Annexure

STANDARD MOTOR INSURANCE POLICY
FOR PRIVATE CAR/TWO WHEELERS

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

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid the premium as consideration for such insurance (as required under Section 64 VB of the Insurance Act, 1938) in respect of events occurring during the period of insurance.

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

SECTION I: LIABILITY TO THIRD PARTIES

1. Subject to the Limit of liability as laid down in the schedule hereto, the Company will indemnify the insured in the event of accident caused by or arising out of the use of the Motor Vehicle anywhere in India and such other extended geographical area as agreed, against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of :-

   i. death of or bodily injury to any person so far as it is necessary to meet the requirements of the Motor Vehicles Act 1988.

   ii. damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured so far as it is necessary to meet the requirements of the Motor Vehicles Act 1988.

2. The Company will also pay all costs and expenses incurred, with its written consent.

3. In terms of and subject to the limitations of the indemnity which is granted by this policy to the insured, the Company will indemnify any driver who is driving the Motor Vehicle on the insured's order or with insured’s permission provided that such driver shall as though he/she were the insured observe, fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.

4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe, fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

5. The Company may at its own option

   i. 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

   ii. 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. This cover is subject to the Limitations as to Use and Driver clause of the Policy Schedule and Certificate of Insurance as well as to the terms, exceptions, conditions and limitations of the policy.

7. AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act.

But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

SECTION II*:*

LEGAL LIABILITY TO OCCUPANT(S) OR PILLION RIDER INCLUDING EMPLOYEES OF THE INSURED (OPTIONAL)

Coverage of legal liability for occupant(s)/pillion rider and any employee of the insured driving or travelling in the insured vehicle (excluding owner and/ or insured, immediate family[1] member/s of the insured and any person other than insured's employee driving the insured vehicle)

The liability under this section shall be strictly limited to the number of persons (including the driver) as per the seating capacity of the insured vehicle

Wordings for Optional Legal Liability Cover

1. In consideration of an additional premium of Rs. and notwithstanding anything to the contrary contained in Section I and subject to the limits of liability as laid down in the Schedule hereto, it is hereby agreed and understood that the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle anywhere in India and such other extended geographical area as agreed, against all sums which the insured shall become legally liable to pay in respect of death of or bodily injury to any occupant(s) / pillion rider and any employee of the insured driving or travelling in the insured vehicle (excluding Owner and/ or Insured, immediate family member/s of the insured and any person other than insured's employee driving the insured vehicle), provided such occupant(s) / pillion rider is/are not carried for hire or reward.

2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity which is granted by this policy to the insured, the Company will indemnify any driver who is driving the Motor Vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe, fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.

[1] Immediate family means parents, spouse and children of the insured/owner.

4. In the event of the death of any person entitled to indemnity under this policy, the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe, fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

5. The Company may at its own option :

   i) 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

   ii) 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. This cover is subject to the Limitations as to Use and Driver clause of the Policy Schedule and Certificate of Insurance as well as to the terms, exceptions, conditions and limitations of the policy.

7. AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

   Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act.

   But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

SECTION III:

PERSONAL ACCIDENT COVER as below on payment of additional premium:

1) ***MANDATORY PERSONAL ACCIDENT COVER FOR OWNER-INSURED***

The owner of insured vehicle and who is the insured named under the policy is termed as Owner-Insured for the purposes of this section.

NB. This provision deals with Personal Accident cover and only an individual registered owner is entitled to the mandatory cover. Hence mandatory Personal Accident cover cannot be granted where a vehicle is owned by a company, a partnership firm or a similar body corporate. In all such cases, where mandatory Personal Accident cover cannot be granted, the additional premium for the mandatory Personal Accident cover for the owner - insured shall not be charged and the mandatory Personal Accident cover provision in the policy shall be deleted. Where the owner-insured owns more than one vehicle, mandatory Personal Accident cover can be granted for only one vehicle as opted by him/her.

Wordings for Mandatory Personal Accident Cover to Owner -Insured In consideration of an additional premium of Rs ---, it is hereby agreed and understood that the Company undertakes to pay compensation on the scale provided below for death/ bodily injury sustained by the owner-insured of the vehicle during the currency of this policy , in direct connection with any insured vehicle owned by him or whilst driving or mounting into/ dismounting from / travelling in any insured vehicle owned by him, caused by violent, accidental, external and visible means which independently of any other cause shall within six calendar months of such injury result in:

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

Provided always that

A. compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-insured arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum as specified in the Policy Schedule during the policy period/Period of insurance.

B. 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 intentional self-injury, suicide or attempted suicide physical defect or infirmity.

C. Such compensation shall be payable directly to the owner-insured or to his/her legal representative(s) whose receipt shall be the full discharge in respect of the injury to the insured.

1. This cover is subject to
   (a) the owner-insured is the registered owner of the vehicle insured herein;
   (b) the owner-insured is the insured named in this policy.
   (c) the owner-insured, if driving, holds a valid and effective driving license under the M.V. Act 1988 and the rules made thereunder, to drive the said insured vehicle owned by him.
2. This cover is subject to the terms, exceptions, conditions and limitations of the policy
3. In cases where the insured has opted for the mandatory personal accident cover for more than one vehicle, the claim shall first be payable under the policy covering the vehicle involved in the accident. If that particular vehicle does not carry a mandatory personal accident cover, the claim shall be payable under any other motor policy of the insured that includes such covers subject to the terms and conditions of that policy. However, for any occurrence, a claim will be payable only under one policy.

