

**My:jeevika Commercial and Miscellaneous Special Types of Vehicles Package Policy**  
**Wordings**

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the L&T General Insurance Company Ltd. for the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accidental loss or damage 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. Loss Of or Damage to the Vehicle Insured**

1. The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and / or its accessories whist thereon
  - I. by fire explosion self-ignition or lightning;
  - II. by burglary housebreaking or theft;
  - III. by riot and strike;
  - IV. by earthquake (fire and shock damage);
  - V. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
  - VI. by accidental external means;
  - VII. by malicious act;
  - VIII. by terrorist activity;
  - IX. whilst in transit by road rail inland-waterway lift elevator or air;
  - X. by landslide rockslide.

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced;

- a) For all rubber / nylon / plastic parts, tires and tubes, batteries and air bags - 50%
- b) For fiber glass components - 30%
- c) For all parts made of glass - Nil
- d) Rate of depreciation for all other parts including wooden parts will be as per the following schedule:

AGE OF THE VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 years but not exceeding 10 years	40%
Exceeding 10 years	50%

- e) Rate of Depreciation for painting : In the case of painting, the depreciation rate of 50% shall be applied only on Material cost of total painting charges. In case of consolidated bill for painting charges, the material component shall be considered as 25% of total painting charges for the purpose of applying the depreciation.
2. The Company shall not be liable to make any payment in respect of:-
- Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages or for damage caused by overloading or strain of the insured vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless the insured vehicle is stolen at the same time.
  - Damage to tires and tubes unless the vehicle is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement.
  - Any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.
3. In In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and re-delivery to the insured but not exceeding Rs. 750/- for three wheeled vehicles, Rs. 1500/- for taxis and Rs.2500/- for other commercial vehicles in respect of any one accident.

4. The insured may authorize the repair of the vehicle necessitated by loss or damage for which the Company may be liable under this policy provided that:
  - a) the estimated cost of such repair including replacements, if any, does not exceed Rs. 500/-
  - b) the Company is furnished forthwith with a detailed estimate of the cost of repairs
  - c) the insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

#### **Sum Insured – Insured’s Declared Value (IDV)**

- The Insured’s Declared Value (IDV) of the vehicle will be deemed to be the ‘SUM INSURED’ for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle.
- The IDV of the vehicle (and accessories if any fitted to the vehicle) is to be fixed on the basis of the manufacturer’s listed selling price of the brand and model as the vehicle insured at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).
- The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss / Constructive Total Loss (TL/CTL) claims only.

#### **The Schedule of Depreciation for fixing IDV of the Vehicle:**

Age Of The Vehicle	% Of Depreciation For Fixing IDV Of The Vehicle
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

- IDV of the vehicle beyond 5 years of age and of obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the insurer and the insured.
- IDV shall be treated as the ‘Market Value’ throughout the policy period without any further depreciation for the purpose of Total Loss / Constructive Total Loss (TL/CTL) claims.

- The insured vehicle shall be treated as a CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

## Section II – Liability to Third Parties

1. Subject to the limits of liability as laid down in the schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle 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 caused by or arising out of the use (including the loading and /or unloading) of the vehicle
  - II. Damage to property caused by or arising out of the use (including the loading and /or unloading) of the vehicle.

Provided Always That:-

- a) The Company shall not be liable in respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the vehicle after unloading there from.
- b) Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person in the employment of the insured arising out of and in the course of employment.
- c) Except so far as is necessary to meet the requirements of the Motor Vehicles Act in relation the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.
- d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the insured or a member of the insured's household or being conveyed by the insured vehicle.
- e) The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.
- f) Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods

being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.

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 granted by this section to the insured, the Company will indemnify any driver who is driving the vehicle on the insured's order or with insured/s 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.
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 fulfill and be subject to the terms exceptions and conditions 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 defense 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.

### **Section III – Towing Disabled Vehicles**

This policy shall be operative whilst the insured vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by Section II of this policy shall subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle;

Provided Always That

- a) such towed vehicles is not towed for reward
- b) the Company shall not be liable by reason of this section of this policy in respect of damage to such towed vehicle or property being conveyed thereby.

