

KIWI GENERAL INSURANCE LIMITED

POLICY WORDINGS

Kiwi Motor - Liability Only Insurance

This is a **contract** between you and Kiwi General Insurance Limited.

We will insure your vehicle based on the information and declarations made by you, the premium paid by you and the terms and conditions of this Policy shown in the Policy Schedule and Endorsement if any. This Policy provides cover only within India, unless specified otherwise in your Policy Schedule. The Policy wording, the Policy Schedule, the Certificate of Insurance and any Endorsement form a single contract and must be read together. Any word or expression once defined in any of these documents means the same wherever it is used in this Policy. We will provide the covers (including any optional covers you have chosen) up to the limits stated in your Policy Schedule or Endorsement.

We will encourage you to read all your policy documents carefully.

A. DEFINITIONS

Words used in the policy are defined in this section. Any word defined means the exact same thing throughout all your policy documents, whether it's singular or plural, regardless of gender, and including any updated laws.

1. **Endorsement** means an authorised variation and/or amendment and/or addition to your Policy by us and forms part of the Policy.
2. **Hospitalisation** means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.
3. **Family member** means your Spouse, Parents, Parents-in law, Grand Parents, Children, and Sibling.
4. **IMT** means the erstwhile India Motor Tariff, 2002. The IMT numbers referenced in this policy wording correspond to standard endorsements and provisions under the said tariff.
5. **Insured event** means an accident or an event during the Policy Period, caused by or arising out of perils covered under the Policy / Endorsements / Optional Covers during the use of the vehicle within the geographical area mentioned in the Policy Schedule. The word insured event and accident can be used interchangeably.
6. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
7. **Medical Practitioner** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Central Council of Indian Medicine or Central

Council of Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within its scope and jurisdiction of license.

8. **Medically Necessary Treatment** means any treatment, tests, medication, or stay in Hospital or part of a stay in Hospital which:
 - I. is required for the medical management of the Injury suffered by You/ Driver/ Occupants;
 - II. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - III. must have been prescribed by a Medical Practitioner;
 - IV. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
9. **Nominee** means the person or persons named by the owner-driver and specified in the Policy Schedule as Nominee to receive the benefits payable under this Policy in the event of the death of the Owner-driver. If the Nominee is below 18 years of age, an adult appointee/guardian shall be appointed to receive the benefits on behalf of the minor until the minor attains majority.
10. **Outpatient Department (OPD) treatment** means the one in which the insured visits a clinic/Hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
11. **Policy** means the Proposal, the Policy Schedule, the Certificate of insurance, the policy wordings (this document) and any endorsement We have issued under this Policy, all of which should be read together as one contract.
12. **Policy period** means the period mentioned in the Policy Schedule during which the policy is valid and operative.
13. **Policy Schedule** means schedule attached to the policy.
14. **Policy Year** means a period of twelve consecutive months commencing from the Policy commencement date or from any subsequent Policy anniversary during the Policy period. In case of long-term Policy, exceeding twelve months, each successive twelve-month period shall be treated as a separate Policy year, except that the final Policy year may be of a shorter duration if the Policy period does not end on a Policy anniversary. In case of short-term Policy, less than twelve months, the policy period will be equal to as mentioned in the Policy Schedule.
15. **Proposal** means, the application or questionnaire form, (including any declarations, statements and disclosures made thereunder) completed and made by or for You, whether in writing, online, over the phone or otherwise via secured medium.
16. **Reasonable and Customary charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the Illness / Injury involved.

17. **You, Your, Yourself** means the person/organisation named in the Policy Schedule as insured and under whose name this Policy is issued. In case Policy Schedule refers to an organisation, then the representative / employee to whom vehicle has been allotted for his/her use, would be deemed as You, Your, Yourself.

18. **We, Us, Our, Ourselves** means Kiwi General Insurance Limited.

B. COVERAGE

SECTION 1: LIABILITY TO THIRD PARTIES

1. We will indemnify You subject to the limits of liability as mentioned in the Policy Schedule, in the event of an accident during the Policy period, caused by or arising out of the use of the vehicle, against all sums which You will become legally liable to pay in respect of:-
 - a. Death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act.
 - b. Damage to property other than property belonging to You or held in trust or in Your custody or control.
2. We will pay all costs and expenses incurred with regard to Section 1: 1.a and Section 1: 1.b above with Our written consent.
3. Indemnification as above shall also extend to any driver who is driving the vehicle on Your order or with Your permission provided that such driver shall as though he/she was the insured, observe fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they apply, subject to the limitations of the indemnity granted by this section to You.
4. In the event of the death of any person entitled to indemnity under this policy, We will indemnify his/her personal representative, in respect of the liability incurred by such person, subject to terms and limitations of this Policy, provided that such personal representative, shall as though was the insured, observe, fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they apply.
5. We may at Our discretion:
 - a. Arrange for representation at any Inquest or Fatal Inquiry, in respect of any death which may be the subject of indemnity under this Policy and
 - b. Undertake the defence of proceedings in any Court of Law, in respect of any act or alleged offence, causing or relating to any event, which may be the subject of indemnity under this Policy.
6. Application of limits of indemnity:
 - a. In the event of any accident involving indemnity to more than one person, any limitation by the terms of this Policy and/or any Endorsement on the amount of any indemnity,

shall apply to the aggregate amount of indemnity to all persons indemnified, and such indemnity shall apply in priority to You.

- b. Legal Liability to employees of the insured other than paid driver and /or conductor and/or cleaner who may be travelling or driving in the Employer’s vehicle (Applicable for Private Cars only/ Motorised two wheelers (not for hire or reward)
 - We will indemnify You subject to the terms, exceptions, conditions and limitations of this Policy, against Your liability at Common Law and Statutory Liability under the Fatal Accidents Act, 1855 for compensation (including legal costs of any claimant) for death of or bodily injury to Your employee (other than paid drivers) being carried in or upon or entering in or getting on to or alighting from or driving the insured vehicle.
 - Provided that in the event of an accident, whilst the insured vehicle is carrying more number of employees (including the driver) than the seating capacity of the insured vehicle as per Registration certificate, then You shall repay Us a rateable proportion of the total amount payable by Us in respect of accident in connection with such insured vehicle.

SECTION 2: PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

We will pay compensation as per the following scale, expressed as the percentage of sum insured mentioned in the Policy Schedule against this cover for bodily injury/ death sustained by You, being the Owner-driver of the vehicle, in direct connection with the insured vehicle or whilst driving or mounting into or dismounting from the insured vehicle or whilst traveling in it as a co-driver, caused by violent, accidental, external and visible means which independent of any other cause shall within six calendar months of such injury result in:

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

Provided always that:

1. Compensation shall be payable to You under only one of the items (i) to (iv) above, arising out of any one occurrence and Our total liability shall not in the aggregate exceed the sum insured mentioned in the Policy Schedule during any one Policy year.
2. No compensation shall be payable in respect of death or bodily injury directly or indirectly, wholly or in part, arising or resulting from or traceable to
 - a. intentional self injury, suicide or attempted suicide, physical defect or infirmity or
 - b. An accident happening, whilst you or any person is driving under the influence of alcohol or drugs or other intoxicant.
3. Such compensation shall be payable directly to You or to Your Nominee, legal heirs or representatives whose receipt shall be the full discharge in respect of the injury or death to You.

This cover is subject to:

- a. You being the registered owner of the insured vehicle;
- b. You being the insured named in this Policy;
- c. You hold an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

C. OPTIONAL COVERS

All of the covers in this section shall be in consideration of the payment of an additional premium (unless mentioned as a discount within the relevant coverage definition) and shall be subject to the terms, conditions, exclusions and limitations of this policy.

