

**LONG TERM TWO WHEELER
INSURANCE POLICY WORDING-
PACKAGE**

LONG TERM TWO WHEELER INSURANCE POLICY WORDING - PACKAGE

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 HDI GENERAL INSURANCE COMPANY LIMITED (hereinafter called "the Company") for the insurance hereinafter contained and has paid the premium mentioned in the Schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance. (The term **two wheeler** referred to in this Policy will include motor cycle/scooter / auto cycle or any other motorised two wheeled vehicle mentioned in the Schedule)

NOW THIS POLICY WITNESSETH:

That subject to the Terms Exceptions and Conditions contained herein or endorsed or expressed hereon;

SECTION I – LOSS OF OR DAMAGE TO THE VEHICLE INSURED

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

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

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

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

(5) Rate of depreciation for painting: In the case of painting, depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of the total painting charges for the purpose of applying the depreciation.

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
 - (b) damage to Tyres and Tubes unless the vehicle is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement.
 - (c) loss or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time ; and
 - (d) any accidental loss or damage suffered whilst the Insured or any person driving 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 in all, Rs.300/- 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.150/-;
 - (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.

POLICY PERIOD

Means the period commencing from policy start date and hour and terminating on the policy end date and hour as specified in the schedule of the policy

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

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

THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

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

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

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

The insured vehicle shall be treated as a CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the Policy, exceeds 75% of the IDV of the vehicle.

SECTION II – LIABILITY TO THIRD PARTIES

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

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

2. The Company will pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the limitations of the indemnity granted by this Section to the Insured, the Company will indemnify any driver who is driving the vehicle on the Insured’s order or with Insured’s permission provided that such driver shall as though he/she was the Insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
4. In the event of the death of any person entitled to indemnity under this Policy the Company will in respect of the liability incurred by such person indemnify his/her personal 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.

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.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

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

APPLICATION OF LIMITS OF INDEMNITY

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

SECTION III – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

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

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

Provided Always that:

- A. 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. 1 lakh during any one period of insurance.
- B. 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.
- C. Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the Insured.

This cover is subject to

- (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.

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 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 or 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. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
 - (a) For total loss / constructive total loss of the vehicle - the **Insured's Declared Value (IDV)** of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
 - (b) For partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
4. 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.
5. Double Insurance: When two policies are in existence on the same vehicle with identical cover, one of the policies may be cancelled. Where one of the policies commences at a date later than the other policy, the policy commencing later is to be cancelled by the insurer concerned. If a vehicle is insured at any time with two different offices of the same insurer, 100% refund of premium of one policy may be allowed by canceling the later of the two policies. However, if the two policies are issued by two different insurers, the policy commencing later is to be cancelled by the insurer concerned and pro-rata refund of premium thereon is to be allowed. If however, due to requirements of Banks/Financial Institutions, intimated to the insurer in writing, the earlier dated policy is required to be cancelled, then refund of premium is to be allowed after retaining premium at short period scale for the period the policy was in force prior to cancellation. In all such eventualities, the minimum premium as specified in the tariff is to be retained. In either case, no refund of premium can be allowed for such cancellation if any claim has arisen on either of the policies during the period when both the policies were in operation, but prior to cancellation of one of the policies.
6. Cancellation:
 - A) The Company may cancel the Policy by sending fifteen days notice by recorded delivery to the Insured at Insured's last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force.
 - B) The Policy may be cancelled at any time by the Insured on seven days' notice by recorded delivery and the insured will be entitled to a return of premium less premium retained at the Company's Short Period rates for the period the Policy has been in force. Refund of the premium will be subject to
 - a. Retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons).
 - b. Where the ownership of the vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.
 - c. In case of no claim made by insured, the insured shall be entitled for premium refund as per the short period scale provided below

Table for Cancellation initiated by insured - Short period scale (No claim) – Premium retention %.

Premium Retention Rate	Tenure		
	1	2	3
20%	Not exceeding 1 month	Not exceeding 4 months	Not exceeding 9 months
30%	Exceeding 1 month but not exceeding 2 months	Exceeding 4 months but not exceeding 6 months	Exceeding 9 months but not exceeding 12 months
40%	Exceeding 2 months but not exceeding 3 months	Exceeding 6 months but not exceeding 8 months	Exceeding 12 months but not exceeding 15 months
50%	Exceeding 3 months but not exceeding 4 months	Exceeding 8 months but not exceeding 10 months	Exceeding 15 months but not exceeding 18 months
60%	Exceeding 4 months but not exceeding 5 months	Exceeding 10 months but not exceeding 12 months	Exceeding 18 months but not exceeding 21 months
70%	Exceeding 5 months but not exceeding 6 months	Exceeding 12 months but not exceeding 14 months	Exceeding 21 months but not exceeding 24 months
80%	Exceeding 6 months but not exceeding 7 months	Exceeding 14 months but not exceeding 16 months	Exceeding 24 months but not exceeding 27 months
90%	Exceeding 7 months but not exceeding 8 months	Exceeding 16 months but not exceeding 18 months	Exceeding 27 months but not exceeding 30 months
Full premium	Exceeding 8 months	Exceeding 18 months	Exceeding 30 months

