

## Kotak Commercial Vehicle Secure (Goods Carrying Vehicle) INDIA MOTOR TARIFF – ENDORSEMENTS

### IMT. 1. Extension of Geographical Area

In consideration of the payment of an additional premium of ₹.....it is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary the Geographical Area in this Policy shall from the ... /... /..... to the ... /... /.....(both days inclusive) be deemed to include.\*

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured/ injury to its occupants / third party liability in respect of the vehicle insured during sea voyage / air passage for the purpose of ferrying the vehicle insured to the extended geographical area.

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

**NOTE:** \*Insert Nepal/ Sri Lanka/ Maldives/ Bhutan/ Pakistan/Bangladesh as the case may be.

### IMT. 3. Transfer of Interest

It is hereby understood and agreed that as from...../...../..... the interest in the policy is transferred to and vested in .....of ..... carrying on or engaged in the business or profession of ..... who shall be deemed to be the insured and whose proposal and declaration dated ..... /...../..... shall be deemed to be incorporated in and to be the basis of this contract.

Provided always that for the purpose of the No Claim Bonus, no period during which the interest in this policy has been vested in any previous Insured shall accrue to the benefit of.

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

### IMT. 4. Change of Vehicle

It is hereby understood and agreed that as from ...../...../..... the vehicle bearing Registration Number ..... is deemed to be deleted from the Schedule of the Policy and the vehicle with details specified hereunder is deemed to be included therein-

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

In consequence of this change, an extra / refund premium of ₹..... is charged/ allowed to the insured.

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

### IMT. 5. Hire Purchase Agreement

It is hereby understood and agreed that..... (hereinafter referred to as the Owners) are the Owners of the vehicle insured and that the vehicle insured is subject of an Hire Purchase Agreement made between the Owners on the one part and the insured on the other part and it is further understood and agreed that the Owners are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

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

### IMT. 6. Lease Agreement

It is hereby understood and agreed that..... (hereinafter referred to as the Lessors) are the Owners of the vehicle insured and that the vehicle insured is the subject of a Lease Agreement made between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Lessors as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this policy is issued to the insured namely ..... as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors, of his rights benefits and claims under this policy and further nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

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

### IMT. 7. Vehicles subject to Hypothecation Agreement

It is hereby declared and agreed that the vehicle insured is pledged to / hypothecated with..... (hereinafter referred to as the Pledgee) and it is further understood and agreed that the Pledgee is interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the Insured or the Insurer respectively under or in connection with this Policy or any term, provision or condition thereof.

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

### IMT. 10. Installation of Anti-Theft Device

In consideration of certification by .....\* that an Anti-Theft device approved by Automobile Research Association of India (ARAI), Pune has been installed in the vehicle insured herein a premium discount of ₹.....\*\* is hereby allowed to the insured.

It is hereby understood and agreed that the insured shall ensure at all times that this Anti-theft device installed in the vehicle insured is maintained in efficient condition till the expiry of this policy.

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

#### NOTE:

- \* The name of the certifying Automobile Association is to be inserted.
- \*\* Premium discount calculated as per tariff provision is to be inserted. For mid-term certification of installation of Anti-Theft device pro-rata proportion of tariff discount for the unexpired period is to be inserted.

### IMT. 11. A. Vehicles Laid Up

(Lay-up period declared)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that from..... /..... /..... to..... /..... /..... the vehicle insured is laid up in garage and not in use and during this period all liability of the insurer under this policy in respect of the vehicle insured is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS, in consideration whereof

- a) #The insurer will deduct from the next renewal premium the sum of ₹.....\* 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 ₹.....\*\*

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

#### NOTE:

- # To delete (a) or (b) as per option exercised by the insured.
- \*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.
- \*\* The proportionate premium required for Fire and / or Theft cover for the vehicle for the laid up period is to be inserted.
- In case of Liability Only Policies the words in CAPITALS should be deleted.
- In case of policies covering Liability Only and
  - Fire risks, the words 'BURGLARY HOUSEBREAKING OR THEFT' are to be deleted;
  - Theft risks, the words 'FIRE EXPLOSION SELF IGNITION OR LIGHTNING' are to be deleted.
  - Fire and Theft risks no part of the words in capitals are to be deleted.