1. Owner Driver Accident Cover Booster

Enhances Your limits for payout under the benefit “Section 2 Personal Accident Cover for Owner-Driver”

We will pay, if you are the owner driver and in case of injury or death while driving, travelling, entering, or exiting the insured vehicle, we will pay out according to the scale below, expressed as the percentage of sum insured mentioned in the Policy Schedule against this cover.

The injury or death must be from a clear, physical accident caused by external violent and visible means which (unrelated to any other medical cause) results in one of the following within six calendar months from the event of injury.

| 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% |

Cover Conditions:

1. For a single accident, we will only pay for one injury category (items i to iv). This payment is in addition to the coverage under Section 2 of this policy. However, the total payout during the policy year will never exceed the maximum limit shown in your Policy Schedule.
2. You are the registered owner of the vehicle.
3. You are the Insured named in the policy
4. You hold a valid driving license (as required by the Central Motor Vehicles Rules, 1989) at the exact time of the accident.

5. We will pay this compensation directly to you, your nominee, your legal heir or your legal representatives. Once you (or they) accept this payment, the claim for your injury or death is considered fully settled and closed.

We will not pay:

1. Any compensation for any death or injury caused (directly or indirectly) by:
 - a. Intentional self-harm, suicide, attempted suicide, or any existing physical defects or conditions; or
 - b. An accident happening, whilst you or any person is driving under the influence of alcohol or drugs or other intoxicant.

2. Passenger Accident Cover Booster

We will pay, if you are an unnamed person(s)/passenger(s) in direct connection with the insured vehicle and in case of injury or death while driving, travelling, entering, or exiting the insured vehicle, we will pay out according to the scale below, expressed as the percentage of sum insured mentioned in the Policy Schedule against this cover.

The injury or death must be from a clear, physical accident caused by external violent and visible means which (unrelated to any other medical cause) results in one of the following within six calendar months from the event of injury.

| 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% |

Cover Conditions:

1. For a single accident, we will only pay for one injury category (items i to iv) per person. This payment is in addition to the coverage under Personal Accident to Unnamed Passengers (IMT 16). However, the total payout for any one person during the policy year will never exceed the maximum limit shown in your Policy Schedule. The number of people covered will also be the same as declared in IMT 16.
2. If the injured person was driving the insured vehicle, he must have held a valid driving license (as per Rule 3 of the Central Motor Vehicles Rules, 1989) at the exact time of the accident.

3. We will only pay this compensation with your approval. Payments will be made directly to the injured person or their legal heirs. Once you (or they) accept this payment, the claim for your injury or death is considered fully settled and closed.

We will not pay:

1. Any compensation for any death or injury caused (directly or indirectly) by:
 - i. Intentional self-harm, suicide, attempted suicide, or any existing physical defects or conditions; or
 - ii. An accident that happens while the person is under the influence of alcohol, drugs, or other intoxicants. (Exception: If you are intoxicated but someone else is driving the vehicle, this exclusion does not apply to you).

3. Accident OPD Cover

We will cover the Emergency Medical Expenses (OPD) for You, the driver, or any passenger injured in the accident of your vehicle during the policy period.

We will pay:

1. For the injuries that happen while getting in, getting out, driving, or riding in the vehicle, provided the treatment is received at a hospital, nursing home, or clinic on an out-patient basis. Covered medical expenses include:
 - a. Doctor consultation fees.
 - b. Prescribed medicines and medical supplies.
 - c. Prescribed Diagnostic procedure & tests (like X-rays or blood work).
 - d. Prescribed Physiotherapy
 - e. Medical Equipment as recommended by the doctor like crutches, wheelchairs, or artificial limbs.
 - f. Ambulance charges, to transport the injured person to a hospital or nursing home.

Cover Conditions:

1. **Seating Capacity & Limits:** At the time of the accident, the vehicle must not be carrying more passengers than its officially registered limit.
2. **Direct Payouts:** With your approval, we will pay these expenses directly to the injured driver, passenger, or their legal heirs.
3. You must file a Police First Information Report (FIR)

We will not pay:

1. Injuries or medical issues not directly caused by the insured event.
2. Any expenses that do not have original bills, receipts, and a doctor's prescription.
3. Treatment that starts more than 5 days after the exact date and time of the accident.

4. Injuries caused by intentional self-harm, suicide, attempted suicide, or existing physical conditions.
5. Accidents that happen while the driver is under the influence of alcohol or drugs.
6. Pregnancy or maternity expenses, except for a miscarriage or premature birth caused directly by the accident.
7. Any treatment or part of a treatment that is not "Reasonable and Customary" nor is Medically Necessary.

4. Accident Hospital Cover

We will cover the Emergency Medical hospitalisation Expenses requiring a continuous hospital admission of at least 24 hours, for you, the driver, or any passenger injured in the accident of your vehicle during the policy period.

We will pay:

1. For the injuries that happen while getting in, getting out, driving, or riding in the vehicle. Covered medical expenses include:
 - a. Room rent.
 - b. Intensive Care Unit (ICU) charges.
 - c. Professional fees for doctors, specialists, nurses, surgeons, and anesthesiologists.
 - d. Operation theatre (OT) charges.
 - e. Diagnostic tests (such as X-rays, pathology, MRIs, and CT scans).
 - f. Prescribed medicines, drugs, and medical supplies (including anesthesia, blood, oxygen, patient meals, surgical appliances, and implanted medical devices).
 - g. Physiotherapy recommended by the treating doctor.
 - h. Post-hospitalisation medical expenses for up to 90 days after being discharged, provided it is for the same injury.
2. **Day Care Procedures:** If an injured person or passenger of the insured vehicle needs a medical or surgical procedure that requires general or local anesthesia in a hospital or day care center, but takes less than 24 hours, we will cover it up to your Sum Insured. However, standard out-patient department (OPD) visits are not covered.
3. **Road Ambulance:** We will pay for ambulance charges up to your Sum Insured to transport the injured person to a hospital or nursing home after the accident. You must use a registered ambulance provider Only.

Cover Conditions:

1. **Seating Capacity:** At the time of the accident, the vehicle must not be carrying more passengers than its officially registered limit.
2. **Direct Payouts:** With your approval, we will pay these expenses directly to the injured driver, passenger, or their legal heirs.
3. You must file a Police First Information Report (FIR)

We will not pay:

1. Injuries or medical issues not directly caused by the insured event
2. Any expenses that do not have original bills, receipts, and a doctor's prescription.
3. Injuries caused by intentional self-harm, suicide, attempted suicide, or existing physical defects.
4. Accidents that happen while the driver is under the influence of alcohol or drugs.
5. Pregnancy or maternity expenses, except for a miscarriage or premature birth caused directly by the accident.
6. Any treatment or part of a treatment that does not form part of 'Reasonable and Customary Charges' nor is Medically Necessary.
7. Cosmetic or Plastic Surgery: Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s) or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
8. Dental care, unless it is required to fix healthy, natural teeth damaged in the accident.
9. Personal comfort items such as TV charges, phone calls, internet, outside food, cosmetics, toiletries, body care products, or beauty/barber services.
10. Over-the-counter dietary supplements (like but not limited to vitamins and minerals), unless specifically prescribed by a doctor as part of your official hospital or day-care treatment.
11. Investigation & Evaluation:
 - a. Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded.
 - b. Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded.
12. Breach of law: Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.
13. Unproven/Experimental treatment means the treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven
14. Any expenses claimed as Out-Patient Department (OPD) emergency medical expenses.

