



## Private Car Policy- Bundled Policy Wording

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to Raheja QBE General Insurance Company Limited (hereinafter called the Company) for 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 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 or 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 and rockslide.

Subject to a deduction for depreciation at the rates mentioned below in respect of parts of the vehicle 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	% DEPRECIATION OF
Not exceeding 6 months	Nil
Exceeding 6months 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%

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

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

- (a) Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown failures or breakages;
- (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.
- (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 authorize the repair of the vehicle necessitated by damage for which the Company may be liable under this policy provided that:-

- (a) The estimated cost of such repair including replacements, if any, does not exceed Rs.500/- in respect of any one accident.
- (b) The Company is furnished forthwith a detailed estimate of the cost of repairs and
- (c) The insured shall give to the Company every assistance to see that such repair is necessary and the charges are reasonable.

### **POLICY PERIOD**

Means the period commencing from policy start date and hour and terminating on the policy end date and hour as specified in the Schedule of the policy.

### **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 of 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.

<b>THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE</b>	
<b>AGE OF VEHICLE</b>	<b>% OF DEPRECIATION FOR FIXING</b>

	<b>IDV</b>
Not exceeding 6months	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 Company 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: LIABILITIES TO THIRD PARTIES**

1. Subject to the limits of liability as laid down in the schedule hereto, the Company will indemnify the insured in the event of accident caused by or arising out of the use of the 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 the 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 also 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 RIGHTS OF RECOVERY**

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act. But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

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

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

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

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

Provided always that

1. the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum as mentioned in policy schedule during any one period of insurance.
2. No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self- injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3. Such compensation shall be payable directly to the insured or to his/ her legal representative whose receipt shall be the full discharge in respect of the injury to the insured.

This cover is subject to

- a) the owner-driver is the registered owner of the vehicle insured herein;
- b) the owner-driver is the insured named in this policy.

- c) the owner-driver holds an effective driving license, in accordance with the provisions of 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 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 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 or 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.

## **GENERAL CONDITIONS**

This policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

### **1. Condition precedent to the Contract**

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

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## 2. Conditions during the Contract

### a. Duties and Obligations after Occurrence of an Insured Event

- i. 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.
- ii. Notice shall also be given in writing to the company immediately the insured shall have knowledge of any impending prosecution, inquest or Fatal inquiry in respect of any occurrence which may give rise to a claim under this policy.
- iii. In case of theft or criminal act which may be the subject matter 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.
- iv. 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.
- v. 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:
  - For total loss / constructive total loss of the insured vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
  - For partial losses, i.e. losses other than total loss/constructive total loss of the insured vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

### b. Reasonable Care

The insured shall take all reasonable steps to safeguard the vehicle insured from loss or damage and to maintain it in efficient condition.

### c. Right to Inspect

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 insured be driven before the necessary repairs are effected any extension of the damage or any further damage to such vehicle shall be entirely at the insured's own risk.

### d. Cancellation

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

Motor Third Party Insurance shall not be cancelled by either insurer or the insured except on the following grounds:

- Double Insurance
  - Vehicle not in use anymore because of Total Loss or Constructive Total Loss
  - In the event the vehicle is sold and/ or transferred.
- iii. The company may allow a refund of Third Party liability premium for unexpired policy period provided that the policy is cancelled on the ground of Theft/ Total Loss/ Constructive Total Loss on submission of cancelled registration certificate and after surrender of the original certificate of insurance for cancellation. There shall be no refund of premium under Section I of the policy.
  - iv. Cancellation at the request of insured in the event of no claim in the policy.

Annual Premium (TP) = Third Party Premium/ 3

Year of Cancellation	Methodology of Premium Refund		
	Policy Year 1	Policy Year 2	Policy Year 3
1 <sup>st</sup> Year	Premium retained basis short period rates	Full Annual Premium Refund	
2 <sup>nd</sup> Year	Full Annual Premium Retained	Premium retained basis short period rates	Full Annual Premium Refund
3 <sup>rd</sup> Year	Full Annual Premium Retained		Premium

		retained basis short period rates.
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Own Damage Premium refund/ retention shall be as per “Short Period Rates”

- v. Cancellation at the request of insured in the event of claim in the policy.

