

# COMMERCIAL VEHICLE INSURANCE POLICY- PACKAGE (GOODS CARRYING) POLICY WORDING

## 1. DEFINITIONS

1. **Accident** means sudden, unforeseen, and involuntary event caused by external, visible, and violent means.
2. **Act** means the Insurance Act, 1938 (4 of 1938).
3. **Authority** means the Insurance Regulatory and Development Authority of India established under the provisions of section 3 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999).
4. **Competent Authority** means
  - a. Chairperson, or
  - b. such whole-time member or such committee of the whole-time members or such officer(s) of the Authority, as may be determined by the Chairperson.
5. **Complaint** Grievance means written expression (includes communication in the form of electronic mail or voice based electronic scripts) of dissatisfaction by a complainant with respect to solicitation or sale or purchase of an insurance policy or related services by insurer and /or by distribution channel.
6. **Complainant** means a policyholder or prospect or nominee or assignee or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer and /or distribution channel.
7. **Cover** means an insurance contract whether in the form of a policy document or a Certificate of Insurance or any other form as may be specified to evidence the existence of an insurance contract.
8. **Distribution Channels** include insurance agents, intermediaries or insurance intermediaries, and any persons or entities authorised by the Authority to involve in sale and service of insurance policies.
9. **Proposal form** means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.
10. **Policy Period** means the period commencing with the Commencement Date of the Policy and terminating with the expiry of the Policy as stated in the Policy Schedule/Schedule.
11. **Policy Schedule/Schedule** means the Schedule attached and forming part of this Policy specifying the details of the Insured Vehicle, the Sum Insured, the Policy Period and the Sub-limits to which benefits under the Policy are subject to, including any annexures and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time
12. **Prospect** means any person who is a potential customer and likely to enter into an insurance contract either directly with the insurer or through the distribution channel involved.
13. **Prospectus** means a document either in physical or electronic format issued by the insurer to sell or promote the insurance product.
14. **Solicitation** means the act of approaching a prospect or a customer by an insurer or by a distribution channel with a view to persuading the prospect or a policyholder to purchase or to renew an insurance policy.
15. **Unfair trade practice** shall have the meaning ascribed to such term in the Consumer Protection Act, 2019, as amended from time to time.
16. **Salvage** The value of a vehicle that has met with an accident and has been damaged to such an extent that it no longer makes economic sense to repair.

## 2. COVERAGE

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 SBI GENERAL INSURANCE COMPANY LIMITED (hereinafter called "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;

#### a) SECTION I – LOSS OF OR DAMAGE TO THE VEHICLE INSURED

1. The Company will indemnify the Insured against loss or damage to the vehicle insured hereunder and / or its accessories whilst thereon
  - i. by fire explosion self ignition or lightning ;
  - ii. by burglary housebreaking or theft ;
  - iii. by riot and strike;
  - iv. by earthquake (fire and shock damage);
  - v. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
  - vi. by accidental external means;
  - vii. by malicious act;
  - viii. by terrorist activity;
  - ix. whilst in transit by road rail inland-waterway lift elevator or air;
  - x. by landslide rockslide.

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:

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

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

2. The Company shall not be liable to make any payment in respect of
  - (a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages nor for damage caused by overloading or strain of the insured vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless such insured vehicle is stolen at the same time.
  - (b) damage to Tyres and Tubes unless the vehicle is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement.

and

- (c) any accidental loss or damage suffered whilst the Insured or any person driving the vehicle with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.
- 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 damage for which the Company may be liable under this Policy provided that:
  - (a) the estimated cost of such repair including replacements, if any, does not exceed Rs.500/-;
  - (b) the Company is furnished forthwith with a detailed estimate of the cost of repairs; and
  - (c) the Insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

#### **b) SECTION II – LIABILITY TO THIRD PARTIES**

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

Provided always that:

- (a) The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from.
- (b) Except so far as is necessary to meet the requirements of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.
- (c) Except so far as is necessary to meet the requirements of the Motor Vehicles Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.
- (d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the Insured or a member of the Insured's household or being conveyed by the insured vehicle.
- (e) The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.
- (f) Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who

is/are not employee(s) of the Insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.

- 2. The Company will pay all costs and expenses incurred with its written consent.
- 3. In terms of and subject to the limitations of the indemnity granted by this Section to the Insured, the Company will indemnify any driver who is driving the 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. 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.

- 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 in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

#### **c) 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.

#### **d) 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). 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 Company 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.

### 3. SUM INSURED – INSURED'S DECLARED VALUE (IDV)

The Insured's Declared Value (IDV) of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this Policy which is fixed at the commencement of each Policy period for the insured vehicle.

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

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

#### THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

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

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

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

The insured vehicle shall be treated as 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.

### 4. AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act, 1988.

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

### 5. GENERAL EXCEPTIONS

(Applicable to all Sections of the Policy)

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

1. Any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
2. Any claim arising out of any contractual liability;
3. any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
  - (a) being used otherwise than in accordance with the 'Limitations as to Use' or
  - (b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
4. (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 damage and/or liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

### 6. 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.

### 7. CONDITIONS

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

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or criminal act which may be the subject of a claim under this Policy

- the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.
2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
  3. At any time after the happening of any event giving rise to a claim under Section II of this Policy the Company may pay to the Insured the full amount of the Company's liability under the Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
  4. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
    - (a) For total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
    - (b) For partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
  5. The Insured shall take all reasonable steps to safeguard the vehicle 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.
  6. Cancellation
    - The insured can cancel the policy at any time during the term, by informing the company. The company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.
    - Under no circumstances can the company cancel statutory Motor Third Party Liability insurance, or any other compulsory insurance mandated by law except in case of double insurance or total loss subject to ensuring vehicle was not kept uninsured as per Motor Vehicle act provisions.
    - The Company shall -
      - a) refund proportion premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
      - Where the ownership of the insured vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.
  7. 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. 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.
  10. In the event of the death of the sole Insured, this Policy will not immediately lapse but will remain valid for a period of three months from the date of the death of Insured or until the expiry of this Policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.
 

