



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

**COMPULSORY PERSONAL ACCIDENT (OWNER-CUM-DRIVER) UNDER MOTOR
INSURANCE POLICIES**

UIN: IRDAN106RP0065V01201819

Policy Wordings

(Applicable to all classes of vehicles)

STANDARD FORM FOR COMPULSORY PERSONAL ACCIDENT POLICY

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid the premium as consideration for such insurance in respect of events occurring during the period of insurance.

NOW THIS POLICY WITNESSETH:

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

PERSONAL ACCIDENT COVER FOR OWNER-CUM-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-cum-driver of a vehicle in direct connection with that vehicle or whilst mounting into/dismounting from or traveling in that vehicle as a co-driver, caused by violent, accidental, external and visible means which independently of any other cause shall within six calendar months of such injury result in

	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%
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Provided always that

- 1) the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-cum-driver arising out of any one occurrence. The total liability of the insurer shall be the “Scale of Compensation” (as defined above) applied to the benefit amount of atleast Rs. 15 lakhs (Rupees Fifteen lakhs) during any one period of insurance.
- 2) No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

This cover is subject to

- (a) the owner-cum-driver being the registered owner of the vehicle which is in direct connection with the accident;
- (b) the owner-cum-driver being the insured named in this policy.
- (c) the owner-cum-driver holding an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

RULES APPLICABLE TO TANKERS CARRYING HAZARDOUS CHEMICALS

Rule 129- A- Spark arrester six month 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.

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; and

(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.

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 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 the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.

(4) The owner of the goods carriage 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.

(6) Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods carriage or the transporter abide by these conditions within six month after the date of coming into force of the Central Motor Vehicles (Amendment) Rules,1993.

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) One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993 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
Cause of accidents	A & B - 1st and 2nd day.
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	-check list -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

Night driving
 -wheel locks
 -Vehicle attendance

ii) *Field test/training* -1 driver at a time.

C) Product safety

UN panel
 -UN classification
 -Hazchem code
 -Toxicity, Flammability, other definitions.
 Duration of training for C)-3rd day

Product Information
 -TREM CARDS
 -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.

GENERAL EXCEPTIONS

1. The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein
 - (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.
2. 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 arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
3. 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 other than owner-cum-driver being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
4. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
5. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

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

accident and in the event of any claim. 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 Inquiry in respect of any accident which may give rise to a claim under this Policy.

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

3. Cancellation:

The Company may cancel the policy on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the Insured by sending seven 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 days' 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). The policy shall not be cancelled at the option of the Insured unless evidence of the owner-cum-driver being covered for same or higher benefits as provided under this policy is produced.

4. 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.

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.

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.

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

6. In the event where the maximum liability under the policy is admissible and paid, the policy will immediately lapse.

7. Change in Circumstances - Insured or his/her authorized representative(s) must inform the Company, as soon as reasonably possible, of any change in information which have been provided to the Company about Insured, his/her Business or his/her employee(s) which may affect the insurance cover provided e.g. change of address. Insured must also notify the Company about any alteration made or change in information as described aforesaid whereby risk of damage or Accident is increased. In case of such alteration or changes made and not accepted by the Company in writing, all covers under this Policy shall cease.

8. All claims shall be settled in India in Indian Rupees. The provision of this Policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally subject to the jurisdiction of the Courts in India.

9. Withdrawal & Alteration of Policy Conditions - The policy terms and conditions may undergo alteration as per the IRDAI Regulation. However the same shall be duly notified to the Insured at least three months prior to the date when such alteration or revision comes into effect by registered post at Insured's last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDAI Regulation.

A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to the Insured in advance as per the IRDAI guidelines with details

of options provided by the Company. If the Company do not receive Insured's response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and the Insured shall have to take a new policy available with us, subject to terms & conditions.

10. Payment of Premium - The premium payable shall be paid in advance before commencement of risk. No receipt for premium shall be valid except on the company's official form signed by its duly authorized official. In similar way, no waiver of any terms, provision, conditions and endorsements of this policy shall be valid unless made in writing and signed by the Company's authorized official.

