

Date: 06/07/2024

To,  
Mr.Thota Ramakrishna,  
S/O: THOTA CHINNA H NO 4-85/A, TELAGA VEEDHI PEDABONDAPALLI, PARVATHIPURAM MANDALAM,  
,  
Andhra Pradesh-535527,  
India.  
Contact Details: +91- 9550290229

Subject: Policy Number: POCMVPC0100118426

Dear Customer,

Welcome to SBI General. Thank you for choosing SBI General's "**Commercial Motor Passenger Carrying**" policy. We are delighted to have you as our esteemed customer. With this, we enclose the following documents pertaining to your policy:

- Policy Schedule
- Policy clauses & wordings
- Premium Receipt
- Grievance redressal letter

We have taken care that the documents reflect details of risk and cover as proposed by you. We request you to verify and confirm that the documents are in order. Please ensure safety of these documents as they form part of our contract with you. For all your future correspondence you may have with us, kindly quote your Customer ID and Policy No.

**Your Customer ID :**

**Your Policy No. :POCMVPC0100118426**

The Postal Address of your SBI General Branch that will service you in future is:

**SBI General Insurance Company Limited**

Registered Office: & Corporate Office: 9th Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai - 400099.

In case of any queries or suggestions, please do not hesitate to get in touch with us. You can contact us at [customer.care@sbigeneral.in](mailto:customer.care@sbigeneral.in) or call our Customer Care Number **1800-22-1111** (MTNL/BSNL user) and **1800-102-1111** (for other users)

We look forward to a continuing and mutually beneficial relationship

Yours sincerely,



Authorized Signatory



### COMMERCIAL VEHICLE CERTIFICATE OF INSURANCE CUM POLICY SCHEDULE

<b>Important Note:</b> 1) The Validity of this Certificate of Insurance cum Schedule is subject to realization of the premium cheque. 2) This Insurance Policy cover is valid subject to availability of Complete and Correct Registration Number within 15 days from the Date of Commencement of this Policy.	
Policy Issuing Office	: 9th Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai - 400099.
Policy No	: POCMVPC0100118426
Insured Name	: <b>Thota Ramakrishna</b>
Business or Profession	:
Address	: S/O: THOTA CHINNA H NO 4-85/ATELAGA VEEDHI PEDABONDAPALLIPARVATHIPURAM MANDALAM, , Andhra Pradesh 535527, India.
Customer Contact Details	: +91-9550290229
Period of Insurance	: From: <b>07/07/2024 12:20:54</b> Hours to Midnight of : <b>06/07/2025</b>
Geographical Area	: India

#### INSURED MOTOR VEHICLE DETAILS

Make	Piaggio Vehicles Pvt. Ltd.
Model & Variant	Ape - D3S Passenger
Year of Manufacturing	2018
Registration Number	AP-35-TB-3271
Engine Number	S8F8865415
Chassis Number	MBX0003BFWG672321
Cubic Capacity	436
Carrying Capacity	3
Type of Body	RICKSHAW
RTO Location Name	Vizianagaram

#### INSURED'S DECLARED VALUE (IDV)

Vehicle - (Rs.)	Trailer Value -(Rs.)	Non Electrical Accessories(Rs.)	Electrical Accessories(Rs.)	Bi fuel kit Value - (Rs.)	Total IDV
					0.00

**LIMITATION AS TO USE:** As per Motor Vehicle Rules, 1989, The Policy covers use of the vehicle for any purpose other than : a) Organized racing, b) Pace Making, c) Reliability Trials, d) Speed Testing, e) Use whilst drawing a trailer except the towing (other than for reward) of any one disabled Mechanically propelled vehicle (only for Passenger Carrying Vehicles).

**PERSONS OR CLASSES OF PERSONS ENTITLED TO DRIVE:** Any person including Insured

**STAGE CARRIAGE/CONTRACT CARRIAGE/ PRIVATE SERVICE VEHICLE:** Provided that the person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. The Policy covers use only under a permit within the meaning of the Motor Vehicle Act, 1988 or such a carriage falling under sub-section 3 of section 66 of the Motor Vehicle Act 1988.

**GOODS CARRIAGE:** Provided that the person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle when not used for the transport of passengers at the time of the accident and that such a person satisfies the requirements of Rule 3 of The Central Motor Vehicles Rules, 1989.