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

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

#### **RULES APPLICABLE TO TANKERS CARRYING HAZARDOUS CHEMICALS**

**Rule 129** – A - Spark arrester six month from the date of commencement of Central Motor Vehicles (Amendment) Rules 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life, shall be fitted with a spark arrester.

**Rule 131** - Responsibility of the consignor for safe transport of dangerous or hazardous goods.

- (1) It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely :-
  - (a) the goods carriage has a valid registration to carry the said goods;
  - (b) the vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;
  - (c) that transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and
  - (d) that the driver of the goods carriage is trained in handling the dangers posed during transport of such goods.
- (2) Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable owner and its driver to
  - (a) Comply with the requirements of rules 129 to 137 (both inclusive) of these rules and
  - (b) be aware of the risks created by such goods to health or safety or any person;
- (3) It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive) of these rules.

**Rule 132** - Responsibility of the Transporter or owner of goods carriage.

- (1) It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods to ensure the following, namely:-
- (a) that the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods  
and
  - (b) the vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.
- (2) Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.
- (3) The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- (4) The owner of the goods carriage dangerous or hazardous goods and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.
- (5) It shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.
- (6) Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods carriage or the transporter abide by these conditions within six month after the date of coming into force of the Central Motor Vehicles (Amendment) Rules, 1993.

#### **Rule 133 - Responsibility of the driver**

- (1) The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule(3) of rule 132 is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.
- (2) Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him

while the goods carriage is in motion and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years.

#### **Sub-rule(1) of rule 9 of the principal rules :**

- (1) One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993 any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving license to drive a transport vehicle also have the ability to read and write at least one Indian Language out of those specified in the VII schedule of the Constitution and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods.

Period of training	3 days
Place of training	At any institute recognized by the State Government

#### **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	<ul style="list-style-type: none"> <li>-check list</li> <li>-outside/below/near vehicle</li> <li>-product side</li> <li>-inside vehicle</li> </ul>
During driving	<ul style="list-style-type: none"> <li>-correct speed/gear</li> <li>-signaling</li> <li>-lane control</li> <li>-overtaking/giving side</li> <li>-speed limit/safe distance</li> <li>-driving on slopes</li> </ul>
Before Stopping	<ul style="list-style-type: none"> <li>-safe stopping place,</li> <li>-signaling, road width,</li> <li>-condition.</li> </ul>
After stopping	<ul style="list-style-type: none"> <li>-preventing vehicle movement</li> <li>-wheel locks</li> <li>-Vehicle attendance Night driving</li> </ul>
ii) Field test/training	<ul style="list-style-type: none"> <li>-1 driver at a time</li> </ul>

#### **C) Product safety**

UN panel	<ul style="list-style-type: none"> <li>-UN classification Duration of training</li> <li>-Hazchem code for C)-3rd day</li> <li>-Toxicity, Flammability, other definitions.</li> </ul>
Product Information	<ul style="list-style-type: none"> <li>-TREMCARDS</li> <li>-CISMSDS</li> <li>-importance of temperature pressure, level.</li> <li>-Explosive limits</li> <li>-Knowledge about equipment</li> </ul>
Emergency procedure	<ul style="list-style-type: none"> <li>-Communication</li> <li>-Spillage handling</li> <li>-Use of FEE</li> <li>-Fire fighting</li> <li>-First aid</li> <li>-Toxic release control</li> <li>-protection of wells, rivers,lakes, etc.</li> <li>-Use of protective equipment</li> <li>-knowledge about valves etc.</li> </ul>

## 8. 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.

\*Insert Nepal, Sri Lanka, Maldives, Bhutan, Pakistan, Bangladesh as the case may be

### IMT.3. TRANSFER OF INTEREST

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

Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this Policy has been vested in any previous insured shall accrue to the benefit

of .....

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

### IMT.4. CHANGE OF VEHICLE

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

Regd. No.	Engine/ Chassis No.	Make	Type of Body	C.C.	Year of Manufacture	Seating Capacity including Driver	IDV Rs

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

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

### IMT.5. HIRE PURCHASE AGREEMENT

It is hereby understood and agreed that ....(hereinafter referred to as the Owners) are the Owners of the vehicle insured and that the vehicle insured is subject of an Hire Purchase Agreement made between the Owners on the one part and the Insured on the other part and it is further understood and agreed that the Owners are interested in any monies which but for this Endorsement would be payable to the Insured under this Policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

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

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

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

### IMT.6. LEASE AGREEMENT

It is hereby understood and agreed that ..... (hereinafter referred to as the Lessors) are the Owners of the vehicle Insured and that the vehicle insured is the subject of a Lease Agreement made between the 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 Company 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 Company in any capacity whatsoever for any alleged breach of its obligations hereunder.

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

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

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

### IMT.7. VEHICLES SUBJECT TO HYPOTHECATION AGREEMENT

It is hereby declared and agreed that the vehicle insured is pledged to / hypothecated with .....(hereinafter referred to as the "Pledgee") and it is further understood and agreed that the "Pledgee" is interested in any monies which but for this Endorsement would be payable to the Insured under this Policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the vehicle insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

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

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

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

### IMT.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 is to be inserted. For mid-term certification of installation of Anti Theft device pro-rata proportion of discount for the unexpired period is to be inserted.

#### **IMT.11.A. VEHICLES LAID UP**

##### **(Lay up period declared)**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that from .... / .... to .... / .... the vehicle insured is laid up in garage and not in use and during this period all liability of the Company under this Policy in respect of the vehicle insured is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS, in consideration whereof

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

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

NB.1. # To delete (a) or (b) as per option exercised by the Insured.

NB.2. \* The proportionate full Policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay up periods is to be inserted.

NB.3 \*\* The proportionate premium required for Fire and / or Theft cover for the vehicle for the laid – up period is to be inserted.