11. Protection of Policy Holder's Interest

- i. On receipt of all required information/documents that are relevant and necessary for the claim, the company shall, with in a period of 30 days offer a settlement of the claim to the insured/claimant. If the Company, for any reasons to be recorded in writing and communicated to the Insured, decide to reject a claim under the policy, it shall do so within a period of 30 days from the receipt of the final survey report and/or additional information/documents or the additional survey report, as the case may be.
- ii. In case, the amount admitted is less than the amount claimed, then the Company shall inform the Insured in writing about the basis of settlement, in particular. Where the claim is rejected, the Company shall give the reasons for the same in writing drawing reference to the specific terms and conditions of the policy document.
- iii. In the event the claim is not settled within 30 days as stipulated above, the Company shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the Insured/claimant by the Company till the date of actual payment.

12. Provision for Senior Citizens

- a) The Senior Citizen will be informed in writing of any underwriting loading charged over and above the premium and his/her specific consent for such loading will be obtained before issuance of a policy.
- b) Separate channel to address the related claims and grievances of senior citizen are mentioned below:

Claims: seniorcitizenclaims@iffcotokio.co.in

Grievance: seniorcitizengrievance@iffcotokio.co.in

Contact Number: 0124-2850100

Address: IFFCO-Tokio General Insurance Company Limited.

IFFCO TOWER – II

Plot No.3, Sector-29, Gurgaon

Haryana-122001

12. **Grievance or Complaint** – The Insured may register a grievance or complaint by visiting the Company’s website www.iffcotokio.co.in. The Insured may also contact the offices from where he/she has bought the policy or the grievance officer who can be reached at the Company’s corporate office.

Grievance Department details are as mentioned below:

E-Mail ID: chiefgrievanceofficer@iffcotokio.co.in

Address: IFFCO-Tokio General Insurance Company Limited.

IFFCO TOWER – II

Plot No.3, Sector-29, Gurgaon

Haryana-122001

13. **Insurance Ombudsman:** The Company shall endeavor to promptly and effectively address Insured’s grievances. In the event the Insured is dissatisfied with the resolution of his/her grievance or complaint, he/she may approach the Insurance Ombudsman located nearest to him/her. Details of the offices across the Country are mentioned below:

CONTACT DETAILS	JURISDICTION
<p>AHMEDABAD Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@gbic.co.in</p>	<p>State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.</p>
<p>BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@gbic.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar,</p>	<p>States of Madhya Pradesh and Chattisgarh.</p>

Opp.Airtel Office,
Near New Market,
Bhopal – 462 033.
Tel.:- 0755-2769200/201/202
Fax:- 0755-2769203
Email:- bimalokpalbhopal@gbic.co.in

BHUBANESHWAR

Office of the Insurance Ombudsman,
62, Forest park,
Bhubneshwar – 751 009.
Tel.:- 0674-2596461 / 2596455
Fax:- 0674-2596429
Email:- bimalokpal.bhubaneswar@gbic.co.in

State of Orissa.

CHANDIGARH

Office of the Insurance Ombudsman,
S.C.O. No. 101, 102 & 103, 2nd
Floor,
Batra Building, Sector 17 – D,
Chandigarh – 160 017.
Tel.:- 0172-2706196/5861 / 2706468
Fax:- 0172-2708274
Email:- bimalokpal.chandigarh@gbic.co.in

States of Punjab, Haryana, Himachal
Pradesh, Jammu & Kashmir and
Union territory of Chandigarh.

CHENNAI

Office of the Insurance Ombudsman,
Fatima Akhtar Court,
4th Floor, 453 (old 312), Anna Salai,
Teynampet,
CHENNAI – 600 018.
Tel.:- 044-24333668 / 24335284
Fax:- 044-24333664
Email:- bimalokpal.chennai@gbic.co.in

State of Tamil Nadu and Union
Territories - Pondicherry Town and
Karaikal (which are part of Union
Territory of Pondicherry).