Claim Occurrence Year	Refund Methodology
1 <sup>st</sup> Year	If cancellation initiated in 1 <sup>st</sup> year itself then refund the Annual Premium (TP) for year 2 & 3, else refer Section 2. d. iv. of General Conditions of policy.
2 <sup>nd</sup> Year	If cancellation initiated in 2 <sup>nd</sup> year itself then refund the Annual Premium (TP) for year 3 only, else refer Section 2. d. iv. of General Conditions of policy.
3 <sup>rd</sup> Year	No Refund

There shall be no refund under Section I of the policy.

- vi. Short Period Rates

Following table will be applicable for retention of premium for the year (nth year) in which the policy is cancelled.

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

No refund will be allowed on expired period of Risk.

e. **Arbitration Clause**

If any dispute or difference shall arise as to the quantum to be paid under this Policy

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(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 (as amended).

It is clearly agreed and understood that no difference or dispute shall be referred to Arbitration as hereinbefore provided, if the Company has disputed or not accepted its liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a 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.

f. **Contribution Clause**

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.

g. **No Claim Bonus**

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

All Type of Vehicles	%age 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 2 consecutive years of insurance	50%

Sunset Clause: If at the renewal falling due any time between 1<sup>st</sup> July 2002 and 30<sup>th</sup> June 2003, both days inclusive, (after completion of the full policy period of 12 months) an insured becomes entitled to an NCB of 65% in terms of the Tariff prevailing prior to 1<sup>st</sup> July 2002, the entitlement of such higher percentage of NCB will remain protected for all subsequent renewals till a claim arises under the policy, in which case the NCB

will revert to "Nil" at the next renewal. Thereafter, NCB if any earned will be in terms of the above table.

- iii. The percentage of applicable NCB is to be computed on Own Damage premium required for renewal of the insurance after deducting any rebate in respect of "Vehicle laid up" under the policy. If the policy period has been extended in lieu of the rebate for the lay up of the vehicle, as per "Vehicle laid up" regulations, such extended period shall be deemed to have been part of the preceding year of insurance.
- iv. The entitlement of NCB shall follow the fortune of the original insured and not the vehicle or the policy. In the event of transfer of interest in the policy from one insured to another the entitlement of NCB for the new insured will be as per the transferee's eligibility following the transfer of interest.

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

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

- v. The percentage of NCB earned on a vehicle owned by an institution during the period when it was allotted to and exclusively operated by an employee should be passed on to the employee if the ownership of the vehicle is transferred in the name of employee. This will however require submission of a suitable letter from the employer confirming that prior to transfer of ownership of the vehicle to the employee, it has allotted to and exclusively operated by the employee during the period in which the NCB was earned.
- vi. In the event of the insured, transferring his insurance from one insurer to another insurer, the transferee insurer may allow the same rate of NCB which the insured would have received from the previous insurer. Evidence of the insured's NCB entitlement either in the form of a renewal notice or a letter confirming the NCB entitlement from the previous insurer will be required for this purpose.

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

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

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

the previous insurer within 21 days after granting the cover will also constitute a breach of the tariff.

- vii. If the insured vehicle is sold and not replaced immediately, or laid up, and the policy is not renewed immediately after expiry, NCB if any, may be granted on a subsequent insurance, provided such fresh insurance is effected within 3 (three) years from the expiry of the previous insurance. The rate of NCB applicable to the fresh policy shall be that earned at the expiry of the last 12 months period of insurance.
- viii. On production of evidence of having earned NCB abroad, an insured may be granted NCB on a new policy taken out in India as per entitlement earned abroad, provided the policy is taken out in India within 3 years of expiry of the overseas insurance policy, subject to relevant provision of NCB under these rules.
- ix. Except as provided in clauses (vii), no NCB can be allowed when a policy is not renewed within 90 days of its expiry.
- x. Except as provided in clauses (vii), (viii), (ix) above, NCB is to be allowed only when the vehicle has been insured continuously for a period of 12 months without any break.