NB.4. In case of Liability Only Policies the words in CAPITALS should be deleted.

NB.5. In case of policies covering Liability Only and

- (a) Fire risks, the words "BURGLARY HOUSEBREAKING OR THEFT" are to be deleted;
- (b) Theft risks, the words' "FIRE EXPLOSION SELF IGNITION OR LIGHTNING " are to be deleted.
- (c) Fire and Theft risks no part of the words in capitals are to be deleted.

#### **IMT.11.B. VEHICLES LAID UP**

##### **(Lay up period declared)**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that as from .... / .... / .... the vehicle no. .... insured hereunder is laid up in garage and not in use and liability of the Company under this Policy in respect of the said vehicle is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS.

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

NB.1. In case of Liability Only Policies the words in CAPITALS should be deleted.

NB.2. In case of policies covering Liability Only and

- (a) Fire risks, the words " BURGLARY HOUSEBREAKING OR

THEFT" are to be deleted;

- (b) Theft risks, the words' "FIRE EXPLOSION SELF IGNITION OR LIGHTNING" are to be deleted.
- (c) Fire and Theft risks no part of the words in capitals are to be deleted.

#### **IMT.11.C. TERMINATION OF THE UNDECLARED PERIOD OF VEHICLE LAID UP**

It is hereby understood and agreed that the insurance by this Policy in respect of vehicle no. .... insured hereunder is reinstated in full from ...../...../..... and the Endorsement IMT 11(B) attaching to this Policy shall be deemed to be cancelled. It is further agreed that in consideration of the period during which the vehicle no. .... has been out of use

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

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

NB.1. # To delete (a) or (b) as per option exercised by the insured.

NB.2. \* The proportionate full Policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay up periods is to be inserted.

NB.3 \*\* The proportionate premium required for Fire and / or Theft cover for the vehicle for the laid – up period is to be inserted.

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

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

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

#### **IMT.13. USE OF VEHICLE WITHIN INSURED'S OWN PREMISES**

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

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

#### **IMT.14. USE OF VEHICLE CONFINED TO SITES (Applicable to Goods Carrying Vehicles)**

It is hereby understood and agreed that the Company shall not be liable in respect of the vehicle insured while it is being used elsewhere than on site to which the public have no general right of access and the vehicle is not required to be registered under the Motor Vehicles Act, 1988.

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

In consideration of the payment of an additional premium, it is hereby understood and agreed that the Company 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 :-

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

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

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

#### **IMT.19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY**

Notwithstanding anything to the contrary contained in this Policy it is hereby understood and agreed that in the event of loss or damage to the vehicle insured and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle insured is held for repair or in the event of the Company exercising the option under .....\*, to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to :-

- (a) (i) the price quoted in the latest catalogue or the price list issued by the Manufacturer or his Agent for the country in which the vehicle insured is held for repair less depreciation applicable;  
OR  
(ii) if no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy; and
- (b) the reasonable cost of fitting such parts.

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

\* Insert 'Condition 3' in the case of the Private Car and Motorsied Two Wheeler Policies and 'Condition 4' in the case of Commercial Vehicles Policy.

#### **IMT.20. REDUCTION IN THE LIMIT OF LIABILITY FOR PROPERTY DAMAGE**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the Policy the Company liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to the Insured or held in trust or in

custody or control of the Insured

In consideration of this reduction in the limit of liability a reduction in premium of Rs.....\* is hereby made to the Insured .

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

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

#### **IMT.21. SPECIAL EXCLUSIONS AND COMPULSORY DEDUCTIBLE**

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 Company 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 Company in the exercise of its discretion under Condition No.4 of this Policy.

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

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

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

\*to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.

#### **IMT.23. COVER FOR LAMPS TYRES / TUBES MUDGUARDS BONNET / SIDE PARTS BUMPERS HEADLIGHTS AND PAINTWORK OF DAMAGED PORTION ONLY**

(For all Commercial Vehicles)

In consideration of payment of an additional premium of Rs.....\*, notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that subject to conditions (a) (b) and (c) hereunder loss of or damage (excluding theft under any circumstances) to lamps tyres/tubes mudguards bonnet/side parts bumpers headlights and paintwork of damaged portion only is covered provided the vehicle is also damaged at the same time.

Subject to:

- (a) Depreciation as per schedule provided in Section 1 of the Policy. It is further understood and agreed that in respect of paint work for the damaged portion only (as referred to above) shall also be as per schedule provided in Section 1 of the Policy.
- (b) In addition to any amount which the Insured may be required to bear under para (a) above, the Insured shall also bear 50% of the assessed loss in respect of each and every claim under this Endorsement.
- (c) It is also understood that no deductible other than those mentioned in (a) and (b) above shall be applicable in respect of a claim which become payable under this Endorsement.

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

\* To insert the sum arrived at as per the provisions of G.R.40. NB.3. of the Tariff

#### **IMT.24. ELECTRICAL / ELECTRONIC FITTINGS**

(Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle – Package Policy only)

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

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

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

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

#### **IMT.25. CNG / LPG KIT IN BI-FUEL SYSTEM**

(Own Damage cover for the kit)

In consideration of the payment of premium of Rs.....\* notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Company will indemnify the Insured in terms conditions limitations and exceptions of Section 1 of the Policy against loss and/or damage to the CNG/LPG kit fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the Policy.

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

\* To insert sum arrived at in terms of G.R.42.

#### **IMT.26. FIRE AND/OR THEFT RISKS ONLY**

Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that Section II of the Policy is deemed to be cancelled and under Section I thereof the Company shall only be liable to indemnify the Insured against loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils whilst the vehicle is laid up in garage and not in use.

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

NB. (i) In case of Fire Risk only, the words "burglary housebreaking theft" is to be deleted.

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

#### **IMT.27. LIABILITY AND FIRE AND / OR THEFT**

Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that Section I of the Policy the Company shall not be liable 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" is to be deleted.

