MAGMA
General Insurance Limited

COMMERCIAL COMPREHENSIVE PACKAGE POLICY



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COMMERCIAL COMPREHENSIVE PACKAGE POLICY

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to Magma General Insurance 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 and tubes, batteries and air bags - 50%
   (2) For fibre glass components – 30%
   (3) For all parts made of glass - Nil
   (4) Rate of depreciation for all other parts including wooden parts will be as per the following schedule.

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

   (5) Rate of Depreciation for Painting: In the case of painting, the depreciation rate of 50% shall be applied only on 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.1,500/- for taxis and Rs.2,500/- 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 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) will be defined by insurer based on multiple market aspects like availability of same variant in market, market perceived value of the model in present time, etc.

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 Loass (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 :-

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

ii) damage to property caused by the use (including the loading and/or unloading) of the vehicle.

Provided always that:-

(a) The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from.

(b) Except so far as is necessary to meet the requirements of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.

(c) Except so far as is necessary to meet the requirements of the Motor Vehicles Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.

(d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the Insured or a member of the Insured's household or being conveyed by the insured vehicle.

(e) The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.

(f) Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the Insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.

2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity granted by this Section to the Insured, the Company will indemnify any driver who is driving the vehicle on the Insured's order or with Insured's permission provided that such driver shall as though he/she was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

4. The Company may at its own option

5. The Company may at its own option

a. Arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy

and

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

5. In the event of the death of any person entitled to indemnity under this Policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

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

Provided Always that:

1) Compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of Rs.15 lakhs during any one period of insurance.
2) No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3) Such compensation shall be payable directly to the Insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the Insured.
4) This cover is subject to
   (a) the owner-driver is the registered owner of the vehicle insured herein;
   (b) the owner-driver is the Insured named in this Policy.
   (c) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

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, if opted.

   (b) For partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

5. The Insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the Insured's own risk.
6. Cancellation:
   - The insured can cancel the policy at any time during the policy period by informing the insurer, in this case, the insurer shall refund proportionate premium for unexpired policy period.
   - A policy can be cancelled only after ensuring that the vehicle is insured elsewhere, at least for Liability Only cover as the tenure specified by the prevailing regulation.
   - The insurer can cancel the policy on the grounds of established fraud by insured by giving a minimum of 7 days' notice and in such a case no premium would be refunded.
   - In event of a claim, advance premium that is not accounted for, will be refunded.
7. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute / difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the "Arbitration and Conciliation Act, 1996".

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

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

   It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
8. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
9. If at the time of occurrence of an event that gives rise to any claim under this Policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
10. In the event of the death of the sole Insured, this Policy will not immediately lapse but will remain valid for a period of three months from the date of the death of Insured or until the expiry of this Policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

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

    a) Death Certificate in respect of the Insured

    b) Proof of title to the vehicle

    c) Original Policy

RULES APPLICABLE TO TANKERS CARRYING HAZARDOUS CHEMICALS

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

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

(1) It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely :-

(a) the goods carriage has a valid registration to carry the said goods;

(b) the vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;

(c) that transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and

(d) that the driver of the goods carriage is trained in handling the dangers posed during transport of such goods.

(2) Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable owner and its driver to

(a) Comply with the requirements of rules 129 to 137 (both inclusive) of these rules and

(b) be aware of the risks created by such goods to health or safety or any person;

(3) It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive) of these rules.

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

(1) It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods to ensure the following, namely:-

(a) that the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods; and

(b) the vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.

(2) Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.

(3) The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.

(4) The owner of the goods carriage dangerous or hazardous goods and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.

(5) It shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.

(6) Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods carriage or the transporter abide by these conditions within six month after the date of coming into force of the Central Motor Vehicles (Amendment) Rules, 1993.

Rule 133 - Responsibility of the driver

(1) The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule(3) of rule 132 is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.

(2) Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years.

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

(1) One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993 any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a drivin 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

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

B) Advanced driving skills and training

i) Discussion

Before starting	- 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	- TREMCARDS
	- CISMSDS
	- Importance of temperature pressure, level.
	- Explosive limits
	- Knowledge about equipment
Emergency procedure	- 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.

ENDORSEMENTS
(Attached to and forming part of Policy

IMT.1. EXTENSION OF GEOGRAPHICAL AREA

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

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

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

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

IMT.3. TRANSFER OF INTEREST

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

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

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

IMT.4. CHANGE OF VEHICLE

It is hereby understood and agreed that as from …/…../ …... the vehicle bearing Registration Number is deemed to be deleted from the Schedule of the Policy and the vehicle with details specified hereunder is deemed to be included therein- In consequence of this change, an extra / refund premium of Rs… is charged/ allowed to the Insured.

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

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

IMT.5. HIRE PURCHASE AGREEMENT

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

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

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

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

IMT.6. LEASE AGREEMENT

It is hereby understood and agreed that …… (hereinafter referred to as the Lessors) are the Owners of the vehicle Insured and that the vehicle insured is the subject of a Lease Agreement made between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the Insured under this Policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Lessors as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this Policy is issued to the Insured namely ……as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the Insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Insured to the Lessors, of his rights benefits and claims under this Policy and further nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the Company in any capacity whatsoever for any alleged breach of its obligations hereunder.

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

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

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

IMT.7. VEHICLES SUBJECT TO HYPOTHECATION AGREEMENT

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

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

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

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

IMT.10. INSTALLATION OF ANTI-THEFT DEVICE

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

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

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

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

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

IMT.11.A. VEHICLES LAID UP
(Lay up period declared)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that from …/ …/….. to…/ ….…/… the vehicle insured is laid up in garage and not in use and during this period all liability of the Company under this Policy in respect of the vehicle insured is suspended.

SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE . EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS, in consideration whereof;

a) # the Company will deduct from the next renewal premium the sum of Rs..... * and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.

b) # the period of insurance by this Policy is extended to …../…../… in view of the payment of an additional premium of Rs……..**

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

NB.1. # To delete (a) or (b) as per option exercised by the Insured. NB.2. * The proportionate full Policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay up periods is to be inserted.

NB.3 ** The proportionate premium required for Fire and / or Theft cover for the vehicle for the laid – up period is to be inserted . NB.4. In case of Liability Only Policies the words in CAPITALS should be deleted. NB.5. In case of policies covering Liability Only and

(a) Fire risks, the words "BURGLARY HOUSEBREAKING OR THEFT" are to be deleted.

(b) Theft risks, the words' "FIRE EXPLOSION SELF IGNITION OR LIGHTNING" are to be deleted.

(c) Fire and Theft risks no part of the words in capitals are to be deleted.

IMT.11.B. VEHICLES LAID UP
(Lay up period not declared)

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

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

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

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

(a) Fire risks, the words " BURGLARY HOUSEBREAKING OR THEFT" are to be deleted.

(b) Theft risks, the words' "FIRE EXPLOSION SELF IGNITION OR LIGHTNING" are to be deleted.

(c) Fire and Theft risks no part of the words in capitals are to be deleted.

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

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

a) # The Company will deduct from the next renewal premium the sum of Rs.....* and the No Claim Bonus (if any) shall be calculated on the next renewal premium after deduction of such sum.

b) # the period of insurance by this Policy is extended to ...../...../..... in view of the payment of an additional premium of Rs .....**

Subject otherwise to the terms exceptions conditions and limitations of this Policy. NB.1. # To delete (a) or (b) as per option exercised by the insured.

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

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

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

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

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

IMT.13. USE OF VEHICLE WITHIN INSURED'S OWN PREMISES
(Applicable to all classes except as otherwise provided in the tariff)

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

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

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

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

IMT.17. PERSONAL ACCIDENT COVER TO PAID DRIVERS, CLEANERS AND CONDUCTORS:
(Applicable to all classes of vehicles)

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

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

Provided always that:

(1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the Company shall not in the aggregate exceed the sum of Rs. ..... * during any one period of insurance in respect of any such person.

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

(3) such compensation shall be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

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

IMT.19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY

(a) (i) the price quoted in the latest catalogue or the price list issued by the Manufacturer or his Agent for the country in which the vehicle insured is held for repair less depreciation applicable;

OR

(ii) if no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy; and

(b) the reasonable cost of fitting such parts.

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

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

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

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the Policy the Company liability is limited to Rs.6,000/- (Rupees six thousand only) for damage to property other than the property belonging to the Insured or held in trust or in custody or control of the Insured

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

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

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

IMT.21. SPECIAL EXCLUSIONS AND COMPULSORY DEDUCTIBLE

(Applicable to all Commercial Vehicles excluding taxis and motorized two wheelers carrying passengers for hire or reward.)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that;

(a) Special Exclusions: Except in the case of Total Loss of the vehicle insured, the Company shall not be liable under Section I of the Policy for loss of or damage to lamps tyres tubes mudguards bonnet side parts bumpers and paint work.

(b) Compulsory Deductible: In addition to any amount which the Insured may be required to bear under para (a) above the Insured shall also bear under Section I of the Policy in respect of each and every event (including event giving rise to total loss/constructive total loss) the first Rs. ..... * of any expenditure(or any less expenditure which may be incurred) for which provision is made under this Policy and/or of any expenditure by the Company in the exercise of its discretion under Condition No.4 of this Policy.