### IMT. 11. B. Vehicles Laid Up

(Lay-up period not declared)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that as from..... /..... /..... the vehicle no. .... insured hereunder is laid up in garage and not in use and liability of the insurer under this policy in respect of the said vehicle is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF-IGNITION OR LIGHTNING OR BURGLARY, HOUSEBREAKING, THEFT OR RIOT STRIKE MALICIOUS DAMAGE TERRORISM OR STORM TEMPEST FLOOD INUNDATION OR EARTHQUAKE PERILS.

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

#### NOTE:

- In case of Liability Only Policies the words in CAPITALS should be deleted.
- In case of policies covering Liability Only and
  - Fire risks, the words 'BURGLARY HOUSEBREAKING OR THEFT' are to be deleted;
  - Theft risks, the words 'FIRE EXPLOSION SELF IGNITION OR LIGHTNING' are to be deleted.
  - Fire and Theft risks no part of the words in capitals are to be deleted.

### IMT. 11. C. Termination of the Undeclared Period of Vehicle Laid up

It is hereby understood and agreed that the insurance by this Policy in respect of vehicle no. .... insured hereunder is reinstated in full from..... /..... /..... and the Endorsement 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 ₹.....\* 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 ₹.....\*\*

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

#### NOTE:

- # To delete (a) or (b) as per option exercised by the insured.
- \*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.

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

### IMT. 12. Discount for Specially Designed/Modified Vehicles for the Blind, Handicapped and Mentally Challenged Persons

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

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

### IMT. 13. Use of Vehicle within Insured's Own Premises

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

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. 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 ₹.....\* 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. 19. Cover for Vehicles Imported without Customs Duty

Notwithstanding anything to the contrary contained in this policy it is hereby understood and agreed that in the event of loss or damage to the vehicle insured and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle insured is held for repair or in the event of the insurer exercising the option under ...., \* to pay in cash the

amount of the loss or damage the liability of the insurer in respect of any such part shall be limited to:

- a) (i) The price quoted in the latest catalogue or the price list issued by the Manufacturer or his Agent for the country in which the vehicle insured is held for repair less depreciation applicable; OR  
(ii) If no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy; and
- b) The reasonable cost of fitting such parts.

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

**NOTE:** \* Insert 'Condition 4' in the case of Commercial Vehicles Policy.

#### **IMT. 20. Reduction in the Limit of Liability for Property Damage**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the insurers liability is limited to ₹ 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 ₹.....\* is hereby made to the insured.

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

**NOTE:** \*To insert ₹ 150 for Commercial Vehicles (three wheelers and taxis) or ₹ 200 for Commercial Vehicles (excluding three wheelers and taxis).

#### **IMT. 21. Special Exclusions and Compulsory Deductible**

(Applicable to all Commercial Vehicles excluding taxis and motorized two wheelers carrying passengers for hire or reward.)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that:

##### a) Special Exclusions

Except in the case of Total Loss of the vehicle insured, the insurer shall not be liable under Section I of the policy for loss of or damage to lamps tyres tubes mudguards bonnet side parts bumpers and paint work.

##### b) Compulsory Deductible

In addition to any amount which the insured may be required to bear under para (a) above the insured shall also bear under section I of the policy in respect of each and every event (including event giving rise to total loss/constructive total loss) the first ₹.....\* of any expenditure (or any less expenditure which may be incurred) for which provision is made under this policy and/or of any expenditure by the insurer in the exercise of its discretion under Condition No.4 of this policy.