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

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

#### **OPERATION OF INSURED VEHICLE**

In consideration of an additional premium of Rs. 25/- notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Company 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 Company to inspect such records on demand.
- (4) in the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.

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

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

#### **IMT.34. 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 Company will indemnify the Insured against his legal liability under Common Law and Statutory Liability under the Fatal Accidents Act, 1855 in respect of death of or bodily injury to any person not being an employee of the Insured nor carried for hire or reward, whilst being carried in or upon or entering or mounting or alighting from any motor vehicle described in the Schedule to this Policy.
- (ii) This Policy shall be operative whilst any vehicle described in the Schedule hereto is being used by the Insured or by any other person with the permission of the Insured for social, domestic, or pleasure purposes.

Whilst any such vehicle is being so used the Company will in terms and subject to the limitations of and for the purposes of Section II of this Policy treat as though he were the Insured person using such vehicle provided that such person -

- 1) is not entitled to indemnity under any other Policy.
- 2) shall as though he were the insured observe, fulfill and be subject to the terms, provisions, conditions and endorsements of this Policy in so far as they apply.
- 3) has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.

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

NOTE: -In case of Liability only Policies delete (1) above

#### **IMT.36. INDEMNITY TO HIRER - PACKAGE POLICY - NEGLIGENCE OF THE INSURED OR HIRER:**

It is hereby declared and agreed that the Company will indemnify any hirer of the vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the vehicle insured by reason of the negligence of the within named Insured or of any employee of such Insured while the vehicle insured is let on hire.

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

**IMT.37. LEGAL LIABILITY TO NON-FARE PAYING PASSENGERS OTHER THAN STATUTORY LIABILITY EXCEPT THE FATAL ACCIDENTS ACT, 1855:**

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.37A. LEGAL LIABILITY TO NON FARE PAYING PASSENGERS WHO ARE NOT EMPLOYEES OF THE INSURED:**

In consideration of the paying of an additional premium of Rs.... and notwithstanding anything to the contrary contained in Section II-1 (c) it is hereby understood and agreed that the Company will indemnify the Insured against his legal liability other than liability under statute (except Fatal Accidents Act 1855) in respect of death or bodily injury to any person not being an employee of the Insured and not carried for hire or reward provided that the person is

- a) charterer or representative of the charterer of the truck.
- b) Any other person directly connected with the journey in one form or the other being carried in or upon or entering or mounting or alighting from vehicle insured described in the Schedule of this Policy.

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

**IMT.38. LEGAL LIABILITY TO FARE PAYING PASSENGERS EXCLUDING LIABILITY FOR ACCIDENTS TO EMPLOYEES OF THE INSURED ARISING OUT OF AND IN THE COURSE OF THEIR EMPLOYMENT**

- (I) 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 Company 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 Company rate able proportion of the total amount which would be payable by the Company by

reason of this Endorsement if not more than the said number of persons were carried in the Motor Vehicle.

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

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

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

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

- (II) For use with Liability only Policy:** In consideration of an additional premium of Rs..... and subject otherwise to the terms, exceptions, conditions and limitations of this Policy, the Company 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 Company rateable proportion of the total amount which would be payable by the Company by reason of this Endorsement if not more than the said number of persons were carried in the Motor Vehicle.

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

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

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

**IMT.39. LEGAL LIABILITY TO PERSONS EMPLOYED IN CONNECTION WITH THE OPERATION AND/OR MAINTAINING AND/OR LOADING AND/OR UNLOADING OF MOTOR VEHICLES.**

(For goods Vehicles)

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 Company 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 Company to inspect such record.

(4) in the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.

The premium to be calculated at the rate of Rs25/- per driver and/or cleaner or conductor and/or person employed in loading and/or unloading but not exceeding the number permitted by the Motor Vehicles Act 1988 including driver and cleaner.

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

#### **IMT.39A. 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 Company to inspect such record.
4. in the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.

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

#### **IMT.42. PRIVATE CARRIERS THREE WHEELER GOODS CARRYING**

(Goods Carrying Commercial Vehicles Only)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the Company 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 Policies delete the words "for any loss or damage to the vehicle insured and/or "

#### **IMT.44. INDEMNITY TO HIRER - PACKAGE POLICY - NEGLIGENCE OF THE OWNER OR HIRER:**

It is hereby declared and agreed that in consideration of payment of

an additional premium of Rs..... the

Company will indemnify any hirer of the Vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the vehicle insured while let on hire.

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

#### **IMT.45. INDEMNITY TO HIRER - LIABILITY ONLY POLICY -- NEGLIGENCE OF THE OWNER OR HIRER:**

##### **Negligence of the Hirer**

It is hereby declared and agreed that in consideration of payment of an additional premium of Rs.....the Company 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.

#### **9. CLAIM SETTLEMENT**

The Company will settle the claim under this Policy within 7 days of receipt of the surveyor report and necessary documents ie. Driving license, FIR, fitness certificate, permit, claim form and any other related documents required for assessing the claim. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of twenty-two days of the Survey Report or the additional Survey Report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2024.

#### **10. GRIEVANCE REDRESSAL PROCEDURE**

If the Insured has a grievance that the Insured wishes the Company to redress, the Insured may approach the person nominated as 'Grievance Redressal Officer' with the details of their grievance.

##### **Process of Grievance Redressal**

###### **Stage 1**

If you are dissatisfied with the resolution provided or for lack of response, you may write to head.customercare@sbigeneral.in We will look into the matter and decide the same expeditiously within 14 days from the date of receipt of your complaint.