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

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

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

*to insert amount as appropriate to the class of vehicle insured as per G.R. 40 of the tariff.

IMT.22. COMPULSORY DEDUCTIBLE

(Applicable to Private Cars, three wheelers rated as private cars, all motorized two wheelers, taxis, private car type vehicle plying for public/private hire, private type taxi let out on private hire)

Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insured shall bear under Section I of the Policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs. *(or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the Company in the exercise of his discretion under Condition no …** of this Policy . If the expenditure incurred by the Company shall include any amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

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

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

(i) * to insert amount as appropriate to the class of vehicle insured as per G.R. 40 of the tariff.

(ii) in respect of a vehicle rated under the Tariff for Private Car and in respect of a motorised two wheeler not carrying passengers for hire or reward, if any deductible in addition to the compulsory deductible provided in this endorsement is voluntarily borne by the Insured, the sum representing the aggregate of the compulsory and the voluntary deductibles is to be inserted.

** to insert Condition no 3 in respect of a vehicle rated under Tariff for Private Car / Two wheelers or Condition no 4 in respect of a vehicle rated under the Tariff for Commercial Vehicles.

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

(For all Commercial Vehicles)

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

Subject to:

(a) Depreciation as per schedule provided in Section I of the Policy. It is further understood and agreed that in respect of paint work for the damaged portion only (as referred to above) shall also be as per schedule provided in Section I of the Policy.

(b) In addition to any amount which the Insured may be required to bear under para (a) above, the Insured shall also bear 50% of the assessed loss in respect of each and every claim under this Endorsement.

(c) It is also understood that no deductible other than those mentioned in (a) and (b) above shall be applicable in respect of a claim which become payable under this Endorsement.

Subject otherwise to the terms conditions limitations and exceptions of this Policy. * To insert the sum arrived at as per the provisions of G.R.40. NB.3. of the Tariff.

IMT.24. ELECTRICAL / ELECTRONIC FITTINGS

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

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

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

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

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

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

(Own Damage cover for the kit)

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

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

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

IMT.26. FIRE AND/OR THEFT RISKS ONLY

(Not applicable for Miscellaneous and Special Types of vehicles rateable under Class -D and Motor Trade Policies under Classes- E, F and G of the Commercial Vehicles Tariff)

Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that Section II of the Policy is deemed to be cancelled and under Section I thereof the Company shall only be liable to indemnify the Insured against loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft

and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils whilst the vehicle is laid up in garage and not in use.

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

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

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

IMT.27. LIABILITY AND FIRE AND / OR THEFT

(Not applicable for Miscellaneous and Special Types of vehicles ratable under Class –D of the Tariff for Commercial Vehicles)

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

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

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

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

IMT.28. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE

(For all Classes of vehicles)

In consideration of an additional premium of Rs. 25/- notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Company shall indemnify the Insured against the insured's legal liability under the Workmen's Compensation Act, 1923, the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the Insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that:

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

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

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

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

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

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

IMT.29. LEGAL LIABILITY TO EMPLOYEES OF THE INSURED OTHER THAN PAID DRIVER AND / OR CONDUCTOR AND / OR CLEANER WHO MAY BE TRAVELLING OR DRIVING IN THE EMPLOYER'S CAR

(Private Car's only/ Motorised two wheelers [not for hire or reward])

In consideration of the payment of an additional premium @ Rs.25/- per employee insured notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Company will indemnify the Insured against the insured's liability at Common Law and Statutory Liability under the Fatal Accidents Act,1855

for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than paid drivers) of the within named Insured being carried in or upon or entering in or getting on to or alighting from or driving the vehicle insured.

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

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

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

IMT.32. ACCIDENTS TO SOLDIERS /SAILORS/ AIRMEN EMPLOYED AS DRIVERS

In consideration of the payment of an additional premium of Rs.100/-* it is hereby understood and agreed that in the event of any Soldier/Sailor/Airman employed by the insured to drive the vehicle insured being injured or killed whilst so employed, this policy will extend to relieve the Insured of his liability to indemnify Ministry of Defence under the respective Regulations.

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

* This additional premium is flat and irrespective of period of insurance not exceeding 12 months. Any extension of the Policy period beyond 12 months will call for payment of further additional premium under this Endorsement.

IMT.34. USE OF COMMERCIAL TYPE VEHICLES FOR BOTH COMMERCIAL AND PRIVATE PURPOSES:

(Applicable to Commercial Vehicle Policies only)

In consideration of the payment of an additional premium of Rs. ..... and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that

(i) The Company will indemnify the Insured against his legal liability under Common Law and Statutory Liability under the Fatal Accidents Act, 1855 in respect of death of or bodily injury to any person not being an employee of the Insured nor carried for hire or reward, whilst being carried in or upon or entering or mounting or alighting from any motor vehicle described in the Schedule to this Policy.

(ii) This Policy shall be operative whilst any vehicle described in the Schedule hereto is being used by the Insured or by any other person with the permission of the Insured for social, domestic, or pleasure purposes.

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

1) is not entitled to indemnity under any other Policy.

2) shall as though he were the insured observe, fulfill and be subject to the terms, provisions, conditions and endorsements of this Policy in so far as they apply.

3) has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer. Subject otherwise to the terms, conditions limitations and exceptions of this Policy.

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

IMT.35. HIRED VEHICLES – DRIVEN BY HIRER*

(Applicable to four wheeled vehicles with carrying capacity not exceeding 6 passengers and Motorised Two wheelers)

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy unless the vehicle insured is being driven by or is for the purpose of being driven by the Insured in the charge of the within named Insured or a driver in the Insured's employment, the Policy shall only be operative whilst the vehicle insured is let on hire by the Insured to any person (hereinafter called the Hirer) who:

(i) shall have entered into a hire contract with the Insured and who prior to such hiring shall have satisfactorily completed and signed a supplementary proposal form**.

(ii) shall have satisfied the Insured –

a) that the vehicle insured will only be driven by a duly licensed driver whose license has not been endorsed;

b) that such driver has not been refused Motor Insurance nor had his/her insurance policy been cancelled nor had special conditions imposed nor had increased premium demanded from him/her by reason of claims experience.

It is also understood and agreed that whilst the vehicle insured is let on hire to the Hirer the Company shall not be liable–

(1) for any loss, damage or liability due to or arising from theft or conversion by the Hirer unless covered by payment of additional premium @ 1.50% on IDV. (Endt. IMT. 43 is to be used.)

(2) To pay the first Rs. ..... of each and every claim in respect of which indemnity would but for this endorsement have been provided by Section I of this Policy.

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

For the purpose of this Endorsement the expression "Claim" shall mean a claim or series of claims arising out of one cause in respect of the vehicle.

(3) If the vehicle is used by the Hirer for carriage of passengers for hire or reward.

* For the purposes of this Endorsement the Company will in terms of and subject to the provisions contained in item I of Section II of this Policy, treat the Hirer as a person who is driving the Two wheeler.

Further it is agreed that the Insured shall forward to the Company the supplementary proposal referred to above, completed by the Hirer immediately after receipt thereof which proposal as well as that referred to in this Policy shall be the basis of the contract expressed in this endorsement so far as it relates to the indemnity which is operative whilst the vehicle is let on hire to such Hirer.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy. NOTE: For Liability only policies delete the whole of items (1) and (2) and the paragraph in bold marked with an*.

**Insurer to devise a suitable supplementary proposal form.

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

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

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

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

(Commercial Vehicles Only)

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything to the contrary contained in Section II-1 (b) and (c) it is hereby understood and agreed that the Company will Indemnify the Insured against his legal liability other than liability under the Statute (except the Fatal Accidents Act 1855) in respect of death of or bodily injury to:

i) Any employee of the within named Insured who is not a workman within the meaning of the Workmen's Compensation Act Prior to date of this endorsement and not being carried for hire or reward.

ii) Any other person not being carried for hire or reward provided that the person is

a) charterer or representative of the charterer of the truck.

b) Any other person directly connected with the journey in one form or other being carried in or upon or entering or mounting or alighting from any Motor Vehicle described in the SCHEDULE OF THE POLICY.

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

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

(Commercial Vehicles Only)

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

a) charterer or representative of the charterer of the truck.

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

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

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

(Commercial and Motor Trade Vehicles Only)

(I) For use with Package Policies: - In consideration of an additional premium of Rs. ..... and notwithstanding anything to the contrary contained in Section II –1 (c) but subject otherwise to the terms, exceptions, conditions and limitations of this Policy, the Company will indemnify the Insured against liability at Law for compensation (including Law costs of any claimant) for death of or bodily injury to any person other than a person excluded under Section II-1 (b) being carried in or upon or entering or mounting or alighting from the Motor Vehicle.

Provided always that in the event of an accident occurring whilst the Motor Vehicle is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the Insured shall repay to the Company rate able proportion of the total amount which would be payable by the Company by reason of this Endorsement if not more than the said number of persons were carried in the Motor Vehicle.

