



## **Long Term Two Wheeler Package Policy**

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

### **Now This Policy Witnesseth:**

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

### **Section I: Loss of or Damage to the Vehicle Insured**

1. The Company will indemnify the Insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon

I. by fire explosion self-ignition or lightning;

II. by burglary housebreaking or theft;

III. by riot and strike;

IV. by earthquake (Fire and Shock Damage);

V. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;

VI. by accidental external means;

VII. by malicious act;

VIII. by terrorist activity;

IX. whilst in transit by road rail inland -waterway lift elevator or air;

X. by landslide rockslide.

<b>Subject to a deduction for depreciation at the rates mentioned below in respect of the parts replaced</b>	
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 Depreciation
Not Exceeding 6 months	NIL
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 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;
- (b) damage to Tyres and Tubes unless the vehicle is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement.
- (c) loss of or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time; and
- (d) any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or 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 of redelivery to the insured but not exceeding in all Rs. 300/- in respect of any one accident.

4. The Insured may authorise the repair of the vehicle necessitated by damage for which the Company may be liable under this Policy provided that:

- (a) the estimated cost of such repair including replacements, if any, does not exceed Rs. 150/-

(b) the Company is furnished forthwith with a detailed estimate of the cost of repairs and  
(c) the Insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

### Sum Insured - Insured's Declared Value (IDV)

**The Insured's Declared Value (IDV)** of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this Policy which is fixed separately for each year of insurance during policy period as shown in the policy schedule.

The IDV of the vehicle (and side car accessories, if any, fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the insured vehicle at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below):

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

The Schedule of Depreciation for Fixing IDV of the Vehicle

Age of The Vehicle	% of Depreciation For Fixing IDV
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

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

IDV shall be treated as the 'Market Value' throughout each year of the policy period without any further depreciation for the purpose of Total Loss (TL)/ Constructive Total Loss (CTL) claims.

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

## **Section II: Liability to Third Parties**

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the insured vehicle against all sums which the Insured shall become legally liable to pay in respect of

(i) death of or bodily injury to any person including occupants carried in the insured vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured.

(ii) damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.

PROVIDED ALWAYS that the Company shall not be liable in respect of death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading there from.

2. The Company will pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the limitations of the indemnity granted by this section to the insured, the Company will indemnify any driver who is driving the vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
4. In the event of the death of any person entitled to indemnity under this Policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative(s) in terms of and subject to the limitations of this Policy provided that such personal representative(s) shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
5. The Company may at its own option.
  - (a) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and

(b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

### **Avoidance of Certain Terms and Right of Recovery**

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

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

### **Application of Limits of Indemnity**

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

### **Section III - Personal Accident Cover for Owner-driver**

Subject otherwise to the terms exceptions conditions and limitations of this policy, the Company undertakes to pay compensation as per the following scale for bodily injury/death sustained by the Owner-Driver of the vehicle, 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:

<b>Nature of injury</b>	<b>Scale of Compensation</b>
Death	100%
Loss of two limbs or sight of two eyes or one limb and sight of one eye.	100%
Loss of one limb or sight of one eye	50%
Permanent total disablement from injuries other than named above.	100%

Provided always that

(a) the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 15 lakh during any one period of insurance.

(b) no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self injury suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

(c) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

This cover is subject to

(a) the Owner-Driver is the registered owner of the vehicle insured herein;

(b) the Owner-Driver is the insured named in this policy;

(c) the Owner-Driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

### **General Exceptions (Applicable to all Sections of the Policy)**

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

1. Any accidental loss damage and/or liability caused sustained or incurred outside the Geographical Area.

2. Any claim arising out of any contractual liability.

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

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

(b) being driven by or is for the purpose of being driven by him/ her in the charge of any person

other than a Driver as stated in the Driver's Clause.

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

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

5. Any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

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

### **Deductible**

The Company shall not be liable for each and every claim under Section - I (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the Schedule.

### **Conditions**

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

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental or loss or damage and in the event of any claim and thereafter the Insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending Prosecution Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.
2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

3. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
  - (a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
  - (b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
4. The insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.
5. The Company may cancel the policy by sending fifteen days notice by recorded delivery to the insured at insured's last known address on the grounds of misrepresentation, fraud, non- disclosure of material facts or non-cooperation. In the event of cancellation of this policy on the grounds of misrepresentation, fraud, non- disclosure of material facts, the policy shall stand cancelled ab- initio and there will be no refund of premium. In the event the policy is cancelled on the grounds of noncooperation of the insured then the premium shall be computed and retained in accordance with company's short period rate for the period the Policy has been in force.

