

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

## STANDARD FORM FOR LIABILITY ONLY POLICY

*(Applicable to all classes of vehicles with suitable amendments in 'Limitations as to Use')*

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

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- (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.

#### 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.

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- 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 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.

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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. The Company may cancel the policy by sending seven days notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and (provided no claim has arisen during the currency of the policy) the insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.
5. If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
6. 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

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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 difference or dispute 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.

7. 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.
8. 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.

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## 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. 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, 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.

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**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.

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

**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 periods 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.14. USE OF VEHICLE CONFINED TO SITES**

**(Applicable to Goods Carrying Vehicles)**

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

**IMT.15. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER**

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#### 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 traveling 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

(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 passenger 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

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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 injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

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

\* The Capital Sum Insured (CSI) per 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

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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) (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 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 :-

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

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.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, 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).

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

#### IMT.26. FIRE AND/OR THEFT RISKS ONLY

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

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section II of the Policy is deemed to be cancelled and under Section I thereof the 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 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 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

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

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...../- 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 .....\* e 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.

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

**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.

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 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.

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

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

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

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

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

**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.**

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.

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

**IMT 36 Indemnity to Hirer - Package Policy - Negligence of the insured or Hirer.**

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

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

**IMT 37 Legal Liability to Non-Fare Paying Passengers other than Statutory Liability except the Fatal Accidents Act, 1855 (Commercial Vehicles only)**

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything to the contrary contained in Section II-1 (b) and (c)

it is hereby understood and agreed that the Company will Indemnify the Insured against his legal liability other than liability under the Statute (except the Fatal Accidents Act 1855 ) in respect of death of or bodily injury to:-

- i) Any employee of the within named insured who is not a workman within the meaning of the Workmen's Compensation Act Prior to date of this endorsement and not being carried for hire or reward.
- ii) Any other person not being carried for hire or reward provided that the person is
  - a) charterer or representative of the charterer of the truck
  - b) Any other person directly connected with the journey in one form or other being carried in or upon or entering or mounting or alighting from any Motor Vehicle described in the schedule of the policy.

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

**IMT 37 A. Legal Liability to Non Fare Paying Passengers who are not employees of the Insured (Commercial Vehicles only)**

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

- a) Charterer or representative of the charterer of the truck.
- b) Any other person directly connected with the journey in one form or the other being carried in or upon or entering or mounting or alighting from vehicle insured described in the SCHEDULE OF THIS POLICY.

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



Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

**IMT. 38. Legal Liability to Fare paying Passengers excluding liability for accidents to employees of the Insured arising out of and in the course of their employment (Commercial and Motor Trade Vehicles only)**

**(II) For use with Liability only Policy.**

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

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

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

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

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

**IMT. 39. Legal Liability to persons employed in connection with the operation and/or maintaining and/ or Loading and/or Unloading of Motor Vehicles. (For GOODS VEHICLE)**

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

***Provided always that :-***

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

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

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

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

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

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

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

**IMT. 39 A . Legal Liability under the Workmen’s Compensation Act, 1923 in respect of the carriage of more than six employees (Excluding the Driver) in goods carrying vehicles.**

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

Provided always that :-

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

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

3. the insured shall keep a record of the name of each person employed in connection with the loading and unloading of the vehicles and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Insurer to inspect such record.

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

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

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

**IMT 40 Legal Liability to paid driver and/or Conductor and/or cleaner employed in connection with the operation of Motor vehicle. (For buses, taxis and motorized three/four wheelers under commercial vehicles tariff)**

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

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

**Provided always that :-**

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

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

**IMT.44. Indemnity to Hirer - Package Policy - Negligence of the Owner or Hirer.**

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

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

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

**IMT.45. Indemnity to Hirer - Liability only Policy -- Negligence of the Owner or Hirer.  
Negligence of the Hirer**

It is hereby declared and agreed that **in consideration of payment of an additional premium of Rs.....**the 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 fulfill and be subject to the terms, exceptions, conditions and limitations of this Policy in so far as they apply.

**IMT.46. Legal Liability to passengers excluding liability for accidents to employees of the Insured arising out of and in course of their employment (Applicable to Ambulance/Hearses under class D of Commercial vehicles and to Motor Trade vehicles )**

(For use with "Liability Only" Policy)

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

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

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

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

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

**IMT.47. Mobile Cranes/Drilling Rigs/ Mobile Plants/Excavators/ Navies/ Shovels/ Grabs/Rippers.**

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

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

- a) Under Section I of this Policy in respect of **loss or damage resulting from overturning arising out of the operation as a tool** of such vehicle or of plant forming part of such vehicle or attached thereto except for loss or damage arising directly from fire, explosion, self ignition or lightning or burglary housebreaking or theft.
- b) Under Section II except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, in respect of liability incurred by the insured arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto.