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

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

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

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

(II) For use with Liability only Policy : In consideration of an additional premium of Rs. and subject otherwise to the terms, exceptions, conditions and limitations of this Policy, the Company will indemnify the Insured against liability at Law for compensation (including Law Costs of any claimant) for death of or bodily injury to any person other than a person excluded under general exception being carried in or upon or entering or mounting or alighting from the Motor Vehicle.

Provided always that in the event of an accident occurring whilst the Motor Vehicle is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the Insured shall repay to the Company rateable proportion of the total amount which would be payable by the Company by reason of this Endorsement if not more than the said number of persons were carried in the Motor Vehicle.

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

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

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

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

(For goods Vehicles)

In consideration of the payment of an additional premium of *. ..... it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the Company shall indemnify the Insured against his legal liability under the Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this Endorsement, the Fatal Accidents Act, 1855 or at Common Law in respect of personal injury to any paid driver (or cleaner or conductor or person employed in loading/or unloading but in any case not exceeding seven in number including driver and cleaner) whilst engaged in the service of the Insured in such occupation in connection with the and not exceeding seven in number and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that:

(1) this Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any insurer or Group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees.

(2) the Insured shall take reasonable precautions to prevent accidents and shall Comply with all statutory obligations.

(3) the Insured shall keep a record of the name of each driver cleaner conductor or person employed in loading and/or unloading and the amount of wages salary and other earnings paid to such employees and shall at times allow the Company to inspect such record.

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

The premium to be calculated at the rate of Rs. 25/- per driver and/or cleaner or conductor and/or person employed in loading and/or unloading but not exceeding the number permitted by the Motor Vehicles Act 1988 including driver and cleaner.

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

IMT.39A. LEGAL LIABILITY UNDER THE WORKMEN'S COMPENSATION ACT, 1923 IN RESPECT OF THE CARRIAGE OF MORE THAN SIX EMPLOYEES

(Excluding the Driver) in goods carrying vehicles

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything to the contrary contained herein the Company shall indemnify the Insured against his legal liability under the Workmen's Compensation Act, 1923 and subsequent amendments to that Act prior to the date of this endorsement in respect of death of or bodily injury to any person (other than the paid driver) exceeding six in number whilst being carried in the Motor vehicle and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that:-

1. the Company shall not be liable by virtue of this Endorsement to indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any insurance company or group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees and where the Insured has not obtained special permission from the registration authorities for carriage of more than six such employees.
2. the Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.

3. the Insured shall keep a record of the name of each person employed in connection with the loading and unloading of the vehicles and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Company to inspect such record.
4. in the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.

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

IMT.40. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF MOTOR VEHICLE

(For buses, taxis and motorized three/four wheelers under commercial vehicles tariff)

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

The premium to be calculated and paid while taking insurance of the vehicle concurred at the rate of Rs.25/- per driver and/or conductor and/or cleaner.

Provided always that:

(1) this Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any insurer or Group of Underwriters a Policy of Insurance in respect of liability as herein defined for his general employees.

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

(3) the Insured shall keep a record of the name of each driver cleaner conductor or person employed in loading and/or unloading and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Company to inspect such record.

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

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

IMT.42. PRIVATE CARRIERS

(Goods Carrying Commercial Vehicles Only)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the Company shall not be liable for any loss or damage to the vehicle insured and/or for any third party liability in respect thereof if at the time of accident the vehicle insured under this Policy is carrying goods not belonging to the Insured

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

NOTE: - For Liability only Policies delete the words "for any loss or damage to the vehicle insured and/or"

IMT.43. THEFT AND CONVERSION RISK

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed in this Policy in consideration of the payment of additional premium @ 1.50% of IDV, Clause ii (b) (1) of Endorsement IMT. 35 is hereby deemed to be deleted.

It is further understood and agreed that the indemnity in respect of Theft and/or Conversion by the hirer is applicable only in case of theft and/or Conversion of the entire vehicle.

It is further understood and agreed that No Claim Bonus will not be applicable to the additional premium charged hereunder.

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

It is hereby declared and agreed that in consideration of payment of an additional premium of Rs……. the Company will indemnify any hirer of the Vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the vehicle insured while let on hire.

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

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

Negligence of the Hirer

It is hereby declared and agreed that in consideration of payment of an additional premium of Rs……the Company will indemnify any hirer of the Motor Vehicle against liability as defined in this Policy arising in connection with the Motor Vehicle while let on hire.

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

IMT.46. LEGAL LIABILITY TO PASSENGERS EXCLUDING LIABILITY FOR ACCIDENTS TO EMPLOYEES OF THE INSURED ARISING OUT OF AND IN COURSE OF THEIR EMPLOYMENT

(Applicable to Ambulance/Hearses under class D of Commercial vehicles and to Motor Trade vehicles)

In consideration of an additional premium of Rs….. and notwithstanding anything to the contrary contained in Section II-1 (c) but subject otherwise to the terms exceptions conditions and limitations of this Policy the Company will indemnify the Insured against liability at Law for compensation (including legal costs of any claimant) for death of or bodily injury to any person other than a person excluded under Section II-1 (b) being carried in or upon or entering or mounting or alighting from the vehicle insured.

Provided always that in the event of an accident occurring whilst the vehicle insured is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the Insured shall repay to the Company ratable proportion of the total amount which would be payable by the Company by reason of this Endorsement if not more than the said number of persons were carried in the vehicle insured.

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

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

Provided further that in the event of Policy being cancelled at the request of the Insured no refund of premium paid in respect of this Endorsement will be allowed. Subject otherwise to the terms exceptions conditions and limitations of this Policy.

(For use with "Liability Only" Policy)

In consideration of an additional premium of Rs……. and subject otherwise to the terms exceptions conditions and limitations of this Policy the Company will indemnify the Insured against liability at law for compensation (including legal costs of any claimant) for death of or bodily injury to any person other than a person excluded under general exception being carried in or upon or entering or mounting or alighting from the vehicle insured.

Provided always that in the event of an accident occurring whilst the vehicle insured is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the Insured shall repay to the Company ratable proportion of the total amount which would be payable by the Company by reason of this Endorsement if not more than the said number of persons were carried in the vehicle insured.

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

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

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

IMT.47. MOBILE CRANES/DRILLING RIGS/ MOBILE PLANTS/EXCAVATORS/ NAVVIES/ SHOVELS / GRABS/ RIPPERS

It is hereby declared and agreed notwithstanding anything to the contrary contained in this Policy that in respect of the vehicle insured * the Company shall be under no liability-

a) Under Section I of this Policy in respect of loss or damage resulting from overturning arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto except for loss or damage arising directly from fire, explosion , self ignition or lightning or burglary housebreaking or theft.

b) Under Section II except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, in respect of liability incurred by the Insured arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto.

N. B. : Omit paragraph (a) for :-

(i) Liability only Policies.

(ii) Package Policies where an additional premium has been paid for inclusion of damage by overturning.

NOTE:

* Insert make, number or some other means of identification.

Where a premium reduction is allowed for exclusion of damage when in use as a tool of trade omit from paragraph (a) (the words "resulting from overturning" and "except for loss …. Or theft".

IMT.48. AGRICULTURAL AND FORESTRY VEHICLES AND OTHER MISCELLANEOUS VEHICLES WITH TRAILERS ATTACHED - EXTENDED COVER

It is hereby declared and agreed that in consideration of an additional premium of Rs… ,theindemnityprovided by this Policy shall apply in respect of any trailer (including Agricultural Implements such as Ploughs, Harrows and the like) described in the under noted Schedule of trailers as though it were a vehicle described in the Schedule and had set against it in the Schedule the value set against it in the under noted Schedule of trailers.

Provided that the Company shall be under no liability under Section I of the Policy in respect of breakage of any part of the agricultural trailer or implements caused by ground obstructions.

Schedule of Trailers

* Description	Insured's Declared value (IDV)

* Insert make, number or some other means of identification. Threshing Machines, Drums, Bailing Machines, Trusses and Tiers must be identified as such.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy. NOTE: In the case of Liability only Policies, the Endorsement must be suitably amended.

IMT.49. EXCLUSION OF LIABILITY TO THE PUBLIC WORKING RISK (EXCEPT AS REQUIRED BY THE MOTOR VEHICLE ACT, 1988)

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Company shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the operation as a tool of the Motor Vehicle or of plant forming part of the Motor Vehicle or attached thereto.

IMT.50. CINEMA FILM RECORDING AND PUBLICITY VANS

It is hereby understood and agreed that not withstanding anything to the contrary contained in this Policy, the Company shall be under no liability in respect of loss or damage to cinematic photographic or sound equipment costumes or any other technical property fixtures and fittings on the Motor Vehicle, unless they are firmly and permanently fixed to the body of the vehicle and are not detachable from time to time.

IMT.51. MOBILE SHOPS /CANTEENS AND MOBILE SURGERIES/ DISPENSARIES

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the Company shall be under no liability in respect of

*(a) loss of or damage to. ** on the motor vehicle.

(b) death of or bodily injury to or illness of any person caused by or through or in connection with or arising from

(i) poisoning of any kind or foreign or deleterious matter in food or drink.