Toll free number 1800 102 1111 (Available 24/7) ; For agents and intermediaries 1800 22 1111 (Available 24/7)

###### **Stage 2**

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may send your Appeal addressed to the Grievance Redressal officer at : gro@sbigeneral.in. or at: 022-45138021 Address: Grievance Redressal Officer, 9th Floor, A & B Wing, Fulcrum Building, Sahar Road, Andheri (East), Mumbai 400 099. List of Grievance Redressal Officers at Branch:

<https://content.sbigeneral.in/uploads/0449cac1bcd144bbb160d3f6b714fbdb.pdf/>

###### **Stage 3**

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may Register your complaint with IRDAI on the below given link

<https://bimabharosa.irdai.gov.in/Home/Home>

###### **Stage 4**

If your grievance remains unresolved from the date of filing your first complaint or is partially resolved, you may approach the Insurance

Ombudsman falling in your jurisdiction for Redressal of your Grievance. The details of the Insurance Ombudsman can be accessed at <https://www.cioins.co.in/Ombudsman>.

List of Ombudsman offices with contact details are attached as an Annexure-1. For updated status, Please refer to website [www.irdaindia.gov.in](http://www.irdaindia.gov.in)

### Annexure I

The list of Insurance Ombudsman offices along with their area of jurisdiction is attached herewith.

Names of Ombudsman and Addresses of Ombudsmen Centres

Areas of Jurisdiction	Office of the Insurance Ombudsman	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Shri Somnath Ghosh Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in
Gujarat, Dadra & Nagar Haveli, Daman and Diu	Shri Collu Vikas Rao Insurance Ombudsman 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	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	Shri N. Sankaran Insurance Ombudsman 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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in
Karnataka	Mr Vipin Anand Insurance Ombudsman 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	Rajasthan	Shri Rajiv Dutt Sharma Insurance Ombudsman 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
Madhya Pradesh, Chhattisgarh	Shri R. M. Singh Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	Shri G. Radhakrishnan Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam – 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in
Odisha	Shri Manoj Kumar Parida Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.	Ms Kiran Sahdev Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in
Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh	Mr Atul Jerath Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdara, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bihariah, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Shri. Atul Sahai Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in
Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).	Shri Somnath Ghosh Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).	Ms Susmita Mukherjee Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in
Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.	Ms Sunita Sharma Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in		

<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>	<p>Shri Bimbadhar Pradhan Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>
Bihar, Jharkhand.	<p>Ms Susmita Mukherjee Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>
Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).	<p>Shri Sunil Jain Insurance Ombudsman 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</p>
<p>The updated details of Insurance Ombudsman are available on IRDA website: <a href="http://www.irdai.gov.in">www.irdai.gov.in</a>, on the website of General Insurance Council: <a href="http://www.gicouncil.in">www.gicouncil.in</a>, our website <a href="http://www.sbigeneral.in">www.sbigeneral.in</a></p>	

Source:- CIO ([cioins.co.in](http://cioins.co.in))

## 11. ADD ONS

The Add On shall be applicable as mentioned in the Annexure-III  
**INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION**

### Annexure III

LIST OF ADD ON COVERS (Commercial Vehicle Insurance Policy - Package (Goods Carrying))

The covers listed below are Add On Covers and are available to the Insured on payment of additional premium, subject to below mentioned terms, conditions, and exclusions

#### 1. Depreciation Reimbursement

In consideration of payment of the additional premium mentioned in the Schedule, it is hereby agreed that notwithstanding anything to the contrary contained in the Policy, We will reimburse the Insured, the amount of depreciation applicable on the parts which were allowed to be replaced for approved partial loss claims under Section I of the Policy, specified in the Policy Schedule.

Provided that

- 1) No reimbursement shall be granted for Total Loss / Constructive Total Loss / Theft claims under this cover.
- 2) This cover shall not include compulsory deductible and any

voluntary deductible opted in this Policy.

- 3) This cover shall be limited to number of admissible partial own damage claims as specified in the Policy Schedule.
- 4) This cover shall include full coverage for lamps tyres/tubes, mudguards, bonnet, side parts bumpers, headlights and paintwork of damaged portion only.

#### Specific Exclusions

- 1) Where the Own Damage Claim made by You against Us under the Commercial Vehicle Insurance Policy - Package (Goods Carrying) is not payable.
- 2) Depreciation pertaining to any part/ sub part/ accessories not approved for replacement by Us under Commercial Vehicle Insurance Policy - Package (Goods Carrying).
- 3) The cost of repairs equaling or exceeding its insured value.
- 4) Other exclusions are applicable as per the base package policy.

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

#### 2. Engine Guard

##### What Is Covered

In consideration of the payment of an additional premium by the Insured as specified and

shown in the Schedule and realization thereof by the Company, We will pay You repair and replacement expenses for the loss or damage caused to –

- 1) Internal parts of the engine.
- 2) Gear Box, Transmission or Differential Assembly & associated parts.

Provided loss or damage is caused 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

- 1) Loss or damage covered under manufacturer warranty; recall campaign or forming part of maintenance / preventive maintenance.
- 2) Any aggravation of loss or damage including corrosion due to delay in intimation to Us and / or retrieving the vehicle from water logged area.
- 3) Ageing, depreciation, wear and tear.

##### Special Condition

Claim under this endorsement will be admissible only if –

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

##### Definitions

- 1) We, Us, Our, Ourselves means SBI General Insurance Company Limited
- 2) You, Your, Yourself- Means or refers to person or persons described in the schedule as the Insured. In case schedule refers to an entity other than individual, then representative of such entity would be deemed as You, Your, Yourself.

### 3. Return to Invoice

In consideration of the payment of an additional premium as specified and shown in the Schedule, it is hereby declared and agreed that in case of TOTAL LOSS, CONSTRUCTIVE TOTAL LOSS or THEFT OF THE INSURED VEHICLE the Company will pay for or replace with, a NEW vehicle of same make and model (or a similar model with similar specification available locally in India, in case the insured model is unavailable in India) which includes the Invoice value, Original custom duty paid, if any OR the custom duty applicable for the new vehicle( whichever is less), Registration charges and Road-Tax applicable for the RTO that the registered address belongs to, provided that the vehicle is not more than 2 years old from the date of manufacture.