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

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

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

**NOTE:** \* to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.

#### **IMT. 23. Cover For Lamps Tyres / Tubes Mudguards Bonnet / Side Parts Bumpers Headlights and Paintwork of Damaged Portion Only**

In consideration of payment of an additional premium of ₹.....\*, notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that subject to conditions (a) (b) and (c) hereunder loss of or damage (excluding theft under any circumstances) to lamps tyres/tubes mudguards bonnet/side parts bumpers headlights and paintwork of damaged portion only is covered provided the vehicle is also damaged at the same time.

Subject to:

- a) Depreciation as per schedule provided in Section 1 of the policy. It is further understood and agreed that in respect of paint work for the damaged portion only (as referred to above) shall also be as per schedule provided in Section 1 of the policy.
- b) In addition to any amount which the insured may be required to bear under para (a) above, the insured shall also bear 50% of the assessed loss in respect of each and every claim under this Endorsement.
- c) It is also understood that no deductible other than those mentioned in (a) and (b) above shall be applicable in respect of a claim which become payable under this Endorsement.

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

**NOTE:** \* To insert the sum arrived at as per the provisions of G.R.40. NB.3. of the Tariff.

#### **IMT. 24. Electrical / Electronic Fittings**

(Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle; Package Policy only)

In consideration of the payment of additional premium of ₹....., notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against loss of or damage to such electrical and/or electronic fitting(s) as specified in the schedule whilst it/these is/are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section. 1 of the policy.

The insurer shall, however, not be liable for loss of or damage to such fitting(s) caused by/as a result of mechanical or electrical breakdown.

Provided always that the liability of the insurer hereunder shall not exceed the Insured's Declared Value (IDV) of the item.

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

#### **IMT. 25. CNG/LPG Kit In Bi-Fuel System**

(Own Damage cover for the kit)

In consideration of the payment of premium of ₹.....\* notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured in terms conditions limitations and exceptions of Section 1 of the policy against loss and/or damage to the CNG/LPG kit fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the policy.

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

**NOTE:** \* To insert sum arrived at in terms of G.R.42.

#### **IMT. 26. Fire and/or Theft Risks Only**

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.

**NOTE:**

1. In case of Fire Risk only, the words 'burglary housebreaking theft' are to be deleted.
2. 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**

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section I of the Policy the insurer shall not be liable there under except in respect of loss or damage by fire explosion self-ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils.

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

**NOTE:**

1. In case of Liability and Fire Risks only, the words 'burglary housebreaking theft' are to be deleted.
2. 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**

In consideration of an additional premium of ₹ 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. 34. Use of Commercial Type Vehicles for both Commercial and Private purposes**

In consideration of the payment of an additional premium of ₹..... and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that

- i. The insurer will indemnify the insured against his legal liability under Common Law and Statutory Liability under the Fatal Accidents Act, 1855 in respect of death of or bodily injury to any person not being an employee of the insured nor carried for hire or reward, whilst being carried in or upon or entering or mounting or alighting from any motor vehicle described in the Schedule to this Policy.
- ii. This Policy shall be operative whilst any vehicle described in the Schedule hereto is being used by the insured or by any other person with the permission of the Insured for social, domestic, or pleasure purposes.

Whilst any such vehicle is being so used the insurer will in terms and subject to the limitations of and for the purposes of Section II of this policy treat as though he were the Insured person using such vehicle provided that such person-

- 1) is not entitled to indemnity under any other Policy.
- 2) shall as though he 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.

**NOTE:** In case of Liability only Policies delete (1) above

#### **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 ₹..... of each and every claim in respect of which indemnity would but for this endorsement have been provided by Section I of this Policy.

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

For the purpose of this endorsement the expression "Claim" shall mean a claim or series of claims arising out of one cause in respect of the vehicle.

- 3) If the vehicle is used by the Hirer for carriage of passengers for hire or reward.  
\* For the purposes of this endorsement the insurer will in terms of and subject to the provisions contained in item I of Section II of this Policy, treat the Hirer as a person who is driving the Two wheeler.