(ii) anything harmful in the condition of any goods supplied at or from the motor vehicle or the defective condition of the container of such goods.

(iii) anything harmful in the condition of any goods supplied at or from the motor vehicle or defective in any treatment given at or from the motor vehicle.

Notes:

* For Liability only Policies omit proviso (a)

**1) In the case of "Mobile Shops and Canteens" insert the words "Utensils or stock-in-trade" and omit (iii).

2) In the case of "Mobile Surgeries/Dispensaries insert the words "Surgical instruments medical appliances or supplies"

IMT.52. EXCLUSION OF DAMAGE WHILE IN USE AS A TOOL OF TRADE

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988 the Company shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the operation as a tool of the motor vehicle or of plant forming part of the vehicle insured or attached thereto.

IMT.53 SPECIFIED ATTACHMENTS (Special Type Vehicles)

It is hereby declared and agreed that while any attachment in the under noted "Schedule of attachments" is attached to the Motor Vehicle or is detached and out of use the indemnity provided by this Policy shall apply in respect of any such attachment as though it were the Motor Vehicle and had set against it in the Schedule the value set against it in the under noted "Schedule of Attachments

Schedule of Attachments

* Description	Insured's Declared value (IDV)

**Insert make, number or some other means of identification.

NOTE : In the case of pedestrian controlled tractors insert in "Description" in the Schedule of Attachments "any standard attachment of the ... Tractor supplied by the makers."

IMT.54. MOBILE PLANT-INCLUSION OF LIABILITY TO THE PUBLIC WORKING RISK WHERE TOOL OF TRADE IS USED ONLY FOR WORK PERFORMED IN OR UPON THE VEHICLE OR TRAILER

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Company shall be under no liability under Section II of this Policy in respect of liability arising out of :

(a) the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.

(b) the operation other than in or upon the Motor Vehicle forming part of or attached to.

(c) the Motor Vehicle.

IMT.55. MOBILE PLANT - INCLUSION OF LIABILITY TO THE PUBLIC WORKING RISK (All Other Cases)

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the Company shall be under no liability under Section II in respect of ;

(a) death injury or damage caused by or resulting from

(i) subsidence flooding or water pollution.

(ii) damage to pipes or cables arising out of the operation as a tool of the vehicle insured or of any plant forming part of vehicle insured or attached thereto.

(b) damage to property resulting from the manufacture construction alteration repair or treatment of such property by the Insured.

(c) death injury or damage caused by or through property on which the Insured has carried out any process of manufacture, construction alteration or repair or treatment. It is further understood and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act 1988, the Company shall be under no liability under Section II of this Policy in respect of liability incurred by the Insured arising out of the explosion of any vessel under pressure being part of plant attached to or forming part of the vehicle insured.

CLAIM SETTLEMENT

The company will decide on the claim within seven days of receipt of the survey report or after expiry of fifteen days from allocation of the claim to the surveyor whichever is earlier in accordance with relevant regulatory provisions as amended from time to time.

GRIEVANCE REDRESSAL PROCEDURE

Step 1:

In case of any grievance, the Insured Person may contact the Company through any of the following channels:
Website: www.magmainsurance.com
Toll Free Number: 1800 266 3202
Email: customercare@magmainsurance.com

The customer may also reach out to the Branch Grievance Redressal Officer (GRO) Email address: customercare@magmainsurance.com

Courier: Any of our branch offices or corporate office during business hours Insured Person may also approach the grievance cell at any of the company's branches with the details of grievance.

Step 2:

If the Insured Person is not satisfied with the grievance redressal through the above channels, they may contact the Grievance Officer at: Magma General Insurance Ltd. Equinox Business Park, Tower 3, Ambedkar Nagar, 2nd Floor, Unit No. 1B and 2B, LBS Marg, Kurla (West), Mumbai – 400070, Maharashtra, India. Email: gro@magmainsurance.com

For updated details of the Grievance Officer, please refer to: https://www.magmainsurance.com/grievance-redressal

Step 3:

If you are not satisfied with the resolution provided, you may register your complaint directly on IRDAI's online portal – Bima Bharosa System at: https://bimabharosa.irdai.gov.in/

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance. List of Ombudsman offices with contact details are attached for ready reference. For updated status, Please refer to website www.irdaindia.org

The details of the Insurance Ombudsman are available below:

Office of the Ombudsman	Name and address and contact details	Jurisdiction
AHMEDABAD	Dr. Pranai Prabhakar Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat and Union Territories of Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Ms Neerja Kapur Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL	Shri Ajay Kumar Office of the Insurance Ombudsman, 1st Floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal - 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR	Shri Rashmi Raman Singh Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar - 751 009. Tel.: 0674 - 2596461/ 2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH	Ms Alka Jha Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh - 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Shri K.Vinayak Rao Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI	Shri Mukhmeet Singh Bhatia Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.

Office of the Ombudsman	Name and address and contact details	Jurisdiction
GUWAHATI	Shri Ajay Kumar Sharma Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Ms G Shobha Reddy Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Shri Satyajeet Rajan Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan.
KOCHI	Shri Pradeep Kumar Jain Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground, M. G. Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Ms. Manju Bagga Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Shri Sanjai Singh Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

Office of the Ombudsman	Name and address and contact details	Jurisdiction
MUMBAI	Ms Sarojini S Dikhale Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and excluding areas of Navi Mumbai.
NOIDA	Shri Rajiv Talwar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Shri Inderjeet Singh Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna - 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Ms. Rachna Khare Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE	Shri Umesh Sinha Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) - 400604. Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."

Address and contact number of Governing Body of Insurance Council.

Council for Insurance Ombudsmen, 3rd Floor, Jeevan Seva Annexe,
S. V. Road, Santacruz (W), Mumbai - 400 054. E-mail: inscoun@cioins.co.in
Tel. 022 - 69038800/69038812.

To view the detailed Insurance Ombudsman offices visit CIO (cioins.co.in). The same is available on the IRDAI website: www.irda.gov.in, on the website of Governing Body of Insurance Council www.gbic.co.in, Our website at: www.magmainsurance.com or can be obtained from any of Our offices.

Commercial Comprehensive Package Policy

Add-On Covers Wordings

1. DEPRECIATION RE-IMBURSEMENT

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company will re-imburse the Insured, the amount of depreciation deducted on the value of parts which were allowed to be replaced for own damage claim lodged under Section 1 of the Policy, provided always that

a) This add-on will not apply to TOTAL LOSS, CONSTRUCTIVE TOTAL LOSS or THEFT OF THE INSURED VEHICLE.

b) The insured vehicle is repaired with prior authorization of the Company. Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

2. RETURN TO INVOICE

In consideration of the payment of an additional premium as specified and shown in the Schedule, it is hereby declared and agreed that in case of the following events of TOTAL LOSS, CONSTRUCTIVE TOTAL LOSS OR THEFT OF THE INSURED VEHICLE, despite whatever is mentioned as IDV of the vehicle in the Policy schedule:

A. The Company hereby undertakes to pay the Sum Insured under this add-on, determined as the difference between the Insured's Declared Value (IDV) of the insured vehicle and the total actual expenses incurred towards acquisition of a new vehicle of similar make and model to the insured, as specified in the on-road price listed by the manufacturer/Dealer. Provided always that On-road price means the actual expense incurred towards acquisition of a new vehicle and includes the value of factory fitted accessories or car dealer accessories at the time of purchase.

B. Pay the Original customs duty, if any, OR the customs duty applicable for the new vehicle whichever is less subject to proportionate own damage insurance premium paid on customs duty

C. On road price will also include any amount paid towards registration of the insured Vehicle, road tax, any form of vehicle related additional service/product package purchased and cost of insuring the vehicle.

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

3. COVER FOR CONSEQUENTIAL DAMAGE TO ENGINE

What is covered:

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that, in case of consequential loss to internal child parts of the engine of the Insured vehicle due to water ingress into the combustion chamber or due to leakage of lubricating oil, Consequential damage to the gear box due to leakage of lubricating oil arising out of accidental means, We shall pay for:

1. Repair or replacement of the internal child-parts of the engine such as Cylinder head, Crankshaft, Connecting rods and Piston.
2. Repair or replacement of internal parts of the Gear box housing, such as gears and shafts.
3. Labour charges required to carry out the repair or replacement of the damaged child-parts of the Engine or damaged gear-box.

Conditions Applicable:

1. Only two event in the entire policy period will be compensated.
2. There is evidence, that the vehicle had stalled and stopped in the water-logged area, resulting into damage to the internal child-parts of the engine, OR There is evidence of under-carriage damage, resulting into leakage of lubricant causing damage to the internal child parts of the engine or gear-box, AND
3. The losses or damages are not otherwise admissible under Motor Insurance Policy.
4. Our maximum liability under this Add on cover will be as per the limit mentioned against this cover in Policy Schedule.

