

# Auto Secure Commercial Vehicle Package Policy

UIN: IRDAN108RP0050V01201819, IRDAN108RP0077V01201819, IRDAN108RP0078V01201819



WITH YOU ALWAYS

## AUTO SECURE COMMERCIAL VEHICLE PACKAGE POLICY

Goods Carrying Vehicle (IRDAN108RP0050V01201819)

Passenger Carrying Vehicle (IRDAN108RP0077V01201819)

Miscellaneous & Special Type of Vehicles  
(IRDAN108RP0078V01201819)



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### POLICY WORDINGS

#### Tata AIG General Insurance Co. Ltd.

Registered Office:

Peninsula Business Park, Tower A, 15th Floor,

G.K. Marg, Lower Parel, Mumbai – 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170

Email: [customersupport@tataaig.com](mailto:customersupport@tataaig.com) Website: [www.tataaig.com](http://www.tataaig.com)

IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425

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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 or rockslide.

Subject to a deduction for depreciation at the rates mentioned below in respect of the 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 following schedule	
Age of the vehicle	% of Deprecia- tion
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 year 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, 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 the total painting charges for the purpose of applying the depreciation.	

- 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

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- 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 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 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 shall be treated as a CTL if the aggregate cost of retrieval and/or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

## SECTION II - LIABILITY TO THIRD PARTIES

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

### PROVIDED ALWAYS THAT

- 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.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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 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.

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- 4) The Company may as 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 Policy.
- 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.15 lakhs during any one period of insurance.
  - (2) no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
  - (3) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.
  - (4) This cover is subject to
    - a) the owner-driver is the registered owner of the vehicle insured herein;
    - b) the owner-driver is the insured named in this policy.
    - c) the 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
- Nominee details are mandatory for this cover. Please provide nominee details in proposal form.

## 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 provisions.

## 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 or 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

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- 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 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 or 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 or 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.

## 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.

### A) Conditions precedent to contract

1. Premium to be paid for the Policy Period before Policy commencement date as opted by insured in the proposal form.
2. 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.

### B) Conditions during the contract

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

- 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.
- 2) 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.
- 3) 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.
- 4) 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
- 5) the insured shall give all such information and assistance as the Company may require.
- 6) 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
- 7) 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.(applicable for commercial vehicles only)
- 8) 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.

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- (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.

## 2. 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

## 3. Right to Inspect

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.

## 4. Cancellation

- a. The Company may cancel the policy by sending fifteen 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 unless the policy is cancelled on the grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured in which case the policy will be cancelled on 'ab-initio' basis with forfeiture of premium and non consideration of claim, if any.
- b. 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 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.
- c. Cancellation premium retention grid:

PERIOD	% OF ANNUAL PREMIUM TO RETAIN
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

## 5. Arbitration Clause

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.

## 6. Contribution

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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.

## C) Conditions when a claim arises

The insured / claimant will intimate claim to TATA AIG via –

- I. Call Centre:
  - Toll Free Number – 18002667780
  - Email - general.claims@tataaig.com
  - Website – www.tataaig.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 hrs from theft and obtain an FIR or a written acknowledgement from the Police authorities.

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 or potential loss begins.

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:

1. Your Contact Numbers
2. Policy Number
3. Name of Insured
4. Date & Time of loss
5. Location of loss
6. Nature of Loss
7. Place & 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 intimation cum preliminary claim form.

## D) 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 premium has been paid / received. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

## E) Special Conditions

1. 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
2. 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.
3. 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.

## 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.

**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

Duration of training for A & B - 1st and 2nd day.

Cause of accidents

Accidents statistics

Driver's personal fitness

Car condition



Breaking distance  
Highway driving  
Road/Pedestrian  
crossing Railway  
crossing Adapting to  
weather Head on  
collision  
Rear end  
collision Night  
driving  
Films and discussion

## **(B) 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 Duration of training     |
|                     | - | Hazchem code for C)-3rd day                |
|                     | - | Toxicity, Flammability, other definitions. |
| 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.

## SECTION V- ENDORSEMENTS (attached to and forming part of Policy)

### IMT. 1. Extension of Geographical Area

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

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

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

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

### IMT5. 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.

### IMT6. 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.

### IMT7. 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 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.

### IMT13. USE OF VEHICLE WITHIN INSURED'S OWN PREMISES

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.

### IMT14. 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.

### IMT17. 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/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%

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.

### IMT19. 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 Condition 4, 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.

### IMT20. 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.

## IMT21. 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.

## IMT22. 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 insurer in the exercise of his 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.

## IMT23. COVER FOR LAMPS TYRES/TUBES MUDGUARDS BONNET/SIDE PARTS BUMPERS HEADLIGHTS AND PAINTWORK OF DAMAGED PORTION ONLY

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:

- 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.
- 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.
- 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.

## IMT24. 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.

## IMT25. 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.

## IMT26. 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 not applicable.

**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 not applicable.

## IMT27. 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 not applicable.

**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 not applicable.

## IMT28. 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 of Rs. 50/- 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.

## IMT34. USE OF COMMERCIAL TYPE VEHICLES FOR BOTH COMMERCIAL AND PRIVATE PURPOSES

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.

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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 Policy 1) above is not applicable.

## **IMT35. HIRED VEHICLES – 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:-

- (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.

## **IMT36 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.

## **IMT38. LEGAL LIABILITY TO FARE PAYING PASSENGERS EXCLUDING LIABILITY FOR ACCIDENTS TO EMPLOYEES OF THE**

**INSURED ARISING OUT OF AND IN THE COURSE OF THEIR EMPLOYMENT (Commercial and Motor Trade Vehicles only)**

### **(1) For use with Package Policies.**

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

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

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

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

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

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

### **(2) For use with Liability only Policy.**

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

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

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

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

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

## **IMT39. 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 Rs 50/- 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.

#### **IMT39 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.

#### **IMT40 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. 50/- 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.



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- (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. 42 PRIVATE CARRIERS

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

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

### NOTE:

For Liability only Policy words “for any loss or damage to the vehicle insured and/or “ is not applicable.

## IMT43. 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.

## IMT44. 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.

## IMT45. INDEMNITY TO HIRER - LIABILITY ONLY POLICY — NEGLIGENCE OF THE OWNER OR HIRER. Negligence of the Hirer

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

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

## IMT46. 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/HEARSE 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.:**

- (i) For Liability only Policy para a) is not applicable.
- (ii) For Package Policies where an additional premium has been paid for inclusion of damage by overturning, para a) is not applicable.