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 subject to submission of proof that vehicle is insured elsewhere at least for Liability Only cover and original certificate of insurance.

Return of the premium by the company will be subject to retention of the minimum premium of Rs. 200 for two/three year policy respectively (or Rs.50/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons).



In case of total / constructive loss of insured vehicle policy will be cancelled and only third party premium for the full unexpired years shall be refunded.

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

## **6. Double Insurance:**

When the insured vehicle is covered under another policy with identical cover, then the policy commencing later may be cancelled by the insured subject to the following.

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

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

In all such eventualities, the minimum premium of Rs. Rs. 200 for two/three year policy respectively (or Rs.50/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons) shall be retained.

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

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

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

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

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
9. In the event of the death of the sole insured, this Policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this Policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for transfer of this Policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:

- a) Death Certificate in respect of the insured
- b) Proof of title to the vehicle
- c) Original Policy.

#### **10. Change of Vehicle:**

Vehicle insured under the policy can be substituted by another two wheeler for the balance period of the policy subject to adjustment of premium, if any, on pro-rata basis from the date of substitution on submission of fresh proposal form. Where the vehicle so substituted is not a total loss, evidence in support of continuation of insurance on the substituted vehicle shall be submitted before such substitution.

## 11. Transfer of Insurance:

On transfer of ownership the Liability Only cover shall be deemed to be transferred in favour of the person to whom the motor vehicle is transferred with effect from the date of transfer. The transferee shall apply within fourteen days from the date of transfer in writing along with fresh proposal form duly filled up under recorded delivery to the insurer who has insured the vehicle, with the details of the registration of the vehicle, the date of transfer of the vehicle, the previous owner of the vehicle and the policy number for necessary changes in our record and issuance of fresh Certificate of Insurance.

Transfer of "Own Damage" section of the policy in favour of the transferee, shall be made on receipt of a specific request from the transferee within 14 days from the date of transfer along with duly filled up fresh proposal form, consent of the transferor, acceptable evidence of sale, original old certificate of insurance and required fees for effecting transfer in the record and issuance of fresh Certificate in the name of the transferee effective from the date of transfer. If for any reason, the old Certificate of Insurance is not surrendered, a proper declaration citing reason to that effect be submitted before a new Certificate of Insurance shall be issued. If request for transfer is made after 14 days from the date of transfer then transfer will be effective from the date request is received by us and payment of transfer fees is made. If the transferee is not entitled to the benefit of the No Claim Bonus (NCB) shown on the policy, or is entitled to a lesser percentage of NCB than that existing in the policy, recovery of the difference between the transferee's entitlement, if any, and that shown on policy shall be made before effecting the transfer.

## 12. No Claim Bonus:

Insured is entitled to No Claim Bonus (NCB) at the renewal of the policy. No Claim Bonus (NCB) shall be allowed if no own damage claim is made or pending during the preceding full years of insurance as per the following table subject to terms and conditions mentioned below.

<b>ALL TYPES OF VEHICLES</b>	<b>% OF DISCOUNT ON OWN DAMAGE PREMIUM</b>
No claim made or pending during the preceding full year of insurance	20%
No claim made or pending during the preceding 2 consecutive years of insurance	25%
No claim made or pending during the preceding 3 consecutive years of insurance	35%
No claim made or pending during the	

preceding 4 consecutive years of insurance	45%
No claim made or pending during the preceding 5 consecutive years of insurance	50%