**NON-TRANSPORT VEHICLES:** Provided that the person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle and that such a person satisfies the requirements of Rule 3 of The Central Motor Vehicles Rules, 1989.

**LIMITS OF LIABILITY:** a. Under Section II-1(i) of the Policy-Death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicle Act, 1988. b. Under Section II (1)(ii) of the Policy-Damage to property other than property belonging to the insured or held in trust or in the custody of control or the insured up to the limits specified Rs. 750000/- (c) PA Cover for owner-driver under Section-III CSI - Rs. 1500000/-.

**Deductible under Section-I:** (i) Compulsory deductible Rs.500/- (ii) Additional Compulsory deductible Rs. \_\_\_/-.

**PUC-Warranty:** Warranted that the insured named herein/owner of the vehicle holds a valid Pollution Under Control (PUC) Certificate and/or valid fitness certificate, as applicable, on the date of commencement of the Policy and undertakes to renew and maintain a valid and effective PUC and/or fitness Certificate, as applicable, during the subsistence of the Policy.

Further, the Company reserves the right to take appropriate action in case of any discrepancy in the PUC or fitness certificate.

#### NO CLAIM BONUS:

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 follows: The preceding year - 20%; Preceding two consecutive years - 25%; Preceding three consecutive years - 35%; Preceding four consecutive years - 45%; Preceding five consecutive years - 50%.

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

Intermediary details			
Intermediary Name	:	POSP Gurugubelli Appalanaidu	Intermediary Code : 437534
Contact Details	:	Mobile Nos : +91-9398456058	Landline Nos : null
POSP Agent Pan/Aadhar Card:			

NOMINATION DETAILS			
Name of the Nominee	Date of Birth	Relationship with Proposer	Name of Appointee (in Nominee is Minor)
CHINNA	18-11-1959	Father	

Premium Computation Table

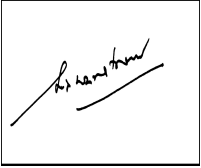
A. OWN DAMAGE SECTION	SUM INSURED	PREMIUM (Rs)	B. LIABILITY		PREMIUM (Rs.)
Total Own Damage Premium (including all Tariff Add-on, Discount & Loadings)			Basic TP Premium Trailers Bi fuel Kit (CNG/LPG) - TP Geographical Extension		5,773.00   0.00
SBIG Add on Covers			Additional Covers		
Protection of NCB			Personal Accident Cover	Sum Insured	Nos of Persons Premium (Rs)
Return to Invoice			PA to Owner Driver	1,500,000.00	325.00
Depreciation Reimbursement					
Hospital Cash - Owner Driver			PA to Paid Driver, Cleaner Conductor and Coolies		
Hospital Cash - Paid Driver			Legal Liability Cover		
Enhanced Personal Accident - Owner			Legal Liability to Paid Driver		1 50.00
Enhanced Personal Accident - Driver			Legal Liability to Employees of the Insured		
Loss Of Income			Legal Liability to Cleaner Conductor Coolies		
EMI Protector			Legal Liability to NFPP		
Engine Guard	0				
NCB Details			Less Discounts		
No Claim Bonus		0%	TPPD Discount Vehicle Restricted to Own Premises		0.00
(A) TOTAL OWN DAMAGE PREMIUM		0.00	(B) TOTAL LIABILITY PREMIUM		6,148.00
Subject to IMT Nos: ,,,,,IMT_21.IMT_28,IMT_20,,,,,			Total Policy Premium (A+B)		6,148.00
IMT 23 PREMIUM					
SBIG Add Nos: ,,,,,,			Taxes as applicable		1,106.64
			Kerala Flood Cess		0.00
			Total Premium Collected		7,255.00
Hire Purchase/ Lease /Hypothecated with			-		

Premium Collection details: Receipt No.: Receipt Date: 06/07/2024

**For claims, Please contact us at Toll Free number  
MTNL/BSNL users - 1800-22-1111 AND for Other users - 1800-102-1111**

I/We hereby certify that the Policy to which this Certificate relates as well as this Certificate of Insurance are issued in accordance with the provisions of chapter X and Chapter XI of M.V. Act, 1988.

