

# Kshema Miscellaneous Vehicles Liability Only Policy

## Policy Wordings

### Section I Operative Clause

WHEREAS You the Insured named in the Schedule chose this **Kshema Miscellaneous Vehicles Liability Only Policy** and have applied to us, Kshema General Insurance Limited for insurance cover as stated in the policy. You further gave us the information about yourself through written Proposal form and/or Digital Proposal on the platform of Kshema mobile Application and based on your confirmation that the information submitted is true and correct and having received the premium paid by you, we promise to provide you insurance as stated in the Policy Schedule subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

Proposal, Policy wording, Policy schedule, Declarations and any Endorsements thereto shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout unless specified otherwise.

Throughout this policy, the words “You”, “Your”, “Yourself” refer to the named insured shown in the policy schedule. The words “We, “Us”, “Our” and “Company” refer to Kshema General Insurance Limited.

### Section II Scope of cover.

#### A. Liability to Third Parties

1. Subject to the Limit of liability as laid down in the schedule hereto, we 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
  - a) death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act.
  - b) 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. We 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, we will indemnify any driver who is driving the Motor Vehicle on your order or with your permission provided that such driver shall as though he/she were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.
4. In the event of the death of any person entitled to indemnity under this policy, we will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
5. We may at our own option

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- a) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and
- b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act. But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

## APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person/Property, 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/Property indemnified and such indemnity shall apply in priority to the insured.

## B. Personal Accident Cover for Owner Driver

Subject otherwise to the terms exceptions conditions and limitations of this Policy, we 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 of yours or whilst mounting into/dismounting from or traveling in your 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:

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 resulted in 100% disability.	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. 15 Lakhs during any one period of insurance.

2. No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to

- (a) Intentional self-injury or suicide or attempted suicide or 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 cum Driver is the registered owner of the vehicle insured herein;
- b. the Owner cum Driver is the Insured named in this Policy.
- c. The owner-driver holds a valid and effective driving license, in accordance with the provisions of Section 3 of Motor Vehicle Act 2019 and Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

### Section III Exclusions

(Applicable to all Sections of the Policy)

1. We will 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.
  - c) The vehicle plied without valid permit and fitness at the time of risk if applicable
  - d) the driver is under intoxication while driving the vehicle
  - e) in case of non-disclosure of any material fact or by misrepresentation of any fact which was false in some material particular.
  - f) non receipt of premium as required under section 64vbof the insurance act 1938.
2. We will 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, we will 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, we will 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. We will not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

6. We will not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

#### Section IV 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 us, immediately upon the occurrence of any accident and in the event of any claim. Every letter claims writ summons and/or process shall be forwarded to us, immediately on receipt by the insured. Notice shall also be given in writing to us, 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 we 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. Cancellation Clause:

1. You can cancel the policy at any time during the term, by informing us. In case you cancel the policy, you are not required to give reasons for the cancellation.

We can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policy holder.

2. Under no circumstances will the Company cancel statutory Motor Third Party Liability insurance or any other compulsory insurance mandated by law except in case of double insurance or total loss.
3. We will –
  1. Refund proportionate premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
  2. 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.
  3. *"In case a claim is intimated on the policy, no premium shall be refunded upon cancellation under any circumstances. In case of policy term is more than 1 year, the premium for the year where risk has commenced will not be refunded and the premium for unexpired period shall be refunded in full.*

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. The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
7. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle. Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:
  - a. Death Certificate in respect of the insured
  - b. Proof of title to the vehicle
  - c. Original Policy

#### **Section V Grievance Redressal Clause**

If You have any query or grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address your grievance as follows:

1. For resolution of any query, You may contact the Policy issuing office by writing to Us at Kshema General Insurance Limited, Regd. Office:# 413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016. or email Us at [customer.support@kshema.co](mailto:customer.support@kshema.co) or through Kshema Application or call us at 1800 572 3013 (toll-free)
2. If You are not satisfied with the resolution provided, You may escalate to our E-mail [grievance.cell@kshema.co](mailto:grievance.cell@kshema.co) or [gro@kshema.co](mailto:gro@kshema.co) or call us at 1800 570 2998 (toll-free) or can write to us at Grievance Redressal Office, Kshema General Insurance Limited, Regd. Office:# 413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016 or at the sub section "Grievance Redressal" on our website [www.kshema.co](http://www.kshema.co).
3. If you are not satisfied with the resolution provided by us, you have the option to approach the Insurance Ombudsman for grievance redressal at <https://www.cioins.co.in>. Alternatively, you may also contact the Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal at <https://bimabharosa.irdai.gov.in> or via the IRDAI Grievance Call Centre (IGCC) at toll-free numbers 1800 4254 732 / 155255.