#### **IMT. 48. AGRICULTURAL AND TRACTORS UPTO 6 HP 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.

#### **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 notwithstanding 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

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- (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 provision is not applicable.

\*\* 1) In case of "Mobile Shops and Canteens" insert the words "Utensils or stock-in-trade" and (iii) is not applicable.

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.

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

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

- a) the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.
- b) the operation other than in or upon the Motor Vehicle forming part of or attached to
- c) the Motor Vehicle.

## IMT. 55. MOBILE PLANT - INCLUSION OF LIABILITY TO THE PUBLIC WORKING RISK

(All Other Cases)

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

- (a) death injury or damage caused by or resulting from
  - (i) subsidence flooding or water pollution.
  - (ii) damage to pipes or cables arising out of the operation as a tool of the vehicle insured or of any plant forming part of vehicle insured or attached thereto.
- (b) damage to property resulting from the manufacture construction alteration repair or treatment of such property by the insured.
- (c) death injury or damage caused by or through property on which the insured has carried out any process of manufacture, construction alteration or repair or treatment.

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

## SECTION VI - Commercial Vehicle Package Policy – Add On covers

### TA01 Depreciation Reimbursement

(GCV - IRDAN108RP0003V02200001/A0079V01201819)

(PCV - IRDAN108RP0004V02200001/A0067V01201819)

(MISC - IRDAN108RP0005V01200001/A0070V01201819)

This section is applicable if it is shown on Your schedule.

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- We will pay You the amount of depreciation deducted on the value of parts replaced under own damage claim, lodged under section 1 (own damage) of the policy. We will pay for the first <\*> claims during the Period of insurance.
- Deductible: 5% of claim amount subject to minimum of Rs1500 for each and every claim shall be borne by You.

## What is not covered

Depreciation amount in respect of tyres, tubes, rims and radiator.

## TA02 Loss of equipments / goods (For Private Carrier Only):

### (GCV - IRDAN108RP0003V02200001/A0080V01201819)

This section is applicable if it is shown on Your schedule.

- We will pay for the physical loss or damage to equipments / goods fitted / carried in the vehicle in connection with insured's trade / business but not for sale purposes, caused by perils mentioned under Section 1 ( Own Damage) of the policy while they are in the vehicle at the time of loss or damage to the vehicle.
- If physical loss or damage to the insured item is reasonably capable of repair, We will pay You reasonable cost of repair to restore the insured item to the condition immediately prior to the event resulting into covered loss or damage. In the event of a total loss of insured item, i.e. when the cost of repair is equal to or exceeds the value of the damaged item immediately before the event, We will pay You the market value of the item as it existed immediately before the occurrence of the loss less salvage value.
- Under any circumstances, maximum amount payable under this cover during the period of insurance shall not exceed sum insured mentioned in the schedule.
- A police report must be filed for claims due to burglary, house-breaking or theft.

## What is not covered:

1. Loss or damage to the equipment / goods unless there is a valid and admissible claim in respect of the insured vehicle arising out of the same accident / incident.
2. If the damage to the equipments / goods has happened prior to commencement of journey i.e. when the vehicle is parked or located in the Factory / Office premises, where the vehicle is parked normally.
3. Loss or damage to the equipment / goods from the insured vehicle unless insured vehicle is properly locked and all the doors are securely fastened while unattended.
4. Loss or damage to the goods due to burglary / theft at the factory / office premises.
5. Any pre-existing loss or damage to the equipment / goods.

**Limit:** 25% of IDV of the vehicle OR Rs.100,000 whichever is less.

**Deductible:** The insured will bear first 10% of the claim amount or Rs.10,000 whichever is less, for each and every claim under this section.

## TA03 Additional transportation Expenses

### (GCV - IRDAN108RP0003V02200001/A0081V01201819)

This section is applicable if it is shown on Your schedule.

## What is Covered

- We will pay the additional cost of transportation in hiring of an alternate vehicle including labour charges for loading/unloading at the spot of accident, incurred by You in transporting the goods to the destination mentioned in the bill of affreightment, if insured vehicle is damaged by a covered peril mentioned in Section 1 of the policy such that it can not move on its own and certified by spot surveyor in his survey report subject to submission of actual bills of transportation including labour charges for loading/unloading of goods. In case spot survey is not carried out then our liability will be restricted to 50% of the admissible claim amount under this cover. Under any circumstances, maximum amount payable under this cover during the period of insurance shall not exceed sum insured mentioned in the schedule.

Limit of liability: The limit of liability is restricted as percentage of IDV (Insured Declared Value) as per following table:

Class of Vehicle	Limit as percentage of IDV under Standard Package Policy
(i) Goods Carrying Vehicles other than 3 wheeler vehicles	5% of IDV or Rs. 25,000 whichever is less
(ii) Goods Carrying Vehicle – 3 wheeler vehicles	5% of IDV or Rs. 5,000 whichever is less

## What is not Covered

We will not pay additional transportation cost

1. If You are only claiming for windscreen or any other glass damage under Section 1 of the policy.
2. If claim under Section 1 is not valid and admissible.

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3. If damage to the vehicle has happened prior to commencement of journey.
4. If damage to any Goods Carrying vehicle (other than 3 wheeler vehicles) has happened within 100 kms of the town / city from where journey has commenced.
5. If the vehicle can be repaired at the spot of the accident.
6. If an alternate vehicle is not hired for transportation.

#### TA04 Loss of Income

(GCV - IRDAN108RP0003V02200001/A0082V01201819)

(PCV - IRDAN108RP0004V02200001/A0068V01201819)

(MISCD - IRDAN108RP0005V01200001/A0071V01201819)

This section is applicable if it is shown on Your schedule.

- We will pay the amount as shown in the schedule towards loss of income in case insured vehicle meets with an accident and vehicle is under repair arising out of a covered peril mentioned in section 1 of the policy. We will pay for 20 days in case of claims other than total loss including theft and constructive total loss and 30 days in case of total loss including theft and constructive total loss. Our liability to pay per day and for the Period of insurance shall not exceed sum insured as mentioned in the policy schedule.
- Cover will commence after 3 days in case of Three wheeler commercial vehicle/taxi and 5 days in case of other classes of commercial vehicles respectively from the date and time insured vehicle reaches garage for repair and shall end on the date repairs have been completed and/or garage intimates the insured for taking delivery of the vehicle and/or re inspection is done whichever occurs first subject to limits mentioned above.

