ O' Clock on _____ .

Date of expiry of the insurance. Midnight on _____

Persons or Class of Persons entitled to drive

Any person including the insured

Provided that a person driving holds an effective Driving license at the time of the accident and is not disqualified from holding or obtaining such a license.

Provided also that 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.

LIMITATIONS AS TO USE

The Policy covers use for any purpose other than

a) Hire or Reward
b) Carriage of goods (other than samples or personal luggage)
c) Organized racing,
d) Pace Making
e) Speed testing
f) Reliability Trials
g) Any purpose in connection with Motor Trade

I/We hereby certify that the Policy to which this Certificate relates as well as this Certificate of Insurance are issued in accordance with the provisions of Chapter X and Chapter XI of M.V. Act, 1988.

Full address of Issuing Office:

Date of issue

Duly Constituted Attorney(s)

STANDARD FORM FOR TWO WHEELERS 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 insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accident loss or damage occurring during the Period of Insurance.

(The term **two wheeler** referred to in this Tariff will include motor cycle/scooter / auto cycle or any other motorised two wheeled vehicle mentioned in the Schedule.)

NOW THIS POLICY WITNESSETH:

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

SECTION I : LOSS OF OR DAMAGE TO THE VEHICLE INSURED

The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon

i. by fire explosion self ignition or lightning;

ii. by burglary housebreaking or theft;

iii. by riot and strike;

iv. by earthquake (fire and shock damage);

v. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;

vi. by accidental external means;

vii. by malicious act;

viii. by terrorist activity;

ix. whilst in transit by road rail inland- waterway lift elevator or air;

x. by landslide rockslide.

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

1. For all rubber/ nylon/ plastic parts, tyres, tubes and batteries - 50%

2. For fibre glass components 30%

3. For all parts made of glass Nil

4. Rate of depreciation for all other parts **including wooden parts** will be as per the following schedule:

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

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 ;

(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) loss of or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time ; and

(d) any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or dugs.

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 of

redelivery to the Insured but not exceeding in all Rs.300/- in respect of any one accident.

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

(a) the estimated cost of such repair including replacements, if any, does not exceed Rs.150/-

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

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

THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

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

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

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

The insured vehicle shall be treated as 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 insured vehicle against all sums which the insured shall become legally liable to pay in respect of

i) death of or bodily injury to any person including occupants carried in the insured vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured,

ii) damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.

PROVIDED ALWAYS that the Company shall not be liable in respect of death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading there from.

2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity granted by this section to the insured, the Company will indemnify any driver who is driving the vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

5. The Company may at its own option

(A) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and
(B) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

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

APPLICATION OF LIMITS OF INDEMNITY

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

SECTION III – 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 indirect connection with the vehicle insured whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

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

Provided always that

A) 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. 1 lakh during any one period of insurance.

B) no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (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.

C) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

3) This cover is subject to

(a) the owner-driver is the registered owner of the vehicle insured herein;

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

(c) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident

GENERAL EXCEPTIONS
(Applicable to all sections of the Policy)

The Company shall not be liable in respect of :

1. any accidental loss damage and/or liability caused sustained or incurred outside the Geographical Area.
2. any claim arising out of any contractual liability.
3. any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is:

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

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

4 i) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss

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

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

6. any accidental loss damage and/or liability directly or indirectly or proximately or remotely occasioned by or 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 -1 (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the schedule.

CONDITIONS

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

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental or loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution inquest or fatal injury in respect of any occurrence which may give rise to a claim under this policy. In case of theft or other 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. 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. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:

(a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.

(b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

4. The Insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

5. 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.

6. 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.

7. 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.

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

9. 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.

SCHEDULE

Policy No. :

THE COMPANY :

THE INSURED : Name :
Address :
Business or Profession :

Period of Insurance:
From ..... o' clock on…. .... to midnight on .....

Geographical Area: INDIA

The vehicle: Any of the following
(Two wheeler shall be deemed to include a side-car attached to it)

Registration Mark & Place of Registration	Engine No. & Chassis No.	Make	Type of body	Cubic capacity	Year of manufacture	Seating capacity of side car (if any)	IDV (Insured's Declared Value)	
							For Vehicle Rs.	For Accessories not included in Manufacturer's listed selling price Rs.

Policy No.	INSURED'S DECLARED VALUE					
	For the Vehicle	For side-car	Non electrical accessories	Electrical/ Electronic accessories	Value of CNG/ LPG kit	Total Value
	Rs	Rs	Rs	Rs	Rs	Rs

LIMITATIONS AS TO USE :

The Policy covers use of the vehicle for any purpose other than:

a)Hire or Reward
b)Carriage of goods (other than samples or personal luggage)
c)Organized racing
d)Pace making
e)Speed testing
f)Reliability Trials
g)Any purpose in connection with Motor Trade

DRIVER :

Any person including insured:

Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license .

Provided also that 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.

Limits of Liability

Under Section II-1 (i) of the policy - Death of or bodily injury - Such amount as is necessary to meet the requirements of the Motor Vehicles Act , 1988.

Under Section II - 1(ii) of the policy -Damage to Third Party Property - Rs ……../-*

*Insert Rs.6000/-Rs.1 lakh as the case may be.

P.A. Cover for Owner – Driver under section III (CSI) - Rs……..

Deductible under section 1 : Rs……..

No Claim Bonus

The insured is entitled for a No Claim Bonus (NCB) on the Own Damage section of the policy, if no claim is made or pending during the preceding year (s), as per the following table:

Period of Insurance	**% of NCB on OD premium**
The preceding year	20 %
Preceding Two consecutive years	25 %
Preceding Three consecutive years	35 %
Preceding Four consecutive years	45 %
Preceding Five consecutive years	50 %

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

PREMIUM COMPUTATION TABLE

(Insurers to give here details of computation of the premium. A specimen premium computation table is given at the end of this section)

Subject to I.M.T.Endt.Nos.& Memorandum ..... printed/herein/attached hereto Under Hire Purchase Agreement with .....
Hypothecated with .....
Lease agreement with .....
Date and signature **of proposal** .....

in Witness whereof this Policy has been signed at ..... this .....day of .....
in lieu of cover Note No. ..... Date .....
Receipt No. .....Date .....

Address of the issuing office:

(Duly Constituted Attorney (s))

IMPORTANT NOTICE

The insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this Schedule. Any payment made by the Company by reason of wider terms appearing in the Certificate in order to comply with the Motor Vehicle Act, 1988 is recoverable from the insured. See the clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY".

MOTOR VEHICLES ACT 1988
CERTIFICATE OF INSURANCE

Policy No. _____ Certificate No. _____
Particulars of vehicle insured :

Reg. Mark, No. & Place of Registration	Engine No. & Chassis No	Make	Year of Manufacture	Type of Body	C.C	Seating capacity	Premium in Rs.

Geographical Area : INDIA
Name of Registration Authority :

Name & Address of Insured :
Business or Profession :
Effective date of commencement of Insurance for the purpose of Act.
From _____ O'Clock on _____ .
Date of expiry of the insurance. Midnight on _____

Driver
Any person including insured:

Provided that a person driving holds an effective Driving License at the time of the accident and is not disqualified from holding or obtaining such a license .