**For and on behalf of SBI General Insurance Co. Ltd**



Authorised Signatory

Consolidated Stamp Duty paid Rs.0.50/- towards Insurance Policy Stamps vide Order No: YAX62372671735 Dated: 06/07/2024 of General Stamp Office, Mumbai

**IMPORTANT NOTICE: The Insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this schedule. Any payment made by the Company by reason of wider terms appearing in the certificate in order to comply with the Motor Vehicle Act, 1988 is recoverable from the Insured. See the clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY". For legal interpretation English version will be good.**

#### **Declaration**



As part of the Go Green initiative, we'll be issuing this policy in digital mode on your registered mobile number and e-mail ID. We save a tree when we issue an e-policy. A policy document sent electronically is as valid as a physical policy contract document. However, if you need a physical copy of the policy document, please send SMS "PRINT <Policy Number>" to 561612 from your registered mobile number.

**Policy printed by: on Date: 06-Jul-2024 Time: 12:31:41 PM IST**

**Disclaimer:** Please examine this Policy including attached Schedules / Annexure if any. In the event of any discrepancy please contact the office of the Company immediately, it being noted that this Policy shall be otherwise considered as being entirely in order. Please find claims settlement & grievance redressal procedure document attached herein for ready references.

Attached to and forming part of the Schedule to the Policy No: **POCMVPC0100118426**

<b>Branch Office Address:</b> <b>SBI General Insurance Company Limited</b> <b>Registered and Corporate office:</b> 9th Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai - 400099.	<b>Reference No:</b>	YAX62372671735
	<b>OF Receipt No:</b>	
	<b>Date:</b>	06/07/2024
	<b>Branch Code:</b>	
	<b>Party/Depositor ID:</b>	

**RECEIPT**

Received with thanks from Thota Ramakrishna  
an amount of **Rs.7255**  
by EFT  
Dated :06-07-2024  
Drawn on Bank : STATE BANK OF INDIA  
Branch:

Party ID	Quote/Policy/Claim No.	Name of Party	Amount(Rs.)
	QCMVPC01000001539094	Thota Ramakrishna	7,255.00
		<b>TOTAL</b>	7,255.00

Disclaimer

- 1) Receipt subject to realisation of instrument submitted
- 2) Kindly refer to the policy document for time of commencement of cover

**For and on behalf of**  
**SBI General Insurance Co. Ltd.**



Authorized Signatory

**COMMERCIAL VEHICLE CERTIFICATE OF INSURANCE CUM POLICY SCHEDULE**

**ENDORSEMENT WORDINGS**

Attached to and forming part of the Schedule to the Policy No:  
**POCMVPC0100118426**

**ENDORSEMENT DESCRIPTION**

**IMT.21.SPECIAL EXCLUSION & 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 insurer shall not be liable under Section I of the policy for loss of or damage to lamps tyres tubes mudguards bonnet side parts bumpers and paint work. (b) Compulsory Deductible. in addition to any amount which the insured may be required to bear under para (a) above the insured shall also bear under section I of the policy in respect of each and every event (including event giving rise to total loss/constructive total loss) the first Rs.....\* of any expenditure (or any less expenditure which may be incurred) for which provision is made under this policy and/or of any expenditure by the insurer in the exercise of its discretion under Condition No.4 of this policy. If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith. For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy. Subject otherwise to the terms conditions limitations and exceptions of this Policy. . \* to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.

**IMT.28.LEGAL LIABILITY TO DRIVER**

In consideration of an additional premium of Rs. 50/- notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer shall indemnify the insured against the insured's legal liability under the Workmen's Compensation Act, 1923, the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that

(1) this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for insured's general employees;

(2) the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;

\*(3) the insured shall keep record of the name of each paid driver conductor cleaner or persons employed in loading and/or unloading and the amount of wages and salaries and other earnings paid to such employees and shall at all times allow the insurer to inspect such records on demand.

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

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

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


**IMT.20.TPPD - THIRD PARTY PROPERTY DAMAGE DISCOUNT**

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

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

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

\*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).

