

POLICY WORDINGS_TWO WHEELER PACKAGE POLICY-5 YEARS

UIN: IRDAN150RP0006V01201819

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 Liberty General Insurance Limited (hereinafter referred to as "the Company") for insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accident 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 motorized two wheeled vehicle mentioned in the Schedule.)

Now This Policy Witnesseth:

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

Section I - Loss of or Damage to the Vehicle Insured

The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon

- by fire explosion self-ignition or lightning;
- by burglary housebreaking or theft;
- by riot and strike;
- by earthquake (fire and shock damage);
- by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
- by accidental external means;
- by malicious act;
- by terrorist activity;
- whilst in transit by road rail inland- waterway lift elevator or air;
- by landslide rockslide.

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

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

Age of the 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%

Rate of depreciation for painting:

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

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

- Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown failures or breakages;
- Damage to Tyres and Tubes unless the vehicle insured is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement.
- Loss of or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time; and
- 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.

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 of redelivery to the Insured but not exceeding in all Rs. 300/- in respect of any one accident.

The insured may authorise the repair of the vehicle necessitated by damage for which the Company may be liable under this Policy provided that:

- the estimated cost of such repair including replacements, if any, does not exceed Rs. 150/-
- the Company is furnished forthwith a detailed estimate of the cost of repairs and
- the insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

Sum Insured - Insured's Declared Value (IDV)

The **Insured's Declared Value (IDV)** of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this Policy which is fixed at the commencement of each policy period for the insured vehicle.

The IDV of the vehicle (and 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 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

Salvage Value – the amount that is assessed as value fetched from Open market for the damaged vehicle. This amount shall be deducted from the claim amount in case of Total Loss or Constructive total Loss.

Section II - Liability to Third Parties

- 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
 - death of or bodily injury to any person including occupants carried in the insured 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 the course of the employment of such person by the insured,
 - 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.
- The Company will pay all costs and expenses incurred with its written consent.
- In terms of and subject to the limitations of the indemnity granted by this section to the insured, the Company will indemnify any driver who is driving the vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
- 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.
- The Company may at its own option
 - arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and

- 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 provision.

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 indirect connection with the vehicle insured whilst mounting into/dismounting from or travelling 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 insurer shall not in the aggregate exceed the sum of Rs. 15 lakhs during any one period of insurance.
- B. 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**
- the owner-driver is the registered owner of the vehicle insured herein;
 - the owner-driver is the insured named in this Policy.
 - 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 in respect of:

- any accidental loss damage and/or liability caused sustained or incurred outside the Geographical Area.
- any claim arising out of any contractual liability.
- any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is:
 - being used otherwise than in accordance with the Limitations as to Use or
 - 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.
- any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
 - 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 purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
- 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 consequences 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 -1 (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the Schedule. Additional deductible for Rs.1000/- or 10% of the claim value whichever is higher for 6th or subsequent admissible claims during the policy period

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.

- Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage and 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 injury in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other 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.
- No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 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:
 - 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.
 - 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.
- 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.
- Cancellation:
 - The Insured may request the Company for cancellation of the policy at any time during the Policy term without giving any reason for cancellation.
 - The Company can cancel the policy on the grounds of established fraud 'ab-initio' with forfeiture of premium and non-consideration of claim, if any, by giving minimum notice of 7 days to the Insured at Insured's communication address.
 - Motor Third Party Liability cover or any other compulsory insurance mandated by law Can only be cancelled in case of double insurance or Total loss or Constructive Total Loss of Insured Vehicle.
 - The Company shall - i) refund proportion premium for unexpired policy period subject to no claim reported during the policy period. ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced. iii) refund premium by retaining the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind / handicapped / mentally challenged persons).
- 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 rateable proportion of any compensation, cost or expense.
- If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall

independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute / difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
9. 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

INDIA MOTOR TARIFF - 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 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/ Chassis No.	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. 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 insurer 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 insurer 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 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.

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 insurer 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 Insurer 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 (PRIVATE CARS AND MOTORISED TWO WHEELERS ONLY)

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 insurer accordingly and refund to the insurer 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 the policy

* For full policy period, the full discount as per erstwhile India Motor Tariff to be inserted. For mid-term membership, prorata proportion of the discount for the unexpired policy period is to be inserted.