Provided also that 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.

LIMITATIONS AS TO USE
The Policy covers use of the vehicle for any purpose other than:

a. Hire or Reward
b. Carriage of goods (other than samples or personal luggage)
c. Organized racing
d. Pace making
e. Speed testing
f. Reliability Trials
g. Any purpose in connection with Motor Trade

I./We hereby certify that the Policy to which this Certificate relates as well as this Certificate of Insurance are issued in accordance with the provisions of Chapter X and Chapter XI of M.V. Act, 1988.

Duly constituted Attorney(s)

Address of the issuing office:

STANDARD FORM FOR 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 :

1. For all rubber/nylon/plastic parts, tyres, tubes, batteries and air bags - 50%
1. For fibre glass components - 30%
2. For all parts made of glass - Nil

4. Rate of depreciation for all other parts **including wooden parts** will be as per the following schedule

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

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 THE VEHICLE	% OF DEPRECIATION FOR FIXING IDV
Not exceeding 6 months	**5%**
Exceeding 6 months but not exceeding 1 year	**15%**
Exceeding 1 year but not exceeding 2 years	**20%**
Exceeding 2 years but not exceeding 3	**30%**

years	
Exceeding 3 years but not exceeding 4 years	**40%**
Exceeding 4 years but not exceeding 5 years	**50%**

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

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

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

SECTION II LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of

i) death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.

ii) damage to property caused by the use (including the loading and/or unloading) of the vehicle.

PROVIDED ALWAYS THAT :-

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

(b) Except so far as is necessary to meet the requirements of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.

(c) Except so far as is necessary to meet the requirements of the Motor Vehicle Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.

(d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the insured or a member of the insured's household or being conveyed by the

insured vehicle.

(e) The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.

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

2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity granted by this section to the insured the Company will indemnify any driver who is driving the insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.

4. The Company may at its own option

a. arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this section; and
b. undertake the defence of proceedings in any court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section.

5. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative(s) in terms of and subject to the limitations of this policy provided that such personal representative(s) shall as though they were the insured observe 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 traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

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

Provided always that

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

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

(e) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

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

GENERAL EXCEPTIONS

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

(1) any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;

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

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

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

or

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

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

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

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

(6) any accidental loss damage/liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), civil war, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to 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 the insured shall have knowledge of any impending prosecution Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this policy. In case of theft or criminal act which may be the subject of a claim under this policy the insured shall give immediate notice to the police and co-operate with the company in securing the conviction of the offender.

2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.

3. At any time after the happening of any event giving rise to a claim under Section II of this Policy the Company may pay to the insured the full amount of the Company's liability under the Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct.

4.The Company may at its own option repair reinstate or replace the vehicle insured or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:

(a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.

(b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

5. The Insured shall take all reasonable steps to safeguard the vehicle insured from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured be driven before the necessary repairs are 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 to the vehicle
c) Original Policy

RULES APPLICABLE TO TANKERS CARRYING HAZARDOUS CHEMICALS

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

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

(1) It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely :-

(a) the goods carriage has a valid registration to carry the said goods;

(b) the vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;

(c) that transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and

(d) that the driver of the goods carriage is trained in handling the dangers posed during transport of such goods.

(2) Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable owner and its driver to

(a) Comply with the requirements of rules 129 to 137 (both inclusive) of these rules and

(b) be aware of the risks created by such goods to health or safety or any person;

(3) It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive) of these rules.

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

(1) It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods ensure the following, namely:-

(a) that the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods and

(b) the vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.

(2) Every owner of a goods carriage shall, before undertaking the transportation of dangerous or

hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.

(3) The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.

(4) The owner of the goods carriage dangerous or hazardous goods and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.

(5) it shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.

(6) Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods carriage or the transporter abide by these conditions within six month after the date of coming into force of the Central Motor Vehicles (Amendment) Rules,1993.

Rule 133- Responsibility of the driver

(1) The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule(3) of rule 132 is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.

2) Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years.

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

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

Period of training	3 days
Place of training	At any institute recognized by the State Government

Syllabus

A) Defensive driving

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

Duration of training for
A & B - 1st and 2nd day.

B) Advanced driving skills and training

(i) Discussion

Before starting	-check list -outside/below/near vehicle -product side -inside vehicle
During driving	-correct speed/gear -signaling -lane control -overtaking/giving side -speed limit/safe distance -driving on slopes
Before Stopping	-safe stopping place, -signaling, road width, -condition.
After stopping	-preventing vehicle movement -wheel locks -Vehicle attendance
Night driving	
ii) Field test/training	-1 driver at a time.

C) Product safety

UN panel	-UN classification -Hazchem code -Toxicity, Flammability, other definitions.	Duration of training for C)-3rd day

Product Information	-TREMCARDS -CISMSDS -importance of temperature pressure, level. -Explosive limits -Knowledge about equipment
Emergency procedure	-Communication -Spillage handling -Use of FEE -Fire fighting -First aid -Toxic release control -protection of wells, rivers, lakes, etc. - Use of protective equipment -knowledge about valves etc.

SCHEDULE

Policy No.

THE COMPANY :

THE INSURED : Name:
Address :
Business or profession:

Carrying on or engaged in the business or occupation of and no other for the purposes of this Insurance
Period of insurance : From -----'o' clock on ------- to midnight on ------

Geographical Area : INDIA

The vehicle :

Registration No. & Place of Registration	Engine No. & Chassis No.	Make	Type of body	Cubic capacity	Year of manufacture	GVW Goods Carrying Vehicle	Licensed Carrying capacity including Driver	IDV (Insured's Declared Value)

								For Vehicle Rs.	For Accessories not included in Manufacturer's listed selling price Rs.

Policy No.	INSURED'S DECLARED VALUE					
	For the Vehicle	For trailers	Non electrical accessories	Electrical/ Electronic accessories	Value of CNG/ LPG kit	Total Value
	Rs	Rs	Rs	Rs	Rs	Rs

Limitations as to use: As per Motor Vehicles Rules 1989.

Driver

i) Persons or classes of persons entitled to drive

Stage Carriage / Contract carriage /Private Service Vehicle	Any person including insured : Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle when not used for the transport of passengers at the time of accident and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.
Goods Carriage	Any person including insured: Provided that a person driving hold an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's

	license may also drive the vehicle when not used for the transport of goods at the time of the accident and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.
Non – Transport vehicles	Any person including insured: Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle when not used for the transport of goods at the time of the accident and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989

Limits of Liability

Under Section II-1 (i) of the policy - Death of or bodily injury - Such amount as is necessary to meet the requirements of theMotor Vehicles Act , 1988.

Under Section II - 1(ii) of the policy -Damage to Third Party Property - Rs……. /*

*Insert Rs.6000/-Rs.7.5 lakhs as the case may be.

P.A. Cover for Owner – Driver under section IV (CSI) - Rs……..

Deductible under section 1 : Rs…….