GST TAX INVOICE											
GST Invoice No:						GST Invoice Date:		07/07/2024 12:20:54			
GSTIN/Unique No: (SBI General)		27AAMCS8857L1ZC				SBI General State		AP			
SBI General Branch Address:		SBI General Insurance Company Limited Registered and Corporate office: 9th Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai - 400099.									
Details of Policy Holder:											
Name:		Mr.Thota Ramakrishna									
Address:		S/O: THOTA CHINNA H NO 4-85/A, TELAGA VEEDHI PEDABONDAPALLI, PARVATHIPURAM MANDALAM,  Andhra Pradesh-535527, India.									
Policy Holder State		Andhra Pradesh				Place of supply		Andhra Pradesh			
						Whether invoice under Reverse Charge		No			
GSTIN/Unique No:		27AAMCS8857L1ZC				Policy Number		POCMVPC0100118426			
Insurance Product Name		HSN Code	Premium (without Taxes)	KFC		CGST		SGST/ UTGST		IGST	
				Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount
Commercial Motor Passenger Carrying		NA	6,148.00	1%	0.00	9.00%	553.32	9.00%	553.32	0.00%	0.00
Total Invoice Value (In Figures)		7,255.00				  Authorized Signatory					
Taxes Applicable		1,106.64									
SBI General Receipt No:						Receipt Date:		06/07/2024			



## COMMERCIAL VEHICLE INSURANCE – POLICY PACKAGE

### POLICY WORDINGS

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;

#### 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 , tubes, and batteries - 50%
- (2) For fibre glass components – 30%
- (3) For all parts made of glass - Nil
- (4) Rate of depreciation for all other parts including wooden parts will be as per 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%

(5) 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 total painting charges for the purpose of applying the depreciation.

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

(a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages nor for damage caused by overloading or strain of the insured vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless such insured vehicle is stolen at the same time.

(b) damage to Tyres and Tubes unless the vehicle 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.

#### 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.

#### 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 :-

- death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.
- damage to property caused by the use (including the loading and/or unloading) of the vehicle.

Provided always that:

- The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from.
- Except so far as is necessary to meet the requirements of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.
- Except so far as is necessary to meet the requirements of the Motor 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.
- The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the Insured or a member of the Insured's household or being conveyed by the insured vehicle.
- The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.
- Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the Insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.
  - The Company will pay all costs and expenses incurred with its written consent.
  - 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.
  - The Company may at its own option
    - 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
    - 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.
  - 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.

#### 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

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

#### SECTION IV – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

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

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

Provided Always that:

1. 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. 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
  - (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.

#### 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.

#### 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.

#### DEDUCTIBLE

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

#### CONDITIONS

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

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental 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. The Company may cancel the Policy by sending seven days notice by recorded delivery to the Insured at Insured's last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the policy, the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Return of the premium by the Company will be subject to retention of the minimum premium of Rs. 100/- . Where the ownership of the vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

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 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.

8. 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.

9. In the event of the death of the sole Insured, this Policy will not immediately lapse but will remain valid for a period of three months from the date of the death of Insured or until the expiry of this Policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

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

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

#### **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 Syllabus

**Defensive driving**

Questionnaire 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 Duration of training for A& B – 1<sup>st</sup> and 2<sup>nd</sup> day

**B) Advanced driving skills and training**

**(i) Discussion**

Before starting -check list -outside/below/near vehicle -product side -inside vehicle

During driving -correct speed/gear-signaling -lane control -overtaking/giving side-speed limit/safe distance -driving on slopes

Before Stopping -safe stopping place, -signaling, road width, -condition.

After stopping -preventing vehicle movement -wheel locks -Vehicle attendance Night driving

ii) Field test/training-1 driver at a time.

**C) Product safety**

UN panel -UN classification Duration of training -Hazchem code for C)-3rd day -Toxicity, Flammability, other definitions.

Product Information –TREM-CARDS –CISMSDS -importance of temperature pressure, level.

Emergency procedure -Explosive limits -Knowledge about equipment -Communication -Spillage handling -Use of FEE -Fire fighting -First aid -Toxic release control - protection of wells, rivers,lakes, etc. -Use of protective equipment -knowledge about valves etc.

**CLAIM SETTLEMENT**

The Company will settle the claim under this Policy within 30 days from the date of receipt of necessary 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 thirty 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 2002.

