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Digit Commercial Vehicle Package Policy  
(Goods Carrying Vehicle)

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**UIN:**

IRDAN158P0001V01201819

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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 the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance.

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

.....

## SECTION I

### Loss of or Damage to the Vehicle Insured

**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%               |

**1. 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;
  - 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.
2. In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the insured but not exceeding ₹750 for three wheeled vehicles and ₹2500 for other commercial vehicles in respect of any one accident.
- 3. 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 ₹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.

### 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 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.

## SECTION II

### Liability To Third Parties

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of
  - 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 Vehicle Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.
  - 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 insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.
  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 Section.
  5. In the event of the death of any person entitled to indemnity under this Policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative(s) in terms of and subject to the limitations of this Policy provided that such personal representative shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

## SECTION III

### Towing Disabled Vehicles

The policy shall be operative whilst the insured vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by Section II of this policy shall subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle;

#### Provided always that

- a. such towed vehicle is not towed for reward
- b. the Company shall not be liable by reason of this section of this policy in respect of damage to such towed vehicle or property being conveyed thereby.

## SECTION IV

### Personal Accident Cover For Owner-Driver

Subject otherwise to the terms, exceptions, conditions and limitations of this policy, the Company undertakes to pay compensation as per the following scale for bodily injury/death sustained by the owner-driver of the vehicle, in direct connection with the vehicle insured or whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

| Nature of Injury  | Scale of compensation |
|---|-----------------------|
| Death   | 100%                  |
| Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100%                  |
| Loss of one limb or sight of one eye                                    | 50%                   |
| Permanent total disablement from injuries other than named above        | 100%                  |

#### Provided always that

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 insurer shall not in the aggregate exceed the sum of 2 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
  - 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 (or any amendments thereafter), at the time of the accident.

### 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.

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## 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 <ul style="list-style-type: none"><li>a. being used otherwise than in accordance with the 'Limitations as to Use' or</li><li>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.</li></ul>  |
| 4 | <ul style="list-style-type: none"><li>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</li><li>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.</li></ul> |



|   |   |
|---|---|
| 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. |

## 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 sum of compulsory and voluntary deductible (if opted for) as stated in the policy 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.

|   |  |
|---|--|
| 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 claims 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 after 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 cooperate with the Company in securing the conviction of the offender. Wherever details pertaining to any incident which results in a claim, are conveyed by the insured to the insurer after reasonable period, insured shall provide the reasons of such delay to the insurer and insurer may on analysis of reasons provided by insured, condone the delay in intimation of claim or delay in providing the required information / Documents to the insurer. |
|---|--|

|   |  |
|---|--|
| 2 | No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.  |
| 3 | 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 | <p>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:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol>  |
| 5 | The insured shall take all reasonable steps to safeguard the vehicle insured 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 insured 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 | <p><b>Cancellation</b></p> <p><b>Cancellation by Insurer:</b> 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.</p> <p><b>Cancellation by Insured:</b> Policy may be cancelled at the option of the insured with seven days' notice of cancellation and the Company will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the policy. The balance premium, if any, will be refundable to the insured.</p> <p>In case of cancellation of policy by the insured, premium would be retained as per below table:</p> |

|    | Period   | % of Annual Premium        |
|----|--|----------------------------|
|    | Not Exceeding 1 month  | 20%                        |
|    | Exceeding 1 month but not exceeding 2 months   | 30%                        |
|    | Exceeding 2 months but not exceeding 3 months  | 40%                        |
|    | Exceeding 3 months but not exceeding 4 months  | 50%                        |
|    | Exceeding 4 months but not exceeding 5 months  | 60%                        |
|    | Exceeding 5 months but not exceeding 6 months  | 70%                        |
|    | Exceeding 6 months but not exceeding 7 months  | 80%                        |
|    | Exceeding 7 months but not exceeding 8 months  | 90%                        |
|    | Exceeding 8 months   | Full Annual Premium / Rate |
|    | <b>A Refund of premium will be subject to:</b> <ol style="list-style-type: none"> <li>There being no claim under the policy, and</li> <li>The retention of minimum premium as specified in the India Motor Tariff 2002.</li> <li>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.</li> </ol>  |                            |
| 7. | <p>If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute / difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereafter.</p> <p>It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.</p> <p>It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.</p> <p>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.</p> |                            |