No Claim Bonus

The insured is entitled for a No Claim Bonus (NCB) on the Own Damage section of the policy, if no claim is made or pending during the preceding year (s), as per the following table:

Period of Insurance	**% of NCB on OD premium**
The preceding year	20 %
Preceding Two consecutive years	25 %
Preceding Three consecutive years	35 %
Preceding Four consecutive years	45 %
Preceding Five consecutive years	50 %

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

GOODS CARRYING VEHICLE

PREMIUM COMPUTATION TABLE

(Insurers to give here details of computation of the premium. A specimen premium computation table is given at the end of this section)

Subject to I.M.T.Endt.Nos.& Memorandum ..... printed/herein/attached hereto Under Hire Purchase Agreement with .....
Hypothecated with .....
Lease agreement with .....
Date and signature **of proposal** .....

in Witness whereof this Policy has been signed at ..... this .....day of .....
in lieu of cover Note No. ..... Date .....
Receipt No. .....Date .....

(Duly Constituted Attorney (s))

Address of the Issuing Office

IMPORTANT NOTICE

The Insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this Schedule. Any payment made by the Company by reason of wider terms appearing in the Certificate in order to comply with the Motor Vehicle Act, 1988 is recoverable from the Insured. See the clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY".
For Legal interpretation, English version will hold good.

PASSENGER CARRYING VEHICLE
PREMIUM COMPUTATION TABLE
(Insurers to give here details of computation of the premium. A specimen premium computation table is given at the end of this section)

Subject to I.M.T.Endt.Nos.& Memorandum ..... printed/herein/attached hereto Under Hire Purchase Agreement with .....
Hypothecated with .....
Lease agreement with .....
Date and signature **of proposal** .....

in Witness whereof this Policy has been signed at ..... this .....day of .....
in lieu of cover Note No. ..... Date .....
Receipt No. .....Date .....

Address of issuing office

(Duly Constituted Attorney (s))

IMPORTANT NOTICE

The Insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this Schedule. Any payment made by the Company by reason of wider terms appearing in the Certificate in order to comply with the Motor Vehicle Act, 1988 is recoverable from the Insured. See the clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY".
For Legal interpretation, English version will hold good.

MISCELLANEOUS AND SPECIAL TYPE OF VEHICLE

PREMIUM COMPUTATION TABLE

(Insurers to give here details of computation of the premium. A specimen premium computation table is given at the end of this section)

Subject to I.M.T.Endt.Nos.& Memorandum ..... printed/herein/attached hereto Under Hire Purchase Agreement with .....
Hypothecated with .....
Lease agreement with .....
Date and signature **of proposal** .....

in Witness whereof this Policy has been signed at ..... this .....day of .....
in lieu of cover Note No. ..... Date .....
Receipt No. .....Date .....

Address of issuing office

(Duly Constituted Attorney (s))

IMPORTANT NOTICE

The Insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this Schedule. Any payment made by the Company by reason of wider terms appearing in the Certificate in order to comply with the Motor Vehicle Act, 1988 is recoverable from the Insured. See the clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY".
For Legal interpretation, English version will hold good.

CERTIFICATE OF INSURANCE

Goods Carrying Vehicle

CERTIFICATE OF INSURANCE

Policy No. _____ Certificate No. _____

Particulars of vehicle insured :

Reg. Mark, No. & Place of Registration	Engine No.& Chassis No	Make	Year of Manufacture	Type of Body	Gross Vehicle Weight	Public Carrier/ Private Carrier	Premium Rs.

GEOGRAPHICAL AREA : INDIA
Name & Address of Insured :
Effective date of commencement of Insurance for the purpose of the Act.
From _____ O' Clock on _____ .
Date of expiry of the insurance. Midnight on _____

Persons or Classes of Persons entitled to drive :

Any person including insured:

Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle when not used for the transport of goods at the time of the accident and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules 1989.

LIMITATIONS AS TO USE

The Policy covers use only under a permit within the meaning of the Motor Vehicle Act, 1988 or such a carriage falling under Sub-section 3 of Section 66 of the Motor Vehicle's Act 1988.

5) The Policy does not cover use for

a) Organised racing
b) Pace Making
c) Reliability Trials
d) Speed Testing

I/We hereby certify that the Policy to which the certificate relates as well as this certificate of insurance are issued in accordance with the provision of Chapter X and Chapter XI of M.V. Act,

1988.

Date of issue

Address of the issuing office

(Duly Constituted Attorney(s))

Passenger Carrying Vehicle

CERTIFICATE OF INSURANCE

Policy No. _____ Certificate No. _____
Particulars of vehicle insured :

Reg. Mark, No. & Place of Registration	Engine No.& Chassis No	Make	Year of Manufacture	Type of Body	C.C	Max. licensed carrying capacity incl. Driver cleaner	Premium Rs.

GEOGRAPHICAL AREA : INDIA

Name & Address of Insured :
Effective date of commencement of Insurance for the purpose of the Act.
From _____ O' Clock on _____ .
Date of expiry of the insurance. Midnight on _____

Persons or Classes of Persons entitled to drive :

Any person including insured:

Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license.

Provided also that the person holding an effective learner's license may also drive the vehicle when not used for the transport of passengers at the time of the accident and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.

LIMITATIONS AS TO USE

The Policy covers use only under a permit within the meaning of the Motor Vehicle Act 1988 or such a carriage falling under Sub-Section (3) of Section 66 of the Motor Vehicle's Act 1988

The Policy does not cover use for

a) Organised racing
b) Pace Making
c) Reliability Trials
d) Speed Testing
e) Use whilst drawing a trailer except the towing (other than for reward) of any one disabled Mechanically propelled vehicle.

I/We hereby certify that the Policy to which the certificate relates as well as this certificate of insurance are issued in accordance with the provision of Chapter X and Chapter XI of M.V. Act, 1988.

Date of issue

Address of issuing office

(Duly Constituted Attorney(s))

Misc. & Special Type of vehicles

CERTIFICATE OF INSURANCE

Policy No. _____ Certificate No. _____

Particulars of vehicle insured :

Reg. Mark, No. & Place of Registration	Engine No.& Chassis No	Make	Year of Manufacture	Type of Body	Gross Vehicle Weight	Public Carrier/Private Carrier	Premium Rs.

GEOGRAPHICAL AREA : INDIA

Name & Address of Insured :

Effective date of commencement of Insurance for the purpose of the Act.

From _____ O' Clock on _____ .

Date of expiry of the insurance. Midnight on _____

Persons or Classes of Persons entitled to drive :

Any of the following :

a) The Insured
b) Any other person who is driving on the Insured's order or with his permission.

Provided that the person driving holds or had held and has not been disqualified from holding an effective driving license with all the required endorsements thereon as per the Motor Vehicles Act, 1988 and the rules made there under for the time being in force to drive the category of motor vehicle insured hereunder.

LIMITATIONS AS TO USE:

The policy covers use only under a permit within the meaning of the Motor Vehicles Act 1988 or such a carriage falling under sub-section (3) of Section 66 of the Motor Vehicles Act, 1988

The policy does not cover use for

a) Organised racing
b) Pace Making
c) Reliability Trials
d) Speed Testing

I/We hereby certify that the Policy to which the certificate relates as well as this certificate of insurance are issued in accordance with the provision of Chapter X and Chapter XI of M.V. Act, 1988.