## GRIEVANCE REDRESSAL PROCEDURE

### Stage 1

If you are dissatisfied with the resolution provided, you may write to [head.customercare@sbigeneral.in](mailto: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.  
For Senior Citizens: Senior Citizens can reach us at [seniorcitizengrievances@sbigeneral.in](mailto:seniorcitizengrievances@sbigeneral.in); Toll Free - 1800 22 1111 / 1800 102 1111 Monday to Saturday (8 am - 8 pm)

### 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 Chairman of the Grievance Redressal Committee at : [gro@sbigeneral.in](mailto:gro@sbigeneral.in). or contact at: 022-42412070

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/0449cac1bcd144bbb160d3f6b714fbbd.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>

If Your issue remains unresolved You may approach IRDAI by calling on the Toll-Free no. 155255 or You can register an online complaint on the website <http://igms.irda.gov.in>

### Names of Ombudsman and Addresses of Ombudsmen Centres

Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <b>AHMEDABAD-380 014.</b> Tel.:- 079-27545441/27546139 Fax : 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Shri Raj Kumar Srivastava, Office of the Insurance Ombudsman, 2 <sup>nd</sup> Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL(M.P.)-462 003.</b> Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in
Shri B.N. Mishra, Office of the Insurance Ombudsman, 62, Forest Park, <b>BHUBANESHWAR-751 009.</b> Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Shri Manik Sonawane Office of the Insurance Ombudsman, S.C.O. No.101-103,2nd Floor, Batra Building, Sector 17-D, <b>CHANDIGARH-160 017.</b> Tel.:- 0172-2706468/2705861 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in
Shri Virander Kumar, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b>CHENNAI-600 018.</b> Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in	Smt. Sandhya Baliga, Batra Building, Sector 17-D, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b>NEW DELHI-110 002.</b> Tel.:- 011-23237539/23232481 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in
Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, <b>GUWAHATI-781 001 (ASSAM).</b> Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	Shri G.Rajeswara Rao, Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004.</b> Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in
Shri P.K.Vijayakumar, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM-682 015.</b> Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	Shri K.B. Saha, Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4 <sup>th</sup> Floor, C.R. Avenue, <b>KOLKATA-700 072.</b> Tel : 033-22124339/22124340 Fax : 033-22124341 Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>
Shri N.P. Bhagat, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW-226 001.</b> Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in	Shri A.K. Dasgupta, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <b>MUMBAI-400 054.</b> Tel : 022-26106928/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in
Shri A.K. Jain, Office of the Insurance Ombudsman,	Shri A.K. Sahoo, 2 <sup>nd</sup> Floor, Jeevan Darshan,

Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, <b>Jaipur – 302005</b> Tel : 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	N.C. Kelkar Road, Narayanpet, <b>PUNE – 411030.</b> Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in
Shri M. Parshad, Office of the Insurance Ombudsman, 24 <sup>th</sup> Main Road, Jeevan Soudha Bldg. JP Nagar, 1 <sup>st</sup> Phase, <b>Bengaluru – 560025.</b> Tel No: 080-22222049/22222048 Email: bimalokpal.bengaluru @gbic.co.in	<b>OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL</b> Smt. Ramma Bhasin, Secretary General, Shri Y.R. Raigar, Secretary 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI – 400 054 Tel : 022-26106889/6671 Fax : 022-26106949 Email- <a href="mailto:inscoun@gbic.co.in">inscoun@gbic.co.in</a>

#### Address and contact number of Governing Body of Insurance Council

Secretary General  
Governing Body of Insurance Council  
Jeevan Seva Annexe, 3<sup>rd</sup> Floor (Above MTNL)  
S. V. Road, Santacruz (W), Mumbai – 400 054  
Tel: 022-6106889  
Fax: 022-6106980, 6106052  
Email: [inscoun@vsnl.net](mailto:inscoun@vsnl.net)

#### Integrated Grievance Management System

IRDA has launched the Integrated Grievance Management System (IGMS). IGMS is a grievance redress monitoring tool for IRDA. Policyholders who have grievances should register their complaints with the Grievance Redress Channel of the Insurance Company first. If policyholders are not able to access the insurance company directly for any reason, IGMS provides a gateway to register complaints with insurance companies.

Complaints shall be registered with insurance companies first and only if need be, be escalated them to IRDA (Consumer Affairs Department).

Website: [http://www.policyholder.gov.in/Integrated\\_Grievance\\_Management.aspx](http://www.policyholder.gov.in/Integrated_Grievance_Management.aspx)

Toll Free Number of IRDA Grievance Call Centre: 155255

Timings: 8 AM to 8 PM -- (Monday to Saturday)