For the purpose of this Add on Cover, it is an implied condition that

1. The Insured shall avoid driving through water-logged areas. If it is unavoidable, the
2. vehicle should be driven in low gear and/or high engine RPMs
3. In the event that the vehicle has stalled or stopped in water-logged area, OR there is
4. damage to under-carriage of the vehicle, the Insured shall not try to crank or pushstart the engine.
5. The Insured will inform the Us immediately for the technical help and spot-survey.
6. The Insured shall take reasonable care to protect against aggravation of damage or
7. loss to the Insured vehicle.
8. Insured must take the Insured Vehicle to the garage within 24 hours of water
9. receding from the water logged area and should intimate Us no later than three days
10. from receding of water. We may condone the delay in these timelines based on merits of each case wherein the insured is prevented to do so by sufficient & reasonable reasons.

Specific Exclusions:

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

We shall not be liable to pay the claim that arises due to or are related to any of the following:

1. Any loss, covered by any other insurance covering the Insured vehicle, or Manufacturer's warranty or Recall campaign or any other packages during that time.
2. Any other consequential losses or damages except those explicitly stated in this Add on Cover.
3. Cost of all consumables like engine oil and lubricants.
4. Any loss or damage due to corrosion, in case of delayed intimation to the Companyand failure to retrieve the vehicle quickly out of the water logged area.
5. Any loss or damage covered under this Add on cover, if the vehicle is transferred to a new owner.
6. Any claim where the repair has been carried out without prior approval from Us.
7. Any claims related to loss or damage due to wear and tear
8. Where reasonable care has not been taken by You to protect the loss or damage to the Insured Vehicle

4. ADDITIONAL PERSONAL ACCIDENT COVER

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that We will pay an amount in case of accidental bodily injury in direct connection with or whilst mounting or dismounting from Insured Vehicle, sustained by driver and/or passengers traveling in the insured vehicle. Such Accidental event should result in any of the below within 6 months from date of Accident. The percent benefit shall be applied on the Sum Insured as mentioned on Your Policy schedule against this add on cover:

Type of Injury	**Benefit payable as % of SI of this Add on**
1) Death	100%
2) Permanent Total Disablement (PTD)	
i) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
ii) Permanent Total Disablement from injuries other than named above If such Injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in any employment or occupation of any description	100%

Type of Injury	Benefit payable as % of SI of this Add on
3) Permanent partial disablement (PPD)	
Loss of Speech and hearing in Both ears	100%
i. Loss of Speech OR Hearing in Both ears	50%
ii. Loss of Hearing in One ear	25%
iii. Loss of Thumb and index finger of same hand	25%
iv. Loss of Toes – All	20%
v. Loss of Great Toe	5%
vi. Other than Great Toe, if more than one toe is lost, then for each such toe	1%
vii. Loss of four fingers and thumb of one hand	40%
viii. Loss of Four fingers except the thumb	25%
ix. Loss of thumb	5%
x. Loss of index finger	10%
xi. Loss of middle finger	6%
xii. Loss of ring finger	5%
xiii. Loss of little finger	4%
xiv. Loss of one limb or sight of one eye	50%

Conditions Applicable:

1) Sum Insured specified against this Add on is available to each such insured person separately. This Sum Insured is our maximum liability per insured person per policy year. Claim will be payable under this add on for all such person and total liability of the insurer shall not in the aggregate exceed the sum insured specified in policy schedule against this add on during any one period of insurance in respect of all such person.

2) Claim with respect to each insured shall be under only one of the type of injury (Death or PTD or PPD) as specified in table above, for any one accident event. If more than one loss results from one occurrence in PPD, we will pay the amount which is sum of the respective benefit amount for these losses. However, the claim for limb shall also encompass some or all of its part, we shall pay for the limb only. No additional payment shall be done for the constituting parts of the limb.

3) In case of claim with respect to owner driver, claim will be payable directly to the Insured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the Injury of such Insured person. In case of claim with respect to other passengers, such claim will be payable only with the approval of the Insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the Injury of such person.

4) This add-on cover will cease for the particular Insured Person on payment of a claim for Death or Permanent Total Disablement of that Insured Person wherein full Sum insured is paid. However, in case of claim payment for Injuries for which claim payout is less than 100%, cover will continue for such Insured person for remaining Policy year.

5) Any and all claims payable under this add on are subject to availability of sum insured for this add on.

6) All claims under these benefits will be settled on reimbursement basis only.

7) All other Terms and Conditions will be as per base policy wordings.

Multiple Policies Clause

In case of multiple policies which provide fixed benefits, on the occurrence of insured event in accordance with the terms & conditions of the policies, each insurer shall make the claim payment independent of payment received under similar health policies.

If two or more policies are taken by an Insured Person during the same period from one or more insurers to indemnify treatment costs, the Insured Person shall have the right to require a settlement of his/her claim in terms of any of his/her policies.

a. In all such cases the insurer who has issued the chosen policy shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.

b. Claims under other policy/ policies may be made after exhaustion of sum insured in the earlier chosen policy / policies. It is clarified that the Insured Person having multiple policies shall also have the right to prefer claims from other policy/policies for the amounts disallowed under the earlier chosen policy/ policies, even if the sum insured is not exhausted. The insurer shall then settle the claim subject to the terms and conditions of the other policy/policies so chosen.

c. If the amount to be claimed exceeds the sum insured under a single policy after considering the Deductibles or Co-Payment, the Insured Person shall have the right to choose insurers from whom he/she wants to claim the balance amount.

d. Where the Insured Person has policies from more than one insurer to cover the same risk on indemnity basis, the Insured Person shall only be indemnified the Hospitalization costs in accordance with the terms and conditions of the chosen policy.

Definition:

a. **Accident** means sudden, unforeseen and involuntary event caused by external visible and violent means.

b. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

Specific Exclusions:

Subject otherwise to the terms exceptions condition & limitations of the policy.

We will not be liable to pay a claim under this Add on cover in case of any of the following:

1) No. of persons/passengers in the vehicle at the time of occurrence of such injury were more than the no. of persons/passengers as specified in the registration certificate.

2) Death or injury directly or indirectly wholly or in part arising or resulting from traceable to intentional self-injury suicide or attempted suicide or physical disability or mental disorder of the driver (which is deterrent to efficient driving).

3) An accident happening whilst driver person is under the influence of intoxicating liquor or drugs.

Necessary claim documents:

1) Duly Completed and signed Claim Form

2) Attested copy of Death Certificate in case of death.

3) Medical report from attending specialist doctor including Death Summary in case of hospitalization.

4) Attested copy of disability certificate from the specialist treating doctor stating percentage of disability.

5) Attested copy of FIR/ Panchanama / Inquest Panchanama.

6) Complete medical records/reports including investigation /Lab reports (X-Ray, MRI etc.) in case of disability claim.

7) Attested copy of Post Mortem Report (if conducted).

8) We, at Our own expense, shall have the right and opportunity of Your medical examination through Our appointed agents whose details will be notified to You when and as often as We may reasonably require during the pendency of a claim hereunder. Your or Your estate's compliance with the need for such examination is a condition precedent to establishing liability under the Policy.

Any other document(s) as requested by claims department which is/are relevant to the coverage under the policy.

Claim intimation & Submission:

Notice of claim must be given to Us within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event not later than 30 days after actual or potential loss begins.

All the documentation, medical records and information that We may request to establish the circumstances of the claim, must be provided to Us within 15 days of notice of claim to Us.

We may provide condonation in delay in intimation and claim document submission from timelines as specified above.

5. EMI PROTECTOR

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by the Company, the insurance company will pay the Equated Monthly Installment (EMI) as per the schedule below.

Number of days vehicle (Pvt Car and CV) in the garage	Number of EMIs payable
< 21 days	0
21 to 45 days	1
46 to 75 days	2
> 75 days	3

You will have to submit EMI schedule certified by financer along with EMI payment track record in the last one year immediately preceding the date of loss. We will not pay any EMI other than accident vehicle repair period.

Conditions Applicable:

1) We will not pay if claim under section 1 of the Policy is not valid & admissible
2) We will not pay if the vehicle has undergone total loss or theft is reported
3) We will not pay for more than two covered incidents during the Policy period
4) We will not pay any other consequential loss or charges associated with the loan payment such as late payment charges, pre-payment charges or other documentation charges
5) The vehicle is repaired in a garage / workstation post the approval by our authorized surveyor. If the vehicle is repaired at any other place without the authorization of our surveyor, this cover will not be applicable.
6) In case of the substitution of vehicle, insured has to intimate Us for re selection of this add on cover.
7) The repair time has to be certified by the surveyor appointed to assess the loss by the insurance company.
8) Actual repair time will be counted from the next calendar day of assessment of loss by the surveyor and shall end on the day of intimation regarding delivery of repaired vehicle is given to insured or the Company.
9) The claim amount under this cover shall be paid to the financial institution as mentioned in the schedule, to which the insured vehicle is hypothecated. However, in case where the insured has already paid the instalment for the given month, Insurance Company shall pay the EMI for that month to the insured provided payment proof is submitted and subject to all terms, conditions, exclusions and limitations of this cover.
10) Liability of the Company shall be limited to the EMI amount mentioned in the schedule or the actual EMI prevailing at the time of loss whichever is lower. Also, in no case, Company shall pay an amount higher than the actual amount of Loan outstanding against the insured vehicle.