The maximum daily payable amount is per the following table:

Type/Class of the Vehicle		Benefit - Per day limit
(i) Three Wheelers (Goods Carrying and Passenger Carrying Vehicles)		Rs. 500/-
(ii) Taxis		Rs.1,000/-
(iii) Buses		Rs. 1,500/-
(iv) Luxury Buses		Rs. 3000/-
(iv) Goods Carrying Vehicles	a) Up to 7500 kg	Rs.1,000/-
	b) > 7500 kg <= 25000 kg	Rs.1,500/-
	b) > 25000 kg	Rs.2,000/-
(v) Miscellaneous Class 'D' Vehicle		Rs.2,000/-

A police report must be filed for claims due to total loss, constructive total loss, burglary, house-breaking or theft.

#### What is not Covered

We will not pay if

1. You are claiming only for windscreen or any other glass damage under Section 1 of the policy.
2. Claim under Section 1 is not valid and admissible.

#### Special Condition:

1. It will be condition precedent to the liability that vehicle must be in commercial use for minimum 30 days prior to the date of accident resulting into claim under this coverage substantiated by valid documentary evidence.

#### TA05 EMI Protector

(GCV -IRDAN108RP0003V02200001/A0083V01201819)

(PCV - IRDAN108RP0004V02200001/A0069V01201819)

(MISCD - IRDAN108RP0005V01200001/A0072V01201819)

This section is applicable if it is shown on Your schedule.

#### What is Covered

- We will pay the Equated Monthly Installment (hereinafter referred as EMI) payable by You to financial institution shown in the policy schedule for the period insured vehicle is in garage for repair, provided insured vehicle is damaged by a covered peril mentioned in Section 1 of the policy and the extent of damage is such that the actual repair time is more than 7 days as certified by surveyor appointed to assess the loss. Actual repair time will be counted from the next calendar day of assessment of loss by surveyor and shall end on the day vehicle is ready for re-inspection or delivery. Our liability will be limited to maximum 2 months EMI or sum insured as mentioned in the schedule, whichever is less. Indemnity period of 2 months will be counted from the date of commencement of actual repair time as defined herein. You will have to submit the EMI schedule certified by financier along with EMI payment track record in the last one year immediately preceding the date of loss.

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## What is not Covered

We will not pay

1. if claim under Section 1 is not valid and admissible.
2. if the vehicle is a total loss or theft is reported.
3. for more than one covered incident during the policy period.
4. any other consequential loss or charges associated with the loan payment such as late payment charges, pre payment charges or other documentation charges.
5. if there is default in payment of EMI in the last one year preceding the date of accident.

**TA06 Repair of Glass, Fiber, Plastic & Rubber Parts**  
(GCV - IRDAN108RP0003V02200001/A0013V01201213)  
(PCV - IRDAN108RP0004V02200001/A0016V01201213)  
(MISC - IRDAN108RP0005V01200001/A0019V01201213)

- A claim for only Glass / plastic / rubber / fiber part where You opt for repairs rather than replacement, at Our authorized workshops/ authorized dealers/authorized service stations, will not affect Your No Claim Bonus eligibility at the time of renewal with Us provided number of such claim does not exceed one and there is no other claim for damage to the vehicle during the period of insurance.

## What is not Covered:

1. Cost of painting of parts without any other repair associated with these parts.

**TA 07 Additional TPPD cover**  
(GCV - IRDAN108RP0003V02200001/A0043V01201920)  
(PCV - IRDAN108RP0004V02200001/A0058V01201920)  
(MISC - IRDAN108RP0005V01200001/A0028V01201920)

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

- *We* will pay for damage to property other than the property belonging to *you* or held in *Your* trust, custody and control up to the limit specified in the policy schedule provided that damage to property is solely and directly caused by accident by the insured vehicle.
- The above limit is in respect of any one claim or series of claims arising out of one event/occurrence in excess of maximum limit of liability covered under Section II of the package policy.

Subject otherwise to the terms exceptions condition & limitations of the policy.

**TA 08 Engine Secure**  
(GCV - IRDAN108RP0003V02200001/A0044V01201920)  
(PCV - IRDAN108RP0004V02200001/A0059V01201920)  
(MISC - IRDAN108RP0005V01200001/A0029V01201920)

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

## What is covered:

*We* will pay *You* repair and replacement expenses for the loss or damage to -

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

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

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

## What is not covered:

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

- Loss or damage covered under manufacturer warranty; recall campaign or forming part of maintenance/preventive maintenance.
- Any aggravation of loss or damage including corrosion due to delay in intimation to *Us* and/or retrieving the vehicle from water logged area.
- Ageing, depreciation, wear and tear. However, deductions on account of depreciation on the parts admissible under this cover will not be applicable if the depreciation reimbursement cover is also opted & shown in *Your* policy schedule.

## Special Condition:

Claim under this endorsement will be admissible only if –

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- In case of water damage, there is an evidence of vehicle being submerged or stopped in a water logged area.
- In case of leakage of lubricating oil, there is a visible evidence of accidental damage to engine or respective assembly.
- Vehicle is transported/towed to garage within 2 (Two) days of water receding from the water logged area.
- **You** have taken all reasonable steps, safeguards and precautions to avoid any loss or damage and also prevent aggravation of loss once the loss or damage to the vehicle is sustained and noticed by **You**.

## Deductible:

**We** shall not be liable for each and every claim under this coverage in respect of deductible stated in the schedule.

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

## TA09 Consumable Expenses

(GCV - IRDAN108RP0003V02200001/A0045V01201920)

(PCV - IRDAN108RP0004V02200001/A0060V01201920)

(MISCD - IRDAN108RP0005V01200001/A0030V01201920)

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

## What is covered:

**We** will cover cost of consumables required to be replaced/replenished arising from an accident to the insured vehicle. Consumable for the purpose of this cover shall include engine oil, gear box oil, lubricants, nut & bolt, screw, distilled water, grease, oil filter, bearings, washers, clip, break oil and items of similar nature excluding fuel.

## What is not covered:

- Any consumable not associated with admissible Own Damage claim under section I (Own Damage) of the policy.
- If there is no valid and admissible claim under section I (Own Damage) of the policy.