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

### 4. Protection of NCB

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company agrees that, in case the Insured lodges for and is allowed a claim under Section 1 of the Policy, it will not affect the NCB eligibility at the time of Renewal, provided always that a) The vehicle is Renewed with us. b) There was only one single such claim lodged in the entire Policy period. c) The insured vehicle is repaired in a Company Authorised Garage. d) The rate of NCB allowed at the time of renewal will be same that he was enjoying prior to the loss. Subject otherwise to the terms exceptions conditions and limitations of this Policy.

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

### 5. Enhanced Personal Accident Cover For The Insured (Owner Driver)

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 (Owner Driver) in direct connection with the vehicle insured, or whilst mounting and dismounting from or traveling in the vehicle insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :

Details of Injury	Scale of Compensation
xii) Other than Great Toe, if more than one toe is lost, then for each such toe	1%
xiii) Loss of four fingers and thumb of one hand	40%
xiv) Loss of Four fingers except the thumb	25%
xv) Loss of thumb	5%
xvi) Loss of index finger	10%
xvii) Loss of middle finger	6%
xviii) Loss of ring finger	5%
xix) Loss of little finger	4%

Definitions:

- 1) "Loss" with regard to:
  - a) toe, finger, thumb means actual complete severance from the foot or hand;
  - b) hearing means entire and irrecoverable loss of hearing.
- 2) Permanent Total Disablement means : the Insured Person is incapacitated due to the injury - for a period lasting 12 months and at the expiry of that period being beyond reasonable hope of improvement – to an extent that engaging in each and every occupation or employment for compensation or profit which he/she was performing just prior to the accident, and for which the Insured Person is reasonably qualified by education, training or experience, is not possible for the rest of his/her life.

If such Insured Person is either a Home-maker or Student or any Person without any known source of income, then such Permanent Total Disablement shall mean the Insured Person is incapacitated due to the injury - for a period lasting 12 months and at the expiry of that period being beyond reasonable hope of improvement – to an extent that engaging in each and every activity which he/she was performing or was capable to perform just prior to the accident, including future employment for compensation or profit for which the Insured Person is reasonably qualified by education, training or experience, is not possible for the rest of his/her life. The Home-maker shall also be incapacitated to perform Normal Domestic duties and the student shall also be incapacitated to perform Normal Activity of a student.

Normal Domestic duties means the domestic duties normally performed by a person who remains at home and is not working in regular employment for income, including : cleaning the home, doing the washing, shopping for food, cooking meals ; and when applicable , looking after children.

Normal Activity of a student means , activities normally performed by a student and is not working in regular employment for income, including attending any sort of educational institution including vocational training institutions, or studying at home.

Provided always that:

- (1) compensation shall be payable under only one of the items (i) to (xvii) above in respect of any such person arising out of any one occurrence and total liability of the Company 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.

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

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%
v) Speech and hearing in Both ears	100%
vi) Speech OR Hearing in Both ears	50%
vii) Hearing in One ear	25%
viii) Thumb and index finger of same hand	25%
ix) Loss of Toes - All	20%
x) Great Toe	5%

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

## 6. Enhanced Personal Accident Cover For Un-Named Passengers Of The Vehicle

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 Un-named Passengers of the insured vehicle, in direct connection with the vehicle insured, or whilst mounting and dismounting from or traveling in the vehicle insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :-

Details of Injury	Scale of Compensation
i) 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%
v) Speech and hearing in Both ears	100%
vi) Speech OR Hearing in Both ears	50%
vii) Hearing in One ear	25%
viii) Thumb and index finger of same hand	25%
ix) Loss of Toes - All	20%
x) Great Toe	5%
xi) Other than Great Toe, if more than one toe is lost, then for each such toe	1%
xii) Loss of four fingers and thumb of one hand	40%
xiii) Loss of Four fingers except the thumb	25%
xiv) Loss of thumb	5%
xv) Loss of index finger	10%
xvi) Loss of middle finger	6%
xvii) Loss of ring finger	5%
xviii) Loss of little finger	4%

### Definitions

- 1) Un-named Passenger – means a person or persons travelling by the insured vehicle, who is/are neither the Owner Driver of the insured vehicle or its Paid Driver. The number of such Un-named Passengers covered under this Endorsement should be equal to the Registered Carrying Capacity of the insured vehicle
  - 2) "Loss" with regard to:
    - a) Toe, finger, thumb means actual complete severance from the foot or hand
    - b) Hearing means entire and irrecoverable loss of hearing.
  - 3) Permanent Total Disablement means : the Insured Person is incapacitated due to the injury - for a period lasting 12 months and at the expiry of that period being beyond reasonable hope of improvement – to an extent that engaging in each and every occupation or employment for compensation or profit which he/she was performing just prior to the accident, and for which the Insured Person is reasonably qualified by education, training or experience, is not possible for the rest of his/her life.
- If such Insured Person is either a Home-maker or Student or any Person without any known source of income, then such Permanent Total Disablement shall mean the Insured Person is incapacitated due to the injury - for a period lasting 12 months and at the expiry of that period being beyond reasonable hope of improvement – to an extent that engaging in each and every

activity which he/she was performing or was capable to perform just prior to the accident, including future employment for compensation or profit for which the Insured Person is reasonably qualified by education, training or experience, is not possible for the rest of his/her life. The Home-maker shall also be incapacitated to perform Normal Domestic duties and the student shall also be incapacitated to perform Normal Activity of a student.

Normal Domestic duties means the domestic duties normally performed by a person who remains at home and is not working in regular employment for income, including : cleaning the home, doing the washing, shopping for food, cooking meals ; and when applicable , looking after children.

Normal Activity of a student means , activities normally performed by a student and is not working in regular employment for income, including attending any sort of educational institution including vocational training institutions, or studying at home.

Provided always that:

- (1) compensation shall be payable under only one of the items (i) to (xvii) above in respect of any such person arising out of any one occurrence and total liability of the Company 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 Allowance 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.

