

MOTOR CYCLE / SCOOTER 'B' 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 **IFFCO-TOKIO GENERAL INSURANCE Co., LTD.** (herein after called the Company) for Insurance contained and has paid or agreed to pay the premium as consideration for such insurance in respect of accident 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 otherwise expressed hereon.

SECTION 1: LOSS OR DAMAGE

The Company will indemnify the Insured against loss of or damage to the Motor Cycle and/or its accessories whilst thereon

- (a) by fire explosion, self ignition or lightning
- (b) by Burglary, Housebreaking or Theft
- (c) by Riot & Strike
- (d) by Earthquake (Fire and Shock Damage)
- (e) by Flood, Typhoon, Tempest, Hurricane, Storm, Inundation, Cyclone, Hailstorm, Frost
- (f) by Accidental external means
- (g) by Malicious act
- (h) by Terrorism
- (i) whilst in transit by road, rail, Inland waterway, lift, elevator or air
- (j) Land slide/Rock slide

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

- | | | |
|----|---|-----|
| 1. | For all rubber nylon plastic parts tyre and Battery - | 50% |
| 2. | For all parts made of glass | Nil |
| 3. | All other parts | |

AGE OF CAR

% OF DEPRECIATION

Upto 6 months	Nil
Between 6 months and 1 year	5%
Between 1 year and 2 years	10%
Between 2 years and 3 years	15%
Between 3 years and 4 years	25%
Between 4 years and 5 years	35%
Between 5 years and 6 years	40%
Over 10 years	50%

The company shall not be liable to make any payment in respect of:

- (a) consequential loss, depreciation, wear and tear, mechanical breakdown, failures or brakes
- (b) damage to tyres unless such motor cycle is damaged at the same time when the liability of the company is limited to 50% of the cost of replacement.

- (c) loss of or damage to accessories by burglary house breaking or theft unless the motor cycle is stolen at the same time and
- (d) any accidental loss or damage suffered whilst the insured or any person driving with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.

In the event of the motor cycle 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 repairers and redelivery to the insured but not exceeding in all Rs.300/- in respect of any one accident. The insured may authorise the repair of the motor cycle necessitated by damage for which the Company may be liable under the policy provided that:

- (a) the estimated cost of such repair does not exceed Rs. 150/-
- (b) the Company be furnished forthwith a detailed estimate of the cost and
- (c) the Insured shall give the Company every assistance to see that such repair is necessary and the charge reasonable.

SECTION II – LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability the Company will indemnify the Insured in the event of accident caused by or arising out of the use of motor cycle against all sums including claimant's cost and expenses which the Insured shall become legally liable to pay in respect of
 - (a) death of or bodily injury to any person including person conveyed in or on the motor cycle provided such person is not carried for hire or reward,
 - (b) damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or any member of the insured's household or being conveyed by the motor cycle.

PROVIDED ALWAYS that the company shall not be liable in respect of death injury or damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the Motor Cycle for loading thereon or the taking away of the load, from the motor cycle after unloading therefrom.

2. The Company will pay all costs and expenses incurred with its written consent.
3. In terms and subject to the limitations of the indemnity which is granted by this Section to the Insured the Company will indemnify any Driver who is driving the Motor Cycle on the Insured's order or with his permission provided that such Driver shall as though he were the Insured observe, fulfill and be subject to the terms, exceptions conditions and limitations of this policy in so far as they can 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) may 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 Section.

5. In the event of any person entitled to indemnity under this Policy the company will, in respect of the liability incurred by such person indemnify his personal representatives 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, fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

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.

GENERAL EXCEPTIONS

(Applicable to all Sections of the Policy)

The company shall not liable in respect of:

1. any accident, loss, damage and or liability caused, sustained or incurred outside the Geographical Area;
2. any claim arising out of any contractual liability;
3. any accident, loss, damage and/or liability can be sustained or incurred whilst the Motor Vehicle is
 - a) being used otherwise than in accordance with the Limitations as to use or
 - b) being driven by any person other than a Driver as stated in the Driver's clause.
4.
 - a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting in or arising therefrom or any consequential loss.
 - b) any liability of whatsoever nature. directly or indirectly caused by or contributed to by or arising from ionising, radiation 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 accident, loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. any accident loss or damage and or liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to 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 the 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.