- d. In case where claim is made, the insured shall be entitled for premium refund as per the short period scale mentioned below

Table for Cancellation initiated by insured – short period scale (partial loss) -

Policy Period	Policy period in which request is received	Refund Rate
1 Year	<=12 months	0%
2 year	<=12 months	30%
	>12 months	0%
3 years	<=12 months	40%
	12 months to <=24 months	20%
	>24 months	0%

- C) In case of policy being cancelled by virtue of total loss, proportion of premium may be refunded for the unexpired years from the date of the cancellation as referred in below table.
While refunding the Third Party section premium, for unexpired tenure would be paid in full, retaining complete period for expired tenure.

Policy Period	Policy period in which total loss has occurred	Refund Rate
1 year	<=12 months	0%
2 year	<=12 months	40%
	>12 months	0%
3 years	<=12 months	50%
	12 months to <=24 months	30%
	>24 months	0%

- D) A policy can be cancelled only after ensuring that the vehicle is insured elsewhere, at least for the liability only cover and after the surrender of original certificate of insurance for cancellation

- E) The Company may at any time, cancel this Policy on grounds of mis-representation, fraud, non-disclosure of material facts, or Your non-cooperation, by giving 15 days' notice in writing by Registered post/Acknowledgement Due post to You at Your last known address

7. 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.

8. 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 preferable 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.
9. 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.
10. Mid-term inclusion/cancellation of extra benefits shall not be permitted more than once during the currency of a policy.
11. On matters relating to any of the provisions of the India Motor Tariff, clarifications and interpretations given by the Tariff Advisory Committee will be final and binding on all concerned.
12. 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

NO CLAIM BONUS:

No Claim Bonus (NCB) can be earned only in the Own Damage section of Policies covering all classes of vehicles. No NCB can be allowed when a policy is not renewed within 90 days of its expiry.

No Claim Bonus, wherever applicable, will be as per the following table, which will be applicable for migrating from annual to Long-term as well as Long-term to Annual policy.

The entitlement of NCB shall follow the fortune of the original insured and not the vehicle or the policy. In the event of transfer of interest in the policy from one insured to another, the entitlement of NCB for the transferee will be as per transferee's eligibility for Two Wheeler policy following the transfer of interest. Where the insured is an individual, and on his/her death the custody and use of the vehicle pass to his/her spouse and/or children and/or parents, the NCB entitlement of the original insured will pass on to such person/s to whom the custody and use of the vehicle passes.

The percentage of NCB earned on a vehicle owned by an institution during the period when it was allotted to and exclusively operated by an employee shall be passed on to the employee if the ownership of the vehicle is transferred in the name of the employee. This will however require submission of a suitable letter from the employer confirming that prior to transfer of ownership of the vehicle to the employee, it was allotted to and exclusively operated by the employee during the period in which the NCB was earned.

In the event of the insured, transferring his insurance from one insurer to another insurer, the transferee insurer shall allow the same rate of NCB which the insured would have received from the previous insurer subject to submission of evidence of the insured's NCB entitlement either in the form of a renewal notice or a letter confirming the NCB entitlement from the previous insurer.

Where the insured is unable to produce such evidence of NCB entitlement from the previous insurer, the claimed NCB may be permitted after obtaining from the insured a declaration as per the following wording:

"I / We declare that the rate of NCB claimed by me/us is correct and that no claim has arisen in the expiring policy period (copy of the policy enclosed). I/We further undertake that if this declaration is found to be incorrect, all benefits under the policy in respect of Section I of the Policy will stand forfeited."

If an insured vehicle is sold and not replaced immediately, or laid up, NCB, if any, may be granted only on a subsequent insurance and not any subsisting insurance, provided such fresh insurance is effected within 3 (three) years from the date of sale of insured vehicle or laid up. The rate of NCB applicable to the fresh policy shall be that earned at the expiry of the last 12 months period of insurance at least.

