

Kshema Passenger Carrying Vehicle Liability Only Policy

Policy Wordings

Section I Operative Clause

WHEREAS You the Insured named in the Schedule chose this **Kshema Passenger Carrying Vehicle 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.

NOW THIS POLICY WITNESSETH:

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

Section II Scope of Cover

a) Liabilities to Third Parties

- i. Subject to the Limits of liability as laid down in the schedule hereto, we will pay you 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 you become legally liable to pay in respect of
 - Death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act.
 - Damage to property other than property belonging to you or held in trust or in the custody or control of you up to the limit specified in the schedule.

b) We will also pay all costs and expenses incurred with its written consent.

c) In terms of and subject to the limitations of the indemnity which is granted by this policy to you, we will pay 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 in your observe fulfill and be subject to the terms exceptions and

conditions of this policy in so far as they apply.

d) 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 in your observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

e) The Company may at its own option

- Arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and
- Undertake the defense of proceedings in any Court of Law in respect of any act or alleageoffence causing or relating to any event which may be the subject of indemnity under this Policy.

AVOIDANCE OF CERTAIN TERMS AND RIGHTS 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 for the claims. But you have to repay all the sums paid by us which we would not have been liable to pay but for the said provisions.

APPLICATION OF LIMITS OF LIABILITY

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 you.

ii. Personal Accident Cover to Owner Driver

Subject otherwise to the terms exceptions conditions and limitations of this Policy, we undertake to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle in direct connection with your vehicle 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% of CSI
ii. Loss of two limbs or sight of two eyes or one limb and sight of one eye	100% of CSI
iii. Loss of one limb or sight of one eye	50% of CSI
iv. Permanent Total Disablement from injuries other than named above resulted in 100 % disability.	100% of CSI

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 Company shall not in the aggregate exceed the sum as mentioned in policy schedule 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-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 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

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"
 - 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, you have to 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, we will 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 claim writ summons and/or process shall be forwarded to us, immediately on receipt by you. Notice shall also be given in writing to us, immediately You, 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 You, without the written consent of us, which shall be entitled if it so desires, to take over and conduct in the name of yours, the defense or settlement of any claim or to prosecute in the name of the Insured 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 You shall give all such information and assistance as we may require. If we make any payment in settlement of any claim and such payment includes any amount not covered by this Policy, you shall repay to us the amount not so covered.
3. You shall take all reasonable steps to maintain the Your vehicle in efficient condition and we will have at all times free and full access to examine Your vehicle or any part thereof or any driver or employee of Yours.
4. Cancellation Clause:
 - a) 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.

- b) 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.
- c) We will –
 - I. 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.
 - II. Refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.
 - III. 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, we will 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 us 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 us accordingly within the aforesaid period. All such applications should be accompanied by:
 - Death Certificate in respect of the Insured
 - Proof of title to the vehicle
 - Original Policy.

Section V Grievance Redressal Clause

If You have a 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 or grievance, You may contact the Policy issuing office or email Us at customer.support@kshema.co or through Kshema Application or write to Us at Grievance Redressal Officer, KSHEMA GENERAL INSURANCE LIMITED, Regd. Office #413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016.
2. If You are not satisfied with the resolution provided, you may escalate to our Nodal Desk E-mail gro@kshema.co or raise the grievance through our website at <https://kshema.co/grievance-redressal/>
3. In case Your complaint is not fully addressed by Us, you may use the Bima Bharosa, a Grievance Redressal Portal of IRDAI (Bima Bharosa) for escalating the complaint to IRDAI. Through Bima Bharosa You can register Your complaint online and track its status. For registration, please visit Website <https://bimabharosa.irdai.gov.in/>
4. If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance at <https://www.ciains.co.in>.

I. Insurance Ombudsman Offices in India:

The contact details of the Insurance Ombudsman offices are as below.

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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 - 25501 201/02	oio.ahmedabad@cioins.co.in
2.	BENGALURU	Ms Neerja Kapur	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 - 26652 048 / 26652 049	oio.bengaluru@cioins.co.in
3.	BHOPAL	Shri Ajay Kumar	Insurance Ombudsman	1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011.	Madhya Pradesh, Chhattisgarh.	0755 - 27692 01 / 27692 02 / 27692 03	oio.bhopal@cioins.co.in
4.	BHUBANESWAR	Shri. Bimbadhar Pradhan	Insurance Ombudsman	62, Forest park, Bhubaneswar – 751 009.	Odisha	0674 - 25964 61 / 25964 55/259 6429/2 59600 3	oio.bhubaneswar@cioins.co.in
5.	CHANDIGARH	Ms Alka Jha	Insurance Ombudsman	Jeevan Deep Building SCO 20-27, Ground Floor Sector-17 A, Chandigarh – 160 017.	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	0172- 27064 68	oio.chandigarh@cioins.co.in