1. Sunset Clause: In case insured is entitled to NCB of 55% in terms of the Tariff prevailing prior to 1st July 2002, the entitlement of such higher percentage of NCB will remain protected for all subsequent renewals till a claim arises under the policy, in which case the NCB will revert to "Nil" at the next renewal. Thereafter, NCB if any earned, will be in terms of the above table.
2. The percentage of applicable NCB will be computed on the Own Damage premium required for renewal of the insurance after deducting any rebate in respect of "Vehicle Laid Up" under the policy. If the policy period has been extended in lieu of the rebate for the layup of the vehicle, as per "Vehicle Laid Up" clause, such extended period shall be deemed to have been part of the preceding year of insurance.
3. The entitlement of NCB shall follow the fortune of the original insured and not the vehicle or the policy. In the event of transfer of interest in the policy from one insured to another, the entitlement of NCB for the transferee will be as per transferee's eligibility for Two Wheeler policy following the transfer of interest.
4. Where the insured is an individual, and on his/ her death the custody and use of the vehicle pass to his/her spouse and/or children and/or parents, the NCB entitlement of the original insured will pass on to such person/s to whom the custody and use of the vehicle passes.
5. The percentage of NCB earned on a vehicle owned by an institution during the period when it was allotted to and exclusively operated by an employee shall be passed on to the employee if the ownership of the vehicle is transferred in the name of the employee. This will however require submission of a suitable letter from the employer confirming that prior to transfer of ownership of the vehicle to the employee, it was allotted to and exclusively operated by the employee during the period in which the NCB was earned.
6. In the event of the insured, transferring his insurance from one insurer to another insurer, the transferee insurer shall allow the same rate of NCB which the insured would have received from the previous insurer subject to submission of evidence of the insured's NCB entitlement either in the form of a renewal notice or a letter confirming the NCB entitlement from the previous insurer.
7. Where the insured is unable to produce such evidence of NCB entitlement

from the previous insurer, the claimed NCB may be permitted after obtaining from the insured a declaration as per the following wording:

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

8. If an insured vehicle is sold and not replaced immediately, or laid up, NCB, if any, may be granted only on a subsequent insurance and not any subsisting insurance, provided such fresh insurance is effected within 3 (three) years from the date of sale of insured vehicle or laid up. The rate of NCB applicable to the fresh policy shall be that earned at the expiry of the last 12 months period of insurance.
9. On production of evidence of having earned NCB abroad, an insured shall be granted NCB on a new policy taken out in India as per entitlement earned abroad, provided the policy is taken out in India within three years of expiry of the overseas insurance policy, subject to relevant provisions of NCB mentioned herein. NCB slab will be allowed as per table above corresponding to the claim free years as certified by insurer abroad.
10. Except as provided in Rule 8 and 9, no NCB will be allowed when a policy is not renewed within 90 days of its expiry. However, in the case of Military or Para Military Personnel working Forward Areas, the period of 90 days may be extended upto 365 days depending on circumstances of each individual case when a declaration in writing by the policy holder that vehicle was not put to use during the interim period
11. Except as provided in Rules (8), (9) and (10) above, NCB shall be allowed only when the vehicle has been insured continuously for a period of 12 months without any break.

### **13. Concession for Laid-Up Vehicles**

In case vehicle is laid up in garage and not in use for a period of not less than two consecutive months insurer liability will remain restricted for loss or damage of the insured vehicle by Fire and/or Theft as applicable during the period of such lay-up. In consideration of this restriction of cover under the policy insured may opt for either: -

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

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

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

**OR**

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

In either case the insured will be required to pay Rs.50 towards administrative cost.

Return of premium or extension of policy period in lieu thereof, on account of lay-up of vehicles, will be available provided

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

### **Endorsements (attached to and forming part of Policy)**

#### **IMT1. Extension of Geographical Area**

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

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

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

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

#### **IMT. 3. TRANSFER OF INTEREST**

It is hereby understood and agreed that as from .../.../..... (refer policy schedule) the interest in the policy is transferred to and vested in ..... of ..... (refer policy schedule) carrying on or engaged in the business or profession of ..... (refer policy schedule) who shall be deemed to be the insured and whose proposal and declaration dated .. /.../.... (refer policy schedule) shall be deemed to be incorporated in and to be the basis of this contract.

Provided always that for the purpose of the No Claim Bonus ( except in case of employer-employee transfer as per general condition 12.5), no period during which the interest in this policy has been vested in any previous Insured shall accrue to the benefit of .....

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

**IMT.4. Change of Vehicle**

It is hereby understood and agreed that as from .../...../ ..... the vehicle bearing Registration Number ..... is deemed to be deleted from the Schedule of the Policy and the vehicle with details specified hereunder is deemed to be included therein-

Regd. No.	Engine/Chasis no.	Make	Type of Body	C.C.	Year of Manufacture	Seating Capacity including driver	IDV

In consequence of this change, an extra / refund premium of Rs..... is charged/ allowed to the insured.