Further it is agreed that the insured shall forward to the insurer the supplementary proposal referred to above, completed by the Hirer immediately after receipt thereof which proposal as well as that referred to in this policy shall be the basis of the contract expressed in this endorsement so far as it relates to the indemnity which is operative whilst the vehicle is let on hire to such Hirer. Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

**NOTE:** For Liability only policies delete the whole of items 1) and 2) and the paragraph in bold marked with \*.

\*\* Insurer to devise a suitable supplementary proposal form.

#### **IMT. 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**

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 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 Workmens 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**

In consideration of the paying of an additional premium of ₹..... 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. 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 ₹ 25/-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.

#### **MT. 43. Theft and Conversion Risk**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed in this Policy in consideration of the payment of additional premium @ 1.50% of IDV, Clause ii (b) (1) of Endorsement IMT-35 is hereby deemed to be deleted.

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

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

#### **IMT. 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 ₹..... 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.

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**

It is hereby declared and agreed that in consideration of payment of an additional premium of ₹..... 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. 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. 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. 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. 58. Loan or Hire of Motor Cars, Motorised Two Wheelers, Motor Vehicles to customers by Motor Dealers**

(Motor Trade Only)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the Motor Car(s), Motorised Two wheelers, Motor Vehicle(s) described in the Schedule hereto may be let out on loan or hire to insured's customers when their vehicle(s) is/are under repair with the insured.

Provided that the insured agrees to record in a register for the purposes of this policy the date of loan or hire of such vehicle(s), its Make and Registered Number (or Chassis Number if the loaned/hired vehicle itself is not registered) and the duration of the loan or hire and to submit to the insurer within one month of the expiry of each period of insurance a statement of the total number of days each loaned/hired vehicle was in use.

Provided also that the premium for this Policy shall be subject to adjustment on expiry of each period of insurance.

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

#### **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 ₹..... 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:

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. 60. Demonstration – Driving Extension**

(Applicable to Motor Trade Policies Only)

In consideration of the payment of an additional premium of ₹..... and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the policy shall be operative whilst the vehicles are being driven for the purpose of demonstration by person(s) not in the employment of the insured provided he/she/they is/are driving with the insured's permission and is/are accompanied by the insured or by any person(s) in the insured's employment.

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

#### **IMT. 61. Tuition - Driving Extension**

(Applicable only to Motor Trade Policies issued on named driver basis.)

In consideration of the payment of an additional premium of ₹..... and notwithstanding anything to the contrary it is hereby understood and agreed that the policy shall be operative whilst the vehicles insured are being used for purpose of demonstration or tuition by any other person, provided he/she is driving with the insured's permission and is accompanied by a named driver mentioned in the policy Schedule.

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

**IMT. 62. Deletion of 50% Limitation Clause in Respect of Damage to Tyres**

(Applicable to Motor Trade Road Transit Risks Policies only)

In consideration of the payment of an additional premium of ₹..... it is hereby understood and agreed that the words ...when the liability of the Insurer is limited to 50% of the cost of the replacement ..... are hereby deleted from proviso (b) of Section I(1) of the policy.

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

**IMT. 64. Open – Air Car Parks**

(Motor Trade Internal Risks Only)

In consideration of the payment of an additional premium, it is hereby

understood and agreed that for the purpose of this Policy the Premises shall be deemed to include the car park at ..... \* superficial area not exceeding ..... \*\*

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

**NOTE:** \* To insert location

\*\* To insert appropriate area

**IMT. 65. Work Away from Premises**

(Motor Trade Internal Risks Only)

In consideration of the payment of an additional premium it is hereby understood and agreed that the premises are deemed to include any place at which the insured is performing work not being premises under the control of the insured provided that the insurer shall not be liable in respect of injury or damage resulting from the driving of the vehicle insured in a public place in INDIA within the meaning of the Motor Vehicles Act, 1988.

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

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

**NOTE:** In the case of pedestrian controlled tractors insert in 'Description' in the Schedule of Attachments "any standard attachment of the ... Tractor supplied by the makers".