Date of issue

Address of the issuing office:

Duly Constituted Attorney(s)

STANDARD FORM FOR MOTOR TRADE 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 in respect of accidental loss or damage occurring during the period of insurance whilst insured vehicle is in a public place or is temporarily garaged during the course of a journey elsewhere than in or on any premises owned by or in the occupation of the insured and subject to the Terms Exceptions and Conditions contained herein or endorsed or expressed hereon,

SECTION I. LOSS OF OR DAMAGE TO THE VEHICLE INSURED

1. The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon.

i. by fire explosion self ignition or lightning ;
ii. by burglary housebreaking or theft ;
iii. by riot and strike;
iv. by earthquake (fire and shock damage)
v. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost
vi. by accidental external means
vii. by malicious act
viii. by terrorist activity
ix. whilst in transit by road rail inland waterway lift elevator or air
x. by landslide/rockslide

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

1. For all rubber/ nylon / plastic parts, tyres and tubes, batteries and air bags - 50%

2. For fibre glass components - 30%

3. For all parts made of glass - Nil

4. Rate of depreciation for all other parts including wooden parts will be as per the following schedule.

AGE OF VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	.....…Nil

Exceeding 6 months but not exceeding 1 year..... 5%
Exceeding 1 year but not exceeding 2 years.....10%
Exceeding 2 years but not exceeding 3 years.....15%
Exceeding 3 years but not exceeding 4 years.....….....25%
Exceeding 4 years but not exceeding 5 years.....35%
Exceeding 5 year but not exceeding 10 years.....40%
Exceeding 10 years.....……..... 50%

Provided ALWAYS that 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 breakage's nor for damage caused by overloading or strain nor for loss or damage to accessories by burglary, housebreaking or theft unless the vehicle insured 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 is limited to 50% of the cost of the replacement.

and

(c) any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle insured being disabled by reason of loss or damage covered under this Policy the Company will bear the cost of protection and removal to the nearest repairer and redelivery to the insured but not exceeding Rs. 150 in respect of any one accident.

Insured's Declared Value (IDV)

The Insured's Declared Value (IDV) of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this tariff and it will be fixed at the commencement of each policy period for each insured vehicle.

The IDV of the vehicle is to be fixed on the basis of manufacturers' listed selling price of the brand and model as the vehicle proposed for insurance at the commencement of insurance /renewal, and adjusted for depreciation (as per schedule specified below). The IDV of the side car(s) and / or accessories, if any, fitted to the vehicle but not included in the manufacturer's listed selling price of the vehicle is also likewise to be fixed.

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

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

SCHEDULE OF DEPRECIATION FOR ARRIVING AT IDV

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

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

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

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

SECTION II - LIABILITY 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 costs 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, or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle insured for loading thereon or the taking away of the load from the vehicle insured after unloading there from.

(b) Except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the

Company shall not be liable in respect of death of 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, 1988, in relation to liability under the Workmen's Compensation Act, 1923, the Company shall not be liable in respect of death of 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 vehicle insured 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 or in the control 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 way bridge and/or via duct and/or to any road and/or any thing beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.

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 provided that such driver;

(a) is not entitled to indemnity under any other policy .

(b) shall as though he 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 personal representative(s) in the terms of and subject to the limitations of this policy provided that such personal representatives 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- TRAILERS

The insurance by Section I and II of this policy shall extend to any vehicle (mechanically propelled or otherwise) attached to the insured vehicle for the purpose of being towed

PROVIDED ALWAYS THAT:

(a) this extension shall not increase the Limits of Liability

(b) the Company shall not be liable under this policy in respect of damage to property conveyed by the towed vehicle

(c) the Company shall not be liable under this policy in respect of accident loss damage and/or liability caused sustained or incurred whilst the insured vehicle is towing a greater number of vehicles than is permitted by law.

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

APPLICATION OF LIMITS OF INDEMNITY

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

GENERAL EXCEPTIONS

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

(1) any accidental loss 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 in the charge of any person other than a driver

(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.

The Company shall not be liable in respect of any accidental loss damage and/or liability directly or indirectly 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 war like 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 except under Section II - I (i) of this policy whilst the insured or any person driving with the general knowledge and consent of the insured is under the influence of intoxicating liquor or drugs 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 consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

DEDUCTIBLE

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

CONDITIONS

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

1. Notice shall be given in writing to the company immediately upon the occurrence of any accidental loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending Prosecution Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this policy. In case of theft or other criminal act which may be the subject of a claim under this policy the insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.

2. No admission offer promise payment 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 or 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 or series of claim under sub-

section I (ii) of Section II of this policy the Company may pay to the insured the full amount of the Company's liability under that Sub-Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct.

4. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:

(a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.

(b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

5. The Insured shall take all reasonable steps to safeguard the vehicle 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 insured vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown the insured vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected, any extension of the damage or 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 at the time any claim arises under this policy there is any other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under proviso 3(a) of Section II of this policy.

8 If any dispute or difference shall arise as to the quantum to be paid under this policy , (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to 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 of 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 herein before 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.

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

Date of Issue

Address of the issuing office:

(Duly Constituted Attorney(s))

SCHEDULE

Policy No.

THE COMPANY :

THE INSURED : Name:
Address :
Business :
Carrying on the business of and no other for the purpose of this insurance
Period of Insurance From _____ O'clock on _____to midnight on _____

Geographical Area :
a) Under Section II - 1 (i) INDIA
b) Under all other Sections --- INDIA, but subject to a radius of 160 kms from the insured's address mentioned on the Policy.

The Motor Vehicle : Any Motor Vehicle the property of the Insured or in his custody or control whilst bearing Trade Certificate No._____ . All steam driven vehicles are excluded.

Public Place: A public place in India within the meaning of the Motor Vehicles Act, 1988.

Limits of Liability :

Under Section I - 1 - Rs. _____

Under Section II-1 (i) of the Package policy - Death of or bodily injury - Such amount as is necessary to (Under section I of the Liability only policy) meet the requirements of the Motor Vehicles Act , 1988.

Under Section II - 1(ii) of the policy -Damage to Third Party Property - Rs._____*
(Under section I(ii) of the Liability only policy

*Insert Rs.6000/-Rs.7.5 lakhs as the case may be.

Limitations as to use :

Use only for Motor Trade Purposes.
The Policy does not cover use for hire or reward or for organised racing, pace making, reliability trial or speed testing.

Driver :

Any person including insured:

Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license.
Provided also that 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.

PREMIUM COMPUTATION TABLE
(Insurers to insert appropriate premium computation table)

Signed at ..... on the ..... day of ……. (year)

Address of issuing office:

(Duly Constituted Attorney(s))

IMPORTANT NOTICE

The insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this Schedule. Any payment made by the Company by reason of wider terms appearing in Certificate in order to comply with the Motor Vehicle Act, 1988 is recoverable from the insured. See the Clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY".