** Insert name of the concerned Automobile Association.

IMT. 10 INSTALLATION OF ANTI-THEFT DEVICE (Not applicable to Motor Trade Policies)

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

- # 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.
- # 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

- Fire risks, the words "BURGLARY HOUSEBREAKING OR THEFT" are to be deleted;
- Theft risks, the words "FIRE EXPLOSION SELF IGNITION OR LIGHTNING" are to be deleted.
- Fire and Theft risks no parts 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.

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

- Fire risks, the words "BURGLARY HOUSEBREAKING OR THEFT" are to be deleted;
- Theft risks, the words "FIRE EXPLOSION SELF IGNITION OR LIGHTNING" are to be deleted.
- Fire and Theft risks no parts 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 Sr. no. 10 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

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

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

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

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

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

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

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

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

IMT. 13 USE OF VEHICLE WITHIN INSURED'S OWN PREMISES (Applicable to all classes except as otherwise provided in the erstwhile India Motor 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%

Provided always that:

- 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.
- 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.
- 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.
- 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 passenger is to be inserted.

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

IMT 16 PERSONAL ACCIDENT TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER AND CLEANER{ For vehicles rated as Private cars and Motorised 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 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:

- 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.
- 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.
- 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.
- 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 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 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 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 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 passenger 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 insurer exercising the option under*, to pay in cash the amount of the loss or damage the liability of the insurer in respect of any such part shall be limited to:

- 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 Motorised 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 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 per year of policy tenure for Two wheelers, Rs. 100 for private cars Rs. 150 for Commercial Vehicles - three wheelers and taxis or Rs. 200 for Commercial Vehicles (excluding three wheelers and taxis).

IMT. 21 COMPULSORY DEDUCTIBLE (Applicable to Private Cars, three wheelers rated as private cars, all motorized two wheelers, taxis, private car type vehicle plying for public/private hire, private type taxi let out on private hire)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insured shall bear under Section 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 insurer in the exercise of his discretion under Condition no ...** of this policy.

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

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

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

- i. to insert amount as appropriate to the class of vehicle insured as per GR.40 of the erstwhile India Motor Tariff.
- ii. in respect of a vehicle rated under the erstwhile India Motor 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 erstwhile India Motor Tariff for Private Car / Two wheelers or Condition no 4 in respect of a vehicle rated under the erstwhile India Motor Tariff for Commercial Vehicles.

IMT. 22.A VOLUNTARY DEDUCTIBLE (For private cars/motorized two wheelers other than for hire or reward)

It is by 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 insurer in the exercise of his discretion under Condition no# of this policy.

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

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

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

* To insert voluntary deductible amount opted by the insured under erstwhile India Motor Tariff for Private Car / for motorized two wheeler.

** To insert appropriate amount relating to the voluntary deductible opted as per the provision of erstwhile India Motor Tariff for Private car / for motorized two wheelers.

*** To insert aggregate amount of voluntary deductible opted and the compulsory deductible applicable to the vehicle insured as in G.R. 40 of erstwhile India Motor Tariff.

To insert policy condition No. 3 of the erstwhile India Motor Tariff for private car / for motorized 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 insurer 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 insurer 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 insurer 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 insurer 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 fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the policy.

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

* To insert sum arrived at in terms of G.R.42 of erstwhile India Motor Tariff.

IMT. 26 FIRE AND/OR THEFT RISKS ONLY

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

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 insurer 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" are to be deleted.

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

IMT. 27 LIABILITY AND FIRE AND/OR THEFT (Not applicable for Miscellaneous and Special Types of vehicles rateable under Class - D of the erstwhile India Motor 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 there under 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" 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. (50* no of years)/notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer shall indemnify the insured against the insured's legal liability under the **Workmen's Compensation Act, 1923**, the **Fatal Accidents Act, 1855** or at **Common Law** and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that

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

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

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

IMT. 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. (50*no of years)/- 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.

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 this 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 this Policy.

* To insert the name 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 the policy for the purpose of Endorsement Sr. No. 19 will be the amount stated in Endorsement No. 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. 33 Loss of Accessories (Applicable to Motorised Two wheeler Policies Only)

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 insurer 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.

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 insureds 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.

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 *.

** Insurer to devise a suitable supplementary proposal form.

IMT. 43 Theft and conversion Risk

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed in this Policy in consideration of the payment of additional premium @ 1.50% of IDV, Clause ii (b) (1) of Endorsement No. 35 is hereby deemed to be deleted.

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

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

IMT. 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.

OPTIONAL ADD ON COVER

WORDINGS FOR TWO WHEELER PACKAGE POLICY

AD-01. Depreciation Cover (UIN: IRDAN150RP0006V01201819/A0035V01201819)

Scope of Cover:

In consideration of the payment of extra premium paid by the insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company shall bear the Depreciation amount deducted on the value of the parts replaced as a result of admissible claim under Own Damage Section.