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

## TA 10 No Claim Bonus Protection Cover

(GCV - IRDAN108RP0003V02200001/A0046V01201920)

(PCV - IRDAN108RP0004V02200001/A0061V01201920)

(MISCD - IRDAN108RP0005V01200001/A0031V01201920)

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

## What is Covered

**We** will allow **You** the same No claim bonus, as shown on **Your** schedule at the time of renewal with **Us**, provided-

- The rate of No claim bonus as shown in the schedule is an accumulation of 1 or more claim free years and their being no own damage claim in preceding 1 year.
- Not more than 1 own damage claim is registered in the current **period of insurance**.
- The renewal of policy is done with **Us** within 90 days of expiry of the policy.
- The claim is not a **Total Loss** (TL)/ **Constructive Total Loss** (CTL)

## Special Conditions

Special conditions applicable to this benefit in addition to the general conditions:

- The claim made for damages only to the windscreen glass/ rear glass/ door glasses sun roof glass, will not be considered as a claim under this benefit.
- The claim including only partial theft of accessories/ parts will not be considered as a claim under this benefit.
- A claim for theft of entire motor vehicle will not be considered as a TL/ CTL for this purpose provided a new motor vehicle is purchased and insured with **Us** within 90 days of the theft, in which case, **We** will allow same No claim bonus on New motor vehicle as is shown in the schedule.

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

## TA 11 Emergency Medical Expenses

(GCV - IRDAN108RP0003V02200001/A0047V01201920)

(PCV - IRDAN108RP0004V02200001/A0062V01201920)

(MISCD - IRDAN108RP0005V01200001/A0032V01201920)

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

## What is Covered:

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- *We* will pay emergency medical expenses incurred by *You* for treatment of bodily injury sustained by *You* / Driver / occupants of the vehicle in direct connection with the insured vehicle whilst mounting and dismounting from or driving or travelling in the insured vehicle or road rage and caused by violent, accidental external and visible means and required treatment is taken in a *Hospital / Nursing Home*.
- *We* will pay *Ambulance* Charges, up to the Sum Insured specified in the schedule, incurred by *You* towards transportation of *You* / driver / occupants to the *Hospital* post suffering bodily injury.
- *We* will also pay the cost of supporting items, such as crutches, wheelchair, artificial limbs, etc, which become necessary after an accident, up to a maximum amount of Rs. 5,000 or 5% of the Sum Insured opted by *You*, whichever is less.
- *Our* liability per person during the *period of insurance* shall be limited to sum insured as specified in the schedule for persons not exceeding the maximum licensed seating capacity of the vehicle.

## What is not Covered:

- Any expenses related to a sickness, disease or medical disorder not directly consequential to accident.
- Any expenses towards psychosomatic disorders of any kind, whether caused or accentuated by accident or otherwise.
- Any physiotherapy treatment.
- Any expense not supported by an original and valid bill / receipt and related prescription of the attending *Medical Practitioner / Hospital / Nursing Home*.
- Expenses, if the treatment is started after 5 days from the date of Accident
- Not more than sum-insured per person as mentioned in the schedule during any one year of policy.
- Any expense arising or resulting from or traceable to intentional self injury, suicide or attempted suicide, physical defect or infirmity.
- Any expense arising or resulting from or traceable to an accident happening whilst *You* / Driver are under the influence of intoxicating liquor or drugs.
- Any expenses in respect of a person who is not legally permitted to travel in the vehicle as per provisions of relevant applicable laws.

Subject otherwise to the terms exceptions condition & limitations of the policy.

## TA 12 Return to Invoice

(GCV - IRDAN108RP0003V02200001/A0048V01201920)

(PCV - IRDAN108RP0004V02200001/A0063V01201920)

(MISCD - IRDAN108RP0005V01200001/A0033V01201920)

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

## What is covered:

*We* will pay the financial shortfall between the amount *You* receive under section 1(own damage) of the policy and the purchase price of the new vehicle of same make and model as confirmed in the invoice of sale in the event of *Your* insured vehicle being a Total Loss/ *Constructive total loss* (CTL) or stolen during the *period of insurance* and not recovered. In case exactly same make/model is not available, *Our* liability will be limited to the shortfall with respect to original purchase price of the insured vehicle. *We* will also reimburse the registration charges, road tax and insurance cost which *You* will incur on the new vehicle of same make and model.

## Special conditions:

- *You* are the first registered owner of the vehicle.
- The finance company/bank whose interest is endorsed on the policy must agree in writing for settlement of claim under this coverage.

## What is not Covered:

*We* will not pay the financial shortfall if:

- the Total Loss/CTL and theft claim is not valid and admissible under section 1 of the policy.
- any non-built in electrical/electronic and non-electrical/electronic accessories including bi-fuel kit forming part of the invoice but not insured under section 1 of the policy.
- final investigation report of police confirming the theft of the vehicle in case of theft claim is not submitted to *Us*.

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

## TA 13 Loss of Personal belongings

(GCV - IRDAN108RP0003V02200001/A0049V01201920)

(PCV - IRDAN108RP0004V02200001/A0064V01201920)

(MISCD - IRDAN108RP0005V01200001/A0034V01201920)

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

## What is Covered:



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*We* will pay for the loss or damage to any occupants including employee's personal belongings caused by perils mentioned under section 1 of the policy while they are in the vehicle at the time of loss or damage to the vehicle.

Personal belongings for the purpose of this section means items such as clothes and other articles of personal nature likely to be worn, used or carried and includes audio/video tapes, CDs but excludes money, securities, cheques, bank drafts, credit or debit cards, jewellery, lens, glasses, travel tickets, watches, valuables, manuscripts, paintings and items of similar nature. Any goods or samples carried in connections with any trade or business is not covered.

A police report must be filed for claims due to burglary, house-breaking or theft.

The maximum amount payable under this section is as specified in policy schedule during the *period of insurance* per occupant. Any claim under this section will be admissible only when there is a valid and admissible claim in respect of the vehicle arising out of the same accident.

Each claimant will bear first Rs. 250 of each and every claim under this section.

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

## TA 14 Key Replacement:

(GCV - IRDAN108RP0003V02200001/A0050V01201920)

(PCV - IRDAN108RP0004V02200001/A0065V01201920)

(MISCD - IRDAN108RP0005V01200001/A0035V01201920)

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

### What is Covered:

- Key Replacement – *We* will reimburse *You* for the cost of replacing *Your* vehicle keys which are lost or stolen.
- Break-in Protection – *We* will reimburse *You* for the cost of replacing *Your* locks and keys if *Your* vehicle is broken into.

The covered costs include the labor cost for replacing the lock.