STANDARD POLICY FORM FOR MOTOR TRADE INTERNAL RISKS

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 in respect of accidental loss or damage occurring during the period of insurance and subject to the Terms Exceptions and Conditions contained herein or endorsed hereon:

SECTION I - DAMAGE

Subject to the Limits of liability the Company will indemnify the insured against damage to any insured vehicle (including its accessories whilst thereon) the property of the insured or any member of the insured's family or household caused by accidental, external and visible means and occurring in or on the premises.

The Company may at its own option repair, reinstate or replace such vehicle or any part thereof or its accessories or may pay in cash the amount of the damage.

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay
(a) for loss of use, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages.

(b) for damage to tyres by application of brakes or by punctures, cuts or bursts.

SECTION II - LIABILITY TO THE PUBLIC RISKS

Subject to the Limits of liability as laid down in the Schedule hereto the Company will indemnify the insured against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of

1) accidental death of or bodily injury to any person other than a person in the insured's service or a member of the insured's family or household.

2) accidental damage to

(a) any insured vehicle (including its accessories whilst thereon) held in trust by or in the custody or control of the insured.

(b) other property not being property belonging to or held in trust by or in the custody or control of the insured

occurring in on or about the premises through the negligence of the insured or any person in

the service of or acting on behalf of the insured or by or through any defect in

The Company will pay all costs and expenses incurred with its written consent.

In the event of death of the insured the Company will in respect of the liability incurred by him indemnify his legal personal representatives in terms of and subject to the limitations to the policy provided that such representatives 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 can apply.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

(a) any accidental loss damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war, riot strike mutiny rebellion revolution insurrection 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 said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

(b) damage to property caused directly or indirectly by fire or explosion

c) any consequence of burglary housebreaking or theft or any attempt thereat

(d) damage to property sustained while it is being worked upon and directly resulting from such work

(e) any defective workmanship

(f) death injury or damage caused by or through any demolition or of structural alteration or addition to the premises or by or through the installation of any equipment

(g) death injury or damage caused by or through or in connection with the use by the insured of power driven cranes elevators lifts or hoists other than car hoists having a lift not exceeding 6 feet or its equivalent

(h) any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement

(i) death injury or damage resulting from the driving elsewhere than in or on the premises of any vehicle by the insured or any person in the service of or acting on behalf of the insured

(j) damage to any motor vehicle or its accessories caused by weather conditions

(k) (i) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or consequential loss

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

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

DEDUCTIBLE

The Company shall not be liable under Section -I of this Policy in respect of the deductible stated in the schedule in respect of each and every claim.

CONDITIONS

1.This Policy and the Schedule shall be read together as one contract 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 such specific meaning wherever it may appear.

2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

3. In the event of any occurrence which may give rise to a claim under this Policy the insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and/or process shall be forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any occurrence as aforesaid.

4. No admission offer promise payment shall be made by or on behalf of the insured without the consent of the Company which shall be entitled if it so desires to takeover 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 and in the settlement of any claim and the insured shall give all such information and the assistance as the Company may require.

5. The insured shall use care in the selection of competent employees and shall take all reasonable steps to safeguard from damage the property in respect of which indemnity is hereby granted and to maintain the premises in good repair and the Company shall have free access at all reasonable times to the premises and to examine by their authorized representative any vehicle insured hereunder.

6. The first premium and all renewal premiums that may be accepted are to be regulated partly upon the amount of wages salaries and other earnings paid by the insured to employees during each period of insurance. The name of every employee together with the amount of wages salaries and

other earnings shall be properly recorded and the insured at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of insurance within one month from the expiry date of such period of insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or subject to the Company's usual scale of minimum premium by a refund by the Company as the case may be. In the event of any extension or alteration of the premises during the currency of this Policy the insured shall immediately notify the Company thereof and shall pay to the Company any adjusted premium required in respect of such extension or alteration.

7. The Company may cancel this Policy by sending seven day's notice by registered letter to the insured at his 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 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).

8. If at the any time any claim arises under this Policy there is any other existing insurance covering the same damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss damage compensation costs or expenses.

9. At any time after the happening of any event giving rise to a claim or series of claims arising out of one cause the Company may pay to the insured the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid) or any less amount for which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.

10. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to 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 of 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 herein before 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.

11. The due observance and fulfillment of the terms exceptions conditions and endorsements of this Policy in so far as they relate to anything to be done or not to be done by the insured and the truth of the statements and the answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

SCHEDULE

Policy No.

The Company :

The Insured : Name
Address
Carrying on the business of……. and no other for the purpose of this insurance

Estimated annual Wage roll of all employees :

Premises :
Address
Superficial Area not exceeding

Period of Insurance : From O'clock on _____
to midnight on _____

Deductible: Rs. _____

Limits of Liability

Under Section –1 (loss of or damage to the vehicle insured)

(a) The Company shall not be liable to pay the first Rs ------* in respect of any one accident of amount otherwise payable under Section-1.

*insert Rs 50/- or Rs500/- as applicable

(b) Limits of the amount of Company's liability under section –1 in respect of any one accident arising from an event- Rs 50,000/-

(c) Limits of the amount of the company's liability Under Section II-1 (i) of the policy Death of or bodily injury - Such amount as is necessary to meet the requirements of the Motor Vehicles Act , 1988.

Under Section II - 1(ii) of the policy -Damage to Third Party Property - Rs 6000/-

Limitations as to use : As per Motor Vehicles Rules 1989

Premium Computation Table

(Insurers to insert appropriate Premium Computation Table)

Date and Signature of Proposal and Declaration :

Signed at -------- ---- on the ---------- - day of ---------- (year)

Address of issuing office

(Duly Constituted Attorney(s))

Form of Cover Note

Motor Vehicle Insurance Cover Note No:----------

The insured described in Form '52' referred to below; having proposed for insurance in respect of Motor Vehicle(s) described therein and having paid the sum of Rs..... as premium, the risk is hereby held covered under the terms of the Company's usual form of ....policy applicable thereto (subject to any Special Condition mentioned below) unless the cover be terminated by the Company by notice in writing in which case the insurance will thereupon cease and a proportionate part of the premium otherwise payable for such insurance shall be charged for the time the Company had been at risk .

Make and Reg. No of the Vehicle	Year of Manufacture .	Cubic capacity	Gross Vehicle Weight(GVW) (Goods Carrying Vehicle)	Licensed Carrying Capacity (LCC) (Passenger Carrying Vehicle	Insured's Declared Value(IDV)	
					For Vehicle Rs.	For Accessories not included in Manufacturer's listed selling price

Engine No. _____ Chassis No._____
Additional risks, if any_____
Special conditions_____

FORM 52

(See Rule 142(1)) of Motor Vehicle rules, 1989)

1. Registration mark and number or description of the vehicle insured ----------
2. Name and address of insured .....
3. Effective date and time of commencement Time.....
   of insurance for the purpose of this Act Date.....
4. Date of expiry of insurance .....
5. Persons or classes of persons
   entitled to drive .....
6. Any limitations as to use of motor vehicle.....
7. The period of validity of this cover note will expire on .....

