

Policy Wording for Reliance Motor Trade Internal Risk Package Policy

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. This Policy and the Schedule shall be read together as one contract 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 such specific 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.

5. 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 any time 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.

10. 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.

For Reliance General Insurance Company Limited

Authorised Signatory

Endorsements

IMT. 5. HIRE PURCHASE AGREEMENT

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

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

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

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

IMT.6. LEASE AGREEMENT

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

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

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

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

IMT.7. VEHICLES SUBJECT TO HYPOTHECATION AGREEMENT

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

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

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

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

IMT. 21. SPECIAL EXCLUSIONS AND COMPULSORY DEDUCTIBLE

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

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

(a) Special Exclusions

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

(b) Compulsory Deductible

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

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

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

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

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

IMT.22. COMPULSORY DEDUCTIBLE

(Applicable to Private Cars, three wheelers rated as private cars, all motorized two wheelers, taxis, private car type vehicle plying for public/private hire, private type taxi let out on private hire)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs....* (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no ...** of this policy.

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

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

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

* (i) to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.

(ii) in respect of a vehicle rated under the Tariff for Private Car and in respect of a motorised two wheeler not carrying passengers for hire or reward, if any deductible in addition to the compulsory deductible provided in this endorsement is voluntarily borne by the insured, the sum representing the aggregate of the compulsory and the voluntary deductibles is to be inserted.

** to insert Condition no 3 in respect of a vehicle rated under Tariff for Private Car / Two wheelers or Condition no 4 in respect of a vehicle rated under the Tariff for Commercial Vehicles.

IMT 23. COVER FOR LAMPS TYRES / TUBES MUDGUARDS BONNET /SIDE PARTS BUMPERS HEADLIGHTS AND PAINTWORK OF DAMAGED PORTION ONLY .

(For all Commercial Vehicles)

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

Subject to:

(a) Depreciation as per schedule provided in Section 1 of the policy. It is further understood and agreed that in respect of paint work for the damaged portion only (as referred to above) shall also be as per schedule provided in Section 1 of the policy.

(b) In addition to any amount which the insured may be required to bear under para (a) above, the insured shall also bear 50% of the assessed loss in respect of each and every claim under this Endorsement.

(c) It is also understood that no deductible other than those mentioned in (a) and (b) above shall be applicable in respect of a claim which become payable under this Endorsement.

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

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

IMT.24. ELECTRICAL / ELECTRONIC FITTINGS

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

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

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

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

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

IMT.25. CNG/LPG KIT IN BI-FUEL SYSTEM

(Own Damage cover for the kit)

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

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

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

IMT. 27. LIABILITY AND FIRE AND/OR THEFT

(Not applicable for Miscellaneous and Special Types of vehicles rateable under Class –D of the Tariff for Commercial Vehicles)

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

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

NB.(i) In case of Liability and Fire Risks only, the words "burglary housebreaking theft " are to be deleted.

NB.(ii) In case of Liability and Theft Risks only, the words "fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils" are to be deleted.

IMT. 28. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE

(For all Classes of vehicles.)

In consideration of an additional premium of Rs. 25/- notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer shall indemnify the insured against the insured's legal liability under the Workmen's Compensation Act, 1923, the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that

(1) this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for insured's general employees;

(2) the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;

*(3) the insured shall keep record of the name of each paid driver conductor cleaner or persons employed in loading and/or unloading and the amount of wages and salaries and other earnings paid to such employees and shall at all times allow the insurer to inspect such records on demand.

(4) in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

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

*In case of Private cars/ motorised two wheelers (not used for hire or reward) delete this para.

IMT.46. Legal Liability to passengers excluding liability for accidents to employees of the Insured arising out of and in course of their employment

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

In consideration of an additional premium of Rs..... and notwithstanding anything to the contrary contained in Section II-I(c) but subject otherwise to the terms exceptions conditions and

limitations of this policy the insurer will indemnify the insured against liability at Law for compensation (including legal costs of any claimant) for death of or bodily injury to any person other than a person excluded under Section II –I (B) being carried in or upon or entering or mounting or alighting from the vehicle insured.

Provided always that in the event of an accident occurring whilst the vehicle insured is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the insurer ratable proportion of the total amount which would be payable by the insurer by reason of this endorsement if not more than the said number of persons were carried in the vehicle insured.

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

Provided also that the provisions of condition 3 of the policy are also applicable to a claim or series of claims under this endorsement.

Provided further that in the event of policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

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

(For use with "Liability Only" Policy)

In consideration of an additional premium of Rs..... and subject otherwise to the terms exceptions conditions and limitations of this Policy the insurer will indemnify the insured against liability at law for compensation (including legal costs of any claimant) for death of or bodily injury to any person other than a person excluded under general exception being carried in or upon or entering or mounting or alighting from the vehicle insured.

Provided always that in the event of an accident occurring whilst the vehicle insured is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the insurer ratable proportion of the total amount which would be payable by the insurer by reason of this endorsement if not more than the said number of persons were carried in the vehicle insured.

Provided further that in computing the number of persons for the purpose of this endorsement any 3 children not exceeding 15 years of age will be reckoned as two persons and any children in arms not exceeding 3 years of age will be disregarded.

Provided further that in the event of Policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

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

IMT.57. Motorised Two Wheelers

(Motor Trade Only)

It is hereby declared and agreed that Item 5 in the Schedule to this Policy is deemed to have been deleted and the following substituted there for :-

The Motor Vehicle : Any Motorised Two Wheeler (including sidecar attached thereto) the property of the insured or insured's custody or control whilst bearing Trade Certificate No.....

It is further declared and agreed that the words "Motor Vehicle" wherever they appear are deemed to have been deleted and substituted by the words "Motorised Two Wheeler"..

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

IMT.58. Loan or Hire of Motor Cars, Motorised Two wheelers, Motor vehicles to Customers by Motor Dealers

(Motor Trade Only)

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

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

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

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

IMT.59. Private use of vehicle by Member/Director/Employee of the insured

(Motor Trade only)

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this Policy shall be operative whilst the vehicle insured is being used by the insured or with the permission of the insured by a Member Director or employee of the insured for social domestic or pleasure purposes.

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

1. is not entitled to indemnity under any other policy;
2. shall as though he/she were the insured observe fulfill and be subject to the terms provisions conditions and endorsements of this policy in so far as they apply;
3. has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.

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

IMT.60. Demonstration - Driving Extension

(Applicable to Motor Trade Policies Only)

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

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

IMT.61. Tuition - Driving Extension

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

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

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

IMT.62. Deletion of 50% Limitation clause in respect of damage to tyres

(Applicable to Motor Trade Road Transit Risks Policies only)

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

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

IMT .63. Restriction of Cover to Liability Risks only

(Motor Trade Internal Risks Policy)

It is hereby understood and agreed that

(a) Section I and II(2)(i) and the word "other" in Section II (2)(ii) of this Policy in the Schedule to this Policy are deemed to be cancelled and

(b) the Insurer shall not be liable in respect of damage to the Motor Vehicle or its accessories.

IMT.64. Open-Air Car Parks

(Motor Trade Internal Risks Only)

In consideration of the payment of an additional premium, it is hereby understood and agreed that for the purpose of this Policy the Premises shall be deemed to include the car park at* superficial area not exceeding**

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

* To insert location

** To insert appropriate area

IMT.65. Work Away From Premises

(Motor Trade Internal Risks Only)

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

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