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

**IMT5. HIRE PURCHASE AGREEMENT**

It is hereby understood and agreed that ..... [hereinafter referred to as the Owners (refer Policy Schedule)] 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 (refer Policy Schedule)] 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..... (refer Policy Schedule) as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors, of his rights benefits and claims under this Policy and further nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the 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" (refer Policy Schedule)] 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.

#### **IMT8. DISCOUNT FOR MEMBERSHIP OF RECOGNISED AUTOMOBILE ASSOCIATIONS.**

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

It is further understood and agreed that if the insured ceases to be a member of the above mentioned association during the currency of this Policy the insured shall immediately notify the insurer accordingly and refund to the insurer a proportionate amount of the discount allowed on this account for the unexpired period of the cover.

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

\* For full policy period, the full tariff discount to be inserted. For mid-term membership, prorata proportion of the tariff discount for the unexpired policy period is to be inserted.

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

#### **IMT.10. INSTALLATION OF ANTI-THEFT DEVICE**

In consideration of certification by .....\* that an Anti-Theft device approved by Automobile Research Association of India (ARAI), Pune has been installed in the vehicle insured herein a premium discount of Rs.....\*\* is hereby allowed to the insured.

It is hereby understood and agreed that the insured shall ensure at all times that this Anti-theft device installed in the vehicle insured is maintained in efficient condition till the expiry of this policy.

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

\* The name of the certifying Automobile Association is to be inserted.

\*\* Premium discount calculated as per tariff provision is to be inserted. For mid-term certification of installation of Anti Theft device pro-rata proportion of tariff discount for the unexpired period is to be inserted.

**IMT.12. DISCOUNT FOR SPECIALLY DESIGNED/MODIFIED VEHICLES FOR THE BLIND, HANDICAPPED AND MENTALLY CHALLENGED PERSONS.**

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the vehicle insured being specially designed /modified for use of blind, handicapped and mentally challenged persons and suitable endorsement to this effect having been incorporated in the Registration Book by the Registering Authority, a discount of 50% on the Own Damage premium for the vehicle insured is hereby allowed to the insured.

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

**IMT13 .USE OF VEHICLE WITHIN INSURED’S OWN PREMISES**

**(Applicable to all classes except as otherwise provided in the tariff)**

It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while the vehicle is being used elsewhere than in the insured's premises except where the vehicle is specifically required for a mission to fight a fire.

For the purposes of this endorsement 'Use confined to own premises' shall mean use only on insured’s premises to which public have no general right of access.

**IMT15. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER OR CLEANER**

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

<b>Details of Injury Compensation</b>	<b>Scale of</b>
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii) Loss of one limb or sight of one eye	50%

iv) Permanent Total Disablement from injuries other than named above	100%
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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... \*(refer Policy Schedule) during anyone period of insurance in respect of any such person.
- (2) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3) such compensation shall be payable only with the approval of the insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

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

#### **IMT16. PERSONAL ACCIDENT TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER AND CLEANER**

In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injuries hereinafter defined sustained by any passenger other than the insured and/or the paid driver attendant or cleaner and/or a person in the employ of the insured coming within the scope of the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in the insured motor car and caused by violent, accidental, external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in;

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

Provided always that:-

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

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

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

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

#### **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 travelling in the insured vehicle and caused by violent, accidental, external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in ;

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

Provided always that:

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

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

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

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

In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer undertakes to pay compensation to any unnamed hirer/driver/any unnamed pillion/sidecar passenger\* on the scale provided below for the bodily injury caused by violent, accidental, external and visible means whilst mounting into/onto and/or dismounting from or travelling in/on the vehicle insured which independently of any other cause shall within three calendar months of the occurrence of such injury result in:

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

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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 anyone occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs .....\*\* (refer Policy Schedule) during any one period of insurance in respect of any such person.
- (2) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3) such compensation shall be payable only with the approval of the insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.
- (4) not more than..... persons/passengers are in the vehicle insured at the time of occurrence of such injury. Subject otherwise to the terms exceptions conditions and limitations of this Policy.

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

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

#### **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 3 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. 50/- for Two Wheelers is hereby made to the insured.

Subject otherwise to the terms conditions limitations and exceptions of the 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 I of the Policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs.....\* (refer Policy Schedule) (or any less expenditure which may incurred) or 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. 3 for Private Cars/Two wheeler 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 indemnify is provided under this Policy.