I/We hereby certify that this Cover Note is issued in accordance with the provisions of Chapter XI of the Motor Vehicles Act, 1988.

(Authorised Insurer)

SPECIMEN PREMIUM COMPUTATION TABLE

A. OWN DAMAGE			B- LIABILITY		
Basic premium on Vehicle and Accessories **Vehicle** Rs. **Accessories :** Electrical & Electronic @ 4% Rs (Endt.IMT –) Bi-fuel kit(CNG /LPG) @ Rs. (Endt IMT –) Total Rs---			Basic premium including premium for TPPD Vehicle Rs. Trailers Rs. (Endt. IMT-) CNG / LPG Bi- fuel kit Rs Total Rs--		
Add: a) Trailer b)Geographical Area Extn. (Endt. IMT-) c) 30% for Imported vehicles without custom duty (Endt IMT-) d) fibre glass Tanks e) 60% on OD Premium for Driving Tuition f) for any other Extra **sub total (additions)** **Less:** g) Discount for Anti-theft Devices (Endt. IMT-) h)) 50% Discount for Vehicles specially designed/modified for blind, handicapped and mentally challenged persons (Endt. IMT-) i) for any other discount **Deduct** _____ % for NCB **Sub total (deductions)** **Total**		Rs. Rs. Rs. Rs. Rs. Rs. Rs. Rs Rs. Rs. Rs Rs Rs Rs	Rs. Rs . Rs	**Add:** **PA** a) b) (Endt IMT-) c) (Endt IMT-) **Legal liability** d) (Endt. IMT-) e) (Endt. IMT -) f) (Endt. IMT-) g) for any other extra **Sub total (additions)** **Total**	Rs. Rs Rs. Rs Rs Rs Rs. Rs	Rs Rs
TOTAL OWN DAMAGE PREMIUM Rs.			TOTAL LIABILITY PREMIUM Rs.		
PACKAGE PREMIUM (A+B) Rs.					

Subject to I.M.T.Endt.Nos.& Memorandum ..... printed/herein/attached hereto Under Hire Purchase Agreement with .....
Hypothecated with .....
Lease agreement with .....
Date and signature **of proposal** .....

in Witness whereof this Policy has been signed at ..... this .....day of .....
in lieu of cover Note No. ..... Date .....
Receipt No. .....Date .....
Address of issuing office

(Duly Constituted Attorney (s))

SECTION- 7
INDIA MOTOR TARIFF - ENDORSEMENTS

IMT. 1. Extension of Geographical Area

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

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

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

NOTE :- Insert Nepal/ Sri Lanka/ Maldives/ Bhutan/ Pakistan/Bangladesh as the case may be.

IMT.2. AGREED VALUE CLAUSE
(APPLICABLE ONLY TO VINTAGE CARS)

It is hereby declared and agreed that in case of TOTAL LOSS/CONSTRUCTIVE TOTAL LOSS of the Vintage Car insured hereunder due to a peril insured against, the amount payable will be the Insured's Declared Value (IDV) of the vehicle as mentioned in the Policy **without deduction of any depreciation**.

It is further declared and agreed that in case of partial loss to the vehicle, depreciation on parts replaced will be as stated in Section I of the Policy.

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

IMT. 3. TRANSFER OF INTEREST

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

Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this policy has been vested in any previous Insured shall accrue to the benefit of .....
Subject otherwise to the terms exceptions conditions and limitations of this policy.

IMT.4. Change of Vehicle

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

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

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

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

IMT. 5. HIRE PURCHASE AGREEMENT

It is hereby understood and agreed that …….. (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 insurer in respect of such loss or damage.

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

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

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

IMT.6. LEASE AGREEMENT

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

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

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

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

IMT.7. Vehicles subject to Hypothecation Agreement

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

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

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

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

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

IMT. 8. DISCOUNT FOR MEMBERSHIP OF RECOGNISED AUTOMOBILE ASSOCIATIONS (PRIVATE CARS AND MOTORISED TWO WHEELERS ONLY)

It is hereby understood and agreed that in consideration of insured's membership of ……** a discount in premium of Rs. …….* is allowed to the insured hereunder from …./…../…...

It is further understood and agreed that if the insured ceases to be a member of the above mentioned association during the currency of this Policy the insured shall immediately notify the insurer accordingly and refund to the insurer a proportionate amount of the discount allowed on this account for the unexpired period of the cover.

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

* For full policy period, the full tariff discount to be inserted. For mid-term membership, prorata proportion of the tariff discount for the unexpired policy period is to be inserted.

** Insert name of the concerned Automobile Association.

IMT.9. DISCOUNT FOR VINTAGE CARS (Applicable to Private Cars only)

It is hereby understood and agreed that in consideration of the insured car having been certified as **a Vintage Car** by the **Vintage and Classic Car Club of India,** a discount of Rs. …….* is allowed to the insured from …./…../……

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

*Amount calculated as per tariff provision is to be inserted. For mid-term certification as Vintage Car pro-rata proportion of tariff discount for the unexpired period is to be inserted.

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

In consideration of certification by ……* that an Anti-Theft device approved by Automobile Research Association of India (ARAI), Pune has been installed in the vehicle insured herein a premium discount of Rs……** is hereby allowed to the insured.

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

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

* The name of the certifying Automobile Association is to be inserted.
** Premium discount calculated as per tariff provision is to be inserted. For mid-term certification of installation of Anti Theft device pro-rata proportion of tariff discount for the unexpired period is to be inserted.

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
(Applicable to Goods Carrying Vehicles)

It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while it is being used elsewhere than on site to which the public have no general right of access and the vehicle is not required to be registered under the Motor Vehicles Act, 1988.

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:-

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

Provided always that

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

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

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

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

***** The Capital Sum Insured (CSI) per passenger 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 :

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

ii)

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 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 insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the paid driver/cleaner/conductor in the employ of the insured in direct connection with the vehicle insured whilst mounting into dismounting from or traveling in the insured vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :-

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

iii)

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

Provided always that:

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

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

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

in respect of the injury of such person.

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

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

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

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

IMT.19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY

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

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

OR

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

(b) the reasonable cost of fitting such parts.

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

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

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

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

In consideration of this reduction in the limit of liability a reduction in premium of Rs…..* 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. 21. SPECIAL EXCLUSIONS AND COMPULSORY DEDUCTIBLE
(Applicable to all Commercial Vehicles excluding taxis and motorized two wheelers carrying passengers for hire or reward.)

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

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

(b) Compulsory Deductible.
in addition to any amount which the insured may be required to bear under para (a) above the insured shall also bear under section I of the policy in respect of each and every event (including event giving rise to total loss/constructive total loss) the first Rs.....* of any expenditure(or any less expenditure which may be incurred) for which provision is made under this policy and/or of any expenditure by the insurer in the exercise of its discretion under Condition No.4 of this policy.

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

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

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

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

IMT.22. COMPULSORY DEDUCTIBLE
(Applicable to Private Cars, three wheelers rated as private cars, all motorized two wheelers, taxis, private car type vehicle plying for public/private hire, private type taxi let out on private hire)

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

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

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

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

* (i) to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.