### **Section IV – Personal Accident Cover for Owner –Driver**

Subject otherwise to the terms exceptions conditions and limitations of this policy, the Company undertakes to pay compensation as per the following scale for bodily injury/death sustained by the owner-driver of the vehicle, in direct connection with the vehicle insured or whilst driving or mounting into/dismounting from the vehicle insured 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 results 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-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 1 Lakh during any one 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 (1) intentional self-injury suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- c) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

This cover is subject to

- a) the owner-driver is the registered owner of the vehicle insured therein
- b) the owner-driver is the insured named in the policy
- c) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicle Rules 1989, at the time of accident.

### **Avoidance of Certain Terms and Rights of Recovery**

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicle Act 1988.

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 provision.

**General Exceptions -**

(Applicable to all sections of the Policy)

The Company shall not be liable under this policy in respect of

1. Any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
2. Any claim arising out of any contractual liability;
3. Any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein 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.
4. (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.
5. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. Any accidental loss damage and/or liability directly or indirectly or proximately or remotely occasioned by contributed to 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 consequence of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss or 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.

**Deductible -**

The Company shall not be liable for each and every claim under Section -1 (loss or damage to the vehicle insured) of this policy in respect of the deductible stated in the schedule.

## Conditions -

The 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 injury 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 the Policy, the insured shall give immediate notice to the police and cooperate 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 defense 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.
3. At any time after the happening of the event giving rise to a claim under Section II of this policy the Company may pay to the insured the full amount of the Company's liability under the section and relinquish the conduct of any defense settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or/omission of the Company in connection with such defense settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct.
4. 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:
  - a) 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.
  - b) 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.
5. 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.

6. In the event of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured the Company may cancel the policy by sending fifteen days notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the policy has been in force or the policy may be cancelled at any time by the insured on seven day's notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the Company's short period rates for the period the policy has been in force. Return of the premium by the Company will be subject to retention of the minimum premium of Rs.100/- (or Rs, 25/- in respect of vehicles specifically designed / modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured else-where is produced.
7. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute/ difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996.
  - a) It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.
  - b) It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.
  - c) 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. The due observance and fulfillment of the terms, conditions and endorsements 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.

9. If at any time of occurrence of an event that gives rise to any claim under the 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 compensation, cost or expenses.
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 the 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.

When 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

#### **No Claim Bonus –**

The insured is entitled for No Claim Bonus (NCB) on the own damage section of the policy, if no claim is made or pending during the preceding year(s), as per the following table.

<b>Period Of Insurance</b>	<b>% Of NCB On OD Premium</b>
No claim made or pending during the preceding full year of insurance	20%
No claim made or pending during the preceding 2 consecutive years of insurance	25%
No claim made or pending during the preceding 3 consecutive years of insurance	35%
No claim made or pending during the preceding 4 consecutive years of insurance	45%
No claim made or pending during the preceding 5 consecutive years of insurance	50%

No claim bonus will only be allowed provided the policy is renewed within 90 days of the expiry date of the previous policy.

#### **Rules Applicable to Tankers carrying Hazardous Chemicals**

**I. Rule 129 – A – Spark arrester**

Six months from the date of commencement of Central Motor Vehicles (Amendment) Rules 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life, shall be fitted with a spark arrester.

**II. Rule 131 – Responsibility of the consignor for safe transport of dangerous or hazardous goods.**

- (1) It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely –
  - a) the goods carriage has a valid registration to carry the said goods;
  - b) the vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;
  - c) that transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported;
  - d) that the driver of the goods carriage is trained in handling the dangers posed during transport of such goods.
- (2) Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable owner and its driver to
  - a) comply with the requirements of rules 129 to 137 (both inclusive) of these rules and
  - b) be aware of the risks created by such goods to health or safety or any person.
- (3) It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive) of these rules.

**III. Rule 132 – Responsibility of the transporter or owner of goods carriage**

- (1) It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods to ensure the following, namely -
  - a) that the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods and
  - b) the vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.
- (2) Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.

- (3) The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and is capable of taking appropriate action in case of an emergency.
- (4) The owner of the goods carrying dangerous or hazardous goods and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the police authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.
- (5) It shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.

#### IV. Rule 133 – Responsibility of the driver

- (1) The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule (3) of rule 132 is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.
- (2) Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years.