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

- (i) to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.
- (ii) in respect of a vehicle rated under the Tariff for Private Car and in respect of a motorised two wheeler not carrying passengers for hire or reward, if any deductible in addition to the compulsory deductible provided in this endorsement is voluntarily borne by the insured, the sum representing the aggregate of the compulsory and the voluntary deductibles is to be inserted.

#### **IMT 22A VOLUNTARY DEDUCTIBLE**

It is by declared and agreed that the insured having opted a voluntary deductible of Rs. (refer schedule) a reduction in premium of Rs. under Section 1 of the policy is hereby allowed.

In consideration of the above, it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs.....(refer policy schedule) or (any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no. 3 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.

#### **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.....(refer Policy Schedule) 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 to be deleted.

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

## **IMT27. LIABILITY AND FIRE AND/OR THEFT**

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

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

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

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

## **IMT28. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERAION 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) 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.

### **IMT29. LEGAL LIABILITY TO EMPLOYEES OF THE INSURED OTHER THAN PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER WHO MAY BE TRAVELLING OR DRIVING IN THE EMPLOYER'S CAR.**

{Private Car's only/ motorised two wheelers (not for hire or reward)}

In consideration of the payment of an additional premium @ Rs. 50/- per employee insured notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against the insured's liability at Common Law and Statutory Liability under the Fatal Accidents Act, 1855 for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than paid drivers) of the within named insured being carried in or upon or entering in or getting on to or alighting from or driving the vehicle insured.

Provided that in the event of an accident whilst the vehicle insured is carrying more than \_\_\_\_\* employees of the insured (including the driver) the insured shall repay to the insurer a rateable proportion of the total amount payable by the insurer by the reason of this endorsement in respect of accident in connection with such vehicle insured.

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

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

### **IMT33. Loss of Accessories**

In consideration of the payment of an additional premium of Rs.....(refer Policy Schedule) it is hereby understood and agreed that as from...../...../..... notwithstanding anything to the contrary contained in Section I but subject otherwise to the terms exceptions conditions and limitations of this Policy the insurer will indemnify the insured in respect of loss of or damage to accessories the property of the insured, specifically declared by the insured caused by burglary, housebreaking or theft.

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

## Long Term Two Wheeler Package Policy – Addon Covers

### 1) Depreciation Allowance (UIN IRDAN108RP0007V01201516/A0073V01201819)

This cover is applicable if it shown on your schedule.

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 each year of the period of insurance.

Deductible: First Rs.... for each and every claim.

### 2) Return to Invoice (UIN IRDAN108RP0007V01201516/A0074V01201819))

This cover is applicable if it 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 two wheeler as confirmed in the invoice of sale OR current replacement price of new two wheeler in case exactly same make/model is available, whichever is less, in the event of Your two wheeler being a Total Loss/ Constructive total loss (CTL) following an accident or stolen during the period of insurance and not recovered. We will also reimburse the first time registration charges and road tax which you had incurred on the insured two wheeler.

Special conditions applicable to this benefit:

- You are the first registered owner of the two wheeler
- 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 (Own Damage) of the policy.
- final investigation report in case of theft claim is not submitted to us.
- covered two wheeler is imported.

### 3) Road Side Assistance (UIN IRDAN108RP0007V01201516/A0075V01201819))

This cover is applicable if it shown on your schedule

## 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 & reattached 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.

### **Locked /Lost keys**

If the keys of the insured vehicle are broken, lost or misplaced, and in case you need and request to arrange for another set from your place of residence the same will be arranged after receiving the requisite authorizations from you with regards to the person designated to hand over the same to you provided the distance between the two locations are less than 50 kms. You may be requested to submit an identity proof at the time of delivery of the keys. However if the distance between the two locations ( residence & place where the keys are required) are more than 50 kms the keys will be sent by courier. Alternatively In case the keys are lost the vehicle shall be towed to a nearest safe place.

### **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.

### **Emergency Towing Assistance**

#### **In case of Breakdown:**

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 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 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 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.

**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.

**Breakdown support over phone:**

In the event insured vehicle is immobilized due to a breakdown you will be assisted over phone and try to resolve the problem then & there.

