

## **Motor Two Wheeler Liability Policy**

**UIN IRDAN123RP0011V01200203**

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid the premium as consideration for such insurance in respect of events 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:

#### **i) LIABILITY TO THIRD PARTIES**

1. Subject to the Limit of liability as laid down in the schedule hereto, the Company will indemnify the insured in the event of accident caused by or arising out of the use of the Motor Vehicle anywhere in India against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of
  - i. death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act.
  - ii. damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured up to the limit specified in the schedule.
2. The Company will also pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the limitations of the indemnity which is granted by this policy to the insured, the Company will indemnify any driver who is driving the Motor Vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.
4. 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 fulfil 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.

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**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 travelling in the insured vehicle as a co-driver, caused by violent, accidental, external and visible means which independently of any other cause shall within six calendar months of such injury result in

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

Provided always that

- 1) the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. ----- 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.

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**

1. The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein
  - (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.
2. The Company shall not be liable in respect of any claim arising out of any contractual liability.
3. 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 arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
4. 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 or bodily injury to any person (other than a passenger carried by reason of

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or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.

5. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, 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.
6. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### **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 accident and in the event of any claim. Every letter claim writ summons and/or process 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 accident which may give rise to a claim under this Policy.
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. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.
3. The insured shall take all reasonable steps to maintain the insured vehicle in efficient condition and the company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured.

4. Under no circumstances, the policy can be cancelled except in case of double insurance or Total Loss of the insured vehicle.

- a. In the event of cancellation due to double insurance, the refund of premium will be as follows provided there is no claim:-

1.	If double insurance (both policies) is with Chola MS	100% refund in the policy commencing later (Risk start date (RSD) is later)
2.	If double insurance where one policy is with Chola MS	<ul style="list-style-type: none"><li>• 100% refund under Chola MS policy if policy is commencing later (RSD is later)</li><li>• If Chola MS policy is commencing earlier (RSD) and is requested to be cancelled, premium will be refunded proportionately for the unexpired policy period</li></ul>

- b. In the event of Total Loss, the insurer can cancel the Policy after requiring the Policyholder to either cancel the road registration of the wreck and submit documentary evidence in original

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thereof or alternatively evidence in original a statutory Motor Third Party liability insurance policy covering the wreck effective the date of damage.

### **5. Multiple policies involving Bank or other lending or financing entity**

If at the time of occurrence of an event that gives rise to any claim under this policy, if it is found that there is more than one Insurance Policy issued to the insured covering the same insured vehicle, the insurer will not apply Contribution clause.

6. The due observance and fulfilment of the terms, conditions and endorsement 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.
7. 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.

## **ENDORSEMENTS**

### **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.

**NOTE:** - 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

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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-

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

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.

### **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 insurer 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 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 insurer respectively under or in connection with this Policy.

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

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### **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 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 layup 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 (Layup 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.

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.

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### **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.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 15. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER OR CLEANER (Applicable to private cars including three wheelers rated as private cars and 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 travelling in 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%



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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 insurer 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 insured 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 the policy.

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

### **IMT 16. PERSONAL ACCIDENT COVER TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER AND CLEANER (For vehicles rated as Private Cars and motorized two wheelers (not for hire or reward) with or without side car)**

In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer 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 travelling in but not driving 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 insurer 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 insured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.



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- (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 the policy.

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

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

#### **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 insurer 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 travelling 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 insurer 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 insurer 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

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into/onto and/or dismounting from or travelling in/on the vehicle insured which independently of any other cause shall within three calendar months of the occurrence of such injury results 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 insurer 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 insured 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 the policy.

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

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

**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 insurers liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to the insured or held in trust or in custody or control of the insured.

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

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

\*To insert Rs.50 for Two wheelers.

**IMT. 27. LIABILITY AND FIRE AND/OR THEFT**

(Not applicable for Miscellaneous and Special Types of vehicles rateable 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 insurer shall not be liable thereunder except in respect of loss or damage by fire explosion self-

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

Provided always that

- (1) this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for insured's general employees;
- (2) the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;
- (3) \*the insured shall keep record of the name of each paid driver conductor cleaner or persons employed in loading and/or unloading and the amount of wages and salaries and other earnings paid to such employees and shall at all times allow the insurer to inspect such records on demand.
- (4) in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

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

\*In case of 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 Cars 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 insurer 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.