Sub-rule (1) of rule 9 of the principal rules:

- (1) Any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving license to drive a transport vehicle also have the ability to read and write at least one Indian language out of those specified in the VII Schedule of the Constitution and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods.

Period of training - 3 days

Place of training - At any institute recognized by the State Government

#### Syllabus -

##### A) Defensive driving

Questionnaire

Duration of training for A&B -1<sup>st</sup> and 2<sup>nd</sup> day

Cause of accidents  
Accidents statistics  
Driver's personal fitness  
Car condition  
Breaking distance  
Highway driving  
Road/Pedestrian crossing  
Railway crossing  
Adapting to weather  
Head on collision  
Rear end collision  
Night Driving  
Films and discussion

## **B) Advanced driving skills and training**

### I. Discussion

#### Before starting

- checklist
- outside /below/near vehicle
- product side
- inside vehicle

#### During driving

- Correct speed / gear
- Signaling
- Lane control
- Overtaking/giving side
- Speed limit / safe distance
- Driving on slopes

#### Before stopping

- Safe stopping place
- Signaling, road width
- Condition

#### After stopping

- Preventing vehicle movement
- Wheel locks
- Vehicle attendance

#### Night driving

II. Field test / training – 1 driver at a time.

### C) Product safety

#### UN Panel

- Un Classification
- Hazchem code for toxicity
- Flammability
- Other definitions

#### Product Information

- TREMCARDS
- CISMSDS
- Importance of temperature
- Pressure level
- Explosive limits
- Knowledge about equipment

#### Emergency Procedure

- communication
  - Spillage handling
  - Use of FEE
  - Fire fighting
  - First aid
  - Toxic release control
  - Protection of wells, rivers, lakes, etc
  - Use of protective equipment
  - Knowledge about valves etc.
-

## Motor Trade

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be the 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 mentioned in the schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance:

NOW THIS POLICY WITNESSETH :

That in respect of accidental loss or damage occurring during the period of insurance whilst insured vehicle is in a public place or is temporarily garaged during the course of a journey elsewhere than in or on any premises owned by or in the occupation of the insured and subject to the Terms Exceptions and Conditions contained herein or endorsed or expressed hereon,

### SECTION I. LOSS OF OR DAMAGE TO THE VEHICLE INSURED

1. The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon.
  - i. by fire explosion self-ignition or lightning ;
  - ii. by burglary housebreaking or theft ;
  - iii. by riot and strike;
  - iv. by earthquake (fire and shock damage)
  - v. by flood typhoon hurricane storm tempest inundation  
cyclone hailstorm frost
  - vi. by accidental external means
  - vii. by malicious act
  - viii. by terrorist activity
  - ix. whilst in transit by road rail inland waterway lift elevator or air
  - x. by landslide/rockslide

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced :

1. For all rubber / nylon / plastic parts, tires and tubes, batteries and air bags - 50%
2. For fiber glass components - 30%
3. For all parts made of glass - Nil

4. Rate of depreciation for all other parts including wooden parts will be as per the following schedule.

<b>AGE OF THE VEHICLE</b>	<b>% OF DEPRECIATION</b>
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 years but not exceeding 10 years	40%
Exceeding 10 years	50%

5. Rate of Depreciation for painting : In the case of painting, the depreciation rate of 50% shall be applied only on Material cost of total painting charges. In case of consolidated bill for painting charges, the material component shall be considered as 25% of total painting charges for the purpose of applying the depreciation.

Provided ALWAYS that the Company shall not be liable to make any payment in respect of

(a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakage's nor for damage caused by overloading or strain nor for loss or damage to accessories by burglary, housebreaking or theft unless the vehicle insured is stolen at the same time

(b) damage to tyres and tubes unless the vehicle insured is damaged at the same time in which case the liability of the Company is limited to 50% of the cost of the replacement and

(c) any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle insured being disabled by reason of loss or damage covered under



this Policy the Company will bear the cost of protection and removal to the nearest repairer and redelivery to the insured but not exceeding Rs. 150 in respect of any one accident.