5. HospiCash

We will pay:

A daily amount (as shown in your Policy Schedule) for every full 24 hours that you, the driver, or a passenger spend in the hospital being treated for physical injuries.

Cover Conditions:

1. The injury must happen while getting in, getting out, driving, or riding in the insured vehicle during the policy period.

2. The injured person must be officially admitted to the hospital as an inpatient for a minimum of 24 consecutive hours.
3. We will pay double the daily cash amount for every day you or a passenger spends in an Intensive Care Unit (ICU).
4. If you or a passenger spend part of a day in the ICU and part of it in a regular room, we will still pay the double daily cash amount for that entire day.
5. Payouts are subject to the waiting periods mentioned in your Policy Schedule.
6. Seating Capacity: At the time of the accident, the vehicle must not be carrying more passengers than its officially registered limit.
7. Direct Payouts: With your approval, we will pay these expenses directly to the injured driver, passenger, or their legal heirs.
8. You must file a Police First Information Report (FIR)

We will not pay:

1. Hospital stays for sicknesses, diseases, or medical conditions that were not directly caused by the car accident.
2. Injuries that happen while you or a passenger are committing or attempting to commit a breach of law with criminal intent.
3. Injuries or medical issues not directly caused by the insured event
4. For Suicide, attempted suicide, or intentional self-harm.
5. If the driver was under the influence of alcohol or drugs.
6. Hospital stays for old injuries from accidents that happened before this policy started.

Deductible:

For every claim, you will be required to bear the deductible days specified in the Policy Schedule. We will not pay this portion of the claim.

6. Legal Assist

We will pay:

1. For the following in case of an Insured Event:
 - a. Your lawyer's professional fees.
 - b. Court fees for the first court where the case is filed.
 - c. Stamp duty charges.
 - d. Any other expenses related to that first court, except for bail money (which is not covered).
2. If we pay under the point above (Section 6.1) then we will pay miscellaneous expenses incurred as a result of the accident.

Cover Conditions:

1. You must report the accident to us within 7 days of occurrence of the accident.
2. You must file a Police First Information Report (FIR)
3. You must submit bills & receipts, to support the expenses made by you.
4. The accident must happen within the geographical limits specified in your policy.

We will not pay:

1. If the vehicle is not being used or driven in accordance with the applicable laws.
2. For any legal proceedings that are fake, fraudulent, exaggerated, or you have made misrepresentations.
3. If at the time of the accident, the person driving the Insured vehicle:
 - a. Was disqualified from driving.
 - b. Did not have a valid driving license.
 - c. Failed to comply with any laws relating to the vehicle's ownership or use.
4. For any deliberate, willful or intentional non-compliance of any statutory provision proved/established in the court judgement
5. If the person driving the Insured vehicle at the time of accident was under the influence of alcohol, drugs, or other intoxicants.
6. For any claim arising out of any contractual liability.
7. For legal proceedings between you and your family members arising out of the accident.
8. For fines, penalties, or damages you are ordered to pay.
9. For legal costs in a criminal case where you / driver of the Insured vehicle at time of accident, are found guilty.
10. For legal expenses not related to the accident or for getting your vehicle released.
11. For expenses in any court other than the very first court to hear the case.

7. Roadside Assistance

We will arrange Road Side Assistance services through our authorised service provider, in the event the insured vehicle is immobilised due to breakdown or accident, during the Policy Period and within the Covered Area (National highways, state highways and motorable roads of cities across India).

All services are provided on a best-effort basis and subject to the terms, conditions, and limitations specified under each benefit.

1. Breakdown Assistance over Phone

In the event of a vehicular issue, we will provide telephonic assistance to help assess the nature of the problem and guide the Insured on possible remedial actions.

2. On-site Repair

If the insured vehicle is immobilised due to a minor mechanical or electrical breakdown that can be repaired at the location without dismantling, we will arrange for a technician to attend to the vehicle.

- a. You do not have to pay the cost of technician dispatch and labour charges.
- b. The cost of spare parts, consumables, or any additional materials shall be borne by you.

3. Flat Tyre Assistance

If the insured vehicle is immobilised due to a flat tyre, we shall arrange for a technician to replace the flat tyre with the available spare tyre.

- a. If a spare tyre is not available, the flat tyre shall be taken to the nearest repair facility and refitted.
- b. All costs relating to repair, transportation, and consumables shall be borne by you.

4. Battery Jump Start

If the insured vehicle is immobilised due to a discharged battery, the Company shall arrange for a technician to provide jump-start assistance.

- a. You do not have to pay the labour & service charges.
- b. The cost of battery replacement, charging, or any related consumables shall be borne by you.

5. Emergency Fuel Delivery

If the insured vehicle runs out of fuel, the Company shall arrange delivery of up to 5 litres of fuel at the breakdown location.

- a. You do not have to pay for the cost of delivery.
- b. The cost of fuel shall be borne by you at prevailing market rates.

6. Key Assistance

In the event the keys of the insured vehicle are lost, broken, or locked inside the vehicle:

- a. We will arrange for a locksmith to unlock the vehicle, subject to verification of ownership.
- b. Alternatively, we shall arrange retrieval and delivery of spare keys from the Insured's residence or office.
- c. You do not have to pay the cost of such retrieval and delivery for a distance of up to 50 kilometres. Any distance beyond 50 kilometres shall be provided on a chargeable basis and shall be borne by you.

7. Towing

If the insured vehicle cannot be repaired on-site or is immobilised due to an accident, we shall arrange towing of the vehicle to the nearest workshop or a location opted by you.

- a. You do not have to pay for the towing charges for a distance of up to 25 kilometres from the breakdown location. Any distance beyond 25 kilometres shall be chargeable to the Insured as per applicable rates.
- b. Additional expenses such as toll charges, parking charges, or special recovery services (including but not limited to use of cranes or specialised equipment) shall be borne by you.

8. Additional Assistance

We will facilitate the below services if the Insured has availed towing services under this Section. These services shall be provided on a chargeable basis and subject to prior consent of the Insured.

- a. **Taxi Arrangement:** Arrangement of a taxi for onward travel from the breakdown location or workshop. All charges, including fare, tolls, parking, and waiting time, shall be borne by you. Charges and estimated arrival time shall be confirmed prior to dispatch.
- b. **Hotel Accommodation:** Arrangement of hotel stay at or near the breakdown location or as preferred by you. Room tariff and all incidental expenses, including meals, laundry, internet, and other services, shall be borne by you.
- c. **Repatriation of Repaired Vehicle:** Arrangement for transportation of the repaired vehicle from the workshop to a location specified by you. All associated charges shall be borne by you.
 1. Waiting charges shall be applicable in case of delay at the time of vehicle pick-up or drop and shall be charged separately.
 2. No cancellation charges shall apply if the request is cancelled at least 90 minutes prior to the scheduled pick-up time.
- d. **Driver Services:** Arrangement of a driver to deliver the repaired vehicle to the Insured's preferred location. The Insured shall ensure sufficient fuel availability and shall bear all charges including driver fees, tolls, parking, and any other applicable expenses.
 1. Waiting charges, if any, shall be charged separately.
 2. No cancellation charges shall apply if the request is cancelled at least 4 hours prior to the scheduled pick-up time.
- e. **Emergency Message Relay:** Assistance in communicating urgent messages to family members or contacts in case the Insured is unable to do so.