### What is not Covered:

*We* will not pay for:

- Costs other than those listed in the "What is Covered" section;

### Coverage Conditions

For break-in protection claims, *You* must provide an official police report that confirms that the incident happened within the *period of insurance*.

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

## TA 15 Emergency Transport & Hotel Expenses:

(GCV - IRDAN108RP0003V02200001/A0051V01201920)

(PCV - IRDAN108RP0004V02200001/A0066V01201920)

(MISCD - IRDAN108RP0005V01200001/A0036V01201920)

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

### What is Covered:

*We* will pay towards the cost of overnight stay and taxi charges to each occupant including the employee for returning back to their respective place of residence or the nearest city they are traveling to if *Your* motor vehicle has met with an accident by any of the peril mentioned under section 1 of the policy and cannot be driven. *We* will pay maximum for any one accident per occupant and during the *period of insurance* as specified in the policy schedule. Documentary proof of expenditure must be submitted for any claim under this section.

Any claim under this section will be admissible only when there is a valid & admissible claim in respect of the vehicle arising out of the same accident.

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

## TA 16 Additional Personal Accident Cover to Owner-Driver

(GCV - IRDAN108RP0003V02200001/A0052V01201920)

(PCV - IRDAN108RP0004V02200001/A0067V01201920)

(MISCD - IRDAN108RP0005V01200001/A0037V01201920)

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

### What is covered:

# Auto Secure Commercial Vehicle Package Policy

UIN: IRDAN108RP0050V01201819, IRDAN108RP0077V01201819, IRDAN108RP0078V01201819



WITH YOU ALWAYS

**We** will pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by **You** in direct connection with the insured vehicle whilst mounting and dismounting from or driving or travelling in the insured vehicle or road rage 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%

- **We** shall pay under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence in addition to maximum limit of liability covered under Section IV of the policy and total liability of the insurer shall not in the aggregate exceed the amount stated in the schedule during any one **Period of insurance** in respect of Owner Driver.
- **We** will reimburse an amount up to a maximum of Rs 5000/- for repatriation of remains of owner driver.
- Such compensation shall be payable directly to **You** or **Your** legal representatives whose receipt shall be the full discharge in respect of the injury to **You**.
- Not more than persons/passengers specified in the registration certificate were in the vehicle at the time of occurrence of such injury.
- Subject to **You** being the registered owner of the vehicle insured and holding 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 in case **You** were driving the insured vehicle
- Written notice of claim must be given by **You** to **Us** within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event not later than 30 days after actual or potential loss begins.
- **You** or someone claiming on **Your** behalf shall provide **Us** with all documentation, medical records and information that **We** may request to establish the circumstances of the claim, its quantum or **Our** liability for the claim within 15 days of notice of claim to **Us**. Failure to furnish such 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 proof within such time. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.

#### Documentation:

- Duly Completed and signed Claim Form
- Attested copy of Death Certificate in case of death.
- Medical report from attending specialist doctor including Death Summary in case of hospitalization.
- Attested copy of disability certificate from the specialist treating doctor stating percentage of disability.
- Attested copy of FIR / Panchanama / Inquest Panchanama.
- Complete medical records/reports including investigation /Lab reports ( X-Ray ,MRI etc) in case of disability claim.
- Attested copy of Post Mortem Report (only if conducted).
- Any other document(s) as requested by Claims Department which is/are relevant to the coverage under the policy.
- If claim amount > 1 Lakh, KYC Documents such as Pan Card Copy, Address Proof, one Passport color photo of claimant.

#### Special Condition

- **We**, at **Our** own expense, shall have the right and opportunity of **Your** medical examination through **Our** appointed agents whose details will be notified to **You** when and as often as **We** may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to arrange for a post mortem examination report, if conducted, on **Your** body as permitted by law. **Your** or **Your** estate's compliance with the need for such examination is a condition precedent to establishing liability under the Policy.

#### What is not covered:

- **We** shall not pay any compensation in respect of death or injury directly or indirectly wholly or in part arising or resulting from 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.

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

**TA 17 Additional Personal Accident Cover to Employee of the Insured, Driver and Unnamed Passengers:**  
(GCV - IRDAN108RP0003V02200001/A0053V01201920)  
(PCV - IRDAN108RP0004V02200001/A0068V01201920)  
(MISCD - IRDAN108RP0005V01200001/A0038V01201920)

# Auto Secure Commercial Vehicle Package Policy

UIN: IRDAN108RP0050V01201819, IRDAN108RP0077V01201819, IRDAN108RP0078V01201819



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

## What is covered:

*We* will pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by employee of the insured/ driver/ unnamed passenger in direct connection with the insured vehicle whilst mounting and dismounting from or driving or travelling in the insured vehicle or road rage 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%

- *We* shall pay under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence in addition to maximum limit of liability covered under Section IV of the policy and total liability of the insurer shall not in the aggregate exceed the amount stated in the schedule during any one *Period of insurance* in respect of any such person.
- *We* will reimburse an amount of maximum of Rs 5000/- per person for repatriation of remains of unnamed passengers limited to the seating capacity of the vehicle.
- Such compensation shall be payable only with *Your* approval 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.
- Not more than persons/passengers specified in the registration certificate were in the vehicle at the time of occurrence of such injury.
- Subject to such person holding 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 in case such person was driving the insured vehicle.
- Written notice of claim must be given by *You* to *Us* within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event not later than 30 days after actual or potential loss begins.
- *You* or someone claiming on *Your* behalf shall provide *Us* with all documentation, medical records and information that *We* may request to establish the circumstances of the claim, its quantum or *Our* liability for the claim within 15 days of notice of claim to *Us*. Failure to furnish such 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 proof within such time. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.

## Documentation:

- Duly Completed and signed Claim Form
- Attested copy of Death Certificate in case of death.
- Medical report from attending specialist doctor including Death Summary in case of hospitalization.
- Attested copy of disability certificate from the specialist treating doctor stating percentage of disability.
- Attested copy of FIR / Panchanama / Inquest Panchanama.
- Complete medical records/reports including investigation /Lab reports ( X-Ray ,MRI etc) in case of disability claim.
- Attested copy of Post Mortem Report (only if conducted).
- Any other document(s) as requested by Claims Department which is/are relevant to the coverage under the policy.
- If claim amount > 1 Lakh, KYC Documents such as Pan Card Copy, Address Proof, one Passport color photo of claimant.