**N. B. :**

Omit paragraph (a) for :- (i) Liability only Policies.

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

**NOTE :**

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

Where a premium reduction is allowed for exclusion of damage when in use as a tool of trade omit from paragraph

- (a) (the words “ resulting from overturning” and “ except for loss .... or theft”.

**IMT.48. Agricultural Tractors upto 6HP and Other Miscellaneous vehicles with Trailers attached - Extended Cover**

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

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

**Schedule of Trailers**

-----  
 \* Description Insured’s Declared value (IDV)  
 -----

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

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

**NOTE :**

In the case of **Liability only** Policies, the Endorsement must be suitably amended.

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

**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.

**IMT.51. Mobile Shops /Canteens and Mobile Surgeries/ Dispensaries**

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

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

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

- i) poisoning of any kind or foreign or deleterious matter in food or drink
- ii) anything harmful in the condition of any goods supplied at or from the motor vehicle or the defective condition of the container of such goods
- iii) anything harmful in the condition of any goods supplied at or from the motor vehicle or defective in any treatment given at or from the motor vehicle

**Notes :-**

\* For Liability only Policies omit proviso (a)

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

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

**IMT 52 . Exclusion of damage while in use as a Tool of Trade**

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988 the 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 vehicle insured or attached thereto.

**IMT.54. Mobile Plant-Inclusion of Liability to the Public Working Risk Where Tool of Trade is used only for work performed in or upon the Vehicle or Trailer.**

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

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

Product	UIN No.
Motor Two Wheeler Liability Policy	IRDAN123P0011V01200203
Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

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

#### **IMT.55. Mobile Plant - Inclusion of Liability to the Public Working Risk (All Other Cases)**

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

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

(i) subsidence flooding or water pollution.

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

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

(c) death injury or damage caused by or through property on which the insured has carried out any process of manufacture, construction alteration or repair or treatment.

It is further understood and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act 1988, the insurer shall be under no liability under Section II of this Policy in respect of liability incurred by the insured arising out of the explosion of any vessel under pressure being part of plant attached to or forming part of the vehicle insured.

#### **IMT.56. Trailers (Road Transit Only)**

In consideration of the payment of an additional premium it is hereby understood and agreed that insurance by Section I and II of this Policy shall extend to the Motor Vehicle (mechanically propelled or otherwise) attached to the Motor Vehicle for the purpose of being towed

#### **Provided always that**

a) the insurer shall not be liable under this Policy in respect of damage to property conveyed by the towed vehicle.

b) the insurer shall not be liable under this Policy in respect of accident loss damage and/or liability caused sustained or incurred whilst the vehicle insured is towing a greater number of vehicles than is permitted by law.

#### **IMT. 59. Private use of vehicle by Member/Director/Employee of the insured (Motor Trade only)**

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this Policy shall be operative whilst the vehicle insured is being used by the insured or with the permission of the insured by a Member Director or employee of the insured for social domestic or pleasure purposes. Whilst the vehicle insured is being so used the insurer will in terms of and subject to the limitations of and for the purpose of Section II of this policy treat as though he were the insured person using the vehicle insured provided that such person :

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Motor Private Car Liability Policy	IRDAN123P0012V01200203
Motor Commercial Vehicle Liability Policy - For Goods Carrying Vehicles	IRDAN123P0013V01200203
Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

1. is not entitled to indemnity under any other policy;
  2. shall as though he/she were the insured observe fulfill and be subject to the terms provisions conditions and endorsements of this policy in so far as they apply;
  3. has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.
- Subject otherwise to the terms conditions limitations and exceptions of this Policy.

### IMT .63. Restriction of Cover to Liability Risks only (Motor Trade Internal Risks Policy)

It is hereby understood and agreed that

- (a) Section I and II(2)(i) and the word “other” in Section II (2)(ii) of this Policy in the Schedule to this Policy are deemed to be cancelled and
  - (b) the Insurer shall not be liable in respect of damage to the Motor Vehicle or its accessories.
- Subject otherwise to the terms conditions limitations and exceptions of this Policy.

### MECHANISM FOR COMPLAINTS / GRIEVANCE REDRESSAL

As an esteemed customer of our company, you can contact us to register complaint/ grievance, if any, including servicing of policy, claims etc. with regard to the insurance policy issued to you. The contact details of our office is given below for your reference.