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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 insurer a rateable proportion of the total amount payable by the insurer 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 the Policy

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

### **IMT.31. RELIABILITY TRIALS AND RALLIES (Private Cars and Motorised Two Wheelers)**

In consideration of the payment of an additional premium it is hereby understood and agreed that 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 Insurer 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 insurer 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 insurer 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 the Policy

\*To insert the name of the event

@To insert Rs.2500/- for motorised two wheelers. For the duration of the event the deductible under Section 1 of the 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 venue of the event.

#To insert the name of the promoters of the event

## To delete this 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

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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. 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 insurer 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 Insurer shall include the amount for which the Insured is responsible hereunder, such amount shall be repaid by the insured to the Insurer forthwith.

For the purpose of this endorsement the expression "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 insurer 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.**

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Further it is agreed that the insured shall forward to the insurer 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.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 Insurer 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 fulfil and be subject to the terms, exceptions, conditions and limitations of this Policy in so far as they apply.

### **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 Insurer 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.

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## **MECHANISM FOR COMPLAINTS / GRIEVANCE REDRESSAL**

### **1. Our Grievance Redressal Officer**

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address or call our Toll Free @1800 208 5544 or email to [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

Courier/Post : Manager, Customer Care

Cholamandalam MS General Insurance Company Limited,

Hari Nivas Towers, First Floor, #163, Thambu Chetty Street,

Parry's Corner, Chennai - 600 001.

You may also approach the grievance cell at any of the company's branches with the details of grievance. If You are not satisfied with the redressal of grievance through one of the above methods, You may contact the grievance officer at [GRO@cholams.murugappa.com](mailto:GRO@cholams.murugappa.com). For details of grievance officer, kindly refer the link [www.cholainsurance.com](http://www.cholainsurance.com).

### **2. Consumer Affairs Department of IRDAI**

a. In case if the grievance is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by [clicking here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032.

You can also visit the portal <https://www.policyholder.gov.in> for more details.

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### 3. Insurance Ombudsman

If You are still not satisfied with the redressal of grievance through above methods, You may also approach the office of Insurance Ombudsman of the respective area/region whose address is given below for redressal of grievance as per Insurance Ombudsman Rules 2017. Details of the offices of the Insurance Ombudsman are available at IRDAI website [www.irdai.gov.in](http://www.irdai.gov.in) or General Insurance Council website <https://www.cioins.co.in/ombudsman> or on company website [www.cholainsurance.com](http://www.cholainsurance.com). Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://policyholder.gov.in/igms-complaint-logging>.

Sl. No.	Office of the Ombudsman	Name of the Ombudsman and Contact Details	Areas of Jurisdiction
1.	AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu
2.	BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka.
3.	BHOPAL	Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh and Chattisgarh.
4.	BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Odisha
5.	CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. 20-27, Ground Floor, Batra Building, Sector 17 – A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
6.	CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)



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7.	DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
8.	GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
9.	HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
10.	JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>	Rajasthan
11.	KOCHI	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: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
12.	KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
13.	LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a>	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.

**Cholamandalam MS General Insurance Company Limited**

Registered Office: 2nd Floor, "Dare House" No.2, NSC Bose Road, Chennai - 600 001.

Toll Free: 1800 208 5544 | Ph: 044 4044 5400 | Fax: 044 4044 5500 |

E-mail: [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com) | [www.cholainsurance.com](http://www.cholainsurance.com)

PAN AABCC6633K CIN: U66030TN2001PLC047977 IRDAI Regn. No.123

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<b>14.</b>	<b>MUMBAI</b>	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038800/27/29/31/32/33 Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a>	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
<b>15.</b>	<b>NOIDA</b>	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: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a>	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 .
<b>16.</b>	<b>PATNA</b>	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>	Bihar, Jharkhand.
<b>17.</b>	<b>PUNE</b>	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: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a>	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).