## Special Conditions:

- *We*, at *Our* own expense, shall have the right and opportunity of *Your* medical examination through *Our* appointed agents whose details will be notified to *You* when and as often as *We* may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to arrange for a post mortem examination report, if conducted, on *Your* body as permitted by law. *Your* or *Your* estate's compliance with the need for such examination is a condition precedent to establishing liability under the Policy.

## What is not covered:

- *We* shall not pay any compensation in respect of death or injury directly or indirectly wholly or in part arising or resulting from 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.
- *We* shall not pay any compensation in respect of death or injury to any person who is not legally permitted to travel in the vehicle as per provisions of relevant applicable laws.

# Auto Secure Commercial Vehicle Package Policy

UIN: IRDAN108RP0050V01201819, IRDAN108RP0077V01201819, IRDAN108RP0078V01201819



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Subject otherwise to the terms exceptions condition & limitations of the policy.

**TA 18 Additional Towing Charges**  
(GCV - IRDAN108RP0003V02200001/A0054V01201920)  
(PCV - IRDAN108RP0004V02200001/A0069V01201920)  
(MISC - IRDAN108RP0005V01200001/A0039V01201920)

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

This cover is applicable if it is shown on *Your* schedule. This add-on covers towing charges over and above the limit provided under the standard package policy and additionally selected under GR.47 of *IMT*.

**What is covered -**

*We* will pay *You* the cost of towing the Insured Vehicle to the nearest *Authorized Garage* in the event of insured vehicle being disabled by any reason of loss or damage covered under Section I of the policy in addition to the amount covered in section I of the policy subject to maximum amount as specified in the schedule and submission of proof of expenses incurred by *You*.

**What is not covered:**

- Towing charges incurred where Own Damage Claim is not admissible
- Consequential Losses
- Loss covered under Manufacturer's Warranty or recall campaign

Subject otherwise to the terms exceptions condition & limitations of the policy.

**TA 19 Tyre Secure**  
(PCV - IRDAN108RP0004V02200001/A0070V01201920)

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

**What is covered**

*We* will cover expenses for replacement of tyre, as may be necessitated arising out of accidental loss or damage to tyres and tubes including labour & service charges.

Whenever replacement of tyre will be allowed it will be of the same make and specification and if tyre of similar specification is not available and replaced tyre is superior to damaged tyre then *We* will not be liable for betterment charges. Replacement of 4 tyres only will be allowed during the *Period of Insurance*.

**What is not covered**

1. loss or damage arising out of natural wear and tear including unevenly worn tyres caused by defective steering geometry outside manufacturer's recommended limits or wheel balance, failure of suspension component, wheel bearing or shock absorber.
2. any loss or damage occurred prior to inception of the policy
3. any loss or damage resulting into total loss of the vehicle
4. routine maintenance including adjustment, alignment, balancing or rotation of wheels/tyres/tubes
5. loss or damage to wheel accessories, any other parts or rim.
6. theft of tyre(s)/tube(s) or its parts accessories without vehicle being stolen or theft of entire vehicle.
7. if the tyre(s)/tube(s) being claimed is different from tyre(s) insured/supplied as original equipment along with the vehicle unless informed to *Us* and mentioned/endorsed on the policy.
8. fraudulent act committed by insured or the workshop or any person entrusted possession of the vehicle by insured.
9. loss or damage arising out of improper storage or transportation
10. any consequential loss or damage such as but not limited to noises, vibrations and sensations that do not affect tyre function or performance.
11. loss or damage arising out of modifications not approved by tyre manufacturer.
12. loss or damage resulting from hard driving due to race, rally or illegal activities.
13. loss or damage due to neglect of periodic maintenance as specified by manufacturer.
14. loss or damage resulting from poor workmanship while repair.
15. loss or damage arising out of any manufacturing defect or design including manufacturer's recall.
16. minor damage or scratch not affecting the functioning
17. tyre which has been used for its full specified life as per manufacturer's guideline

**Important Conditions**

1. If *You* make a fraudulent claim which is declined as per para 10 of "What *We* will not cover", coverage under this section shall cease with immediate effect.
2. If during the *Period of insurance* any tyre is replaced for any reason for which claim is not preferred under the coverage, cover on new tyre would not be available unless details of new tyre are informed to *Us*.
3. In case of replacement of tyre for which a claim is preferred under the coverage replaced tyre can be included by way of endorsement by paying requisite premium.
4. *You* must take all reasonable steps to avoid loss or damage to tyre(s). *You* must not continue to drive the vehicle after any damage or incident if this could cause further damage to tyre(s).
5. Basis of loss settlement is on replacement only.

**TA 20 Rim Guard**  
(GCV - IRDAN108RP0003V02200001/A0056V01201920)  
(PCV - IRDAN108RP0004V02200001/A0071V01201920)  
(MISCD - IRDAN108RP0005V01200001/A0041V01201920)

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

#### What is covered:

**Rim** means the rim of the wheels on *Your* motor vehicle, excluding any other part of the wheel assembly, such as the wheel hub, brakes, bearings or axle.

*We* will pay for the loss or damage to the wheel rim(s) if the same is physically damaged or warped as a result of a blowout or as a result of it being driven over potholes or other road debris.

The benefits under this cover can be utilized only for a maximum of 4 wheel rim(s) during the policy period.

This cover will be provided only for vehicles fitted with tubeless tyres or *Run flat tyres*.

#### What is not covered:

- Any damage to rim/s of the Insured Vehicle fitted with tyres except tubeless tyres or *Run flat tyres*
- Any form of damage resulting from a collision or any accidental fire or theft damage to the vehicle
- Non damaged rims for the purpose of matching a set of rims
- Loss or damage covered under manufacturer warranty; recall campaign or forming part of maintenance/preventive maintenance.
- Any aggravation of loss or damage including corrosion due to delay in intimation to *Us* and/or retrieving the vehicle from water logged area.
- Ageing, depreciation, wear and tear. However, deductions on account of depreciation on the parts admissible under this cover will not be applicable if the depreciation reimbursement cover is also opted & shown in *Your* policy schedule.
- Wheel rim(s) with scratches, noise and vibrations that do not affect product function or performance and/or damages which are consequential in nature
- Any loss/ damage arising due to theft of rim(s) and/ or illegal activities and are fraudulent in nature and/ or resulting from hard driving due to race or rally.
- Any loss or damage to suspension or any other part or accessories of the vehicle arising as a result of damage to the rim(s) of the vehicle.
- Any loss or damage arising out of ageing, normal wear and tear, corrosion and/ or oxidation of the wheel rim(s) of the vehicle
- Expenses related to personal injury or property damage arising due to damage to rim/s of the Insured Vehicle

Subject otherwise to the terms exceptions condition & limitations of the policy.