Cover Conditions:

- a. Services shall be provided on a best-effort basis and subject to accessibility, availability of service providers, and prevailing local conditions.
- b. Services may not be available in restricted or prohibited areas or where access to the vehicle is not feasible.
- c. We shall not be liable for any delay or failure in providing services due to circumstances beyond its control, including but not limited to natural calamities, strikes, or regulatory restrictions.
- d. We shall not be responsible for any consequential loss or damage arising from the provision of Road Side Assistance services.
- e. The Insured shall provide valid identification and proof of ownership of the vehicle at the time of availing services, wherever required.
- f. If an immobilised vehicle requires the unloading of goods, we will facilitate coordination and provide contact details for Load Transfer Assistance on a case-to-case basis.
- g. Actual cost of services wherever applicable shall be borne by the Customer.
- h. Maximum of 4 services will be provided in a policy year.

8. Extension of Geographical Area (IMT 1)

In consideration of the payment of an additional premium and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary, the Geographical Area in this Policy shall be deemed to include as specified in the Policy Schedule/Endorsement. It is further specifically understood and agreed that such geographical extension excludes cover for damage to the insured vehicle / injury to its occupants / third party liability in respect of the insured vehicle during sea voyage / air passage for the purpose of ferrying the insured vehicle to the extended geographical area.

9. Vehicles Laid Up (Lay Up Period Declared) (IMT 11.A)

In consideration of the insured having declared that the insured vehicle shall remain laid up in a garage and not in use for the period as specified in the Policy Schedule/Endorsement, and as declared to the Regional Transport Office (RTO) with corresponding changes recorded in the Registration Certificate (RC), and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that during such declared lay-up period, all liability of the insurer under this Policy in respect of the insured vehicle shall remain suspended. It is further understood and agreed that, in consideration of such lay-up:

- a. The insurer shall allow a pro-rated adjustment in premium for the period of lay-up, and such adjustment shall be reflected in the Policy Schedule/Endorsement or adjusted against the next renewal premium. The No Claim Bonus (if any) shall be calculated on the renewal premium after giving effect to such adjustment; or
- b. The period of insurance under this Policy shall stand extended by a duration equivalent to the declared lay-up period, subject to the terms specified in the Policy Schedule/Endorsement and payment of applicable premium, if any, for restricted cover during such period.

The applicable option shall be as specified in the Policy Schedule/Endorsement

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

10. Vehicles Laid Up (Lay Up Period Not Declared) (IMT 11.B)

In consideration of the insured having declared that the insured vehicle is laid up in a garage and not in use, as recorded in the Policy Schedule/Endorsement and as declared to the Regional Transport Office (RTO) with corresponding changes recorded in the Registration Certificate (RC), and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that with effect from the date of such declaration as specified in the Policy Schedule/Endorsement, the liability of the insurer under this Policy in respect of the insured vehicle shall remain suspended until such suspension is revoked by you and duly endorsed by the insurer.

It is further understood and agreed that upon revocation of such lay-up status:

- a. The insurer shall allow a pro-rated adjustment in premium for the period during which the vehicle remained laid up, and such adjustment shall be reflected in the Policy

Schedule/Endorsement or adjusted against the next renewal premium. The No Claim Bonus (if any) shall be calculated on the renewal premium after giving effect to such adjustment; or

- b. The period of insurance under this Policy may, at the option of the insured and subject to insurer's approval, be extended by a duration equivalent to the period of suspension, in accordance with the terms specified in the Policy Schedule/Endorsement.

The applicable option shall be as specified in the Policy Schedule/Endorsement.

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

11. Termination of Undeclared Period of Vehicle Laid Up (IMT 11.C)

In consideration of the insured having declared the removal of the lay-up status of the insured vehicle, as recorded in the Policy Schedule/Endorsement and as declared to the Regional Transport Office (RTO) with corresponding updates recorded in the Registration Certificate (RC), and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that the insurance under this Policy in respect of the insured vehicle shall stand reinstated in full with effect from the date as specified in the Policy Schedule/Endorsement.

It is further understood and agreed that the provisions of Endorsement IMT 11(B) attaching to this Policy shall stand cancelled from the effective date of such reinstatement.

It is further agreed that in consideration of the period during which the insured vehicle remained out of use:

- a. The period of insurance under this Policy may, at the option of the insured and subject to insurer's approval, be extended by a duration equivalent to the period during which the vehicle remained laid up, in accordance with the terms specified in the Policy Schedule/Endorsement.

The applicable option shall be as specified in the Policy Schedule/Endorsement.

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

Cover Conditions for IMT 11.A, 11.B and 11.C

Return of premium or extension of policy period in lieu thereof, on account of lay-up of vehicles, both in respect of Liability Only Policies and Package Policies, will be available provided

- i. The vehicle is not undergoing repairs during lay-up as a result of an event giving rise to a claim under the policy
- ii. previous notice in writing has been given to the insurer by recorded delivery
- iii. the certificate of insurance has been returned to the insurer and
- iv. the period of lay-up / suspension of policy shall not extend beyond twelve months from the expiry date of the policy period in which the lay-up has commenced. In case the period extends beyond stated cap, the policy expires.

- v. Vehicles laid up in garage and not in use for a period of not less than two consecutive months
- vi. No return of premium or extension of policy period in lieu thereof is to be allowed for lay-up when the permits/Registration for the vehicle is temporarily withheld or suspended by the Government

12. Use of Vehicle within Insured's Own Premises (IMT 13)

Applicable to all classes except as otherwise provided in the tariff.

In consideration of the insured having declared that the use of the insured vehicle is confined solely to the insured's own premises, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that a discount of 33.33% on the Third Party Premium is allowed to the insured based on such declaration.

It is further understood and agreed that the insurer shall not be liable in respect of the insured vehicle whilst it is being used elsewhere than within the insured's premises, except where the vehicle is specifically required for a mission to fight a fire.

For the purpose of this endorsement, "use confined to own premises" shall mean use only within the insured's premises to which the public has no general right of access.

It is further understood and agreed that in the event of any use of the insured vehicle outside the insured's premises other than as specified above, the insured shall immediately notify the insurer, and the insurer shall be entitled to recover a proportionate amount of the premium discount allowed under this endorsement for the period of such use.

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

13. Use of Vehicle Confined to Sites (IMT 14)

Applicable only for goods carrying vehicle.

In consideration of the insured having declared that the use of the insured vehicle is confined solely to sites to which the public have no general right of access, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that a discount of 33.33% on the Third Party Premium is allowed to the insured based on such declaration, as specified in the Policy Schedule/Endorsement.

It is further understood and agreed that the insurer shall not be liable in respect of the insured vehicle whilst it is being used elsewhere than on such sites, and only in circumstances where the vehicle is not required to be registered under the Motor Vehicles Act, 1988.

It is further understood and agreed that in the event of any use of the insured vehicle outside such declared sites, the insured shall immediately notify the insurer, and the insurer shall be entitled to recover a proportionate amount of the premium discount allowed under this Endorsement.

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

14. Personal Accident cover to You or any named person other than paid driver or cleaner (IMT 15)

Applicable to private cars including three wheelers rated as private cars and motorized two wheelers with or without side car (not for hire or reward).

In consideration of the payment of an additional premium and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby agreed and understood that, We undertake to pay compensation on the scale provided below for bodily injury as hereinafter defined, sustained by You and any other person named in the Policy Schedule, in direct connection with the insured vehicle or whilst mounting and 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 Our total liability, shall not in the aggregate exceed the sum insured specified in the Policy Schedule during Policy year, 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 a person is under the influence of intoxicating liquor or drugs.
- 3. Such compensation shall be payable only with Your approval and directly to the injured person or his/her legal representative(s), whose receipt shall be a full discharge in respect of the injury of such person.
- 4. The insurer's liability shall be limited to the number of persons as opted by you as specified in the Policy Schedule/Endorsement, on a per annum basis.