S. No.	Location	Name of Ombudsman	Designation	Office of the Insurance Ombudsman,	Jurisdiction	Telephone No.	Email
1	Ahemdabad	Shri Collu Vikas Rao	Insurance Ombudsman	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001.	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	079 - 255012 01/02/05/06	<a href="mailto:bimal.okpal.ahmedabad@cioins.co.in">bimal.okpal.ahmedabad@cioins.co.in</a>
2	Bengaluru	Mr Vipin Anand	Insurance Ombudsman	Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078.	Karnataka	080 - 266520 48 / 266520 49	<a href="mailto:bimal.okpal.bengaluru@cioins.co.in">bimal.okpal.bengaluru@cioins.co.in</a>
3	Bhopal	Shri R. M. Singh	Insurance Ombudsman	Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Madhya Pradesh, Chhattisgarh.	0755 - 276920 1 / 276920 2	<a href="mailto:bimal.okpal.bhopal@cioins.co.in">bimal.okpal.bhopal@cioins.co.in</a>
4	Bhubaneswar	Shri Manoj Kumar Parida	Insurance Ombudsman	62, Forest Park, Bhubaneswar – 751 009.	Odisha	0674 - 259646 1 / 25964 55	<a href="mailto:bimal.okpal.bhubaneswar@cioins.co.in">bimal.okpal.bhubaneswar@cioins.co.in</a>
5	Chandigarh	Mr Atul Jerath	Insurance Ombudsman	S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Lada	0172 - 270619 6 / 270646 8	<a href="mailto:bimal.okpal.chandigarh@cioins.co.in">bimal.okpal.chandigarh@cioins.co.in</a>

					kh & Chandigarh.		
6	Chennai	Shri Segar Sampath Kumar	Insurance Ombudsman	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.	044 - 243336 68 / 243352 84	<a href="mailto:bimal.okpal.chennai@ciains.co.in">bimal.okpal.chennai@ciains.co.in</a>
7	Delhi	Ms Sunita Sharma	Insurance Ombudsman	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	011 - 232324 81/232 13504	<a href="mailto:bimal.okpal.delhi@ciains.co.in">bimal.okpal.delhi@ciains.co.in</a>
8	Guwahati	Shri Somnath Ghosh	Insurance Ombudsman	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	0361 - 263220 4 / 260220 5	<a href="mailto:bimal.okpal.guwahati@ciains.co.in">bimal.okpal.guwahati@ciains.co.in</a>
9	Hyderabad	Shri N. Sankaran	Insurance Ombudsman	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdikapool, Hyderabad - 500 004.	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	040 - 233121 22	<a href="mailto:bimal.okpal.hyderabad@ciains.co.in">bimal.okpal.hyderabad@ciains.co.in</a>

10	Jaipur	Shri Rajiv Dutt Sharma	Insurance Ombudsman	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan	0141 - 2740363	<a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>
11	Ernakulam	Shri G. Radhakrishnan	Insurance Ombudsman	2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	0484 - 2358759 / 2359338	<a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>
12	Kolkata	Ms Kiran Sahdev	Insurance Ombudsman	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.	033 - 22124339 / 22124340	<a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>
13	Lucknow	Shri. Atul Sahai	Insurance Ombudsman	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti,	0522 - 2231330 / 2231331	<a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a>

					Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.		
14	Mumbai	Shri Bharat kumar S. Pandya	Insurance Ombudsman	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).	690388 21/23/24/25/26/27/28/28/29/30/31	<a href="mailto:bimal.okpal.mumbai@cioins.co.in">bimal.okpal.mumbai@cioins.co.in</a>
15	Noida	Shri Bimbadhar Pradhan	Insurance Ombudsman	Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301.	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya,	0120-2514252 / 2514253	<a href="mailto:bimal.okpal.noida@cioins.co.in">bimal.okpal.noida@cioins.co.in</a>

					Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	
16	Patna	Ms Susmita Mukherjee	Insurance Ombudsman	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.	Bihar, Jharkhand.	0612-2547068 <a href="mailto:bimal.okpal.patna@ciains.co.in">bimal.okpal.patna@ciains.co.in</a>
17	Pune	Shri Sunil Jain		Jeevan Darshan Bldg., 3rd Floor, C.T.S. No's. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	Maharashtra, Areas of Navi Mumbai, and Thane (excluding Mumbai Metropolitan Region).	020-41312555 <a href="mailto:bimal.okpal.pune@ciains.co.in">bimal.okpal.pune@ciains.co.in</a>

\*Note: As the above ombudsmen contact details may change from time to time, we suggest you to refer the <https://www.ciains.co.in> for an updated list.

Contact Us

Kshema General Insurance Limited

Address – As mentioned in Policy schedule

Web - [www.Kshema.co](http://www.Kshema.co)

E-mail: As mentioned in Policy schedule

Customer Service: [customer.support@kshema.co](mailto:customer.support@kshema.co)

**INDIAN MOTOR TARIFF – ENDORSEMENTS**

**IMT. 1. Extension of Geographical Area**

In consideration of the payment of an additional premium of INR.....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. 17. Personal Accident Cover to Paid Drivers, Cleaners and Conductors**

In consideration of the payment of an additional premium, it is hereby understood and agreed that the 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 traveling in the insured vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :

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

Provided always that

- 1) Compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of INR.....\* 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.

NOTE: \* The Capital Sum Insured (CSI) per person 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 INR.....\* is hereby made to the insured. Subject otherwise to the terms conditions limitations and exceptions of the policy.

NOTE: \*To insert INR\_\_\_\_ for Mis-D vehicles.

**IMT. 28. Legal Liability to paid Driver and/or Conductor and/or Cleaner employed in connection with the operation of Insured Vehicle**

In consideration of an additional premium of Rs 50/- notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the 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.

NOTE: \*In case of Private cars (not used for hire or reward) delete this para.

**IMT. 45. Indemnity to Hirer – Liability Only Policy – Negligence of the Owner or Hirer**

It is hereby declared and agreed that in consideration of payment of an additional premium of INR..... the Insurer will indemnify any hirer of the Motor Vehicle against liability as defined in this Policy arising in connection with the Motor Vehicle while let on hire. Provided that any such hirer shall as though he were the Insured observe fulfil and be subject to the terms, exceptions, conditions, and limitations of this Policy in so far as they apply.

**IMT. 46. Legal Liability to Passengers Excluding Liability for Accidents to Employees of the Insured arising out of and In course of their Employment**

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

In consideration of an additional premium of INR..... and notwithstanding anything to the contrary contained in Section II-I(c) but 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 Section II - I ( B ) being carried in or upon or entering or mounting or alighting from the vehicle insured.

Provided always that in the event of an accident occurring whilst the vehicle insured is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the 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 three children not exceeding 15 years of age will be reckoned as two persons and any child in arms not exceeding 3 years of age will be disregarded.

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

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

(For use with 'Liability Only' Policy) In consideration of an additional premium of INR..... 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/ Navvies/ Shovels/ Grabs/Rippers.**

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

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

N. B.: Omit paragraph (a) for:- (i) Liability only Policies. (ii) Package Policies where an additional premium has been paid for inclusion of damage by overturning.

NOTE: \* Insert make, number or some other means of identification. Where a premium reduction is allowed for exclusion of damage when in use as a tool of trade omit from paragraph (a) (the words "resulting from overturning" and "except for loss .... or theft".

#### **IMT.48. Agricultural and Forestry Vehicles and Other Miscellaneous vehicles with Trailers attached - Extended Cover**

It is hereby declared and agreed that in consideration of an additional premium of Rs....., 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 II.I of the Policy in respect of breakage of any part of the agricultural trailer or implements caused by ground obstructions.

Schedule of Trailers \* Description

Insured's Declared value (IDV)

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

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

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

#### **IMT .49. Exclusion of Liability to the Public Working Risk (Except as required by the Motor Vehicle Act, 1988)**

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

- a) the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle.
- b) the operation other than in or upon the Motor Vehicle forming part of or attached to
- c) the Motor Vehicle.

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

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

- a) death injury or damage caused by or resulting from
  - I. subsidence flooding or water pollution.
  - II. Damag.,e 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.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.

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