**TA 21 Road Side Assistance**  
(GCV - IRDAN108RP0003V02200001/A0057V01201920)  
(PCV - IRDAN108RP0004V02200001/A0072V01201920)  
(MISCD - IRDAN108RP0005V01200001/A0042V01201920)

(This cover is applicable if it is shown on *Your* schedule)

These services will be offered to you during the policy period as mentioned on *Your* Policy Schedule or Certificate of Insurance.

#### Repair and Towing Assistance

##### Service for Flat Tyre

In the event insured Vehicle is immobilized due to a flat tyre, you will get the assistance of a vehicle technician to replace the flat tyre with the spare stepney tyre of the Vehicle at the location of breakdown. In case the spare tyre is not available in the insured Vehicle, the flat tyre will be taken to the nearest flat tyre repair shop for repairs & re-attached to the Vehicle. All incidental charges for transporting the tyre to the repair shop and its repair cost shall be borne by you.

##### Flat Battery – Jump Start Service

In the event insured Vehicle is immobilized, due to rundown battery, you will get the assistance of a Vehicle technician to jump start the Vehicle with appropriate means. If the run down battery has to be replaced with a new battery, the cost of such battery replacement and any costs to obtain the battery will be borne by you. All costs involved in charging of the run down battery will also be borne by you.

##### Repair on the spot

In the event insured Vehicle breaks down due to a minor mechanical / electrical fault making it immobile and immediate repair on the spot is deemed possible, you will get the assistance of a vehicle technician for repairing the breakdown at the location of

breakdown. Cost of Material & Spare Parts, if required, to repair the vehicle on the spot and any other incidental conveyance to obtain such material & spare parts will be borne by you.

### **Spare Key Retrieval / Service for Keys Locked Inside**

If the keys of the insured vehicle are locked inside the vehicle, lost, or misplaced, and in case you need and request to arrange for another set from *Your* place of residence or office by courier to the location of the vehicle, the same will be arranged after receiving the requisite authorizations from you with regards to the person designated to hand over the same. You may be requested to submit an identity proof at the time of delivery of the keys. Alternatively, at *Your* request, you will be assisted by a car technician to attempt to open the car with normally available tools at the location of the event. Identity proof for matching with car ownership information on record will be required prior to attempting this service.

### **Fuel Support (Emergency Fuel Delivery)**

In the event insured Vehicle runs out of fuel and hence is immobilized, you will get the assistance of emergency fuel (up to 5 ltrs on a chargeable basis) at the location of breakdown.

### **Arrangement of Alternate Vehicle**

In case of breakdown of the covered vehicle where repair requires immobilization longer than 72 hours, the *service provider* on receipt of service request from the insured shall arrange a suitable alternate vehicle for the insured. The service is on payable basis and the insured has to pay the applicable *service charges* directly to the *service provider*. The vehicle shall be of same class (or lower as may be available) depending on availability of such vehicles around place and time of breakdown.

### **Emergency Towing Assistance**

#### **In case of Break-down:**

In the event insured Vehicle suffers an immobilizing break down due to a mechanical or electrical fault which cannot be repaired on the spot, you will get the assistance in towing the vehicle to the nearest garage, using the best available towing mechanism, within a radius of 25 Kms. from the location of the breakdown. In case the towing distance exceeds the mentioned limit, you will be informed of the expected additional costs, which will need to be paid by you to the vendor at vendor's actual rates.

#### **In case of an Accident:**

In the event insured Vehicle suffers an immobilizing break down due to an accident, you will get the assistance in towing the vehicle to the nearest garage, using the appropriate towing mechanism within a radius of 25 Kms. from the location of the breakdown. In case the towing distance exceeds the mentioned limit, you will be informed of the expected additional costs, which will need to be paid by you at the vendor's actual rates.

#### **Towing in case of incorrect fuelling:**

In the event insured vehicle being immobilized due to incorrect fuelling you will get assistance in making the arrangement for the vehicle to be towed to the nearest garage using the appropriate towing mechanism within a radius of 100 Kms. from the location of the breakdown. In case the towing distance exceeds the mentioned limit, you will be informed of the expected additional costs, which will need to be paid by you at the vendor's actual rates.

#### **Load Transfer (For MCV/HCV only):**

In case the breakdown vehicle is loaded and requires unloading of the goods, the *service provider* on receipt of service request from the insured shall coordinate and provide contact details of nearby professionals in related field and earnestly try to ensure their first contact, in order to provide convenience to such Insured. The *service provider* shall not be held responsible for quality of services.

All monetary or other transactions shall be directly between the insured and the *service provider*. The service provider's role shall end as soon as contact details are provided to the Insured. In case such services are not available in that area, the *service provider* shall not be held responsible in any manner, whatsoever.

#### **Concierge Services:**

#### **SMS Relays/Emergency Message Service**

In the event of breakdown or accident to *Your* insured vehicle under *Our* policy *Your* urgent messages will be relayed to a person of *Your* choice.

#### **Continuation / Return Journey (Taxi Support)**

In the event the insured vehicle is immobilized due to a breakdown, outside the municipal/corporation limits of *Your* home city, and the vehicle cannot be repaired the same day, you will get the assistance for arrangement of alternate mode of transport (Taxi) to continue the journey or return to *Your* home town from the location of the breakdown. In the normal course "C" Class vehicles (as per widely used categorization of the automobile industry) will be arranged on a best effort basis. However, in case the same is not available owing to geographical or other constraints, you will be provided the next best class of vehicle available. Taxi fare for the journey will be borne by you and shall be paid directly to the vendor.

## Hotel Accommodation

In the event insured vehicle is immobilized due to a breakdown which has taken place and cannot be repaired the same day, you will get the assistance in organizing for Hotel accommodation near the location of the event. You will have to bear the cost of stay and you will be informed of the amount to be paid in advance directly to the Hotel.

## Pick up of repaired vehicle

In the event insured Vehicle suffers an immobilizing breakdown/accident which is outside the limits of *Your* home city, and the vehicle is towed to the nearest garage which determines that the vehicle cannot be repaired the same day, you will get the assistance to pick the vehicle from the location of incident and transport it to the desired location by providing driver facility service after the vehicle is fully repaired. The cost of driver shall be borne by you.