DELHI

Office of the Insurance Ombudsman,
2/2 A, Universal Insurance Building,
Asaf Ali Road,
New Delhi – 110 002.
Tel.:- 011-23239611/7539/7532
Fax:- 011-23230858
Email:- bimalokpal.delhi@gbic.co.in

State of Delhi

ERNAKULAM

Office of the Insurance Ombudsman,
2nd floor, Pulinat Building,
Opp. Cochin Shipyard,
M.G. Road,
Ernakulum - 682 015.
Tel.:- 0484-2358759/2359338
Fax:- 0484-2359336
Email:- bimalokpal.ernakulum@gbic.co.in

Kerala, Lakshadweep, Mahe-a part of
Pondicherry

GUWAHATI

Office of the Insurance Ombudsman,
'Jeevan Nivesh', 5th Floor,
Nr. Panbazar over bridge, S.S. Road,
Guwahati – 781001(ASSAM).
Tel.:- 0361- 2132204 / 2132205
Fax:- 0361-2732937
Email:- bimalokpal.guwahati@gbic.co.in

States of Assam, Meghalaya,
Manipur, Mizoram, Arunachal
Pradesh, Nagaland and Tripura.

HYDERABAD

Office of the Insurance Ombudsman,
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:- bimalokpal.hyderabad@gbic.co.in

States of Andhra Pradesh, Telangana
and Union Territory of Yanam - a
part of the Union Territory
of Pondicherry.

JAIPUR

Office of the Insurance Ombudsman,
Jeevan Nidhi-II Bldg.,
Ground Floor,
Bhawani Singh Marg,
Jaipur - 302005.
Tel.:- 0141-2740363
Email:- bimalokpal.jaipur@gbic.co.in

State of Rajasthan.

KOLKATA

Office of the Insurance Ombudsman,
Hindustan Building Annexe,
4th floor, 4, CR Avenue,
Kolkata - 700 072.
Tel.:- 033-22124339 / 22124340

States of West Bengal, Bihar, Sikkim
and Union Territories of Andaman
and Nicobar Islands.

Fax:- 033-22124341

Email:- bimalokpal.kolkata@gbic.co.in

LUCKNOW

Office of the Insurance Ombudsman,
6th Floor, Jeevan Bhawan,
Phase-II, Nawal Kishore Road,
Hazratganj,
Lucknow-226 001.

Tel.:- 0522-2231330 / 2231331

Fax:- 0522-2231310.

Email:- bimalokpal.lucknow@gbic.co.in

District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.

MUMBAI

Office of the Insurance Ombudsman,
3rd Floor, Jeevan Seva Annexe,
S. V. Road, Santacruz (W),
Mumbai - 400 054.

Tel.:- 022-26106928/360/889

Fax:- 022-26106052

Email:- bimalokpal.mumbai@gbic.co.in

States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

NOIDA

Office of the Insurance Ombudsman,
Bhagwan Sahai Palace,
4th Floor, Main Road,
Naya Bans, Sector-15,
Gautam Budh Nagar, Noida

Email:- bimalokpal.noida@gbic.co.in

States 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, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

PATNA

Office of the Insurance Ombudsman,
1st Floor, Kalpana Arcade Building,
Bazar Samiti Road,
Bahadurpur,
Patna - 800 006.

Email:- bimalokpal.patna@gbic.co.in

States of Bihar and Jharkhand.

PUNE

Office of the Insurance Ombudsman,
Jeevan Darshan Building, 3rd Floor,
CTS Nos. 195 to 198,
NC Kelkar Road, Narayan Peth,
Pune - 411 030

Tel: 020 -32341320

Email:- bimalokpal.pune@gbic.co.in

States of Maharashtra, Area of Navi
Mumbai and Thane excluding
Mumbai Metropolitan Region.

Address of Insurance Regulatory and Development Authority of India is also mentioned below –

Insurance Regulatory and Development Authority of India
Sy. No 115/1, Financial District,
Nanakramguda, Gachibowli,
HYDERABAD-500 032