On production of evidence of having earned NCB abroad, an insured shall be granted NCB on a new policy taken out in India as per entitlement earned abroad, provided the policy is taken out in India within three years of expiry of the overseas insurance policy, subject to relevant provisions of NCB mentioned herein. NCB slab will be allowed as per table above corresponding to the claim free years as certified by insurer abroad.

Sunset Clause: If at the renewal falling due any time between 1st July 2002 and 30th June 2003, both days inclusive, (after completion of the full policy period of 12 months) an insured becomes entitled to an NCB of 55% or 65% in terms of the Tariff prevailing prior to 1st July 2002, the entitlement of such higher percentage of NCB will remain protected for all subsequent renewals till a claim arises under the policy, in which case the NCB will revert to 'Nil' at the next renewal. Thereafter, NCB if any earned, will be in terms of the above table. No claim bonus will only be allowed provided the policy is renewed within 90 days of the expiry date of the previous policy.

Where annual policy is renewed as a long term, or where it is not company's own renewal NCB to be governed by the provision of GR 27 of the erstwhile tariff (As mentioned in the table below).

ALL TYPES OF VEHICLES	% OF DISCOUNT ON OWN DAMAGE PREMIUM
No claim made or pending during the preceding full year of insurance	20%
No claim made or pending during the preceding 2 consecutive years of insurance	25%
No claim made or pending during the preceding 3 consecutive years of insurance	35%
No claim made or pending during the preceding 4 consecutive years of insurance	45%
No claim made or pending during the preceding 5 consecutive years of insurance	50%

Following slabs will be applicable as NCB during the renewal of Long term two wheeler policy

Previous Policy Tenure	Entry NCB Slab	Total no of claims during policy period			
		0	1	2	>=3
2	0	25	20	0	0
	20	35	25	0	0
	25	45	35	0	0
	35	50	45	0	0
	45	50	50	0	0
	50	50	50	0	0
3	0	35	25	20	0
	20	45	35	25	0
	25	50	45	35	0
	35	50	50	45	0
	45	50	50	45	0
	50	50	50	45	0

The above entitle of NCB will be applicable only when our own long term two wheeler package policy is renewed as a long term two wheeler package policy.

Illustration:

At the time of our own renewal if insured is enjoying 20% NCB and his previous policy tenure is 2 years then subject to no claim in the preceding 2 years he is eligible for 35% NCB, subject to 1 claim in the preceding 2 years he is eligible for 25% NCB & subject to 2 or more claim in the preceding 2 years he is eligible for 0% NCB.

INDIA MOTOR TARIFF 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 ` is charged/ allowed to the insured. Subject otherwise to the terms exceptions conditions and limitations of this Policy.

IMT.5. HIRE PURCHASE AGREEMENT

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

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

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

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

IMT.6. LEASE AGREEMENT

It is hereby understood and agreed that (hereinafter referred to as the Lessors) are the Owners of the vehicle insured and that the vehicle insured is the subject of a Lease Agreement made between the Lessor on the one part and the Insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the Insured under this Policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Lessors as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this policy is issued to the Insured namelyas 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 insurer 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.8. DISCOUNT FOR MEMBERSHIP OF RECOGNISED AUTOMOBILE ASSOCIATIONS

It is hereby understood and agreed that in consideration of Insured's membership of** a discount in premium of Rs.....* is allowed to the insured hereunder from .././.....

It is further understood and agreed that if the Insured ceases to be a member of the above mentioned association during the currency of this Policy, the Insured shall immediately notify the Company accordingly and refund to the Company, a proportionate amount of the discount allowed on this account for the unexpired period of the cover.

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

* For full Policy period, the full tariff discount to be inserted. For mid-term membership, pro-rata proportion of the tariff discount for the unexpired Policy period to be inserted.

** Insert name of the concerned Automobile Association.

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 insurer 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 182 LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS, in consideration whereof

a) # the insurer 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 insurer 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 . 183

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

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

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

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

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

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

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

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

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

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

It is hereby understood and agreed that the Company 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.15. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER OR CLEANER (Applicable to motorized Two-wheelers with or without side car <not for hire or reward>)

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

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

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.16. PERSONAL ACCIDENT TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER OR CLEANER

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 injuries hereinafter defined sustained by any passenger other than the Insured and/or the paid driver, attendant or cleaner and/or a person in the employ of the Insured coming within the scope of the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the Insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in the insured motor car and caused by violent accidental external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in :-

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

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.
- (4) not more than ...** persons/passengers are in the vehicle insured at the time of occurrence of such injury.