## 7. Enhanced Personal Accident Cover For Paid Driver Of The Vehicle

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 Paid Driver of the insured vehicle, in direct connection with the vehicle insured, or whilst mounting and dismounting from or traveling in the vehicle insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :-

Details of Injury	Scale of Compensation
i) 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%
v) Speech and hearing in Both ears	100%
vi) Speech OR Hearing in Both ears	50%
vii) Hearing in One ear	25%
viii) Thumb and index finger of same hand	25%
ix) Loss of Toes - All	20%
x) Great Toe	5%

Details of Injury	Scale of Compensation
xii) Other than Great Toe, if more than one toe is lost, then for each such toe	1%
xiii) Loss of four fingers and thumb of one hand	40%
xiv) Loss of Four fingers except the thumb	25%
xv) Loss of thumb	5%
xvi) Loss of index finger	10%
xvii) Loss of middle finger	6%
xviii) Loss of ring finger	5%
xix) Loss of little finger	4%

#### Definitions

- 1) "Loss" with regard to: a) toe, finger, thumb means actual complete severance from the foot or hand; b) hearing means entire and irrecoverable loss of hearing.
- 2) Permanent Total Disablement means : the Paid Driver is incapacitated due to the injury - for a period lasting 12 months and at the expiry of that period being beyond reasonable hope of improvement – to an extent that engaging in each and every occupation or employment for compensation or profit which he/she was performing just prior to the accident, and for which the Paid Driver is reasonably qualified by education, training or experience, is not possible for the rest of his/her life. Provided always that: (1) compensation shall be payable under only one of the items (i) to (xvii) above in respect of any such person arising out of any one occurrence and total liability of the Company 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 Allowance shall be payable only with the approval of the Insured named in the Policy and directly to the injured Paid Driver or his/her legal representative(s), whose receipt shall be a full discharge in respect of the injury of such Paid Driver. Subject otherwise to the terms exceptions conditions and limitations of this Policy. \* The Capital Sum Insured (CSI) per person is to be inserted.

#### 8. Hospital Cash Cover For The Insured (Owner Driver)

In consideration of the payment of an additional premium as specified and shown in the Policy Schedule, the Company will pay for the Owner Driver's HOSPITAL CONFINEMENT ALLOWANCE FOR ACCIDENT OR INJURIES sustained by the Owner Driver in direct connection with the vehicle insured, or whilst mounting and dismounting from or travelling in the vehicle insured and caused by violent accidental external and visible means. The Company will pay a Daily Benefit for each Day the Owner Driver is an Inpatient in a Hospital due to Accidents or Injuries subject to the Deductible shown in the Policy Schedule, that occurs within the Republic of India. The Period of Confinement must be Medically Necessary and recommended by a Physician. The total benefits provided for any One Period of Confinement are subject to the In-Hospital maximum shown in the Policy Schedule.

##### Definitions:

Daily Benefit - means the amount payable for each Day spent in the Hospital.

One Period of Confinement - means a Hospital confinement due to the same Accident or Injury unless separated by at least 45 Days.

Period of Confinement - means a period of consecutive Days of confinement as an Inpatient caused by an Accident or Injury.

However, successive confinements as an Inpatient caused by or attributable to the same Accident, or Injury, are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least 45 Days

Only one Daily Benefit is provided for any one Day of confinement, regardless of the number of covered Accidents or Injuries, for which the confinement is required.

##### Exclusions:

Coverage under this Endorsement section shall not cover: hospitalisation due to any Disease or Sickness; or pregnancy and resulting childbirth, miscarriage or Disease of the female organs of reproduction; or

routine physical exams; or  
elective cosmetic or plastic surgery, except as a result of an Injury caused by a covered Accident while the Policy is in force; or any mental, nervous or emotional disorders or rest cures.  
intentional self injury, attempted suicide, physical defect or infirmity.  
any accident or injury happening whilst such person is under the influence of intoxicating liquor or drugs.

#### 9. Hospital Cash Cover For The Un-Named Passenger/S Of The Vehicle

In consideration of the payment of an additional premium as specified and shown in the Policy Schedule, the Company will pay for the Unnamed Passenger/s of the vehicle's HOSPITAL CONFINEMENT ALLOWANCE FOR ACCIDENT OR INJURIES sustained by the Un-named Passenger/s in direct connection with the vehicle insured, or whilst mounting and dismounting from or travelling in the vehicle insured and caused by violent accidental external and visible means. The Company will pay a Daily Benefit for each Day the Un-named Passenger/s is/are an Inpatient in a Hospital due to Accident or Injury subject to the Deductible shown in the Policy Schedule, that occurs within the Republic of India. The Period of Confinement must be Medically Necessary and recommended by a Physician. The total benefits provided for any One Period of Confinement are subject to the In-Hospital maximum shown in the Policy Schedule.

##### Definitions:

Un-named Passenger – means a person or persons travelling by the insured vehicle, who is/are neither the Owner Driver of the insured vehicle or its Paid Driver. The number of such Un-named Passengers covered should be equal to the Registered Carrying Capacity of the insured vehicle

Daily Benefit - means the amount payable for each Day spent in the Hospital.

One Period of Confinement - means a Hospital confinement due to the same Accident or

Injury unless separated by at least 45 Days.

Period of Confinement - means a period of consecutive Days of confinement as an Inpatient caused by an Accident or Injury. However, successive confinements as an Inpatient caused by or attributable to the same Accident or Injury, are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least 45 Days

Only one Daily Benefit is provided for any one Day of confinement, regardless of the number of covered Accidents or Injuries, for which the confinement is required.

##### Exclusions:

Coverage under this Endorsement shall not cover:

hospitalisation due to any Disease or Sickness; or pregnancy and resulting childbirth, miscarriage or Disease of the female organs of reproduction; or

routine physical exams; or  
 elective cosmetic or plastic surgery, except as a result of an Injury caused by a covered Accident while the Policy is in force; or any mental, nervous or emotional disorders or rest cures.  
 intentional self injury, attempted suicide, physical defect or infirmity.  
 any accident or injury happening whilst such person is under the influence of intoxicating liquor or drugs.