## Medical and Legal Co-Ordination:

In case of any medical or legal problem arising due to breakdown or accident, the *service provider* shall provide contact details of the nearby professionals in related field and earnestly try to ensure their first contact, in order to provide convenience to such insureds. The *service provider* shall not be held responsible for quality of services.

All monetary or other transactions shall be directly between the Insured and *service provider*. The service provider's role shall end as soon as they provide contact details to the Insured over Phone. In case such services are not available in that area, the *service provider* shall not be held responsible in any manner, whatsoever.

**Important Note:** You will not be required to pay for labour cost and round-trip conveyance costs of the *service provider* except cost of material/spare parts and conveyance/transportation cost to obtain them, if required, to repair the Vehicle and any other cost specifically mentioned in the above services.

Further, If *Your* insured vehicle is immobilized due to breakdown, and is eligible for services, but as a rare chance, you do not get the eligible assistance as mentioned above, you will be reimbursed the costs incurred for towing the insured Vehicle to the nearest garage not exceeding Rs.2000/- per event for towing or Rs.250/- per event for other services.

The reimbursement for such event described above will be made by the company on production of documents justifying actual costs borne.

## Geographical territory:

These services are available on National highways, state highways and motorable roads of cities within mainland India within a radius of distance provided below from a place of breakdown to nearest available vendor/repairer, except in the states of Mizoram, Nagaland, Tripura, Arunachal Pradesh, Sikkim.

- Light Commercial Vehicles (3W PCV/ 3W GCV/ 4W GCV upto 7.5 ton GVW – 25 kms
- Taxies (Upto 6 pax) / Maxi Cab (7 to 11 pax) - 50 kms
- Mid / Heavy commercial Vehicles GCV above 7.5 ton GVW / Bus - 75 kms

## LIMITATIONS:

1. The Services will be provided on a best effort basis, subject to regulations in force locally.
2. The services would not be provided under following conditions:  
Acts of God (including exceptional adverse weather conditions), earthquake, fire (not caused by the negligence of either party), war (declared or undeclared), invasion, rebellion, revolt, riot (other than among employees of either party), civil commotion, civil war, acts of terrorism, nuclear fission, strike, act(s) of omission/commission by any concerned, Government(s), or government agencies, judicial or quasi-judicial authorities.
3. loss of or damage to luggage or other personal effects that might occur during the services performance.
4. Vehicles should not be used for the purpose of racing, rallying, motor-sports, or in any instance where the Vehicle is not being used /driven in accordance with applicable laws and regulations.
5. Not covered events: Any service not-covered here, if provided shall be at *Your* own expense.
6. Load carried in the vehicle such as boats, motor vehicles, gliders, or animals (horses, cattle...), perishable goods, research and scientific equipment etc. shall not be transported.
7. You can avail of these services for maximum of 4 times during the course of the policy period.

## Grievance Lodgement Stage

The Company is committed to extend the best possible services 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 24X7 toll free helpline 1800 266 7780

Email us at [customersupport@tataaig.com](mailto:customersupport@tataaig.com)

**Write to us at :** Customer Support, Tata AIG General Insurance Company Limited

# Auto Secure Commercial Vehicle Package Policy

UIN: IRDAN108RP0050V01201819, IRDAN108RP0077V01201819, IRDAN108RP0078V01201819



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A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

## Nodal Officer

Please visit our website at [www.tataaig.com](http://www.tataaig.com) to know the contact details of the Nodal Officer for your servicing branch.

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.

## Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to [manager.customersupport@tataaig.com](mailto:manager.customersupport@tataaig.com). After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

## Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at [head.customerservices@tataaig.com](mailto:head.customerservices@tataaig.com). After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. 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 grievances, you may approach Insurance Ombudsman appointed by IRDA of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

## INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Address and Contact Details	Jurisdiction of Office Union Territory, District
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@cioins.co.in">bimalokpal.ahmedabad@cioins.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@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka
BHOPAL	Office of the Insurance Ombudsman, JanakVihar 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@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 – 2596461/ 2596455	Orissa



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	<p>Fax: 0674 - 2596429                  Email:                  bimalokpal.bhubaneswar@cioins.co.in</p>	
CHANDIGARH	<p>Office of the Insurance Ombudsman,                  S.C.O. No. 101,102 &amp; 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh - 160 017.                  Tel.: 0172 – 2706196/ 2706468                  Fax: 0172 - 2708274                  Email:                  bimalokpal.chandigarh@cioins.co.in</p>	<p>Punjab,                  Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh)                  Himachal Pradesh, Union Territories of Jammu &amp; Kashmir,                  Ladakh &amp; Chandigarh</p>
CHENNAI	<p>Office of the Insurance Ombudsman,                  Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai -600 018.                  Tel.: 044-24333668 / 24335284                  Fax: 044 - 24333664                  Email:                  bimalokpal.chennai@cioins.co.in</p>	<p>Tamil Nadu                  Puducherry Town and Karaikal (which are part of Puducherry)</p>
DELHI	<p>Office of the Insurance Ombudsman,                  2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.                  Tel.: 011-23239633/ 23237532                  Fax: 011 - 23230858                  Email:                  bimalokpal.delhi@cioins.co.in</p>	<p>Delhi &amp;                  Following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh</p>
GUWAHATI	<p>Office of the Insurance Ombudsman,                  Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).                  Tel.: 0361-2132204/2132205 Fax: 0361 - 2732937                  Email:                  bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura</p>
HYDERABAD	<p>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.: 040-65504123/ 23312122                  Fax: 040 - 23376599                  Email:                  bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanamand part of Territory of Pondicherry.</p>
JAIPUR	<p>Office of the Insurance Ombudsman,                  Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005.                  Tel.: 0141 - 2740363                  Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan</p>

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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: bimalokpal.ernakulam@cioins.co.in	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: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522-2231330/2231331 Fax: 0522 – 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan SevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-26106552/26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, BhagwanSahai Palace, 4th Floor, Main Road, Bagpat, Bareilly, Bijnor, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P - 201301. Tel.: 0120-2514250/ 2514252/2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts o Uttar Pradesh: Agra, Aligarh, 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
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman,	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

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	<p>Jeevan Darshan Bldg., 3rd Flr, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune-411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	
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**Grievance Redressal Procedure:**

As per Regulation 17 of IRDA of India (Protection of Policy holders Interests) Regulation. 2017.