(ii) in respect of a vehicle rated under the Tariff for Private Car and in respect of a motorised two wheeler not carrying passengers for hire or reward, if any deductible in addition to the compulsory deductible provided in this endorsement is voluntarily borne by the insured, the sum representing the aggregate of the compulsory and the voluntary deductibles is to be inserted.

**** t**o insert Condition no 3 in respect of a vehicle rated under Tariff for Private Car / Two wheelers or Condition no 4 in respect of a vehicle rated under the Tariff for Commercial Vehicles.

IMT 22A. VOLUNTARY DEDUCTIBLE
(For private cars/motorized two wheelers other than for hire or reward)

It is by declared and agreed that the insured having opted a voluntary deductible of Rs. ……* a reduction in premium of Rs. …….** under Section 1 of the policy is hereby allowed.

In consideration of the above, it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs.……..*** (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no ….# of this policy .

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

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

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

* To insert voluntary deductible amount opted by the insured under tariff for Private car / tariff for motorised two wheeler.

** To insert appropriate amount relating to the voluntary deductible opted as per the provision of tariff for Private car / tariff for motorised two wheelers.

*** To insert aggregate amount of voluntary deductible opted and the compulsory deductible applicable to the vehicle insured as in G.R. 40.

To insert policy condition No. 3 of the tariff for private car / tariff for motorised two wheelers.

IMT 23. COVER FOR LAMPS TYRES / TUBES MUDGUARDS BONNET /SIDE PARTS BUMPERS HEADLIGHTS AND PAINTWORK OF DAMAGED PORTION ONLY .
(For all Commercial Vehicles)

In consideration of payment of an additional premium of Rs.....…..*, notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that subject to conditions (a) (b) and (c) hereunder loss of or damage (excluding theft under any circumstances) to lamps tyres/tubes mudguards bonnet/side parts bumpers headlights and paintwork of damaged portion only is covered provided the vehicle is also damaged at the same time.
Subject to:

(a) Depreciation as per schedule provided in Section 1 of the policy. It is further understood and agreed that in respect of paint work for the damaged portion only (as referred to above) shall also be as per schedule provided in Section 1 of the policy.

(b) In addition to any amount which the insured may be required to bear under para (a) above, the insured shall also bear 50% of the assessed loss in respect of each and every claim under this Endorsement.

(c) It is also understood that no deductible other than those mentioned in (a) and (b) above shall be applicable in respect of a claim which become payable under this Endorsement.

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

* To insert the sum arrived at as per the provisions of G.R.40. 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 – Package Policy only)

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

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

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

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

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

In consideration of the payment of premium 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
(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.

IMT. 30. TRAILERS.
(Applicable to Private Cars Only)

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this policy shall extend to apply to the Trailer (Registration No.....)"

Provided always that -

* (a) the IDV of such Trailer shall be deemed not to exceed ……* *

(b) the term "Trailer" shall not include its contents or anything contained thereon.

(c)such indemnity shall not apply in respect of death or bodily injury to any person being conveyed by the said Trailer otherwise than by reason of or in pursuance of a contract of employment.

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

* Delete in the case of Liability to the public Risks only policies.

** Insert value of trailer as declared at inception of insurance or any renewal thereof.

IMT.31. RELIABILITY TRIALS AND RALLIES
[Private Cars and Motorised Two Wheelers)]

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this Policy is extended to apply whilst the vehicle insured is engaged in .... …….. .....*. to be held at ……..**... on or about the date of ..../…/ … ..... under the auspices of ....……#

Provided that :-

(a) No indemnity shall be granted by this Endorsement to ……..... #

(b) This Policy does not cover use for organised racing, pace making or speed testing.

(c) During the course of the ……* the Insurer shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle insured at the time of the occurrence of the event out of which any claim arises.

It is further understood and agreed that while the vehicle insured is engaged in .. …….* the insured shall bear the first Rs……..@ (or any less amount for which the claim may be assessed) of each and every claim under Section I of this Policy.

Provided that if the insurer shall make any payment in exercise of its discretion under Condition No. 3 of the policy in settlement of any claim and such payment includes the amount for which the insured is responsible by reason of this Endorsement the insured shall repay to the insurer forthwith the amount for which the insured is so responsible.

For the purpose of this Endorsement the expression "claim" shall mean a claim or series of claims arising out of one event.

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

* To insert the name of the event .

@ To insert Rs. 5000/- for Private cars or Rs. 2500/- for motorised two wheelers. For the duration of the event the deductible under Section 1 of the policy for the purpose of IMT 22 will be the amount stated in IMT 22 or the amount stated herein, whichever is higher.

** To insert the venue of the event.

To insert the name of the promoters of the event.

To delete this entire paragraph in case of Liability Only policies.

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. 33. LOSS OF ACCESSORIES
(Applicable to Motorised Two Wheeler Policies only)

In consideration of the payment of an additional premium of Rs...…… it is hereby understood and agreed that as from ../…../…..... notwithstanding anything to the contrary contained in Section I but subject otherwise to the terms exceptions conditions and limitations of this Policy the insurer will indemnify the insured in respect of loss of or damage to accessories the property of the insured, specifically declared by the insured caused by burglary, housebreaking or theft.

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

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

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

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

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

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

1) is not entitled to indemnity under any other Policy.

2) shall as though he were the insured observe, fulfill and be subject to the terms, provisions, conditions and endorsements of this Policy in so far as they apply.

3) has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.

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

NOTE :

In case of Liability only Policies delete (1) above

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

i) Any employee of the within named insured who is not a workman within the meaning of the Workmen's Compensation Act Prior to date of this endorsement and not being carried for hire or reward.

ii) Any other person not being carried for hire or reward provided that the person is

a) charterer or representative of the charterer of the truck

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

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

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

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

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

b) Any other person directly connected with the journey in one form or the other being carried in or upon or entering or mounting or alighting from vehicle insured described in the SCHEDULE OF THIS POLICY.

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

IMT. 38. Legal Liability to Fare paying Passengers excluding liability for accidents to employees of the Insured arising out of and in the course of their employment (Commercial and Motor Trade Vehicles only)

(1) For use with Package Policies.

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

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

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

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

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

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

(II) **For use with Liability only Policy.**

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

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

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

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

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

IMT. 39. Legal Liability to persons employed in connection with the operation and/or maintaining and/or Loading and/or Unloading of Motor Vehicles.
(For GOODS VEHICLE)

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

Provided always that :-

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

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

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

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

The premium to be calculated at the rate of 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 Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

IMT. 39 A . Legal Liability under the Workmen's Compensation Act, 1923 in respect of the carriage of more than six employees (Excluding the Driver) in goods carrying vehicles.

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

Provided always that :-

1. the Company shall not be liable by virtue of this Endorsement to indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurance company or group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees and where the Insured has not obtained special permission from the registration authorities for carriage of more than six such employees.

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

3. the insured shall keep a record of the name of each person employed in connection with the loading and unloading of the vehicles and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Insurer to inspect such record.

