

ORIENTAL INSURANCE



THE ORIENTAL INSURANCE COMPANY LIMITED

(A Govt. of India Undertaking)

REGD. OFFICE :

"Oriental House",
P. B. No. 7037, A-25/27,
Asaf Ali Road, New Delhi - 110 002.

ISSUING OFFICE :

LIABILITY ONLY 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 insurance hereinafter contained and has paid the premium 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 otherwise expressed hereon.

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 Motor Vehicle anywhere in India against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of
 - i. death of or bodily injury to any person so far as it is necessary to meet the requirements of Motor Vehicle Act.
 - ii. damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured upto the limit specified in the Schedule.
2. The Company will also pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the limitations of the indemnity which is granted by this policy to the insured,

the Company will indemnify any driver who is driving the Motor vehicle on the Insured's order or with Insured's permission provided that such driver shall as though he/she was the insured observe, fulfil and be subject to the terms, exceptions and conditions of this policy in so far as they apply.

4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this policy provided that such personal representative shall as though such representative was the insured observe, fulfil and be subject to the terms, exceptions and conditions of this policy in so far as they apply.
5. The Company may at its own option
 - A. arrange for representation at any Inquest or Fatal Injury in respect of any death which may be the subject of indemnity under this policy and
 - B. undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this policy.

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 Vehicle Act.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said 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 thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

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 of bodily injury/death sustained by the owner-driver of the vehicle in direct connection with the vehicle insured whilst mounting into/dismounting from or travelling in the insured 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 :

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

Provided always that

1. the 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. 2,00,000/- or Rs. 1,00,000/-** (strike off whichever is not applicable) 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-driver is the registered owner of the vehicle insured herein;

- b. the owner-driver is the insured named in this policy.
- c. the owner-driver holds an effective driving licence, in accordance with the provisions of the Rule 3 of the Central Motor Vehicles Rule, 1989, at the time of the accident.

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. The Company shall not be liable in respect of any claim arising out of any contractual liability.
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 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.
4. 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 a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
5. The Company shall not be liable in respect of any 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 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.

6. 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 injury 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. The insured shall take all reasonable steps to maintain the insured vehicle in efficient condition and the Company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured.
4. The Company may cancel the policy by sending seven day's 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 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). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

5. If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
6. 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 arbitrator 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 calender 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.

7. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far 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.

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

Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by :

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

ENDORSEMENT

IMT.20. REDUCTION IN THE LIMIT OF LIABILITY FOR PROPERTY DAMAGE

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the insurers liability is limited to Rs. 6000/- (Rupees Six

thousand only) for damage to property other than the property belonging to the insured or held in trust or in custody or control of the insured.

In consideration of this reduction in the limit of liability a reduction in premium of Rs.* is hereby made to the insured.

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

* To insert Rs. 50/- for Two wheelers, Rs. 100/- for private cars, Rs. 150/- for Commercial Vehicles, (three wheelers and taxis) or Rs. 200/- for Commercial Vehicles (excluding three wheelers and taxis).

IMT.42. PRIVATE CARRIERS

(Goods Carrying Commercial Vehicles Only)

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

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

NOTE :

In case of dishonour of premium cheque this policy document stands cancelled ab initio as per Section 64 VB of the Insurance Act and no liability whatsoever shall attach.