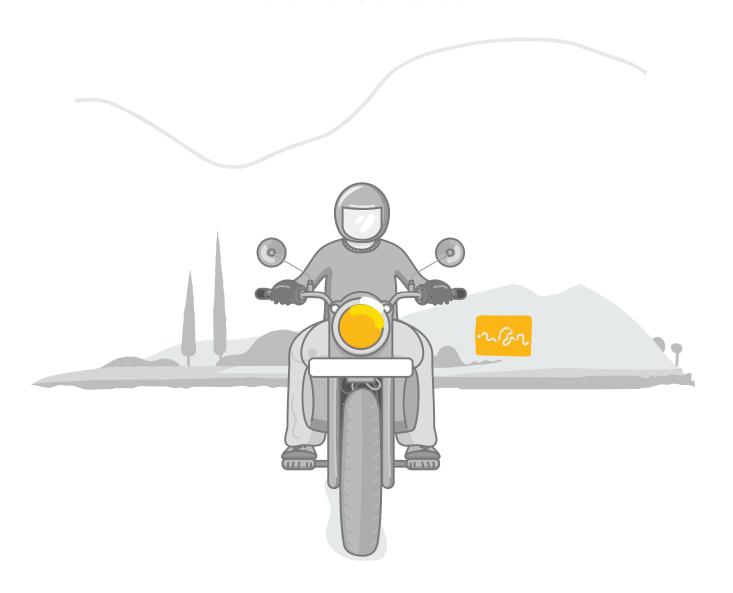


5,079 words that can be summed up in two;

You're Covered!



Digit Two-Wheeler Package Policy

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Whereas the Insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to Go Digit General Insurance Ltd. (herein after referred to as "Company /DIGIT") for insurance herein after 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.

(The term Two-Wheeler referred to in this policy will include Motorcycle / Scooter / Auto Cycle or any other motorized two-wheeled vehicle mentioned in the Schedule.)

NOW THIS POLICY WITNESSETH: That subject to the Terms Exceptions and Conditions contained herein or endorsed or otherwise expressed hereon.

SECTION I Loss Or Damage To The Vehicle Insured

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

- a. by fire explosion self-ignition or lightning;
- b. by burglary housebreaking or theft;
- c. by riot and strike;
- d. by earthquake (fire and shock damage);
- e. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
- f. by accidental external means;
- g. by malicious act;
- h. by terrorist activity;
- i. whilst in transit by road rail inland-waterway lift elevator or air;
- j. 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 Painting In the case of painting, the depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of the total painting charges for the purpose of applying the depreciation.
- 5. 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%

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

- a. Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown failures or breakages;
- b. Damage to Tyres and Tubes unless the Vehicle is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement;
- c. Loss of or damage to accessories by burglary housebreaking or theft unless the Vehicle is stolen at the same time; and
- d. any accidental loss or damage suffered whilst the Insured or any person driving with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.

In the event of the Vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and of redelivery to the Insured but not exceeding in all \$\pi 300\$ in respect of any one accident.

The Insured may authorize the repair of the Vehicle necessitated by damage for which the Company may be liable under this Policy provided that:

- a. The estimated cost of such repair including replacements, if any does not exceed 1150.
- b. The Company is furnished forthwith a detailed estimate of the cost of repairs and
- c. The Insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

Sum Insured, Insured's Declared Value (IDV)

The Insured's Declared Value (IDV) of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this policy which is fixed for each year of the policy term at the commencement of the contract for the insured vehicle and shown on the policy schedule.

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

The schedule of age wise depreciation 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 Vehicle	% of Depreciation
Not Exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

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

IDV shall be treated as the 'Market Value' throughout Each year of the policy term as provided in the Policy Schedule 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 for respective Year of the policy term in which accident took place.



SECTION II

Liability To Third Parties

- 1. Subject to the limits of liability as laid down in the Schedule hereto the company will indemnify the insured in the event of an accident caused by or arising out of the use of the insured vehicle against all sums which the insured shall become legally liable to pay in respect of
 - a. death of or bodily injury to any person including occupants carried in the insured vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured.
 - b. damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.