**3. Condition when a claim arises**

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

- I. Call Centre
  - i. Toll Free Number- **1800-102-7723**
  - ii. Email- [claims@rahejaqbe.com](mailto:claims@rahejaqbe.com)
  - iii. Website- [www.rahejaqbe.com](http://www.rahejaqbe.com)
- II. Insured or claimant shall furnish immediate loss details, which shall include details of the loss event, location of the loss, location of the damaged vehicle and names and telephone numbers of contact personnel.
- III. If the claim is for theft, insured should report to the police as well as insurer within 48 hours from theft and file a FIR and obtain copy of the FIR or written acknowledgment from the police authority.
- IV. Notice of claim must be given by you to us immediately after an actual or potential loss begins or as soon as reasonably possible after actual loss or potential loss begins.
- V. Insured or claimant shall furnish death certificate, postmortem report or certificate of disability from hospital as per the requirement of the company in the event of death or bodily injury.
- VI. In case of vehicle theft, a police complaint has to be filed immediately after the loss. Please keep the following information ready when you call the call centre
  - i. Your contact numbers
  - ii. Policy number
  - iii. Name of the insured
  - iv. Date and time of loss
  - v. Location of loss
  - vi. Nature of loss
  - vii. Place and contact details of the person at the loss location.

Note: The above list is only indicative. You may be asked for additional documents. For more details, please refer to the claim form.

- VII. In the event the claim is not settled within 30 days, the Company shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the insured/ claimant by Company till the date of actual payment.
- VIII. Failure to furnish evidence within the time required shall not invalidate nor reduce any claim

if you can satisfy us that it was not reasonably possible for you to give the proof within such time.

#### 4. **Conditions for renewal of the Contract**

##### **Renewal Notice**

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

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

#### 5. **Special Conditions**

- a. 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 such 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

#### **Endorsement (Attached to and forming part of policy)**

The endorsement as specified in the policy schedule shall be applicable.

#### **IMT.1 EXTENTION OF GEOGRAPHICAL AREA**

In consideration of the payment of an additional premium of ₹..... by the Insured as mentioned in the schedule and realization thereof by the Company, it is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary the Geographical Area in this Policy shall from the ..... /..... /..... to the ..... /..... /..... (both days inclusive) be deemed to include \*

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

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

**NOTE:** Insert Nepal/ Sri Lanka/ Maldives/ Bhutan/ Pakistan/Bangladesh as the case may be.

#### **IMT.3. Transfer of Interest**

It is hereby understood and agreed that as from ...../...../..... the interest in the policy is transferred

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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 exception conditions & limitations of the 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 Company in respect of such loss or damage.

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

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

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

#### **IMT.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 Lessors on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle Insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Lessors as long as they are the Owners of the vehicle Insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Lease 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 Owners/Lessors to sue the Company in any capacity whatsoever for any alleged breach of its obligations hereunder.

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

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

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

#### **IMT.7. Vehicle 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 Company in respect of such loss or damage.

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

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

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

**IMT.8. Discount for Membership of Recognized Automobile Associations**

It is hereby understood and agreed that in consideration of the insured's membership of .....\*\* a discount in premium of ₹.....\* is allowed to the Insured hereunder from ...../...../.....

It is further understood and agreed that if the Insured ceases to be a member of the abovementioned association during the currency of this policy the insured shall immediately notify the Company accordingly and refund to the Company 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, pro-rata proportion of the tariff discount for the unexpired policy period is to be inserted.

\*\* Insert name of the concerned Automobile Association.

**IMT.10. Installation of Anti-theft Device**

In consideration of the 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 ₹.....\*\* 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.11A. Vehicle 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 Company 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 SELFIGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE, TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS, in consideration whereof

1.# The Company 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.

2.# The period of insurance by this Policy is extended to ...../...../..... in view of the payment of an additional premium of ₹ .....\*\* and the realization thereof by the Company

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

**NB.1.#To delete (1) or (2) 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.

**IMT.11B. Vehicle 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 Company 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.

**IMT.11C. 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

1. # The Company will deduct from the next renewal premium the sum of ₹.....\* and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.
2. # the period of insurance by this Policy is extended to .../...../..... in view of the payment of an additional premium of Rs .....\*\* and the realization thereof by the Company

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

NB.1.#To delete (1) or (2) 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**

It is hereby understood and agreed that the Company 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 15. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER OR CLEANER**

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:-

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

Provided always that

1. compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum specified in the Schedule during any one period of insurance in respect of any such person.
2. no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3. such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

**IMT.16. PERSONAL ACCIDENT TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER AND CLEANER**

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 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 :

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

Provided always that: -

1. compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum specified in the Schedule during any one period of insurance in respect of any such person.
2. no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3. such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

#### **IMT 17. PERSONAL ACCIDENT COVER TO PAID DRIVERS, CLEANERS AND CONDUCTORS**

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

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

Provided always that

1. compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum specified in the Schedule during any one period of insurance in respect of any such person.
2. no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3. such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

#### **IMT.19. Cover for vehicles imported without custom 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 Company exercising the option under ....., \* to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to :-

1. a. 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  
b. 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
2. 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 Motorized 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 100/- is hereby made to the insured.