**Sum Insured – Insured’s Declared Value (IDV)**

- The Insured’s Declared Value (IDV) of the vehicle will be deemed to be the ‘SUM INSURED’ for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle.
- The IDV of the vehicle (and accessories if any fitted to the vehicle) is to be fixed on the basis of the manufacturer’s listed selling price of the brand and model as the vehicle insured at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).
- The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss / Constructive Total Loss (TL/CTL) claims only.

**The Schedule of Depreciation for fixing IDV of the Vehicle:**

Age Of The Vehicle	% Of Depreciation For Fixing IDV Of The Vehicle
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

- IDV of the vehicle beyond 5 years of age and of obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the insurer and the insured.
- IDV shall be treated as the ‘Market Value’ throughout the policy period without any further depreciation for the purpose of Total Loss / Constructive Total Loss (TL/CTL) claims.
- The insured vehicle shall be treated as a CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

SECTION II - LIABILITY THIRD PARTIES

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle 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 caused by or arising out of the use (including the loading and/or unloading) of the vehicle.

ii) damage to property caused by the use (including the loading and/or unloading) of the vehicle.

PROVIDED ALWAYS THAT

(a) The Company shall not be liable in respect of death, injury, or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle insured for loading thereon or the taking away of the load from the vehicle insured after unloading there from.

(b) 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 death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.

(c) Except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, in relation to liability under the Workmen's Compensation Act, 1923, the Company shall not be liable in respect of death of 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 entering or mounting or alighting from the vehicle insured at the time of occurrence of the event out of which any claim arises.

(d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody or in the control of the insured or a member of the insured's household or being conveyed by the insured vehicle.

(e) The Company shall not be liable in respect of damage to any bridge and/or way bridge and/or via duct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.

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 granted by this section to the insured the Company will indemnify any driver provided that such driver;

(a) is not entitled to indemnity under any other policy .

(b) shall as though he were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply

4. The Company may at its own option

(a) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this section 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 section.

5. 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 personal representative(s) in the terms of and subject to the limitations of this policy provided that such personal representatives shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

### SECTION III- TRAILERS

The insurance by Section I and II of this policy shall extend to any vehicle (mechanically propelled or otherwise) attached to the insured vehicle for the purpose of being towed

#### PROVIDED ALWAYS THAT:

(a) this extension shall not increase the Limits of Liability

(b) the Company shall not be liable under this policy in respect of damage to property conveyed by the towed vehicle

(c) the Company shall not be liable under this policy in respect of accident loss damage and/or liability caused sustained or incurred whilst the insured vehicle is towing a greater number of vehicles than is permitted by law.

#### 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, 1988.

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 provision

## 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 hereon 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

The Company shall not be liable under this policy in respect of

- (1) any accidental loss damage and/or liability caused sustained or incurred outside the geographical area
- (2) any claim arising out of any contractual liability
- (3) any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein 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 in the charge of any person other than a driver
- (4) (a) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss  
(b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- (5) any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

The Company shall not be liable in respect of any accidental loss damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or war like 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 except under Section II - I (i) of this policy whilst the insured or any person driving with the general knowledge and consent of the insured is under the influence of intoxicating liquor or drugs and in the event of any claim hereunder the insured shall prove that the accidental 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 consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim

## DEDUCTIBLE

The Company shall not be liable for each and every claim under Section -1 (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the schedule.

## 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 and 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 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 injury 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 the 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 defense 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.
3. At any time after the happening of the event giving rise to a claim under Section II of this policy the Company may pay to the insured the full amount of the Company's liability under the section and relinquish the conduct of any defense settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or/omission of the Company in connection with such defense settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct.
4. 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:
  - a) 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.

- b) 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.
5. 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.
  6. In the event of mis-representation, fraud, non-disclosure of material facts or non co-operation of the insured the Company may cancel the policy by sending fifteen days notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the policy has been in force or the policy may be cancelled at any time by the insured on seven day's notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the Company's short period rates for the period the policy has been in force. Return of the premium by the Company will be subject to retention of the minimum premium of Rs.100/- (or Rs, 25/- in respect of vehicles specifically designed / modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.
  7. If at the time any claim arises under this policy there is any other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under proviso 3(a) of Section II of this policy.
  8. If any dispute or difference shall arise as to the quantum to be paid under this policy , (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators-one to be appointed by each of the parties to the dispute / difference and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.  
It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

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.