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

Definitions:

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

6. LOSS OF DRIVING LICENSE / REGISTRATION CERTIFICATE

What is covered:

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that, in case where the insured or Insured's driver suffers a loss of valid original Driving License and/or the valid original Registration Certificate, a compensation of upto Rs. 10,000 or actual expenses incurred whichever is less to obtain duplicate license and/or Registration Certificate.

Conditions Applicable:

1. First Information report filed with Police authority (within 7 days of documents loss) stating loss of Driver's License and/or Original Vehicle registration Certificate must be submitted to Us.
2. The claim is payable only once during the Policy Period.
3. In case of driver's driving license loss, Insured has to prove driver's employment for more than 30 days during the Policy Period with submission of Employment records / contracts, Salary certificate.
4. The claim has to be admissible under section 1 of the base policy
5. The Insured should take all reasonable steps to safeguard Vehicle Registration Copy and Driving License from loss.

7. PROTECTION OF NCB

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company agrees to protect the No Claim Bonus (NCB) at the time of Renewal in case the Insured lodges for and is allowed a claim under any section of the Motor Policy, provided always that

a. The vehicle is Renewed with us.
b. The rate of NCB allowed at the time of renewal will be same as that enjoyed by Insured prior to the loss, except in cases of Sunset Clause, where the rate of NCB will be brought down to 50%.
c. There was only one single claim lodged in the entire Policy period on the Motor Policy.
d. The insured vehicle is repaired in a Company Authorized Garage.

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

8. TYRE GUARD

What is Covered:

In consideration of payment of additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that the Package Policy is extended to cover loss or damage to tyre(s) of the Insured Vehicle arising out of accidental external means, or out of an operation of an insured peril due to which the Insured vehicle is also damaged.

The Company will indemnify You for the cost of replacing the damaged tyre(s) with a new equivalent or near equivalent tyre(s) of similar make, model and specification, subject to the Basis of Loss Settlement Criteria as specified herein below.

Basis of Loss Settlement:

Where the Loss or Damage to Tyre(s) is caused by accidental external means, the liability of the Company shall not exceed the residual tread depth of the tyre(s) at the time of loss as shown in the below table:

Mean Residual Tread Depth of the Tyre(s) at the Time of Loss	Admissible Claim Amount
>= 7 mm	100% of the cost of new tyre(s)
>=6.5 and <=6.9 mm	85% of the cost of new tyre(s)
>=5 mm and <=6.4 mm	75% of the cost of new tyre(s)
>=3mm and <= 4.9 mm	50% of the cost of new tyre(s)
< 3mm	Nil

The tyre will be measured at the center of the tread and the mean of minimum three readings will be taken for the purpose of arriving at the mean residual tread depth which will be the basis of indemnity under this coverage.

Where the Loss or Damage to Tyre(s) is caused by an operation of an insured peril due to which the Insured Vehicle is also damaged and covered under "Own Damage" section of the Motor Insurance Policy, the liability of the Company shall be restricted to the difference between admissible claim amount under the add on cover based on Residual Tread Depth of the Tyre(s) at the time of loss as mentioned in above table and the liability of the company limited to 50% of the cost of replacement of Tyres and Tubes as stated under the "Own Damage" section of Motor Insurance Policy.

In consequence whereof the exclusion appearing in the Package Policy Terms and Conditions which reads as "damage to tyres and tubes unless the vehicle is damaged at the same time when the liability of the Company is limited to 50% of cost of replacement" stands deleted

Specific Conditions:

1. If due to any reason whatsoever, You replace tyre(s) of the Insured Vehicle on Your own, it is Your obligation to inform Us about such change with necessary details of the new tyre(s) including but not limited to the make, model and batch number.
2. The benefits under 'Tyre Cover' can be utilized only for a maximum of four (4) tyre(s) of the Insured Vehicle during the Policy Period

Specific Exclusions:

1. Any loss or damage occurred prior to inception of the policy
2. Where a loss is covered under manufacturer's warranty or recall campaign or under any other such packages at the same time.
3. Where the batch number of damaged tyre(s) is different than the make, model or batch number specified in the Schedule

4. Tyre(s) with scratches, noise and vibrations that do not affect product function or performance and/ or damages which are consequential in nature.
5. Any loss or damage that results from modification, neglect of the periodic maintenance, normal wear and tear ,operating methods not mentioned in the owner's manual and approved by the manufacturers of Insured Vehicle.
6. Any loss or damage that results from poor workmanship and running of the vehicle with deflated tyre(s) and /or due to improper storage and/or transportation of insured vehicle.
7. Any loss or damage arising due to theft of tyre(s) and/ or illegal activities and are fraudulent in nature.
8. Any loss or damage resulting from hard driving due to race or rally
9. Any expenses incurred, due to any reason whatsoever, in routine maintenance such as wheel alignment, wheel balancing and tyre rotation of the Insured Vehicle
10. Expenses related to personal injury or property damage arising out of damage to the tyre(s) of the Insured Vehicle.
11. Any expenses incurred on towing, safe guarding and/or repair and replacement labour charges of the Insured Vehicle arising out of damage to the tyre(s) of the Insured Vehicle
12. Any loss or damage to rims, wheel accessories, suspension or any other part or accessories of the Insured Vehicle arising as a result of damage to the tyre(s) of the Insured Vehicle .
13. If the vehicle is not repaired at authorized garage.
14. Tyre(s) worn out due to natural wear & tear
15. Any damage arising out of use beyond limitations of load, passenger capacity and speed, as specified in the Manufacturer's manual.
16. Tyre(s) which has been used for its full life as per manufacturer's guidelines.
17. The vehicle is repaired in a garage / workstation - post the approval by our authorized surveyor. If the vehicle is repaired at any other place without the authorization of our surveyor, this cover will not be applicable.

9. COVER FOR CONSUMABLES

In consideration of the payment of an additional premium by the Insured, it is hereby agreed and declared subject to the terms, exceptions, conditions and limitations of the Policy that Company hereby extends the Policy, to cover expenses incurred by the Insured towards consumable items in the event of damage to the vehicle insured and/or its accessories, arising out of perils covered under the Policy.

For the purpose of this endorsement, consumable items will mean nut and bolt, screw, washers, grease, lubricants clips, Gear box oil, ac gas, bearings, distilled water, engine oil, oil filter, fuel filter, and break oil.

Conditions Applicable:

1. Claim under section 1 of the Policy must be valid and admissible
2. The vehicle is repaired in a garage / workstation post the approval by our authorized surveyor. If the vehicle is repaired / replaced at any other place without the authorization of our surveyor, the incident will be treated as a separate claim and the No Claim Bonus and excess will be affected.

Specific Exclusions:

1. Damage caused by an uninsured peril.
2. Manufacturing defects.
3. This cover is available only for vehicles up to 10 years old that are currently being manufactured and are not obsolete.

10. INABILITY TO DRIVE DUE TO INJURY

What is covered:

In consideration of the payment of additional premium by the Insured and realized by the Insurer, notwithstanding anything contrary contained in the Policy, it is hereby understood and agreed that for the purpose of this Policy, in an event of an accidental loss of the vehicle which results in a valid claim under the base policy, wherein Insured gets injured and is unable to drive, we will pay Insured as per the limit defined in the policy schedule towards the traveling cost of an alternative transport used for a maximum period of two months.

Conditions applicable:

1. We will not pay under this cover for any alternative transport costs incurred within the first seven days from the date of loss or for an incident in which the Insured obtained a driving conviction.
2. The inability to drive is subject to providing treating doctors fitness certificate and also confirmation from our panel of doctors. Following supporting documents to be provided as and when required.
   a) Certificate from a treating orthopedician / orthopedic surgeon certifying the injury / disability as a potent reason for disabling the insured to drive his vehicle in his own capacity.
   b) Medical diagnostic records like X-ray reports, USG reports, CT-Scan, MRI Scan, PET scan or any relevant medical records to establish the diagnosis of the disability / injury.

Maximum two such events in a policy period is covered.

11. RIM SAFEGUARD

What is covered:

In consideration of payment of additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that the Insured Vehicle Package policy is extended to cover loss or damage to the wheel rim(s), if during the Policy Period wheel rim(s) of the Insured Vehicle is physically damaged or warped as a result of a blowout or as a result of it being driven over potholes, kerbs or other road debris.

We will indemnify You for the cost of replacing the damaged wheel rim(s) with a new or near equivalent wheel rim(s) of similar make, model and specification.

Specific Conditions

This cover will be provided only to the vehicles fitted with Tubeless Tyres or Run Flat Tyres. The benefits under 'Rim Safeguard' can be utilized only for a maximum of four (4) wheel rim(s) of the Insured Vehicle during the Policy Period.

If due to any reason whatsoever, You replace wheel rim(s) of the Insured Vehicle on Your own, it is Your obligation to inform Us about such change with necessary details of the new wheel rim(s) including but not limited to the identification number. It may be noted that the Company shall not be liable to any loss or damage to any wheel rim whose identification number has not been informed to Us and not stated in the endorsement document.