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

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

Avoidance of Certain Terms and Right of Recovery

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

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

Application of Limits of Indemnity

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

SECTION III Personal Accident Cover For Owner-Driver

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 whilst mounting into / dismounting from or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of Injury	Scale of Compensation
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii) Loss of one limb or sight of one eye	50%
iv) Permanent total disablement from injuries other than named above	100%

Provided always that

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

This cover is subject to

- i. The owner-driver is the registered owner of the vehicle insured herein;
- ii. The owner-driver is the insured named in this policy.
- iii. the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989 (including any amendments made from time to time), at the time of the accident.

General Exception

(Applicable to all Sections of the Policy)

The Company shall not be liable in respect of:

1	Any accidental loss damage and/or liability caused sustained or incurred outside the geographical area stated in the schedule.
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 therefrom or any consequential loss b. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
5	Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
6	Any accidental loss damage and/or liability directly or indirectly or proximately or remotely occasioned by or contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or Warlike operations (whether before or after declaration of war), Civil War, Mutiny Rebellion, Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

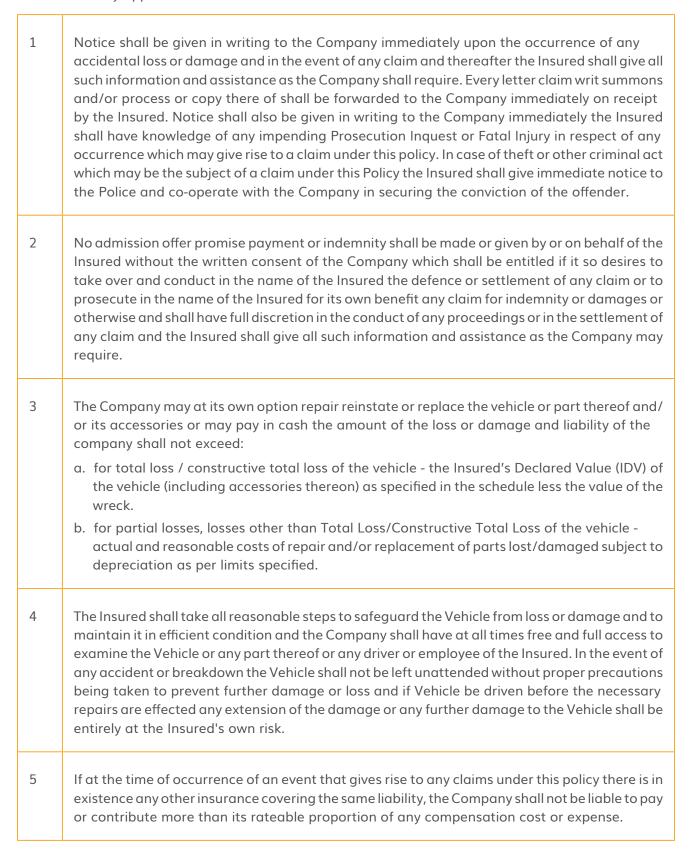
Deductible

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

In addition to the compulsory deductible, insured may also opt for voluntary deductible.

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.



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

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such Arbitrator/ Arbitrators of the amount of the loss or damage shall be first obtained:

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

- 7. 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 statements and answers in the said proposal shall be condition precedent to any liability of the Company to make any payment under this policy.
- 8. In the event of the death of the sole Insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of Insured or until the expiry of this policy (whichever is earlier). During the said period legal heirs of the Insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the names of the heirs or obtain a new insurance policy for the Motor Vehicle.

Where such legal heirs desires to apply for a transfer of this policy or obtain a new policy for the Vehicle such heirs 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
- 9. No change can be made to this policy unless the Company has approved it and confirmed by endorsing the policy schedule.
- 10. Any and all disputes arising out of and under this Policy shall be governed by and determined in accordance with Indian law.
- 11. All other conditions which are not specifically mentioned in the policy document will be as per Indian Motor tariff (IMT) 2002.

Cancellation

Cancellation by Insurer

Policy may be cancelled by the Company on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-co-operation by sending to the insured seven days' notice by recorded delivery at last known address/e-mail ID and the Company will refund to the insured the pro-rata premium for the balance period of the policy.