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6.	CHENNAI	Shri. K.Vinayak Rao	Insurance Ombudsman	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).	044 - 24333 668 / 24333 678	oiio.chennai@cioins.co.in
7.	DELHI	Ms Sunita Sharma	Insurance Ombudsman	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.	011 - 46013 992/23 21350 4/2323 2481	oiio.delhi@cioins.co.in
8.	GUWAHATI	Shri. Ajay Kumar Sharma	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 - 26322 04 / 26022 05 / 26313 07	oiio.guwahati@cioins.co.in
9.	HYDERABAD	Ms G Shobha Reddy	Insurance Ombudsman	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	040 - 23312 122 / 23376 991 / 23376 599 / 23328 709 / 23325 325	oiio.hyderabad@cioins.co.in
10.	JAIPUR	Shri Satyajeet Rajan	Insurance Ombudsman	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan	0141 – 27403 63	oiio.jaipur@cioins.co.in
11.	KOCHI	Shri Pradeep Kumar Jain	Insurance Ombudsman	10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi - 682 011.	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	0484 – 23587 59	oiio.eranakulam@cioins.co.in

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12.	KOLKAT A	Ms Kiran Sahdev	Insurance Ombudsman	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.	033 - 22124 339 / 22124 341	oio.kol kata@ cioins. co.in
13.	LUCKN OW	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, Varan asi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnag ar, Sultanpur, Maharajgang, Santkabirnagar , Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli,	0522 - 40020 82 / 35006 13	oio.luc know @cioin s.co.in

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					Ballia, Sidharathnaga r.		
14.	MUMBAI	Ms Sarojini S Dikhale	Insurance Ombudsman	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.	022 - 69038 800/27 /29/31 /32/33	oio.mumbai@cioins.co.in
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, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha nagar, Ghaziabad, Hardoi,	0120-25142 52 / 25142 53	oio.noida@cioins.co.in

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					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- 25470 68	oio.patna@ciains.co.in
17.	PUNE	Shri Sunil Jain	Insurance Ombudsman	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No's. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region	020- 24471 175	oio.pune@ciains.co.in
18.	THANE	Shri Umesh Sinha	Insurance Ombudsman	2nd Floor, Jeevan Chintamani Building, Vasantnao Naik Mahamarg, Thane (West)- 400604	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai , M/East, M/West, N, S and T."	022- 20812 868/69	oio.thane@ciains.co.in

*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 -Mentioned on the schedule

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Web - www.Kshema.co

E-mail: Mentioned on the schedule

Customer Service: 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% of CSI
II. Loss of two limbs or sight of two eyes or one limb and sight of one eye	100% of CSI
III. Loss of one limb or sight of one eye	50% of CSI
IV. Permanent total disablement from injuries other than named above	100% of CSI

Provided always that

- Compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of INR 15,00,000/-* during any one period of insurance in respect of any such person.
- No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- Such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full

discharge in respect of the injury of such person. 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.

IMT-28 Legal Liability to paid Driver and/or Conductor and/or Cleaner employed in connection with the operation of Insured Vehicle (For all Classes of Vehicles)

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

Provided always that

- 1) This Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for insured's general employees;
- 2) The insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;
- 3) * the insured shall keep record of the name of each paid driver conductor cleaner or persons employed in loading and/or unloading and the amount of wages and salaries and other earnings paid to such employees and shall at all times allow the insurer to inspect such records on demand.
- 4) In the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed. Subject otherwise to the terms conditions limitations and exceptions of the Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

NOTE: *In case of motorised two wheelers (not used for hire or reward) delete this para.

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 `..... and notwithstanding anything to the contrary contained in Section II-1 (b) and (c) it is hereby understood and agreed that the

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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 INR..... 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 Fatal Accidents 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.

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)

1. For use with Package Policies.

In consideration of an additional premium ofand notwithstanding anything to the contrary contained in Section II - 1 (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 Law costs of any claimant) for death of or bodily injury to any person other than a person excluded under Section II-1 (B) 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 rate able 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 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.

2. For use with Liability only Policy.

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In consideration of an additional premium ofand 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 rateables 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. 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 50/-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.

KSHEMA GENERAL INSURANCE LIMITED

Kshema Passenger Carrying Vehicle Liability Only Policy

UIN: IRDAN162RPMT0011V01202425

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