Specific Exclusions

We will not pay any claim for damage to the rim(s) of the Insured Vehicle which is caused by, arises from or is any way connected with:

1. Any loss or damage occurred prior to inception of the policy
2. Any damage to rim(s) of the Insured Vehicle fitted with tyres other than Tubeless Tyres or Run Flat Tyres;
3. Any form of damage resulting from a collision or any accidental fire or theft damage to the Insured Vehicle;
4. Non damaged rims for the purpose of matching a set of rims;

5. Where a loss is covered under manufacturer's warranty or recall campaign or under any other such packages at the same time
6. Wheel rim (s) with scratches, noise and vibrations that do not affect product function or performance and/or damages which are consequential in nature.
7. Any loss or damage that results from modification, neglect of the periodic maintenance, operating methods not mentioned in the owner's manual and approved by the manufacturers of Insured Vehicle.
8. Any loss or damage arising due to theft of Rims (s) and/ or illegal activities and are fraudulent in nature and/ or resulting from hard driving due to race or rally
9. Any expenses incurred, due to any reason whatsoever, in routine maintenance such as wheel alignment, wheel balancing and tyre rotation, of the Insured Vehicle
10. Expenses related to personal injury or property damage arising due to damage of the Rim(s) of the Insured Vehicle
11. Any expenses incurred on towing, safe guarding and/or repair and replacement labour charges , consumables arising out of damage to the rim(s) of the Insured Vehicle
12. Any loss or damage to suspension or any other part or accessories of the Insured Vehicle arising as a result of damage to the rim (s) of the Insured Vehicle
13. Any loss or damage arising as a result of poor workmanship at the time of manufacturing/ assembling/ disassembling and/or repair of the Wheel Rim(s) and / or due to improper storage and/or transportation of the Wheel Rim (s).
14. Any loss or damage arising out of ageing, normal wear and tear, corrosion and/or oxidation of the wheel rim(s) of the Insured Vehicle.
15. Any damage arising out of use beyond limitations of load, passenger capacity and speed, as specified in the Manufacturer's manual.
16. The vehicle is repaired in a garage / workstation post the approval by our authorized surveyor. If the vehicle is repaired at any other place without the authorization of our surveyor, this cover will not be applicable.

Definitions:

1) Company: Company shall mean Magma General Insurance Limited
2) Insured Vehicle: The vehicle insured by Us under the Package Policy
3) Policy/base Policy/Motor Insurance Policy: Package Policy issued by Us to which this cover is extended
4) Policy Period: The period between and including the commencement date and expiry date as shown in the Package Policy Schedule
5) Rim: Rim means the rim of the wheels on your motor vehicle, excluding any other part of the wheel assembly, such as the wheel hub, brakes, bearings or axle.
6) Run Flat Tyre means a tyre that is designed to resist the effects of deflation when punctured enabling a vehicle to continue to be driven, usually at reduced speeds and for a limited distance.
7) Schedule: The Schedule and any Annexure or Endorsement to it which sets out Your personal details and the type of insurance cover in force
8) We, Our, Us, Company: Magma General Insurance Limited
9) You, Your, Yourself: The person We insure as set out in the Schedule

12. BASIC ROAD-SIDE ASSISTANCE

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company will provide the following services:

1. **Mechanical & Electrical Breakdown:** In the event, that the insured vehicle is immobilized on a public road due to any mechanical or electrical breakdown, the Company shall

   a. Arrange for an automobile technician to attend to the insured vehicle on the spot of such breakdown to help mobilize the vehicle on its own power.

   b. Arrange for the towing of the insured vehicle to a nearest Repair shop/ Garage, if mobilization of the insured vehicle is not possibleby carrying out such repairs on spot.

   c. Provide for custody and storage of the insured vehicle until the Repair shops/Garages re- open, if the Repair shops/Garages are closed due to holidays or night hours.

   d. Undertake to locate, procure and deliver spare parts required for repair to the Repair shop/ Garage within 72 (seventy two) hours, if such spare parts are not available with the Repair shop/ Garages, provided that the parts are available in the open market within the geographical limits of India.

Exclusions

   a. Cost of parts or replacement elements or consumables and their transportation cost to the site of breakdown in case repairs are carried out on spot of breakdown. 3 Stand-alone Own Damage Add-on Cover (for Private Car)

   b. Cost of parts or replacement elements or consumables and their transportation cost to the Repair shop/Garage, in case the same is not available with them.

   c. Entire cost of Repair shop/Garage's bill, if the insured vehicle has had to be towed to any Repair shop/Garage for repairs.

   d. Cost of towing beyond 30 kilometers from the spot of breakdown of the insured vehicle.

   e. Charges of the automobile technician, if the vehicle could be transferred on its own power on self-propelled basis to the nearest Repair shop/Garage without his intervention.

   f. Any payment to a third-party for on-spot repair/towing/storage/recovery by the Insured or on his behalf, unless specifically agreed by the Company.

2. **Accidental Immobilization:** In the event, that the insured vehicle is immobilized on a public road due to any accident covered by the Policy, the Company shall

   a. Arrange for towing of the insured vehicle to the nearest Company's Authorized Repair shop/Garage.

   b. Provide for custody and storage of the insured vehicle until the Repair shop/Garage re- open, if such Repair shop/Garage being closed due to holidays or night hours.

Exclusions

   a. Cost of towing beyond 50 kilometers from the spot of such accident of the insured vehicle.

   b. Any payment to a third-party for towing/storage/recovery by the Insured or on his behalf, unless specifically agreed by the Company.

3. **Flat Tyre:** In the event, that the insured vehicle is immobilized on a public road, due to a flat tyre caused by puncture of or damage to the tyre /tube/valve or bolts of the tyre, the Company shall

   a. Arrange for an automobile technician to attend to the insured vehicle on the spot of such event to replace the flat tyre with the spare tyre carried in the insured vehicle.

Exclusions

   a. Cost of parts or replacement elements or consumables and their transportation cost to the site of immobilization due to flat tyre in case repairs are carried out on spot of immobilization.

   b. Entire cost of tyre Repair shop/Garage's bill, and their transportation cost to and from the site of immobilization if the flat tyre had to be taken to any Tyre Repair shop/Garage for repairs.

4. **Dead Battery:** In the event, that the engine of the insured vehicle fails to start due to a dead battery, the Company shall

a. Arrange for an automobile technician to attend to the Insured vehicle on the spot of such event, to help jump start the vehicle so that it can be driven on its own power on self- propelled basis to the nearest Repair Shop/Garage.

Exclusions

a. Cost of parts or replacement elements, consumables and recharging of battery and its/ their transportation cost to and from the site of immobilization due to dead battery in case battery jump start could not be carried out on spot of immobilization.

b. Entire cost of replacement battery and its transportation cost to the site of immobilization if the dead battery had to be replaced by another.

5. Keys Locked-In : In the event, that the insured vehicle is immobilized on a public road, due to loss of its keys, or its keys being either locked inside the vehicle or broken, resulting in a situation where the Insured is unable to gain entry into the insured vehicle, the Company shall

a. Locate and retrieve duplicate set of keys under due authorization of the Insured to do so and deliver such keys to the Insured or his authorized representative upon production of personal identification and authorization.

b. Arrange for an automobile technician to attend to the insured vehicle on the spot of such event in order to attempt the opening of the vehicle door with normally available tools, if the Insured desires to attempt opening the vehicle, since retrieval of a duplicate set of keys would be time consuming,.

Conditions

Personal Identification details of the insured matching with the Policy and vehicle records shall be produced for verification by the automobile technician, before any such attempt to reopen the vehicle is undertaken.

6. Contamination/ Incorrect or Running Out of Fuel : In the event that the insured vehicle is immobilized on a public road at least one kilometer away from the nearest petrol pump, due to the insured vehicle running out of fuel, or the fuel in the insured vehicle being incorrect or contaminated, the Company will

a. Arrange for delivery/ replacing/ changing the fuel – as the case may be, up to a maximum of ten liters- on the spot where the insured vehicle stands immobilized.

Exclusions

a. This service is not available if the Fuel type of the insured vehicle is other than Petrol or Diesel.

b. Actual cost of the Fuel.

Exclusions applicable to Basic Roadside Assistance

Notwithstanding anything mentioned above, the services under this Add-On cover will not be available outside the geographical limits of India, as well as under the following circumstances:

1. Confiscation/ Intervention by Legal Authority: Any immobilization of the insured vehicle due to or arising out of confiscation, intervention, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted Authority.

2. Natural Catastrophe: Any immobilization of the insured vehicle due to any Natural catastrophe like Flood, Storm, Tempest, Cyclone, Earthquake, Tsunami, Volcanic eruption. The service will also be not available if accessibility to the insured vehicle is cutoff due to Inundation, Landslide, rockslide or other convulsions of nature.

3. War/ Riot/ Terrorism: Any immobilization of the insured vehicle during or as a consequence of war, ninvasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, terrorism, riot, civil commotion or loot or pillage in connection with it. Above mentioned coverage's will be provided by the Service provider on behalf of the Company.

NOTE:
In order to avail of the above services, the Insured should ring up the following toll-free number and provide the details asked for.