#### (A) Cholamandalam MS General Insurance Company's customer services helpline numbers:

Address : H.O: Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001.  
Toll free : 1800 200 5544  
SMS : “CHOLA” to 56677  
E-MAIL : [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)  
WEBSITE : <http://www.cholainsurance.com/>

1. If you haven't received any reply from us within one month from the date of the lodgment of complaint or
2. If you are not satisfied with the reply of the Company, you can also contact the nearest Insurance Ombudsman, whose addresses are mentioned below:

Sl. No	Office of the Ombudsman	Name of the Ombudsman and Contact Details	Areas of Jurisdiction
1	AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014, Ph(O) 079-27546150, 27546139	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu



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Motor Commercial Vehicle Liability Policy - For Trailer	IRDAN123P0014V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

		Fax: 079-27546142, E-mail: <a href="mailto:insombahd@rediffmail.com">insombahd@rediffmail.com</a>	
2	BHOPAL	Office of the Insurance Ombudsman, 1st Floor, 117, Zone-II, Above D.M. Motors Pvt. Ltd, Maharana Pratap Nagar, Chhattisgarh, BHOPAL - 462 011, Ph(O): 0755-2769200, 2769202, 2769201, Fax: 0755-2769203, E-mail: <a href="mailto:bimalokpalbhopal@airtelbroadband.in">bimalokpalbhopal@airtelbroadband.in</a>	Madhya Pradesh & Chhattisgarh
3	BHUBANESWAR	Office of the Insurance Ombudsman, 62 Forest Park, BHUBANESHWAR – 751009, Ph (0): 0674-2535220,2533798, Fax: 0674-2531607, E-mail: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
4	CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH – 160017, (0) 0172-2706196, 2705861, EPBX: 0172-2706468, Fax: 0172-2708274, E-mail: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
5	CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, No 453(old no 312 ), Anna Salai, Teynampet, CHENNAI -600 018, (0) 044-24333678, 24333668, Fax: 044-24333664, E-mail: <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a>	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
6	DELHI	Office of the Insurance Ombudsman, 2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002, (0) 011-23239611, 23237539, 23237532, Fax: 011-23230858 E-mail : <a href="mailto:iobdelraj@rediffmail.com">iobdelraj@rediffmail.com</a>	Delhi & Rajasthan
7	GUWAHATI	Office of the Insurance Ombudsman, Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021, (0) 0361-2413525, EPBX: 0361-2415430, Arunachal Pradesh, Fax: 0361-2414051 E-mail: <a href="mailto:omb_ghy@sify.com">omb_ghy@sify.com</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
8	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. (0) 040-23325325, 23312122, 65504123, Fax: 040-23376599, E-mail: <a href="mailto:hyd2_insombud@sancharnet.in">hyd2_insombud@sancharnet.in</a>	Andhra Pradesh Karnataka and UT of Yanam - a part of the UT of Pondicherry

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Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles upto 6	IRDAN123P0015V01200203
Motor Commercial Vehicle Liability Policy - For Passenger Carrying Vehicles more than 6	IRDAN123P0016V01200203
Motor Commercial Vehicle Liability Policy - For Miscellaneous and Special Type of Vehicles	IRDAN123P0017V01200203
Motor Trade - Road Transit Risks Only Liability Policy	IRDAN123P0018V01200203
Motor Trade - Road Risks Only Liability Policy	IRDAN123P0019V01200203
Motor Trade - Internal Risk Only Liability Policy	IRDAN123P0020V01200203

9	KOCHI	Office of the Insurance Ombudsman 2nd Floor, CC 27/ 2603, Pulinat Building Opp. Cochin Ship-yard, M.G. Road, ERNAKULAM - 682 015, (0) 0484-2358734, 2359338, 2358759, Fax: 0484-2359336 E-mail: <a href="mailto:ombudsmankochi@yahoo.co.in">ombudsmankochi@yahoo.co.in</a>	Kerala, UT of (a) Lakshadweep, (b) Mahe - a Part of UT of Pondicherry
10	KOLKATA	Office of the Insurance Ombudsman North British Building, 29, N. S. Road, 3rd Floor, KOLKATA - 700 001. (0) 033-22134869, 22134867, 22134866, Fax: 033-22134868, E-mail : <a href="mailto:iombkol@vsnl.net">iombkol@vsnl.net</a>	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
11	LUCKNOW	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (0) 0522-2201188, 2231330, 2231331, Fax: 0522-2231310 E-mail: <a href="mailto:ioblko@sancharnet.in">ioblko@sancharnet.in</a>	Uttar Pradesh and Uttaranchal
12	MUMBAI	Office of the Insurance Ombudsman 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054 022-26106928, 26106360, EPBX: 022-6106889, Fax: 022-26106052, Email: <a href="mailto:ombudsman@vsnl.net">ombudsman@vsnl.net</a>	Maharashtra, Goa