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

#### **IMT.22. Compulsory Deductible**

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insured shall bear under Section 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 Company in the exercise of his discretion under Condition no ...\*\* of this Policy .

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

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

Subject otherwise to the terms 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 motorized 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.

\*\* to 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**

It is hereby 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 Company shall include any amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

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

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

\*To insert voluntary deductible amount opted by the Insured under tariff for Private car / tariff for motorized two- wheeler.

\*\* To insert appropriate amount relating to the voluntary deductible opted as per the provision of tariff for Private car / tariff for motorized 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 motorized two wheelers.

**IMT.24. Electrical/ Electronic fittings (Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle)**

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

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

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

Subject otherwise to the terms, 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 Company will indemnify the Insured in terms conditions limitations and exceptions of Section1 of the policy against loss and/or damage to the CNG/LPG kit fitted in the vehicle Insured arising from an accidental loss or damage to the vehicle Insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the Policy.

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

**IMT.26. Fire and/ or theft risks only**

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 Company 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**

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

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

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

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

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

Provided always that

- i) this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for insured's general employees;
- ii) the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;
- iii) in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

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

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

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

In consideration of the payment of an additional premium and realization thereof by the Company it is hereby understood and agreed that the indemnity granted by this Policy shall extend to apply to the trailer (Registration No.\_)

**Provided that :-**

1. \*The IDV of such trailer shall be deemed not to exceed\_\_\_\_\_\*\*
2. The term "Trailer" shall not include its contents or anything contained thereon.
3. 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 risk only policies

\*\* Insert value of trailer as declared at the inception of insurance or any renewal thereof.

### **IMT.31. Reliability trials and rallies**

In consideration of the payment of an additional premium and realization thereof by the Company 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 :-**

1. No indemnity shall be granted by this Endorsement to .....#
2. This policy does not cover use for organised racing, pace making or speed testing.
3. During the course of the .....\* the Company shall not be liable in respect of death 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 ₹.....@ (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 Company 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 Company 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 venue of the event

@ To insert ₹ 5000/-for Private cars or ₹ 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 name of the promoters of the event

## To delete the entire paragraph in case of liability only policies.

### **IMT.32. ACCIDENTS TO SOLDIERS /SAILORS/ AIRMEN EMPLOYED AS DRIVERS**

In consideration of the payment of an additional premium of Rs 100/-\* it is hereby understood and agreed that in the event of any Soldier/Sailor/Airman employed by the insured to drive the vehicle insured being

injured or killed whilst so employed, this policy will extend to relieve the insured of his liability to indemnify Ministry of Defence under the respective Regulations.

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

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

**IMT.35. Hired vehicle driven by Hirer\***

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:-

1. 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\*\*.
2. 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 Company 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 ₹..... 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 Company shall include the amount for which the Insured is responsible hereunder, such amount shall be repaid by the Insured to the Company forthwith.

For the purpose of this endorsement the expression 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 Company 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 Company 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

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marked with \*.

\*\* Insurer to devise a suitable supplementary proposal form.

**IMT.36. Indemnity to Hirer- Negligence if 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 stated 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.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 here under.

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

It is hereby declared and agreed that in consideration of payment of an additional premium of Rs..... and realization thereof by the Company, 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 while let on hire.

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

**Grievance Redressal**

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

Call us 24\*7 toll free helpline **1800-102-7723**

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

Write to us at: The Grievance Cell, Raheja QBE General Insurance Co. Ltd., Ground Floor, P&G Plaza, Cardinal Gracious Road, Chakala, Andheri East, Mumbai- 400099

**Grievance Redressal Officer**

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

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

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

#### Insurance Ombudsman Centres

Office of the Ombudsman	Contact Details	Jurisdiction
Ahmedabad	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.
Bhopal	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	Madhya Pradesh and Chhattisgarh
Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	Orissa.
Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Chandigarh.

Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	Tamil Nadu and Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	Delhi.
Guwahati	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of the Territory of Pondicherry.
Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>	Rajasthan.
Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>	West Bengal, , Sikkim, and Andaman and Nicobar Islands.
Lucknow	Office of the Insurance Ombudsman,	Districts of Uttar Pradesh:

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

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

### **EXECUTIVE COUNCIL OF INSURERS**

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

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