Toll Free Number:
MTNL/BSNL : 1800-XXX-XXX
Others : 1860-XXX-XXXX

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

13. MEDICAL EXPENSE EXTENSION

What is covered:

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that We will cover the Hospitalization medical expenses incurred by the insured person(s) for treatment required as a result of an accident in the insured vehicle during the policy period. Our maximum liability under this cover will be as per the limit mentioned against this cover in the Policy Schedule.

Following medical expenses will be covered:

a) Medical Practitioners', anesthetist's, Surgeon's and other specialists' fees

b) Room Rent and other boarding charges.

c) ICU Charges

d) Operation theatre charges

e) Diagnostic procedures' charges

f) Medicines, drugs and other consumables as prescribed by the Medical Practitioner

g) Qualified Nurses' charges

h) Intravenous fluids, blood transfusion, injection administration charges

i) Anesthesia charges, Blood, Oxygen, operation theatre charges, surgical appliances

j) The cost of prosthetics and other devices or equipment if implanted internally during a Surgical Procedure.

Limit of coverage:

Sum Insured specified against this Add on is available to each such insured person separately. This limit is our maximum liability per insured person per policy year. Claim will be payable under this add on for all such person and total liability of the insurer shall not in the aggregate exceed the sum insured specified in policy schedule against this add on during any one period of insurance in respect of all such person.

Option 1 :

1. Actual expenses incurred, or

2. 10% of the Capital Sum Insured or

3. 25% of the admissible Personal Accident claim amount, whichever shall be less.

Option 2 :

1. Actual expenses incurred, or

2. 20% of Capital Sum Insured, or

3. 40% of the admissible Personal Accident Claim amount, whichever shall be less

Definitions:

a) **Accident** means sudden, unforeseen and involuntary event caused by external visible and violent means.

b) **Hospital** means any institution established for in-patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said act or complies with all minimum criteria as under:

i. Has qualified nursing staff under its employment round the clock;

ii. Has qualified medical practitioner(s) in charge round the clock;

iii. Has a fully equipped operation theatre of its own where surgical procedures are carried out;

iv. Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

c) **Hospitalization** means admission in a hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

d) **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

e) **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner

f) **Insured person(s)** includes Owner driver, Unnamed passenger(s) and the paid driver, where unnamed passenger(s) means a person or persons travelling by the insured vehicle, who is/are neither the Owner Driver of the insured vehicle or its Paid Driver. The number of such Un-named Passengers covered should be equal to the Registered Carrying Capacity of the insured vehicle.

g) **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

h) **ICU (Intensive Care Unit) Charges** means the amount charged by a Hospital towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges.

i) **Surgery or Surgical Procedure**: Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.

j) **Medical Practitioner:** Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy setup by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.

k) **Medically Necessary Treatment:** Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:

a. is required for the medical management of the illness or injury suffered by the insured;

b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;

c. must have been prescribed by a medical practitioner;

d. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

l) **Unproven/Experimental treatment:** Unproven/Experimental treatment means the treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

Conditions Applicable:

1) This cover is applicable only if Personal Accident cover for the respective insured person under section 3 of Indian Motor Tariff has been opted in the base policy.
2) The Claim under this extension cover will be applicable only if the claim is admissible under section 1 of the base policy.
3) This cover is applicable for treatment in India only.
4) All claims under this policy will be settled on reimbursement basis only.

Specific Exclusions:

We will not be liable to pay a claim under this Add on cover in case of any claims arising out of or related to the following:

1. No. of persons/passengers in the vehicle at the time of occurrence of such injury were more than the same as specified in the registration certificate.
2. Death or injury directly or indirectly wholly or in part arising or resulting from traceable to intentional self-injury suicide or attempted suicide.
3. An accident happening whilst such driver person is under the influence of intoxicating liquor or drugs or
4. Claim with respect to Driver person in case of accident arising due to over speeding beyond the limits as defined by the road authority.
5. Injury directly or indirectly caused by or arising from or attributable to war, invasion, act of foreign enemy, war like operation (whether war be declared or not), terrorism acts, nuclear weapon.
6. Any expense on treatment of Insured Person as outpatient only
7. Any expense on Naturopathy, non-allopathic treatment and/or any experimental or unproven treatment.
8. Any expense related to Injury suffered whilst engaged in adventurous sports - para-jumping, rock climbing, mountaineering, motor racing, horse racing or deep-sea diving.

Necessary claim documents:

1. Duly Completed and signed Claim Form
2. Attested copy of FIR/ Panchanama / Inquest Panchanama.
3. Complete medical records/reports including investigation /Lab reports (X-Ray, MRI etc.) in case of disability claim.
4. Postmortem report, if conducted.
5. Discharge summary, Pharmacy bills, Medical Practitioner reports,

Any other documents as requested by the Claims Department which is/are relevant to the coverage under the policy.

We, at Our own expense, shall have the right and opportunity of Your medical examination through Our appointed agents whose details will be notified to You when and as often as We may reasonably require during the pendency of a claim hereunder. Your or Your estate's compliance with the need for such examination is a condition precedent to establishing liability under the Policy.

Claim intimation & Submission:

Preliminary intimation of claim with particulars relating to Policy Number, name of the Insured Person in respect of whom claim is made, nature of Illness/Injury and name and address of the attending Hospital, must be provided to Us at least 72 hours before admission to the Hospital in case of planned Hospitalization, and within 24 hours of admission in the Hospital, in case of Emergency Hospitalization.

The claim form, all claim documents along with the attending Medical Practitioner's certificate duly filled and signed in all respects with the above-mentioned claim documents will be submitted by claimant, at his/her own expenses, to Us not later than 30 days from the date of discharge from the Hospital.

We may provide condonation in delay in intimation and claim document submission from timelines as specified above.

Subject otherwise to the terms exceptions condition & limitations of the base policy.

14. LOSS OF INCOME

In consideration of the payment of an additional premium by the Insured as mentioned in the schedule and realization thereof by Us, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations that, We will pay the insured the amount as per the option shown in the schedule towards loss of income in case the Insured Vehicle meets with an accident and vehicle is under repair arising out of a covered peril mentioned in section 1 of the Policy. The maximum number of days for which we will pay the loss of Income is limited to the option you have selected or vehicle repair time whichever is lesser.

The daily benefit amount that You can opt is in multiple of Rs 500 upto a maximum of Rs 10000. The options available to select the number of days is 7,14,21 and 30.

Specific exclusions:

We will not be liable to pay any claim under this Add on if

1) You are claiming only for windscreen or any other glass damage under section 1 of the Policy
2) Claim under section 1 is not valid & admissible
3) In case of total loss and constructive total loss we will provide complete benefit as opted by You.

Conditions Applicable:

1) It will be condition precedent to the liability that vehicle must be in commercial use for minimum 30 days prior to the date of accident resulting into claim under this coverage substantiated by valid documentary evidence.
2) The vehicle is repaired in a garage / workstation of our choice post the approval by our authorized surveyor. If the vehicle is repaired at any other place without the authorization of our surveyor, this cover will not be applicable.
3) The repair time has to be certified by the surveyor appointed to assess the loss by the insurance company.
4) Actual repair time will be counted from the next calendar day of assessment of loss by the surveyor and shall end on the day of intimation regarding delivery of repaired vehicle is given to insured or the Company.
5) There will be a deductible of 3 days from the date when the vehicle repair starts.

Definitions:

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

15. COVER FOR KEY REPLACEMENT

In consideration of the payment of an additional premium as specified and shown in the Schedule, the Company will, in the event of

1. Vehicle Keys being lost, OR
2. Vehicle Keys being stolen, OR
3. Vehicle lock being broken at the time of burglary or attempted burglary reimburse the Insured, the cost of replacing the vehicle keys, by a new set of lock & keys, provided always that
    a. In case of lost or stolen keys, all other duplicates of the lost or stolen keys are to be deposited with the Company
    b. In case the vehicle lock is broken at the time of burglary or attempted burglary, the entire set of old keys are to be deposited with the Company
    c. The Company is provided with a copy of FIR lodged with Police by the Insured confirming the date and time of the incident
    d. The replacement should be carried out in a Company Authorised Garage.
    e. Any items replaced under this Endorsement, will be of the same type, quality, quantity, or standard as the ones which were lost, stolen or replaced.

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

16. ADDITIONAL TOWING

In consideration of payment of additional premium, it is hereby agreed and declared that in the event of the Insured Vehicle being disabled by reason of loss or damage admissible under the terms and conditions of Section I of the Policy, Company will bear the reasonable cost of towing the Insured Vehicle from the spot of accident to the nearest repairer as approved by the Company upon submission of proof of expense incurred by you, subject to a maximum limit as specified on the Schedule. The benefits under 'Towing Cover' shall be available in excess of the amount payable under Section I of the Policy.

Exclusions

In addition to the exclusions mentioned under the Policy, Company will not be liable to indemnify the Insured for the following events:

1. Where the own damage claim made by Insured against the Company under Section I of the Policy is not payable under the Policy
2. Any consequential loss arising out of claims lodged under Towing Cover
3. Where a loss is covered under any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time