Conditions:

- Insured Vehicle should be repaired at any of Company's authorized Garage.

* For the purpose of this Cover the expression 'admissible claim' 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.

AD-02. Consumables Cover (UIN: IRDAN150RP0006V01201819/A0036V01201819)

Scope of Cover:

In consideration of the payment of extra premium paid by the insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company agrees to cover expenses incurred towards "those items or substances of specific use which at the time of loss are either totally consumed or deemed unfit for further use in the vehicle" arising out of damage to the vehicle insured and/or to its accessories caused by insured peril under the basic Two Wheeler Package Policy.

Consumables shall mean those items or substances which have specific use and when applied to their respective uses are deemed to be consumed completely and/or are deemed to be unfit for future use. These items include grease, lubricants clip, air conditioner's gas, bearings, engine oil, oil filter, fuel filter, break oil, nut and bolt, screw, washers and the like.

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

Special Conditions applicable:

- The cover under this add-on will be available only for vehicles upto the maximum age of ____ years.
- For any claim to become payable under this add-on, it should be admitted under Own Damage Section of the Policy.
- All such costs to be supported with proper bills/invoices only from Garages authorized by the company.
- Such repairs to be undertaken within three (3) days of date of loss.

AD-03. Gap Value Cover (UIN: IRDAN150RP0006V01201819/A0037V01201819)

Scope of Cover:

In consideration of the payment of extra premium paid by the insured as mentioned in the Policy Schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the Company shall pay the "difference amount" between the amount received under Own Damage (OD) Section i.e. Insured Declared Value (IDV) less deductibles under the policy AND price as per purchase invoice OR the current Replacement Value of vehicle if the same make model is available, whichever is less in the event of a Total Theft or Total Loss/ Constructive Total Loss (CTL) of the vehicle. It also covers the Road Tax and first time registration charges if specifically declared and additional premium is paid.

Maximum liability to the company is limited to the sum insured mentioned in the policy schedule.

Special Conditions applicable to this benefit-

- The vehicle insured is not more than 5 years old on the date of commencement of the policy period.
- The Total Theft or Total loss/ Constructive Total Loss of the vehicle should be admissible under Own Damage Section of the policy.
- Insured should be the first registered owner of the vehicle as per RTO records.
- GAP Value SI= Current Ex showroom price + Registration Charges (if opted) + Road Tax (if opted)

AD-05. Roadside Assistance Cover (UIN: IRDAN150RP0006V01201819/A0038V01201819)

Scope of Cover:

In consideration of the payment of extra premium paid by the insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the company shall provide "Roadside Assistance" in case of breakdown of the insured vehicle upon his request, with a maximum of four claims related to any one or more of the following emergency assistance services during the Policy Period through the authorized vendor. The services provided under the Roadside Assistance are as under

Sr. No.	Featured Benefits	Inclusion
1	Breakdown support over phone	Yes
2	Minor repair (onsite only)	Upto 50 Kms
3	Arrangement of emergency fuel (petrol only) in case the vehicle runs out of fuel (Cost of Fuel shall be paid by insured on the spot)	Upto 50 Kms
4	Flat Tyre Support	Upto 50 Kms
6	Assistance in case of lost keys	Upto 50 Kms
7	Transfer/ Towing due to major breakdowns	Upto 25 Kms
8	Alternative Transport assistance to the nearest safe location for the passengers of the vehicle (Taxi fare for the journey shall be borne by customer and shall be payable directly to the provider on spot)	Yes

Special Conditions:

- All additional expenses regarding replacement of a part, additional Fuel and any other service which does not form a part of the standard services mentioned above would be on chargeable basis to the insured.
- This assistance service shall get initiated based on specific request by the insured.
- Below service can be availed only once during the policy period:
 - Assistance in case of lost keys
 - Arrangement of emergency fuel in case the vehicle runs out of fuel

Territorial Scope: The territorial scope of the Emergency and Additional Assistance Services provided will be within a radius(in Kms) (as mentioned in above given coverage table) from the Place of Breakdown to nearest applicable vendor or cities within the Republic of India excluding islands for the coverage limit mentioned under each service.

Cost of Services beyond coverage limits as mentioned against each service shall be borne by the customer.