**Facilitate finding closet dealer:**

In case of specific request received from the insured about providing the contact details of the nearest dealer the same will be provided to the insured.

**Customer conference calling:**

For seamless & speedy services a conference call (wherever required) between the insured , the assistance provider and itself will be arranged . you will be kept updated on the progress of intervention.

**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 and we will pay the amount if opted and shown in the policy schedule.

**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 and we will pay the amount if opted and shown in the policy schedule.

**Ambulance Arrangement:**

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 assistance and arrangement for an ambulance, if required. You will have to bear the cost related to this service and will be paid directly to vendor.

**Medical Referral:**

In case of specific request received from the insured about providing the contact details of the name, address, telephone number of physician, hospitals ,clinic, dentist and dental clinics the same shall be provided . However, the quality of medical services of the referred service providers can not be guaranteed.

**Important Note:** You will not be required to pay for labour cost and roundtrip 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.

We will make our best effort to provide you various services within 3 hours of reporting. However, 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 2000/per event for towing or 250/per event for other services. To qualify for reimbursement, you must have called the toll free number and obtained an authorization, prior to availing external service and must provide necessary documents justifying the event and the actual costs borne.

**Geographical territory:**

**These services are available on National highways, state highways and motorable roads within mainland India.**

**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:
- 3) 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.
- 4) loss of or damage to luggage or other personal effects that might occur during the services performance.

- 5) 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.
- 6) Not covered events: Any service not covered here, if provided shall be at your own expense..
- 7) Load carried in the vehicle such as boats, motor vehicles, gliders, or animals (horses, cattle...), merchandise, perishable goods, research and scientific equipment, building equipment, furniture, etc. shall not be transported.
- 8) You can avail of these services for maximum of 4 times during the course of the policy period.

### **Procedure of receiving services:**

When requesting Services, you will comply with the following terms and conditions:

Call, without delay, the toll free number / Telephone Number provided here Comply with the solutions recommended Take all reasonable measures to limit and prevent possible consequences of the Breakdown Provide the your / user beneficiary Information.

In order to entitle the relevant Users to the Services, the insured Vehicle must be immobilised within the Covered geographical territory. A vehicle is considered as immobilised as long as it cannot be driven as a result of a breakdown or an accident. However, the state of being out of use for maintenance or repair purposes is not considered as immobilisation.

### **SECTION VI - Customer Grievance Redressal Procedure**

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 call **our** 24X7 Toll free number 1800-266-7780/022-66939500 (toll) or **you** may email to the customer service desk at [customersupport@tataaiq.com](mailto:customersupport@tataaiq.com).

#### **Nodal Officer**

Please visit **our** website at [www.tataaiq.com](http://www.tataaiq.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 at this email id.

### 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 final response within a period of 7 days from the date of receipt of **your** complaint on this email id.

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 IRDAI under the Insurance Ombudsman Scheme.

Office of the Ombudsman	Address & 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: bimalokpal.ahmedabad@cioins.co.in	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: bimalokpal.bengaluru@cioins.co.in	Karnataka



BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet,  CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry)
DELHI	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	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh

GUWAHATI	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	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: 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	<p>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</p>	<p>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</p>
MUMBAI	<p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane</p>
NOIDA	<p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur</p>
PATNA	<p>Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand</p>

PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region
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This **Policy** is subject to IRDAI (Protection of **Policyholder's** Interests) Regulation, 2017.

**Disclaimer:** Prohibition of Rebates – Section 41 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015

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

**2. Any person making default in complying with the provisions of this section shall be punished with a fine which may extend to ten lakhs rupees.**

**“Insurance is the subject matter of the solicitation”.**

**“Commencement of risk cover under the Policy is subject to receipt of payable premium by Tata AIG General Insurance Company Limited”.**

TATA AIG General Insurance Company Limited,  
Regd. Office : Peninsula Business Park, Tower A, 15th Floor, G.K. Marg, Lower Parel, Mumbai -  
400 013.

IRDA of India Regn. No.108, CIN No.: U85110MH2000PLC128425, UIN No.:  
IRDAN108P0007V01201516

Website : [www.tataaig.com](http://www.tataaig.com) 24X7 Tollfree Helpline 1800-266-7780  
Fax: 022 6693 8170 E-mail: [customersupport@tataaig.com](mailto:customersupport@tataaig.com)  
UIN IRDAN108RP0007V01201516