9. The due observance and fulfillment of the terms conditions and endorsements 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.

#### **MOTOR TRADE INTERNAL RISKS**

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be the 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 mentioned in the schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance:

#### **NOW THIS POLICY WITNESSETH**

That in respect of accidental loss or damage occurring during the period of insurance and subject to the Terms Exceptions and Conditions contained herein or endorsed hereon:

#### **SECTION I - DAMAGE**

Subject to the Limits of liability the Company will indemnify the insured against damage to any insured vehicle (including its accessories whilst thereon) the property of the insured or any member of the insured's family or household caused by accidental, external and visible means and occurring in or on the premises.

The Company may at its own option repair, reinstate or replace such vehicle or any part thereof or its accessories or may pay in cash the amount of the damage.

#### **EXCEPTIONS TO SECTION I**

The Company shall not be liable to pay

(a) for loss of use, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages.

(b) for damage to tyres by application of brakes or by punctures, cuts or bursts.

## SECTION II - LIABILITY TO THE PUBLIC RISKS

Subject to the Limits of liability as laid down in the Schedule hereto the Company will indemnify the insured against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of

1) accidental death of or bodily injury to any person other than a person in the insured's service or a member of the insured's family or household.

2) accidental damage to

(a) any insured vehicle (including its accessories whilst thereon) held in trust by or in the custody or control of the insured.

(b) other property not being property belonging to or held in trust by or in the custody or control of the insured

occurring in on or about the premises through the negligence of the insured or any person in the service of or acting on behalf of the insured or by or through any defect in

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

In the event of death of the insured the Company will in respect of the liability incurred by him indemnify his legal personal representatives in terms of and subject to the limitations to the policy provided that such representatives shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they can apply.

## GENERAL EXCEPTIONS

The Company shall not be liable in respect of

(a) any accidental loss damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war, riot strike mutiny rebellion revolution insurrection 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 accidental 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 said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

(b) damage to property caused directly or indirectly by fire or explosion



- c) any consequence of burglary housebreaking or theft or any attempt thereof
- (d) damage to property sustained while it is being worked upon and directly resulting from such work
- (e) any defective workmanship
- (f) death injury or damage caused by or through any demolition or of structural alteration or addition to the premises or by or through the installation of any equipment
- (g) death injury or damage caused by or through or in connection with the use by the insured of power driven cranes elevators lifts or hoists other than car hoists having a lift not exceeding 6 feet or its equivalent
- (h) any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement
- (i) death injury or damage resulting from the driving elsewhere than in or on the premises of any vehicle by the insured or any person in the service of or acting on behalf of the insured
- (j) damage to any motor vehicle or its accessories caused by weather conditions
- (k) (i) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or consequential loss  
(ii) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- (l) any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

#### DEDUCTIBLE

The Company shall not be liable under Section -I of this Policy in respect of the deductible stated in the schedule in respect of each and every claim.

#### **Conditions -**

1. The 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.
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company
3. In the event of any occurrence which may give rise to a claim under this Policy the insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and/or process shall be forwarded to the Company immediately

on receipt. Notice shall also be given to the Company immediately the insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any occurrence as aforesaid

4. No admission offer promise payment shall be made by or on behalf of the insured without the consent of the Company which shall be entitled if it so desires to takeover 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 damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the insured shall give all such information and the assistance as the Company may require.

The insured shall use care in the selection of competent employees and shall take all reasonable steps to safeguard from damage the property in respect of which indemnity is hereby granted and to maintain the premises in good repair and the Company shall have free access at all reasonable times to the premises and to examine by their authorized representative any vehicle insured hereunder.

6. The first premium and all renewal premiums that may be accepted are to be regulated partly upon the amount of wages salaries and other earnings paid by the insured to employees during each period of insurance. The name of every employee together with the amount of wages salaries and other earnings shall be properly recorded and the insured at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of insurance within one month from the expiry date of such period of insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or subject to the Company's usual scale of minimum premium by a refund by the Company as the case may be. In the event of any extension or alteration of the premises during the currency of this Policy the insured shall immediately notify the Company thereof and shall pay to the Company any adjusted premium required in respect of such extension or alteration.