|     |   |
|-----|---|
| 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. | <p>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:</p> <ul style="list-style-type: none"> <li>a. Death Certificate in respect of the insured</li> <li>b. Proof of title to the vehicle</li> <li>c. Original Policy</li> </ul> |
| 11. | No change can be made to this policy unless the Company has approved it and confirmed by endorsing the policy schedule.   |
| 12. | Any and all disputes arising out of and under this Policy shall be governed by and determined in accordance with Indian law.  |
| 13. | All other conditions which are not specifically mentioned in the policy document will be as per Indian Motor tariff (IMT) 2002.   |

## 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 of Insurance  | % of NCB on OD 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.

# 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 months 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:**

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

Period of training: 3 days

Place of training: At any institute recognized by the State Government

# Syllabus

## A. Defensive Driving

| Duration of training for A& B – 1st and 2nd day |                          |                    |
|---|--------------------------|--------------------|
| Questionnaire                                   | Breaking distance        | Head on collision  |
| Cause of accidents                              | Highway driving          | Rear end collision |
| Accidents statistics                            | Road/Pedestrian crossing | Night driving      |
| Driver's personal fitness                       | Railway crossing         | and discussion     |
| Car condition                                   | Adapting to weather      |                    |

## B. Advanced Driving Skills And Training

### i. Discussion

| Before Starting                | During Driving           | Before Stopping     | After Stopping              |
|--------------------------------|--------------------------|---------------------|-----------------------------|
| check list                     | correct speed / gear     | safe stopping place | preventing vehicle movement |
| outside / below / near vehicle | signaling                | signaling           | wheel locks                 |
| product side                   | lane control             | road width          | vehicle attendance          |
| inside vehicle                 | overtaking / giving side | condition           |                             |
|                                | speed                    |                     |                             |
|                                | limit/safe distance      |                     |                             |
|                                | driving on slopes        |                     |                             |

### Night driving

#### ii. Field test/training

- 1 driver at a time.



## B. Product Safety

### iii. Discussion

| Duration of training for<br>C – 3rd day      | Product Information       | Emergency procedure                         |
|--|---------------------------|---|
| UN Panel Training                            | TREMCARDS                 | Communication                               |
| UN Classification                            | CISMSDS                   | Spillage handling                           |
| Hazchem Code                                 | importance of temperature | Use of FEE                                  |
| Toxicity, Flammability, Other<br>definitions | pressure, level.          | Fire fighting                               |
|  | Explosive limits          | First aid                                   |
|  | Knowledge about equipment | Toxic release control                       |
|  |                           | Protection of wells, rivers, lakes,<br>etc. |
|  |                           | Use of protective equipment                 |
|  |                           | knowledge about valves etc.                 |

## 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 x 7 Toll free number **1800-300-34448** or email the customer service desk at **hello@godigit.com**.

Senior citizens can now contact us on **1800-300-34448** 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, 26106245**, Fax No.: **022-26106949, 080-26106052**, Email: **inscoun@vsnl.net**

| Location    | Contact Details   | Jurisdiction of Office   |
|-------------|---|--|
| Ahmedabad   | Office of the Insurance Ombudsman, Jeevan Prakash Building, 6 <sup>th</sup> floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: <b>079-25501201/02/05/06</b><br>Email: <b>bimalokpal.ahmedabad@gbic.co.in</b>  | Gujarat, Dadra & Nagar Haveli, Daman and Diu.                              |
| Bengaluru   | Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: <b>080 - 26652048/49</b><br>Email: <b>bimalokpal.bengaluru@gbic.co.in</b>               | Karnataka  |
| Bhopal      | Office of the Insurance Ombudsman, Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal 462 003. Tel.: <b>0755-2769201/02</b> , Fax: <b>0755-2769203</b><br>Email: <b>bimalokpal.bhopal@gbic.co.in</b> | Madhya Pradesh, Chattisgarh  |
| Bhubaneswar | Office of the Insurance Ombudsman, 62, Forest park, Bhubneswar 751 009. Tel.: <b>0674-2596461 /2596455</b> , Fax: 0674-2596429, Email: <b>bimalokpal.bhubaneswar@gbic.co.in</b>   | Orissa   |
| Chandigarh  | Office of the Insurance Ombudsman, S.C.O. No. 101/102/103, 2 <sup>nd</sup> Floor, Batra Building, Sector 17 – D, Chandigarh 160 017. Tel.: <b>0172-2706196/2706468</b> , Fax: <b>0172-2708274</b><br>Email: <b>bimalokpal.chandigarh@gbic.co.in</b>         | Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.            |
| Chennai     | Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 <sup>th</sup> Floor, 453, Anna Salai, Teynampet, Chennai 600 018. Tel.: <b>044-24333668/24335284</b> , Fax: <b>044-24333664</b><br>Email: <b>bimalokpal.chennai@gbic.co.in</b>                    | Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry). |