2) ***PERSONAL ACCIDENT COVER FOR OCCUPANTS/ PILLION RIDER including any driver other than owner-insured (OPTIONAL)***

(the no. occupants will be as per the seating capacity (including the driver) of the vehicle as stated in the Registration Certificate)

Wordings for Optional Personal Accident Cover for Occupant(s) / Pillion rider including any driver other than Owner-Insured

In consideration of the payment of an additional premium of Rs ___, it is hereby agreed and understood that the Company undertakes to pay compensation on the scale provided for death/ bodily injury sustained by the person insured under this section in direct connection with the vehicle insured or whilst driving, mounting and dismounting from or traveling in vehicle insured 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 the person insured arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum as specified in the Policy Schedule during the policy period/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 intentional self-injury suicide or attempted suicide physical defect or infirmity;

(3) such compensation shall be payable directly to the insured person or his/her legal representative(s) whose receipt shall be the full discharge in respect of the injury of such person;

(4) The driver, if driving, holds a valid and effective driving license under the M.V. Act 1988 and the rules made thereunder, to drive the said insured vehicle;

(5) The owner of insured vehicle and who is the named insured under the policy is termed as Owner-Insured for the purposes of this section;

(6) This cover is subject to the terms, exceptions, conditions and limitations of the policy.

SECTION IV:

LOSS OF OR DAMAGE TO THE VEHICLE INSURED

(As per existing individual insurer's offering of the basic Own Damage and Add-On covers)

APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

GENERAL EXCEPTIONS

(Applicable to all Sections of the Policy except specifically mentioned)

1. The Company shall not be liable under this policy in respect of any accidental loss or damage and/or liability caused, sustained or incurred outside the geographical area as mentioned in the schedule of the policy;

2. Any accidental loss or damage and/or bodily injury caused sustained or incurred whilst the vehicle insured is:
   (a) being used otherwise than in accordance with the 'Limitations as to Use' or
   (b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
   (c) being driven by or is for the purpose of being driven by him/her in the charge of any person under the influence of alcohol and drugs as laid down in section 185 of the M.V. Act 1988.

3. The Company shall not be liable in respect of any claim arising out of any contractual liability.

4. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Company shall not be liable in respect of insured's liability for death or bodily injury arising out of and in the course of employment of a paid driver in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment. **(to be treated as omitted if cover under Section II is opted)**

5. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect insured's liability for of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises. **(to be treated as omitted if cover under Section II is opted)**

6. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by or contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to/by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

7. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

8. (i) Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
   (ii) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self- sustaining process of nuclear fission.

CONDITIONS

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter, claim, writ summons and/or process or copy

thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or criminal act which may be the subject of a claim under this Policy the insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.

2. No admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.

3. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:

- for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.

- for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

(Condition no. 3 shall stand deleted if Section-IV is not opted)

4. The insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.
(Condition no. 4 shall stand deleted if Section-IV is not opted)

5. The insured shall take all reasonable steps to maintain the insured vehicle in efficient condition and the company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured.

6. **Cancellation and Refund:**

(a) Under no circumstances can Section 1 i.e. statutory Motor Third Party Liability insurance or any other compulsory insurance mandated by law be cancelled except in case of double insurance, established Fraud or total loss/Cash loss.

(b) Where the ownership of the vehicle is transferred, policy cannot be cancelled unless evidence that the vehicle has been insured elsewhere at least for section I of the policy is produced and is subject to surrender of the original Certificate of Insurance for Cancellation and Refund.

i) In case of no claim in the policy

1) **Cancellation by insurer**: The Insurance Company may cancel the policy by sending Seven days' notice by recorded delivery to the insured at Insured's last known address on the grounds of fraud, non- disclosure of material facts or non- cooperation. In such event of cancellation, the policy shall stand cancelled ab-initio with no premium refund for the years for which the risk has already incepted.

However, refund will be provided in full by the insurer for the period for which the risk has not incepted.

2) **Cancellation by Insured**: The policy may be cancelled at any time during the term, by informing the insurer with/without assigning any reason. Provided no claim has arisen during the period of insurance. Also provided that an alternative policy for the Insured period is provided by the Insured to the Insurer.

i) In case of no Claim: In the event of cancellation by the insured the refund amount shall be on proportional basis and shall be calculated as per the terms and conditions laid out.

ii) In case of claim in the policy: Where any claim has been admitted or has been lodged by the person under the Policy, there shall be no refund of premium for any of the policy years.

(c) **Double Insurance**[2]: In the event of cancellation of policy due to double insurance the company will refund the Own damage[3] and liability section premium in full for the unexpired years (years for which the Risk has not yet incepted). For the year where policy is in force (risk has incepted), premium will be refunded as follows.