7. The Company may cancel this Policy by sending seven day's notice by registered letter to the insured at his last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped mentally challenged persons).

8. If at the anytime any claim arises under this Policy there is any other existing insurance covering the same damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss damage compensation costs or expenses.

9. At any time after the happening of any event giving rise to a claim or series of claims arising out of one cause the Company may pay to the insured the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid) or any less amount for which

such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators-one to be appointed by each of the parties to the dispute / difference and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained:

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.

11. The due observance and fulfillment of the terms exceptions conditions and endorsements of this Policy in so far as they relate to anything to be done or not to be done by the insured and the truth of the statements and the answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.



## **L & T GENERAL INSURANCE COMPANY LIMITED**

### **MOTOR INSURANCE POLICY**

#### **Important note:**

Please examine this Policy including its attached Schedules / Annexures if any. In the event of any discrepancy please contact the office of the Company immediately, it being noted that this Policy shall be otherwise considered as being entirely in order.

Please refer the Claims Settlement & Grievance Redressal procedure document attached herein for ready reference.

#### **CLAIM SETTLEMENT**

The Company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the Survey Report or the additional Survey Report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

#### **PEACE OF MIND IS JUST A CALL AWAY**

The information provided here includes only the salient feature of My:Jeevika Miscellaneous Vehicles Package Policy. For more details, Please call us TOLL FREE on 1800 209 5844 or call a branch in your city, alternatively, to get a 'Quick Quote' you can log on to [www.ltinsurance.com](http://www.ltinsurance.com) or leave your name and number if you want us to contact you. You can even SMS\* 'LTI' <your Name> to 5607058.

**\*SMS charges apply**

#### **Grievance Redressal Procedure**

Vide **Circular No. 3/CA/GRV/YPB/10-11 dated 27th July, 2010**, the IRDA has defined the guidelines for Grievance redressed by Insurance Companies and the same has been incorporated.

For any grievance the Insured/Insured Person may write to:

#### **The Grievance Officer**

#### **L&T General Insurance Company Limited**

6th Floor, City 2, Plot No 177, CST Road, Kalina, Santacruz (E), Mumbai 400 098

Alternatively, the Insured / Insured Person may also call the helpline number – 1800 209 5846 or write to The Grievance Officer at [help@ltinsurance.com](mailto:help@ltinsurance.com) for Grievances relating to:-

- a) Delay in settlement or against decision on any claim
- b) Premium
- c) Non-issue or Interpretation of Policy terms

d) or such other grievances

The Insured person may be entitled to approach the Insurance Ombudsman at nearest insurance ombudsman office. The list of Insurance Ombudsmen offices is as mentioned below.

Ombudsman Office	Office Details	Jurisdiction of Office Union Territory, District
<b>AHMEDABAD</b>	2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b>	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: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>	Karnataka.
<b>BHOPAL</b>	Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>	Madhya Pradesh, Chattisgarh.
<b>BHUBANESHWAR</b>	62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>	Orissa.
<b>CHANDIGARH</b>	S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.

Ombudsman Office	Office Details	Jurisdiction of Office Union Territory, District
<b>CHENNAI</b>	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
<b>DELHI</b>	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>	Delhi.
<b>GUWAHATI</b>	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD</b>	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
<b>JAIPUR</b>	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@gbic.co.in">Bimalokpal.jaipur@gbic.co.in</a>	Rajasthan.
<b>ERNAKULAM</b>	2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336	Kerala, Lakshadweep, Mahe-a part of Pondicherry.

Ombudsman Office	Office Details	Jurisdiction of Office Union Territory, District
	Email: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>	
<b>KOLKATA</b>	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>LUCKNOW</b>	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>	Districts of Uttar Pradesh : Laitpur, 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.
<b>MUMBAI</b>	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<b>NOIDA</b>	Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar,



Ombudsman Office	Office Details	Jurisdiction of Office Union Territory, District
		Saharanpur.
PATNA	Email: <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a>	Bihar, Jharkhand.
PUNE	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The details of the Insurance Ombudsman and their jurisdiction are available on their website – [www.ombudsmanindia.org](http://www.ombudsmanindia.org) or [www.gbic.co.in](http://www.gbic.co.in).  
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