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| <b>Delhi</b>     | Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi 110 002.Tel.: <b>011-23239633/23237532</b> , Fax: <b>011-23230858</b><br>Email: <b>bimalokpal.delhi@gbic.co.in</b>  | Delhi.   |
| <b>Guwahati</b>  | Office of the Insurance Ombudsman, Jeevan Nivesh, 5 <sup>th</sup> Floor, Nr. Panbazar over bridge, S.S.Road, Guwahati 781 001. Tel.: <b>0361-2132204/2132205</b> , Fax: <b>0361-2732937</b><br>Email: <b>bimalokpal.guwahati@gbic.co.in</b>                                    | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.   |
| <b>Hyderabad</b> | Office of the Insurance Ombudsman,6-2-46, 1 <sup>st</sup> floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad 500 004. Tel.: <b>040-65504123/23312122</b> , Fax: <b>040-23376599</b> , Email: <b>bimalokpal.hyderabad@gbic.co.in</b> | Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.   |
| <b>Jaipur</b>    | Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur 302 005. Tel.: <b>0141-2740363</b><br>Email: <b>bimalokpal.jaipur@gbic.co.in</b>   | Rajasthan.   |
| <b>Ernakulam</b> | Office of the Insurance Ombudsman, 2 <sup>nd</sup> Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam 682 015. Tel.: <b>0484-2358759/2359338</b> , Fax: <b>0484-2359336</b><br>Email: <b>bimalokpal.ernakulam@gbic.co.in</b>                                    | Kerala, Lakshadweep, Mahe-a part of Pondicherry.   |
| <b>Kolkata</b>   | Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4 <sup>th</sup> Floor, 4, C.R. Avenue, Kolkata 700 072. Tel.: <b>033-22124339/22124340</b> , Fax : <b>033-22124341</b><br>Email: <b>bimalokpal.kolkata@gbic.co.in</b>   | West Bengal, Sikkim, Andaman & Nicobar Islands.  |
| <b>Lucknow</b>   | Office of the Insurance Ombudsman, 6 <sup>th</sup> Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow 226 001. Tel.: <b>0522-2231330/2231331</b> , Fax: <b>0522-2231310</b><br>Email: <b>bimalokpal.lucknow@gbic.co.in</b>                                | Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gaziipur, 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. |
| <b>Mumbai</b>    | Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: <b>022-26106552/26106960</b> , Fax: <b>022-26106052</b><br>Email: <b>bimalokpal.mumbai@gbic.co.in</b>   | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.   |
| <b>Patna</b>     | Office of the Insurance Ombudsman, 1 <sup>st</sup> Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: <b>0612-2680952</b> , Email: <b>bimalokpal.patna@gbic.co.in</b>   | Bihar, Jharkhand.  |
| <b>Noida</b>     | Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4 <sup>th</sup> Floor, Main Road,Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P 201 301. Tel.: <b>0120-2514250/2514252/2514253</b><br>Email: <b>bimalokpal.noida@gbic.co.in</b>                                  | 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.  |
| <b>Pune</b>      | Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3 <sup>rd</sup> Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune 411 030. Tel.: <b>020-41312555</b><br>Email: <b>bimalokpal.pune@gbic.co.in</b>   | Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.   |