AD-07. Engine Safe Cover (UIN: IRDAN150RP0006V01201819/A0039V01201819)

In consideration of payment of additional premium, it is hereby agreed and declared that this Policy extends to cover the consequential damage to the internal child parts of the engine of the Insured Vehicle arising out of water ingress/leakage of lubricating oil and/or damage to gear box of the Insured Vehicle arising out of leakage of lubricating oil due to Accidental means. Under this cover, the company will compensate insured for the following:

- Repair or replacement of the internal child parts of the engine such as pistons, connecting rods, crank shaft and cylinder head.
- Repair or replacement of the internal parts of the gear box such as gears or shafts in the gear box housing.
- Labour cost incurred by insured to overhaul the damaged engine and gear box

Conditions:

- Claims made by insured against Company under 'Engine Safe' are subject to the conditions set forth under the Motor Insurance Policy.
- Claims made by insured against company under 'Engine Safe' would be admissible if:
 - There is evidence that the Insured Vehicle stopped in water logged area resulting into damage to the internal parts of the engine due to water ingress
 - There is evidence of under carriage damage to engine and/or gear box leading to oil leakage and resulting into damage to internal parts of the engine and/or gear box
 - The loss or damage is not payable under Motor Insurance Policy.
- In case of transfer of ownership of the Insured Vehicle, the cover under 'Engine Safe' shall expire

Insured's Obligations:

- I. Insured should avoid driving the Insured Vehicle through water logged area as far as possible. If it is unavoidable, the vehicle should be driven in low gear and/or high engine RPMs.
- II. Insured should not try to crank or push start the engine once the Insured Vehicle had stopped in the water logged area or undercarriage damage had taken place.
- III. Insured should intimate company to obtain help.

Exclusions:

Company will not be liable to indemnify insured for the following:

1. Where a loss is covered under any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time.
2. Any consequential loss apart from the damage to the internal child parts of the engine due to water ingress/leakage of lubricating oil and/or damage to gear box arising out of leakage of lubricating oil due to Accidental means.
3. Cost of engine oil and consumables in case of flushing of engine.
4. Loss or Damage including corrosion of engine due to delay in intimating company or delay in retrieval of the Insured Vehicle from the water logged area.
5. Where reasonable care has not been taken by insured to protect the loss or damage to the Insured Vehicle.

You can refer the list of Company's authorized garages at www.libertyinsurance.in
OR contact our customer care toll free number at 1800-266-5844.

Grievance Redressal

We are concerned about you and are committed to extend the best possible services. In case you are not satisfied with our services or resolutions, please follow the below steps for redressal.

Step 1

Call us on Toll free number: **1800-266-5844**

(8:00 AM to 8:00 PM, 7 days of the week)

or

Email us at: care@libertyinsurance.in

or

Write to us at:

Customer Service

Liberty General Insurance Limited

Unit 1501&1502, 15th Floor, Tower 2, One International Center,
Senapati Bapat Marg, Prabhadevi, Mumbai – 400013

Step 2

If our response or resolution does not meet your expectations, you can escalate at manager@libertyinsurance.in

Step 3

If you are still not satisfied with the resolution provided, you can further escalate at servicehead@libertyinsurance.in

An acknowledgment will be sent on receipt of your concern, we would then investigate the matter internally and respond with a suitable resolution. Please share your contact details to enable us to get in touch with you.

In case you are not satisfied with the decision or resolution provided by the company you may approach the Insurance Ombudsman for redressal.

The details of Insurance Ombudsman Offices are given below:

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka
BHOPAL Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Area Hills, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh and Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar - 751 009. Tel.: 0674 - 2596461 / 2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Orissa

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
CHANDIGARH Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector - 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi
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: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Orayya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region
THANE Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasantao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Maharashtra
GOVERNING BODY OF INSURANCE COUNCIL, Shri P.N.Gandhi, Secretary General Smt Moushumi Mukherji, Secretary 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889 / 671 / 980 Fax: 022 - 26106949 Email: inscoun@cioins.co.in	

Disclaimer

Liberty General Insurance will not be deemed to provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Liberty or its parent to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, United States of America or other applicable jurisdiction.

Insurance Act, 1938, Section 41-Prohibition of Rebates

- 1.No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind or risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy, accept any rebate except such rebate as may be allowed in accordance with the prospectuses or tables of the Insurer.
- 2.Any person making default in complying with the provisions of this section shall be liable for a penalty, which may extend to Ten Lakh rupees.

For the latest details of Ombudsman offices, please visit the Insurance Ombudsman website at the following link: <https://www.cioins.co.in/Ombudsman>