15. Personal Accident to Unnamed Passengers other than You and the Paid driver and Cleaner (IMT 16)

Applicable for vehicles rated as Private cars and Motorised two wheelers (not for hire or reward) with or without side car.

In consideration of the payment of an additional premium and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that We undertake to pay compensation on the scale provided below for bodily injuries hereinafter defined sustained by any passenger other than You and/or Your paid driver, attendant or cleaner and/or a person in Your employment, coming within the scope of the Employees Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon Your service at the time such injury is sustained, whilst mounting into, dismounting from or traveling in but not driving the insured motor car and caused by violent, accidental, external and visible means which independently of any other cause shall within 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 Our total liability shall not in the aggregate exceed the sum insured specified in the Policy Schedule during Policy year, 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 a person is under the influence of intoxicating liquor or drugs.
3. Such compensation shall be payable only with Your approval and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.
4. The insurer's liability shall be limited to the number of persons as opted by you as specified in the Policy Schedule/Endorsement, on a per annum basis.

16. Personal Accident Cover to Paid Drivers, Cleaners and Conductors (IMT 17)

Applicable for all classes of vehicle.

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injury sustained by any paid driver, cleaner and/or conductor in the employment of the insured, in direct connection with the insured vehicle, whilst mounting into, dismounting from or travelling 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 the following:

| 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 above items in respect of any such person arising out of any one occurrence up to the limit mentioned in your Policy Schedule per person during any one period of insurance.
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 a 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 their legal representative(s), whose receipt shall be a full discharge in respect of such injury.
4. The insurer's liability shall be limited to the number of persons as opted by you as specified in the Policy Schedule/Endorsement, on a per annum basis.

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

17. Personal Accident to Unnamed Hirer and Unnamed Pillion Passengers (IMT 18)

Applicable to Motorised Two wheelers with or without side Car.

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that the insurer undertakes to pay compensation to any unnamed hirer/driver and/or any unnamed pillion/sidecar passenger for bodily injury caused by violent, accidental, external and visible means whilst mounting into/onto and/or dismounting from or travelling in/on the insured vehicle, which independently of any other cause shall, within three calendar months of the occurrence of such injury, result in the following:

| Details of Injury | Scale of Compensation |
|---|-----------------------|
| Death | 100% |
| Loss of two limbs or sight of two eyes or one limb and sight of one eye | 100% |
| Loss of one limb or sight of one eye | 50% |

| | |
|--|------|
| Permanent Total Disablement from injuries other than those named above | 100% |
|--|------|

Provided always that:

1. Compensation shall be payable under only one of the above items in respect of any such person arising out of any one occurrence, and the total liability of the insurer shall not exceed the limit mentioned in your policy schedule.
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 a 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 their legal representative(s), whose receipt shall be a full discharge in respect of such injury.
4. The insurer's liability shall be limited to the seating capacity of the insured vehicle at the time of occurrence of such injury, as specified in the Policy Schedule/Endorsement, on a per annum basis.

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

18. Reduction in the limit of Liability for Property damage (IMT 20)

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy and subject otherwise to the terms, conditions, limitations and exceptions of the policy, Our liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to You or held in trust or in Your custody or control. In consideration of this, we have allowed discount in premium as specified in the Policy Schedule/Endorsement.

19. Legal Liability to Paid Driver and/or Conductor and/or Cleaner Employed in Connection with the Operation of Insured Vehicle (IMT 28)

Applicable for all classes of vehicle.

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject to the terms, conditions, limitations and exceptions of this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy, the insurer shall indemnify the insured against the insured's legal liability



under the Employee's Compensation Act, 1923 the Fatal Accidents Act, 1855, or at Common Law, including subsequent amendments thereto prior to the date of this Endorsement, in respect of bodily injury or death of any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in connection with the insured vehicle.

It is further understood and agreed that the insurer shall, in addition, be responsible for all costs and expenses incurred with its prior written consent.

The liability of the insurer under this Endorsement in respect of bodily injury or death shall be unlimited, subject always to the applicable laws.

Provided always that:

- a. This Endorsement shall 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 the insured's general employees.
- b. The insured shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations.
- c. The insured shall maintain records of the name of each paid driver, conductor, cleaner or person employed in loading and/or unloading, along with details of wages, salaries and other earnings paid to such employees, and shall allow the insurer to inspect such records at all times on demand.
- d. In the event of cancellation of the Policy at the request of the insured, no refund of premium paid in respect of this Endorsement shall be allowed.

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

20. Trailers (IMT 30)

Applicable to private cars only.

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject to the terms, conditions, limitations and exceptions of this Policy, it is hereby understood and agreed that the indemnity granted by this Policy shall extend to apply to the trailer attached to the insured vehicle, as specified in the Policy Schedule/Endorsement.

Provided always that:

- a. The term "trailer" shall not include its contents or anything contained thereon.

- b. Such indemnity shall not apply in respect of death or bodily injury to any person being conveyed by the said trailer otherwise than by reason of or in pursuance of a contract of employment.

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

21. Reliability trails and rallies (IMT 31)

Applicable for Private Cars and Motorised Two Wheelers.

In consideration of the payment of an additional premium, it is hereby understood and agreed that, the indemnity granted by this Policy is extended to apply whilst the insured vehicle is engaged in the event specified in the Policy Schedule to be held at the location specified in the Policy Schedule on or about the date specified in the Policy Schedule under the auspices of as specified in the Policy Schedule provided that :-

- a. No indemnity shall be granted by this Endorsement to promoters of the event.
- b. This Policy does not cover use for organised racing, pace making or speed testing.
- c. During the course of the specified event, We shall not be liable in respect of death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the insured vehicle at the time of the occurrence of the event out of which any claim arises.

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

22. Accidents to Soldiers / Sailors / Airmen Employed as Drivers (IMT 32)

Applicable for private cars only.

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject to the terms, conditions, limitations and exceptions of this Policy, it is hereby understood and agreed that in the event of any Soldier, Sailor or Airman employed by you to drive the insured vehicle being injured or killed whilst so employed, the insurer shall indemnify the insured against the insured's liability to indemnify the Ministry of Defence under the applicable regulations.

It is further understood and agreed that the liability of the insurer under this Endorsement in respect of bodily injury or death shall be unlimited, subject to applicable laws and regulations.

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

23. Use of Commercial Type Vehicles for Both Commercial and Private Purposes (IMT 34)

Applicable to Commercial Vehicle Policies only.

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject to the terms, conditions, limitations and exceptions of this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein:

(i) The insurer shall indemnify the insured against 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 the insured vehicle.

(ii) This Policy shall be operative whilst any vehicle described in the Policy Schedule/Endorsement 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 shall, in terms and subject to the limitations of Section 1 of this Policy, treat such person as though they were the insured, provided that such person:

- is not entitled to indemnity under any other policy;
- shall observe, fulfil and be subject to the terms, provisions, conditions and endorsements of this Policy as if they were the insured, insofar as they apply;
- 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.

24. Hired Vehicles – Driven by Hirer (IMT 35)

Applicable to four-wheeled vehicles with carrying capacity not exceeding 6 passengers and Motorised Two Wheelers.