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

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

IMT 40 Legal Liability to paid driver and/or Conductor and/or cleaner employed in connection with the operation of Motor vehicle.
(For buses, taxis and motorized three/four wheelers under commercial vehicles tariff)

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the insurer 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 insurer or Group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees.

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

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

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

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

IMT.41 Motor Trade Policy - Class `F' - Road Risk only

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary that in respect of any new vehicle and/or chassis bearing a Trade Certificate Number specified in the Schedule of the policy, the Geographical Area for the purpose of this Policy shall be as defined hereunder and not as stated in the Schedule hereto.

Geographical Area

Under Section II - (i) ---- INDIA

Under all other Sections - Within a radius of …….* kilometers from the insured's address as stated in the Schedule hereto.

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

* to insert ‘80’ or ‘120’ as opted for by insured and premium paid accordingly.

IMT.42 Private Carriers
(Goods Carrying Commercial Vehicles Only)

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

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

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

IMT. 43. Theft and conversion Risk

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

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

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

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

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

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

IMT.45. Indemnity to Hirer - Liability only Policy -- Negligence of the Owner or Hirer.

Negligence of the Hirer

It is hereby declared and agreed that **in consideration of payment of an additional premium of Rs……t**he 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 (Applicable to Ambulance/Hearses under class D of Commercial vehicles and to Motor Trade vehicles)

In consideration of an additional premium of Rs….. and notwithstanding anything to the contrary contained in Section II-I(c) but subject otherwise to the terms exceptions conditions and limitations of this policy the insurer 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 insurer ratable 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 vehicle insured.

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

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

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

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

(For use with “Liability Only” Policy)

In consideration of an additional premium of Rs……. and subject otherwise to the terms exceptions conditions and limitations of this Policy the insurer will indemnify the insured against liability at law for compensation (including legal 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 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 insurer ratable 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 vehicle insured.

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

Provided further that in the event of Policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.
Subject otherwise to the terms exceptions conditions and limitations of this policy.

IMT.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 omit 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 of Rs……., the indemnity provided by this Policy shall apply in respect of any trailer (including Agricultural Implements such as Ploughs, Harrows and the like) described in the under noted Schedule of trailers as though it were a vehicle described in the Schedule and had set against it in the Schedule the value set against it in the under noted Schedule of trailers.

Provided that the Insurer 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.

NOTE :

In the case of **Liability only** Policies, the Endorsement must be suitably amended.

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 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 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.

(c) the operation other than in or upon the Motor Vehicle forming part of or attached to
(d) 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.

IMT.56. Trailers (Road Transit Only)

In consideration of the payment of an additional premium it is hereby understood and agreed that insurance by Section I and II of this Policy shall extend to the Motor Vehicle (mechanically propelled or otherwise) attached to the Motor Vehicle for the purpose of being towed

Provided always that

a) the insurer shall not be liable under this Policy in respect of damage to property conveyed by the towed vehicle.

b) the insurer shall not be liable under this Policy in respect of accident loss damage and/or liability caused sustained or incurred whilst the vehicle insured is towing a greater number of vehicles than is permitted by law.

IMT.57. Motorised Two Wheelers (Motor Trade Only)

It is hereby declared and agreed that Item 5 in the Schedule to this Policy is deemed to have been deleted and the following substituted there for :-

The Motor Vehicle : Any Motorised Two Wheeler (including sidecar attached thereto) the property of the insured or insured’s custody or control whilst bearing Trade Certificate No.....

It is further declared and agreed that the words "Motor Vehicle" wherever they appear are deemed to have been deleted and substituted by the words "Motorised Two Wheeler”..

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

IMT.58. Loan or Hire of Motor Cars, Motorised Two wheelers, Motor vehicles to Customers by Motor Dealers (Motor Trade Only)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the Motor Car(s), Motorised Two wheelers, Motor Vehicle(s) described in the Schedule hereto may be let out on loan or hire to insured's customers when their vehicle(s) is/are under repair with the insured.

Provided that the insured agrees to record in a register for the purposes of this policy the date of loan or hire of such vehicle(s), its Make and Registered Number (or Chassis Number if the loaned/hired vehicle itself is not registered) and the duration of the loan or hire and to submit to the insurer within one month of the expiry of each period of insurance a statement of the total number of days each loaned/hired vehicle was in use.

Provided also that the premium for this Policy shall be subject to adjustment on expiry of each period of insurance.

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

IMT.59. Private use of vehicle by Member/Director/Employee of the insured
(Motor Trade only)

In consideration of the payment of an additional premium of Rs…… and notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this Policy shall be operative whilst the vehicle insured is being used by the insured or with the permission of the insured by a Member Director or employee of the insured for social domestic or pleasure purposes.

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

1. is not entitled to indemnity under any other policy;

2. shall as though he/she were the insured observe fulfill and be subject to the terms provisions conditions and endorsements of this policy in so far as they apply;

3. has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.

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

IMT.60. Demonstration - Driving Extension
(Applicable to Motor Trade Policies Only)

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the policy shall be operative whilst the vehicles are being driven for the purpose of demonstration by person(s) not in the employment of the insured provided he/she/they is/are driving with the insured's permission and is/are accompanied by the insured or by any person(s) in the insured's employment.

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

IMT.61. Tuition - Driving Extension

(Applicable only to Motor Trade Policies issued on named driver basis.)

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything to the contrary it is hereby understood and agreed that the policy shall be operative whilst the vehicles insured are being used for purpose of demonstration or tuition by any other person, provided he/she is driving with the insured's permission and is accompanied by a named driver mentioned in the policy Schedule.

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

IMT.62. Deletion of 50% Limitation clause in respect of damage to tyres
(Applicable to Motor Trade Road Transit Risks Policies only)

In consideration of the payment of an additional premium of Rs…….. it is hereby understood and agreed that the words "….when the liability of the Insurer is limited to 50% of the cost of the replacement ……..." are hereby deleted from proviso (b) of Section I(1) of the policy.

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

IMT .63. Restriction of Cover to Liability Risks only
(Motor Trade Internal Risks Policy)

It is hereby understood and agreed that

(a) Section I and II(2)(i) and the word "other" in Section II (2)(ii) of this Policy in the Schedule to this Policy are deemed to be cancelled and

(b) the Insurer shall not be liable in respect of damage to the Motor Vehicle or its accessories.

IMT.64. Open-Air Car Parks
(Motor Trade Internal Risks Only)

In consideration of the payment of an additional premium, it is hereby understood and agreed that for the purpose of this Policy the Premises shall be deemed to include the car park at ……...* superficial area not exceeding …….**

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

* To insert location

** To insert appropriate area

IMT.65. Work Away From Premises

(Motor Trade Internal Risks Only)

In consideration of the payment of an additional premium it is hereby understood and agreed that the premises are deemed to include any place at which the insured is performing work not being premises under the control of the insured provided that the insurer shall not be liable in respect of injury or damage resulting from the driving of the vehicle insured in a public place in INDIA within the meaning of the Motor Vehicles Act, 1988.

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

STATISTICS FORMS

SEE ANNEXURE FILE

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