

Liability Only (Misc. D)
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 inof carrying on or engaged in the business or profession of who shall be deemed to be the insured and whose proposal and declaration dated /...../..... shall be deemed to be incorporated in and to be the basis of this contract.

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

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

IMT. 11. A. Vehicles Laid Up

(Lay-up period declared)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that from..... /..... /..... to..... /..... /..... the vehicle insured is laid up in garage and not in use and during this period all liability of the insurer under this policy in respect of the vehicle insured is suspended 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:

- 1. # To delete (a) or (b) as per option exercised by the insured.
- 2. *The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay-up periods is to be inserted.
- 3. ** The proportionate premium required for Fire and / or Theft cover for the vehicle for the laid up period is to be inserted.
- 4. In case of Liability Only Policies the words in CAPITALS should be deleted.
- 5. In case of policies covering Liability Only and
 - a) Fire risks, the words 'BURGLARY HOUSEBREAKING OR THEFT' are to be deleted;
 - b) Theft risks, the words 'FIRE EXPLOSION SELF IGNITION OR LIGHTNING' are to be deleted.
 - c) 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:

- 1. In case of Liability Only Policies the words in CAPITALS should be deleted.
- 2. In case of policies covering Liability Only and
 - a) Fire risks, the words 'BURGLARY HOUSEBREAKING OR THEFT' are to be deleted;
 - b) Theft risks, the words 'FIRE EXPLOSION SELF IGNITION OR LIGHTNING' are to be deleted.
 - c) 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:

- 1. # To delete (a) or (b) as per option exercised by the insured.
- 2. *The proportionate full policy premium for the period of lay up less the proportionate premium for the Fire and /or Theft risks for the lay-up periods is to be inserted.
- 3. **The proportionate premium required for Fire and / or Theft cover for the vehicle for the laid-up period is to be inserted.

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. 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. 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. 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.

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.

Liability only (Misc. D) UIN: KMG-MT-P16-56-V01-15-16

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