In consideration of the insured having opted for coverage extension for vehicles let out on hire, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy, the insurance shall be operative whilst the insured vehicle is let on hire by the insured to any person (hereinafter referred to as the "Hirer"), provided that:

1. The Hirer has entered into a hire contract with the insured and has, prior to such hiring, satisfactorily completed and signed a supplementary proposal form as required by the insurer;
2. The insured has satisfied itself that:

- a. the insured vehicle shall only be driven by a duly licensed driver whose driving licence has not been endorsed;
- b. such driver has not been refused motor insurance, nor had any policy cancelled, nor had special conditions imposed, nor been subjected to an increased premium by any insurer due to adverse claims experience.

It is further understood and agreed that whilst the insured vehicle is let on hire to the Hirer:

- The insurer shall not be liable for any loss, damage or liability arising out of theft or conversion by the Hirer unless specifically covered under a separate endorsement and additional premium, as specified in the Policy Schedule/Endorsement.

If any expenditure incurred by the insurer includes an amount for which the insured is responsible under this Endorsement, such amount shall be reimbursed by the insured to the insurer forthwith.

For the purpose of this Endorsement, the expression “claim” shall mean a claim or a series of claims arising out of one cause in respect of the insured vehicle.

The insurer shall not be liable if the insured vehicle is used by the Hirer for carriage of passengers for hire or reward unless specifically permitted under the Policy.

It is further understood and agreed that the insurer shall, in terms of and subject to the provisions of Section 1 of this Policy, treat the Hirer as a person driving the insured vehicle. It is also agreed that the insured shall forward to the insurer the duly completed supplementary proposal form submitted by the Hirer, which shall form the basis of the contract under this Endorsement.

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

25. Legal Liability to Non-Fare Paying Passengers (other than Statutory Liability except the Fatal Accidents Act, 1855) (IMT 37)

Applicable to Commercial Vehicle Policies only.

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this Policy, the insurer shall indemnify the insured against legal liability, other than liability under statute (except the Fatal Accidents Act, 1855), in respect of death of or bodily injury to:

- i) Any employee of the insured who is not a “workman” within the meaning of the Workmen’s Compensation Act, 1923 and who is not carried for hire or reward;

- ii) Any other person not carried for hire or reward, provided such person is:
 - a) a charterer or representative of the charterer of the vehicle; or
 - b) any other person directly connected with the journey in any capacity, whilst being carried in or upon or entering or mounting or alighting from the insured vehicle as described in the Policy Schedule/Endorsement.

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

26. Legal Liability to Non-Fare Paying Passengers who are not Employees of the Insured (IMT 37A)

Applicable to Commercial Vehicle Policies only.

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this Policy, the insurer shall indemnify the insured against legal liability, other than liability under statute (except the Fatal Accidents Act, 1855), in respect of death of or bodily injury to any person who is not an employee of the insured and who is not carried for hire or reward, provided that such person is:

- a) a charterer or representative of the charterer of the vehicle; or
- b) any other person directly connected with the journey in any capacity, whilst being carried in or upon or entering or mounting or alighting from the insured vehicle as described in the Policy Schedule/Endorsement.

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

27. Legal Liability to Fare Paying Passengers (IMT 38)

Applicable to Commercial Vehicle Policies only.

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject otherwise to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that the insurer shall indemnify the insured against legal liability to pay compensation (including legal costs of any claimant) in respect of death of or bodily injury to any person, other than a person excluded under the General Exceptions of this Policy, whilst being carried in or upon or entering or mounting or alighting from the insured vehicle.

It is further understood and agreed that the liability of the insurer under this Endorsement in respect of bodily injury or death shall be unlimited, subject to applicable laws.

Provided always that in the event of an accident occurring whilst the insured vehicle is carrying more than the number of persons permitted as per the licensed carrying capacity specified in the Policy Schedule/Endorsement (in addition to the conductor, if any), the insured shall repay to the insurer a rateable proportion of the total amount payable by the insurer, as if no such excess carriage had occurred.

Provided further that, for the purpose of computing the number of persons under this Endorsement, any three children not exceeding 15 years of age shall be reckoned as two persons, and any child in arms not exceeding 3 years of age shall be disregarded.

Provided further that in the event of cancellation of the Policy at the request of the insured, no refund of premium paid in respect of this Endorsement shall be allowed.

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

28. Legal Liability to Persons Employed in Connection with the Operation and/or Maintenance and/or Loading and/or Unloading of Motor Vehicles (IMT 39)

Applicable for goods vehicle.

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject to the terms, conditions, limitations and exceptions of this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein, the insurer shall indemnify the insured against legal liability under the Workmen's Compensation Act, 1923, the Fatal Accidents Act, 1855, or at Common Law, including subsequent amendments thereto prior to the date of this Endorsement, in respect of bodily injury or death of any paid driver, cleaner, conductor or person employed in connection with the operation, maintenance, loading and/or unloading of the insured vehicle, whilst engaged in the service of the insured.

It is further understood and agreed that the total number of such persons covered under this Endorsement shall not exceed seven at any time, including the driver and cleaner, as specified in the Policy Schedule/Endorsement.

It is further understood and agreed that the insurer shall, in addition, be responsible for all costs and expenses incurred with its prior written consent.

Provided always that:

1. This Endorsement shall not indemnify the insured in respect of any liability 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 general employees.

2. The insured shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations.
3. The insured shall maintain records of the name of each driver, cleaner, conductor or person employed in loading and/or unloading, along with details of wages, salaries and other earnings paid to such employees, and shall allow the insurer to always inspect such records on demand.
4. In the event of cancellation of the Policy at the request of the insured, no refund of premium paid in respect of this Endorsement shall be allowed.

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

29. Legal Liability under the Employees' Compensation Act, 1923 in respect of the Carriage of More Than Six Employees (Excluding the Driver) in Goods Carrying Vehicles (IMT 39A)

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein, the insurer shall indemnify the insured against legal liability under the Employees' Compensation Act, 1923, including subsequent amendments thereto prior to the date of this Endorsement, in respect of death of or bodily injury to any person (other than the paid driver) exceeding six in number whilst being carried in the insured vehicle.

It is further understood and agreed that the insurer shall, in addition, be responsible for all costs and expenses incurred with its prior written consent.

Provided always that:

- a. The insurer shall not be liable by virtue of this Endorsement to indemnify the insured in respect of any liability 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 general employees, and where the insured has not obtained requisite permission from the registration authorities for carriage of more than six such employees.
- b. The insured shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations.
- c. The insured shall maintain records of the name of each person employed in connection with the loading and unloading of the vehicle, along with details of wages, salaries and other earnings paid to such employees, and shall allow the insurer to inspect such records at all times on demand.

- d. In the event of cancellation of the Policy at the request of the insured, no refund of premium paid in respect of this Endorsement shall be allowed.

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

30. Legal Liability to Paid Driver and/or Conductor and/or Cleaner Employed in Connection with the Operation of Motor Vehicle (IMT 40)

Applicable For buses, taxis and motorized three/four wheelers under commercial vehicles tariff.

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein, the insurer shall indemnify the insured against legal liability under the Workmen's Compensation Act, 1923, the Fatal Accidents Act, 1855, or at Common Law, including subsequent amendments thereto prior to the date of this Endorsement, in respect of bodily injury or death of any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in connection with the insured vehicle.

It is further understood and agreed that the insurer shall, in addition, be responsible for all costs and expenses incurred with its prior written consent.