Cancellation by Insured

The policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided there being no claim under the policy. The insured shall be entitled for premium refund at the Company's Short Period Scale provided in table below. Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

Period	% of Premium to be refunded
Not exceeding 1 month	80%
Exceeding 1 month but not exceeding 2 months	70%
Exceeding 2 months but not exceeding 3 months	60%
Exceeding 3 months but not exceeding 4 months	50%
Exceeding 4 months but not exceeding 5 months	40%
Exceeding 5 months but not exceeding 6 months	30%
Exceeding 6 months but not exceeding 7 months	20%
Exceeding 7 months but not exceeding 8 months	10%
Exceeding 8 months	0%

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

No Claim Bonus (NCB)

The insured is entitled for a No Claim Bonus (NCB) on the Own Damage section of the policy, if no claim is made or pending during the preceding year(s), as per the following table:

Period	% Discount On Own Damage Premium
No claim made or pending during the preceding full year of insurance	20%
No claim made or pending during the preceding 2 consecutive years of insurance	25%
No claim made or pending during the preceding 3 consecutive years of insurance	35%
No claim made or pending during the preceding 4 consecutive years of insurance	45%
No claim made or pending during the preceding 5 consecutive years of insurance	50%

No Claim Bonus will only be allowed provided the policy is renewed within 90 days of the expiry date of the previous policy.

"However, in the case of Military or Para military Personnel working in Forward Areas, the period of 90 days may be extended up to 365 days depending on the circumstances of each individual case with a declaration in writing by the policy holder that the vehicle was not put to use during the interim period".

NOTE:

- i. Maximum NCB that can be earned by an Insured is 50%
- ii. An Insured becomes entitled for NCB only at the time of renewal of policy after the expiry of the full duration of the Policy.

Sunset Clause:

If at the renewal falling due any time between 1st July 2002 and 30th June 2003, both days inclusive, (after completion of the full policy period of 12 months) an insured becomes entitled to an NCB of 55% or 65% in terms of the Tariff prevailing prior to 1st July 2002, the entitlement of such higher percentage of NCB will remain protected for all subsequent renewals till a claim arises under the policy, in which case the NCB will revert to "Nil" at the next renewal. Thereafter, NCB if any earned, will be in terms of the above table.

Customer Grievance Redressal Policy

We hope that we never leave you dissatisfied. However, if you ever wish to lodge a complaint, please feel free to call our 24 × 7 Toll free number 1800-258-5956 or email the customer service desk at hello@godigit.com.

Senior citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com.

After investigating the matter internally and subsequent closure, we will send you our response.

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

The contact details of the Insurance Ombudsman centers are mentioned below: (Note: Address and contact number of Governing Body of Insurance Council)

Secretary General - Governing Body of Insurance Council Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai 400 054. Tel. No.: 022-26106889/671/980, Fax No.: 022-26106949,

080-26106052, Email: inscoun@ecoi.co.in

Location	Contact Details	Jurisdiction of Office
Ahmedabad	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6 th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079-25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru — 560 078. Tel.: 080 - 26652048/49, Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
Bhopal	Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal 462 003. Tel.: 0755-2769201/02, Fax: 0755-2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chattisgarh
Bhubaneshwar	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar 751 009. Tel.: 0674-2596461 /2596455, Fax: 0674-2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101/102/103, 2 nd Floor, Batra Building, Sector 17 – D, Chandigarh 160 017. Tel.: 0172-2706196/2706468, Fax: 0172-2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 th Floor, 453, Anna Salai, Teynampet, Chennai 600 018. Tel.: 044-24333668/24335284, Fax: 044-24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi 110 002. Tel.: 011-23232481/23213504, Fax: 011-23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
Guwahati	Office of the Insurance Ombudsman, Jeevan Nivesh, 5 th Floor, Nr. Panbazar over bridge, S.S.Road, Guwahati 781 001. Tel.: 0361-2132204/2132205, Fax: 0361-2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad	Office of the Insurance Ombudsman,6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad 500 004. Tel.: 040-65504123/23312122, Fax: 040-23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur 302 005. Tel.: 0141-2740363 Email: bimalokpal.jaipur@ecoi.co.in	Rajasthan.
Ernakulam	Office of the Insurance Ombudsman, 2 nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam 682 015. Tel.: 0484-2358759/2359338, Fax: 0484-2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata 700 072. Tel.: 033-22124339/22124340, Fax: 033-22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
Lucknow	Office of the Insurance Ombudsman, 6 th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow 226 001. Tel.: 0522-2231330/2231331, Fax: 0522-2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
Mumbai	Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-26106552/26106960, Fax: 022-26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
Patna	Office of the Insurance Ombudsman, 1 st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 , Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
Noida	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4 th Floor, Main Road,Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P 201 301. Tel.: 0120-2514250/2514252/2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh:Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
Pune	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3 rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.