Sr No.	Scenarios	Same Risk start date (RSD)	Different Risk start date (RSD)	
			First policy cancelled (on request of Insured	Later policy Cancelled
1.	Double insurance issued by the same company	Full Refund	1.Full refund - if request is received before RSD 2.Proportional Refund - If request is	Full

[2] When two policies are in existence on the same vehicle with identical cover.

[3] If vehicle is insured against own damage.

			received after RSD.	
2.	Double insurance issued by different insurers	Full Refund - If cancellation request is received within 30 days from RSD. Proportional refund - if request is received after 30 days from RSD.	Proportional Premium Refund	Proportional Premium Refund

7. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim/compensation, costs or expenses.

9. The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

10. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

11. Where such legal heir(s) desire(s) to apply for transfer of this policy or

obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by: -

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

12. Schedule (as per coverage opted)

13. Certificate of Insurance (in compliance with Central Motor Vehicle Rules, 1989)

14. **Limitations as to use:-**

The Policy covers use of the vehicle for any purpose other than:

a) Hire or Reward
b) Carriage of goods (other than samples or personal luggage)
c) Organized racing
d) Pace making
e) Speed testing
f) Reliability Trials
g) Any purpose in connection with Motor Trade

The policy doesn't cover liability for death, bodily injury or damaged to any property of a third party as excluded in section 150(2)(a)(ii) and(iii),(b) and (c) of the M.V. Act 1988.

Driver:

Any person including the insured

(a) That the Owner and/or driver (driving with the knowledge and consent of the insured on the date and time of the accident) on the wheel holding a valid and effective Driving license at the time of the accident and is not disqualified from holding or obtaining such a license as per the M.V. Act 1988 and the rules made thereunder.

(b) That the Owner and/or driver (driving with the knowledge and consent of the

insured on the date and time of the accident) on wheel on the date and time of the accident holding a valid and effective Learner's License to drive the vehicle insured and that such driver satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989 and is not disqualified from holding or obtaining a license to drive the vehicle insured as per the M.V. Act 1988 and the rules made thereunder.

Limits of Liability

a) Under Section I- (i) and I- (ii) of the policy- Such amount as is necessary to meet the requirements of the Motor Vehicles Act.

b) Under section-II – As per the option chosen by the insured.

(c) Under Section III - As per the Capital Sum Insured specified there in.

(d) Deductible under section – IV: : Rs……..as per terms and conditions of policy.

IMPORTANT NOTICE

The Insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this Schedule.

For Legal interpretation, English version will hold good.

STANDARD MOTOR INSURANCE POLICY
(FOR PRIVATE CAR/TWO WHEELERS)

CUSTOMER OPTION FORM
(Forms a part of Policy of Insurance)

[Please note that in table below, Section -1 (covering Third Party liability) and Owner-insured Mandatory Personal Accident Cover under Section – 3 i), are mandatory covers while all the other sections are optional and the customer is free to choose any / all, as per his/ her requirements/ preferences]

A. PROPOSER, AND VEHICLE DETAILS			
Proposer	_____	**Intermediary Name**	_____
Registration No.	_____	**Vehicle Type**	☐ Private Car ☐ Two-Wheeler
Make / Model	_____	**Registered Seating Capacity**	_____No. of_ persons including driver
UIN	_____	**Product Name**	_____

Section	Nature of cover	Brief coverage details	Cover(s) opted by Customer	Premium payable in Rs.
I.	**Mandatory Third Party Only Policy**	Coverage of third party liability only as required under the Motor Vehicles Act, 1988	☒ Mandatory	
II.	**Legal Liability To Occupant/s or Pillion Rider (Optional)**	**Coverage of legal liability for occupant(s)/pillion rider and any employee of the insured driving or travelling in the insured vehicle (excluding owner and/ or insured, immediate family[4] member/s)** **The number of occupant(s) will be as per the seating capacity of the vehicle including driver as per Registration Certificate, subject to terms of policy.**	Opt In ☐ Opt Out ☐	
III.	**Personal Accident Cover**	i) Mandatory Personal Accident Cover for Owner-insured	Opt in ☐	
		ii) Already having PA insurance with other insurers	Opt out ☐	
		ii) Optional Personal Accident Cover for Occupants/ Pillion Rider including any driver other than Owner-insured (The number of occupant(s) covered will be as per the seating capacity of the vehicle including driver as per Registration Certificate, subject to terms of policy)	Opt In ☐ Opt Out ☐ If opted: i) Sum insured each Rs……. ii) seating capacity……	
IV.	**Loss of or Damage to the Vehicle Insured (Optional)**	Coverage for loss/damage to the insured vehicle Percentage of compulsory / Voluntary deductibles:……..	Opt In ☐ Opt Out ☐	
			Total:	
			Applicable Taxes / GST:	
			Total including taxes:	

[4]Immediate family means parents, spouse and children of the insured/owner

Customer Name:_____ Customer Signature:_____
Date:_____ Place:_____

Proposal No.:		Policy No.:	
Total Premium (Rs.):		Verified by:	
Date & Place:		Stamp/seal:	
Mode:	Offline / Online / Assisted Digital		

(In case this form is digitally obtained, consent shall be through OTP shared in mobile/email ID of the customer)