Provided always that:

1. This Endorsement shall not indemnify the insured in respect of any liability 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 general employees.
2. The insured shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations.
3. The insured shall maintain records of the name of each driver, conductor, cleaner or person employed, along with details of wages, salaries and other earnings paid to such employees, and shall allow the insurer to inspect such records at all times on demand.
4. In the event of cancellation of the Policy at the request of the insured, no refund of premium paid in respect of this Endorsement shall 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.

31. Private Carriers (IMT 42)

Applicable for goods carrying commercial vehicles only

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the insurer shall not be liable for any third-party liability in respect thereof if at the time of accident, the vehicle insured under this policy is carrying goods not belonging to the insured

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

32. Indemnity to Hirer – Liability Only Policy (Negligence of the Owner or Hirer) (IMT 45)

In consideration of the insured having opted for coverage extension for indemnity to the hirer, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that the insurer shall indemnify any hirer of the insured vehicle against liability as defined in this Policy arising in connection with the insured vehicle whilst it is let on hire.

Provided always that such hirer shall, as though they were the insured, observe, fulfil and be subject to the terms, exceptions, conditions and limitations of this Policy, insofar as they apply.

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

33. Legal Liability to Passengers excluding Liability for Accidents to Employees of the Insured arising out of and in the Course of their Employment (IMT 46)

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

In consideration of the payment of an additional premium, as specified in the Policy Schedule/Endorsement, and subject otherwise to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that the insurer shall indemnify the insured against legal liability to pay compensation (including legal costs of any claimant) in respect of death of or bodily injury to any person, other than a person excluded under the General Exceptions of this Policy, whilst being carried in or upon or entering or mounting or alighting from the insured vehicle.

It is further understood and agreed that this Endorsement excludes liability in respect of death of or bodily injury to employees of the insured arising out of and in the course of their employment.

Provided always that in the event of an accident occurring whilst the insured vehicle is carrying more than the number of persons permitted as per the licensed carrying capacity specified in the Policy Schedule/Endorsement (in addition to the conductor, if any), the insured shall repay to the insurer a rateable proportion of the total amount payable by the insurer, as if no such excess carriage had occurred.

Provided further that, for the purpose of computing the number of persons under this Endorsement, any three children not exceeding 15 years of age shall be reckoned as two persons, and any child in arms not exceeding 3 years of age shall be disregarded. Provided further that in the event of cancellation of the Policy at the request of the insured, no refund of premium paid in respect of this Endorsement shall be allowed. Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

34. Mobile Cranes / Drilling Rigs / Mobile Plants / Excavators / Navvies / Shovels / Grabs / Rippers (IMT 47)

In consideration of the terms, exceptions, conditions and limitations of this Policy, and as specified in the Policy Schedule/Endorsement, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein, the cover under this Policy in respect of the insured vehicle shall be subject to the following restrictions:

Under Section 1 (Liability) of this Policy, the insurer shall not be liable, except to the extent required to meet the requirements of the Motor Vehicles Act, 1988, in respect of liability incurred by the insured arising out of the operation of the insured vehicle as a tool or of any plant forming part of or attached thereto.

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

35. Agricultural and Forestry Vehicles and Other Miscellaneous Vehicles with Trailers Attached – Extended Cover (IMT 48)

In consideration of the insured having opted for coverage extension for trailers (including agricultural implements), as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that the indemnity provided by this Policy shall extend to apply in respect of any trailer (including agricultural implements such as ploughs, harrows and the like) described in the Policy Schedule/Endorsement, as though it were a vehicle described therein and having the Insured Declared Value (IDV) specified against it.

It is further understood and agreed that all such trailers and implements shall be specifically identified and described in the Policy Schedule/Endorsement, including details such as make, identification number or any other distinguishing particulars.

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

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

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, We shall be under no liability under this Policy in respect of liability

incurred by You arising out of the operation as a tool, of the Motor Vehicle or of plant forming part of the Motor Vehicle or attached thereto.

37. Mobile Shops /Canteens and Mobile Surgeries/ Dispensaries (IMT 51)

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

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

(i) poisoning of any kind or foreign or deleterious matter in food or drink

(ii) anything harmful in the condition of any goods supplied at or from the motor vehicle or the defective condition of the container of such goods

(iii) anything harmful in the condition of any goods supplied at or from the motor vehicle or defective in any treatment given at or from the motor vehicle

38. Exclusion of damage while in use as a Tool of Trade (IMT 52)

It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988 We shall be under no liability under this Policy in respect of liability incurred by You arising out of the operation as a tool, of the motor vehicle or of plant forming part of the vehicle insured or attached thereto.

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

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

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

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

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

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

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

(i) subsidence flooding or water pollution.

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

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

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

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

D. GENERAL EXCLUSIONS

These General Exclusions apply in addition to the specific conditions mentioned under each coverage/optional coverage of this Policy We will not be liable to cover and pay if:

1. Any accidental loss, damage, or liability that happens outside the geographical area listed in your Policy Schedule.
2. Any claims resulting from agreements or contracts you have signed (contractual liability).
3. Any accidental loss, damage, or liability that occurs while the insured vehicle is:
 - a. Being used in a way that violates the "Limitations as to Use" section; or
 - b. Being driven by any person not listed in the "Driver's Clause."
4. Any liability caused by ionisation, nuclear radiation, radioactivity, or nuclear waste.
5. Any accidental loss, damage, or liability caused by nuclear weapons.
6. Any accidental loss, damage, or liability caused by war, invasion, civil war, rebellion, or similar military actions. If you make a claim during such events, it is your responsibility to prove that the accident was completely unrelated to the conflict. In the absence of a valid proof, we are not liable to make any payment in respect of such a claim.

E. GENERAL CONDITIONS

These General Conditions apply in addition to the specific conditions mentioned under each coverage/optional coverage of this Policy.

1. Hire Purchase Agreement (IMT 5)

In consideration of the insured vehicle being subject to a Hire Purchase Agreement, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that the financier/owner as specified in the Policy Schedule/Endorsement (hereinafter referred to as the "Owners") are the owners of the insured vehicle, and that the insured vehicle is subject to a Hire Purchase Agreement made between the Owners and the insured.

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 shall continue to be

deemed as the owner-driver, subject to compliance with the provisions of this Policy relating to such cover.

Save as expressly provided by this Endorsement, 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.

2. Lease agreement (IMT 6)

It is hereby understood and agreed that the financial institution named in the Policy Schedule are the Owners of the insured vehicle and that the insured vehicle is the subject of a Lease Agreement made between the Lessor on the one part and You on the other part. Consequently, no monies shall be payable under this Policy to You or the Lessors in respect of any physical loss or damage to the insured vehicle itself.

It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this Policy is issued to You as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting You an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by You to the Lessors, of your rights, benefits and claims under this Policy. 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, You will continue to be deemed as the owner-driver subject to compliance of provisions of the Policy relating to this cover.

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

3. Hypothecation Agreement (IMT 7)

In consideration of the insured vehicle being subject to a hypothecation/pledge arrangement, as specified in the Policy Schedule/Endorsement, and subject to the terms, exceptions, conditions and limitations of this Policy, it is hereby understood and agreed that the insured vehicle is pledged to/hypothecated with the entity specified in the Policy Schedule/Endorsement (hereinafter referred to as the "Pledgee").

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 shall continue to be deemed as the owner-driver, subject to compliance with the provisions of this Policy relating to such cover.

Save as expressly provided by this Endorsement, 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.