Provided always that

such Allowance 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.

## 10. Loss of Income

**What Is Covered**

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by the Company, 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 maximum ..... days. Our liability to pay per day and for the Period of Insurance shall not exceed Benefit amount 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 vehicle 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 as per the following table:

Type/ Class of Vehicle	Benefit- Per Day Limit	
1) Three wheelers Goods Carrying & Passenger vehicles	INR 500 to 2000	
2) Taxis	INR 1000 to 4000	
3) Buses	INR 2000 to 8000	
4) Goods Carrying Vehicles	i) Up to GVW 7500 Kg ii) GVW>7500K to <= 25000K iii) GVW > 25000 Kg	INR 1000 to 4000 INR 1500 to 6000 INR 2000 to 8000
5) Miscellaneous Class 'D' Vehicles	INR 2000 to 8000	

A Police report must be filed for claims due to total loss, Constructive Total Loss, burglary, housebreaking or theft.

**What is not Covered**

We will not pay if:

- 1) You are claiming only for windscreens or any other glass damage under section 1 of the Policy
- 2) Claim under section 1 is not valid & 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.
- 2) Benefit will be available if the vehicle is repaired in Authorized Garage

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

**Definitions**

- 1) **Constructive Total Loss-** The vehicle be considered to be Constructive Total Loss (CTL), where aggregate cost of

retrieval and/ or repair of the vehicle subject to terms and conditions of the Policy exceed 75% of the Sum Insured

- 2) **Period of Insurance-** The period of time stated in the schedule for which the Policy is valid and operative.
- 3) **We, Us, Our, Ourselves** means SBI General Insurance Company Limited
- 4) **You, Your, Yourself-** Means or refers to person or persons described in the schedule as the Insured. In case schedule refers to an entity other than individual, then representative of such entity would be deemed as You, Your, Yourself.

## 11. Key Replacement

**What Is Covered**

In consideration of the payment of additional premium by the Insured as mentioned in the schedule and realization thereof by the Company;

**Key Replacement-** We will reimburse You for the cost of replacing Your vehicle keys which are lost or stolen. In the event of a security risk arising out of the incidence of lost keys of Your Vehicle, We will indemnify You for the cost of installing new locks in Your vehicle.

**Break- In Protection-** We will reimburse You for the cost of replacing Your locks and keys if Your vehicle is broken into. The covered cost includes the labor cost for replacing the lock.

**What is not Covered**

We will not pay for

- 1) Costs other than those listed in "What is covered section"
- 2) **Special Condition**
- 1) For Break- in protection claims, You must provide an official police report that confirms the incident happened within Period of insurance.
- 2) Claim in this section will not impact your No Claim Bonus eligibility on renewal.

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

**Definitions**

- 1) **Lost or Stolen-** means having being inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation.
- 2) **Period of Insurance-** The period of time stated in the schedule for which the policy is valid and operative.
- 3) **We, Us, Our, Ourselves** means SBI General Insurance Company Limited
- 4) **You, Your, Yourself-** Means or refers to person or persons described in the schedule as the Insured. In case schedule refers to an entity other than individual, then representative of such entity would be deemed as You, Your, Yourself.

## 12. Engine Guard

**What Is Covered**

In consideration of the payment of an additional premium by the Insured as specified and shown in the Schedule and realization thereof by the Company, We will pay You repair and replacement expenses for the loss or damage caused to –

- 1) Internal parts of the engine.
- 2) Gear Box, Transmission or Differential Assembly & associated parts.

Provided loss or damage is caused 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 -

- 1) Loss or damage covered under manufacturer warranty; recall campaign or forming part of maintenance / preventive maintenance.
- 2) Any aggravation of loss or damage including corrosion due to delay in intimation to Us and / or retrieving the vehicle from water logged area.
- 3) Ageing, depreciation, wear and tear.

#### Special Condition

Claim under this endorsement will be admissible only if -

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

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

#### Definitions

- 1) We, Us, Our, Ourselves means SBI General Insurance Company Limited
- 2) You, Your, Yourself- Means or refers to person or persons described in the schedule as the Insured. In case schedule refers to an entity other than individual, then representative of such entity would be deemed as You, Your, Yourself.

### **13. EMI Protector**

#### What Is Covered

In consideration of the payment of an additional premium by the Insured as mentioned in the Schedule and realization thereof by the Company, the Company will pay the Equated Monthly Installment (herein referred as EMI) payable by Insured to Financial Institution mentioned in the Schedule for the period insured vehicle is in Garage for repair, provided insured vehicle is damaged by a covered peril mentioned in Section I of the Policy and the extent of damage is such that the actual repair time is more than 21 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. The Company's 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 therein. Insured will have to submit EMI schedule certified by financer along with EMI payment track record in the last one year immediately preceding the date of loss.

#### Specific Exclusions

The Company will not pay

- 1) If claim under section 1 is not valid & admissible
- 2) If the vehicle has undergone is 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

For the purposes of this Add On, the following word shall mean:

- 1) Authorized Workshop/ Garage/ Service Station- A motor vehicle repair workshop/ garage/ service station authorized by Us.

- 2) Equated Monthly Installment (EMI) means the amount of monthly payment required to repay the principal amount of loan and interest by Insured as mentioned in the amortization chart referred in the loan agreement (or amendments thereto) between the qualified Financial Institution and Insured prior to the date of loss or damage under this Policy.
- 3) Financial Institution: An institution as defined under section 45I of Reserve Bank of India Act 1934 and shall include a non banking financial company as defined under section 45I of Reserve Bank of India Act 1934.
- 4) We, Us, Our, Ourselves means SBI General Insurance Company Limited
- 5) You, Your, Yourself- Means or refers to person or persons described in the schedule as the Insured. In case schedule refers to an entity other than individual, then representative of such entity would be deemed as You, Your, Yourself.