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

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

** The registered sitting capacity of the vehicle insured to be inserted.

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

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

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

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.18. PERSONAL ACCIDENT TO UNNAMED HIRER AND UNNAMED PILLION PASSENGERS
(Applicable to Motorised Two wheelers with or without side Car)**

In consideration of the payment of an additional premium, it is hereby understood and agreed that the Company undertakes to pay compensation to any unnamed hirer/ driver/ any unnamed pillion/ sidecar passenger* on the scale provided below for bodily injury caused by violent accidental external and visible means whilst mounting into/onto and/or dismounting from or traveling in/on the vehicle insured which independently of any other cause shall within three calendar months of the occurrence of such injury result in :-

Details of Injury	Scale of Compensation
-------------------	-----------------------

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

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.
- (4) not more than persons/passengers are in the vehicle insured at the time of occurrence of such injury.

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

* Delete if P.A cover for unnamed pillion / side car passenger is not taken

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

IMT.19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY

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

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

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

* Insert 'Condition 3' in the case of the Private Car and Motorized 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's liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to the Insured or held in trust or in custody or control of the Insured

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

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

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

IMT.22. COMPULSORY DEDUCTIBLE

Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Insured shall bear under Section 1 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 its 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 GR.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.22A. VOLUNTARY DEDUCTIBLE

It is hereby declared and agreed that the Insured having opted a voluntary deductible of Rs.....* , a reduction in premium of Rs** under Section 1 of the Policy is hereby allowed.

In consideration of the above, it is hereby understood and agreed that the Insured shall bear under Section 1 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 its 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.

- * to insert voluntary deductible amount opted by the Insured under tariff for Private Car / Tariff for motorised two wheelers.
- ** to insert appropriate amount relating to the voluntary deductible opted as per the provision of the tariff for Private car / tariff for motorised two wheelers
- *** to insert aggregate amount of voluntary deductible opted and the compulsory deductible applicable to the vehicle insured as in G.R 40
- # to insert Policy condition No. 3 of the tariff for private car / tariff for motorised two wheelers

IMT.24. ELECTRICAL / ELECTRONIC FITTINGS

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

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

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

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

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

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

(Own Damage cover for the kit)

In consideration of the payment of premium of Rs.....* notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Company will indemnify the Insured in terms conditions limitations and exceptions of Section 1 of the Policy against loss and/or damage to the CNG/LPG kit Or Bi fuel system (as approved by RTA) 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 or Bi fuel system (as approved by RTA) specified in the Schedule of the Policy.

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

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

IMT.26. FIRE AND/OR THEFT RISKS ONLY

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

storm tempest flood inundation and earthquake perils whilst the vehicle is laid up in garage and not in use.

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

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

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

IMT.27. LIABILITY AND FIRE AND / OR THEFT

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

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

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

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

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

In consideration of an additional premium of Rs. 50/- 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

In consideration of the payment of an additional premium @ Rs.50/- 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 ratable 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.31. RELIABILITY TRIALS AND RALLIES

In consideration of the payment of an additional premium it is hereby understood and agreed that in the indemnity granted by this Policy is extended to apply whilst the vehicle insured is engaged in* to be held at** on or about the date of .././.... under the auspices of#

Provided that –

- (a) No indemnity shall be granted by this Endorsement to#
- (b) This Policy does not cover use for organised racing, pace making, or speed testing.
- (c) During the course of the*, the Company shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle insured at the time of the occurrence of the event out of which any claim arises.

It is further understood and agreed that while the vehicle insured is engaged in*, the Insured shall bear the first Rs@(or any less amount for which the claim may be assessed) of each and every claim under Section I of this Policy.

Provided that if the Company shall make any payment in exercise of its discretion under condition No. 3 of the Policy in settlement of any claim and such payment includes the amount for which the Insured is responsible by reason of this Endorsement the Insured shall repay to the Company forthwith the amount for which the insured is so responsible.

For the purpose of this Endorsement the expression "claim" shall mean a claim or series of claims arising out of one event.

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

- * To insert the name of the event
- ** To insert the venue of the event.
- @ To insert Rs 5000/- for Private Cars or Rs 2500/- for motorised two-wheelers. For the duration of the event the deductible under Section 1 of this Policy for the purpose of IMT 22 will be the amount stated in IMT 22 or the amount stated herein, whichever is higher.
- # To insert the name of the promoters of the event.
- ## To delete the entire paragraph in case of Liability Only Policies.