4. Conditions precedent to contract

1. The premium for the selected Period of Insurance must be paid before the Policy start date, as chosen by you in the proposal form.
2. The Company's liability to make any payment under this Policy is subject to the below, and failure to meet these requirements may result in denial of claims.
 - a. the insured complying with all terms, conditions, and endorsements of this Policy; and
 - b. the accuracy and completeness of all statements and information provided in the proposal form.

5. Conditions during the contract

1. **Duties and Obligations after Occurrence of an Insured Event**
 - a. The insured must inform the Company in writing immediately after any accidental loss or damage. In the event of a claim, the insured must provide all required information and assistance for claim processing. Any letters, notices, summons, or legal documents received must be shared with the Company immediately.
 - b. The insured must also inform the Company in writing as soon as they become aware of any prosecution, inquest, or fatal inquiry related to an incident that may lead to a claim under this Policy.
 - c. In case of theft or any criminal act, the insured must immediately inform the police and cooperate with the Company in all actions required to investigate and pursue the matter.
 - d. The insured must not admit liability, make any offer or promise, or settle any claim without prior written consent from the Company. The Company has the right to take over and manage the defence, settlement, or legal proceedings in the name of the insured. The insured must provide full cooperation as required.
 - e. At any stage after an event leading to a claim under Section 1, the Company may choose to pay the full amount of its liability under that section and discontinue handling any defence, settlement, or legal proceedings thereafter.
 - f. If the Company shall make any payment in settlement of any claim and such payment includes any amount which is not covered by this Policy, the insured must repay Us the amount not so covered.

6. Reasonable Care

The Insured shall take all reasonable steps to protect the insured vehicle from loss or damage and ensure it is properly maintained in efficient condition.

7. Right to Inspect

The Company shall have the right to inspect the insured vehicle, its parts, and related records at any time.

8. Cancellation

I. Cancellation by Insurer

The Company may cancel the Policy on grounds of proven fraud, misrepresentation, non-disclosure of material facts, and non-co-operation by the insured/their representatives by giving a minimum of 7 days' notice.

Section 1 - Liability to Third Parties" of the Policy will also be cancelled from inception if a fraudulent act is committed at the time of insuring the vehicle, involving misrepresentation, misdescription or non-disclosure by You or anyone acting on Your behalf with an intent to deceive Us or to induce Us to issue an insurance policy. In such cases, the Policy may be treated as void from inception, and no premium or claims may be payable.

II. Cancellation & Refund by Insured

- a. Statutory Motor Third Party Liability insurance or any other compulsory insurance mandated by law can NOT be cancelled, except in case of double insurance or total loss. In such cases a policy can be cancelled only after ensuring that the vehicle is insured elsewhere, at least for Liability Only cover and after surrender of the original Certificate of Insurance for cancellation.
- b. If the insured vehicle is covered under more than one policy with identical coverage (Double Insurance), then the policy commencing later may be cancelled by you subject to the following:
 - i. Insured by two different offices of the same insurer: 100% refund of premium.
 - ii. Insured by two different insurers: Pro-rata refund of premium thereon.

Earlier dated policy can be cancelled only due to written intimation to the insurer by the Banks/ Financial Institutions.

9. Contribution

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 loss, damage or liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation cost or expense.

10. Transfer of Insurance

- a. Liability Only cover will automatically transfer to the new owner from the date of transfer.
- b. The new owner shall apply (along with evidence of sale and original certificate of insurance) within 14 days from the date of transfer for updating records and issuance of a fresh Certificate of insurance/ endorsement.

11. Claims:

Intimation:

The insured / claimant will intimate claim to Us via:

Toll Free Number – 1800-268-4444
Email -tpclaims@kiwiinsurance.com
Website – www.kiwiinsurance.com

- Notice of claim must be given immediately after an actual or potential loss occurs, or as soon as within reasonable time.
- Keep the following details ready when contacting the call centre:
 1. Your Contact Numbers
 2. Policy Number
 3. Name of Insured
 4. Date & Time of loss
 5. Location of loss
 6. Nature of Loss
 7. Place & Contact Details of the person at the loss location

Note: You may be asked for additional documents. For more details, please refer to the intimation cum preliminary claim form.

Other:

- 1) Failure to furnish evidence within the time required shall not invalidate nor reduce any claim if, You can satisfy Us that it was not reasonably possible for You to give the proof within such time.

12. Special Conditions

In the event of the death of the sole insured, this policy will be applicable till expiry. During this 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 them or obtain a new insurance policy for the Motor Vehicle.

All such applications should be accompanied by:-

- a. Death certificate in respect of the insured
- b. Proof of title to the vehicle
- c. Original Policy

13. Redressal of Grievance

We are committed to extend the best possible services to our policyholders. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-268-4444 or you may email us at customer.care@kiwiinsurance.com

If You are not satisfied with our resolution from above, then You may escalate the matter to the grievance officer at GRO@kiwiinsurance.com



For updated details of grievance officer, kindly refer the link:
<https://www.kiwiinsurance.com/grievance-redressal/>

Grievance may also be lodged at IRDAI Integrated Grievance Management System-
www.igms.irda.gov.in

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme

The contact details of the Insurance Ombudsman centers are mentioned in Annexure 1.

Annexure 1

List of Insurance Ombudsmen

| S.No | Address | Jurisdiction |
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| 1 | <p>Dr. Pranai Prabhakar</p> <p>Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in</p> | Gujarat, Dadra & Nagar Haveli, Daman and Diu. |
| 2 | <p>Ms Neerja Kapur</p> <p>Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in</p> | Karnataka |
| 3 | <p>Shri Ajay Kumar</p> <p>Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir,Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in</p> | Madhya Pradesh, Chhattisgarh |
| 4 | <p>Shri Rashmi Raman Singh</p> <p>Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in</p> | Odissa |

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| 5 | <p>Ms Alka Jha</p> <p>Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in</p> | <p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh</p> |
| 6 | <p>Shri K. Vinayak Rao</p> <p>Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in</p> | <p>Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)</p> |
| 7 | <p>Shri Mukhmeet Singh Bhatia</p> <p>Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in</p> | <p>Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh</p> |
| 8 | <p>Shri Ajay Kumar Sharma</p> <p>Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in</p> | <p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura</p> |
| 9 | <p>Ms G Shobha Reddy</p> <p>Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in</p> | <p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry</p> |

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| 10 | <p>Shri Satyajeet Rajan</p> <p>Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in</p> | Rajasthan |
| 11 | <p>Shri Pradeep Kumar Jain</p> <p>Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in</p> | Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry |
| 12 | <p>Ms. Manju Bagga</p> <p>Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in</p> | West Bengal, Sikkim, Andaman & Nicobar Islands |
| 13 | <p>Shri Sanjai Singh</p> <p>Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in</p> | Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar |

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| 14 | <p>Ms Sarojini S Dikhale</p> <p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in</p> | <p>Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and excluding areas of Navi Mumbai</p> |
| 15 | <p>Shri Rajiv Talwar</p> <p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-4027589 Email: oio.noida@cioins.co.in</p> | <p>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, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur</p> |
| 16 | <p>Shri Inderjeet Singh</p> <p>Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in</p> | <p>Bihar, Jharkhand</p> |
| 17 | <p>Ms. Rachna Khare</p> <p>Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in</p> | <p>State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region</p> |
| 18 | <p>Shri Umesh Sinha</p> <p>Office of the Insurance Ombudsman, Jeevan Chintamani Building, 2nd Floor, Near New RTO Office, Louis Wadi, Vasanttrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69</p> | <p>Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.</p> |



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| | Email: oiio.thane@ciioins.co.in | |
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Ombudsmen details are subject to change. Please refer this link for the updated details: CIO (ciioins.co.in)