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.33. LOSS OF ACCESSORIES

In consideration of the payment of an additional premium of Rs, it is hereby understood and agreed that as from .././.... Notwithstanding anything to the contrary contained in Section I but subject otherwise to the terms exceptions conditions and limitations of this Policy, the Company will indemnify the Insured in respect of loss of or damage to accessories the property of the insured, specifically declared by the Insured caused by burglary, housebreaking or theft.

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

Motor Add On Cover for Long Term Two Wheeler Package Policy

MAO 01. DEPRECIATION RE-IMBURSEMENT (IRDA/NL/F&U/Motor/Add-on/MAGMA-HDI Dated 13/05/2013)

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

MAO 02. RETURN TO INVOICE (IRDA/NL/F&U/Motor/Add-on/MAGMA-HDI Dated 13/05/2013)

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, the Company will :

- A. Pay the Invoice value for, or replace with, a NEW vehicle of same make and model (or a similar model with similar specification available locally in India, in case the insured model is unavailable in India)
- B. Pay the Original customs duty, if any, OR the customs duty applicable for the new vehicle- whichever is less,
- C. Pay the Registration charges and Road-Tax applicable for the RTO as per the Motor Policy on which the claim is lodged

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

MAO 08: BASIC ROAD-SIDE ASSISTANCE (IRDA/NL/F&U/Motor/Add-on/MAGMA-HDI Dated 13/05/2013)

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 possible by 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.
 - 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, or there is a air lock in the fuel system, 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.
- b. Arrange for bleeding of fuel line to dissipate the air lock.

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 cut-off 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, invasion, 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.

CLAIM SETTLEMENT

The Company will settle the claim under this Policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of thirty days of the Survey Report or the additional Survey Report, as the case may be, in accordance with the provisions of Protection of Policyholders’ Interest Regulations 2002.

GRIEVANCE REDRESSAL PROCEDURE

The Grievance Redressal Cell of the Company looks into complaints from policyholders. If the Insured has a grievance that the Insured wishes the Company to redress, the Insured may approach the person nominated as ‘Grievance Redressal Officer’ with the details of his grievance.

Name, address, e-mail ID and contact number. of the Grievance Redressal Officer appears in the Policy document as well as on Company’s website. An acknowledgement will be sent from the Grievance Redressal Cell within 24 hours of receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and the Company’s response notified within 15 days of receipt of complaint.

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.

Ombudsman Offices	
Areas of Jurisdiction	Addresses of the Ombudsman Offices

State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	AHMEDABAD 2 nd Floor, Shree Jayshree Ambica Chambers, Nr. C U Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014 Tel: 27546150, Fax: 079-27546142 Email: insombalhd@rdiffmail.com
States of Madhya Pradesh and Chattisgarh.	BHOPAL 1 st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011 Tel: 2578100, 2578102, 2578103, Fax: 0755-2578103 Email: insombmp@satyam.net.in
State of Orissa.	BHUBANESWAR 62, Forst Park, BHUBANESWAR-751 009. Tel: 2535220, Fax: 0674-2531607 Email: susantamishra@yahoo.com, ioobbsr@vsnl.net
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	CHANDIGARH S.C.O No.101,102 & 103, 2 nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017 Tel: 2706196 EPBX:0172-2706468 Fax: 0172-2708274
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	CHENNAI Fatima Akhtar Court , 4 th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email: insombud@md4.vsnl.net.in
States of Delhi and Rajasthan.	DELHI 2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002 Tel: 23239611, Fax: 011-23230858 Email: insombudsmandel@netcracker.com
States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	HYDERABAD 6-2-46, Yeturu Towers, Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 55574325, Fax: 040-23376599 Email: insombud@hd2.vsnl.net.in
State of Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	KOCHI 2 nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax: 0484-2373336 Email: insuranceombudsmankochi@hclinfinet.com
States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	KOLKATA North British Building 29, N S Road, 3 rd Floor, KOLKATA-700 001 Tel: 22212666, 22212669, Fax: 033-22212668
States of Uttar Pradesh and Uttaranchal.	LUCKNOW Jeevan Bhavan, Phase 2, 6 th floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in
States of Maharashtra and Goa.	MUMBAI 3 rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054 Tel: 26106889, EPBX: 022-26106889 Fax: 022-26106052, 26106980 Email: ombudsman.i@hclinfinet.com
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	GUWAHATI Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX: 0361-2415430 Fax: 0361-2414051

Address and contact number of Governing Body of Insurance Council

Secretary General
Governing Body of Insurance Council
Jeevan Seva Annexe, 3rd Floor (Above MTNT)
S. V. Road, Santacruz (W), Mumbai – 400 054
Tel: 022-6106889

Fax: 022-6106980, 6106052
Email: inscoun@vsnl.net

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