BONUS/MALUS CLAUSE

A discount shall be allowed to the insured or a loading shall be charged as per the table shown below on the premium for such part of the insurance as is renewed in respect of the Motor Cycle / Motor Scooter Insured hereunder: -

Loading applicable or discount given on own damage premium applicable in the expiring policy year	% Loading / Discount on own damage premium to be applied for renewal.	
With 40% loading With 30% loading With 25% loading With 15% loading No loading / discount With 20% discount With 30% discount With 35% discount With 45% discount With 55% discount	If claim is made during expiring policy year	If no claim is made during expiring policy year
	Continue 40% loading Charge 40% loading Charge 30% loading Charge 25% loading Charge 15% loading No loading / discount Reduce discount to 20% Reduce discount to 30% Reduce discount to 35% Reduce discount to 45%	Charge 30% loading Charge 25% loading Charge 15% loading No loading / discount Allow 20% discount Increase discount to 30% Increase discount to 35% Increase discount to 45% Increase discount to 55% Continue 55% Discount

No claim discount will only be allowed provided a fresh policy is obtained within 90 days of the expiry of the previous policy.

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

2. No admission offer promise payment 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 indemnify or damages 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. The Company may at its own option repair reinstate or replace the motor vehicle or any 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 the actual value of the parts damaged plus the reasonable cost of fitting and shall in no case exceed the insured's estimate of the value of the motor vehicle (including accessories thereon) as specified in the Schedule or the value of the motor cycle (including accessories thereon) at the time of loss or damage whichever is less.
4. The insured shall take all reasonable steps to safeguard the motor cycle 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 motor cycle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown the motor cycle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if motor cycle be driven before the necessary repairs are effected any extension of the damage or any further damage to the motor cycle shall be entirely at the insured's own risk.
5. The Company may cancel this Policy by sending seven days 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 or the Policy may be cancelled at any time by the insured on seven days notice and (provided no claim has arisen during the current period of insurance) 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. However, where the ownership of the vehicle is transferred, the policy cannot be cancelled, unless evidence that vehicle is insured elsewhere is produced.
6. If at any 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 ratable proportion of any loss damage compensation cost or expense.
7. f any dispute or difference shall arise as to the quantum to be paid under 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 part invoking arbitration, the same shall be referred to a panel of three arbitrator, comprising of two arbitrator, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be

appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provision of the Arbitration and Conciliation Act, 1996

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as here in 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 a 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.

8. The due observance and fulfillment of the terms conditions and endorsement 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.
9. "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 heirs of the Insured to whom the custody and use of the Motor Vehicle of the Insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to his/her/their names or obtain a new insurance policy for the Motor Vehicle.

Where such legal heirs wish to apply for a transfer of this policy or obtain a new policy for the Motor Vehicle he/she/they should make an application as per his/her/their requirements within the aforesaid period to the Company. All such applications should be accompanied by: -

- a) death certificate in relation to the insured
- b) proof of title to the Motor Vehicle.
- c) Copy of this Policy".

The Company reserves its right to abide by any order of the court in regard to declaration about the legal heir/heirress and ownership of the vehicle and the nominee will not have any right to dispute such order of the Court.

ENDORSEMENTS

(Endorsements only mentioned in the Schedule shall form the part of the Policy)

IMT-1 excess accidental damage

In consideration of a special reduction in the premium for which this policy is granted it is hereby understood and agreed that the Company shall not be liable to pay the first sum as specified in the schedule (or any less expenditure which may be incurred) of any claim also in the case of total loss in respect of which indemnity would but for this endorsement have been provided by Section 1 of this policy.

If the expenditure incurred by the Company shall include the amount for which the insured is responsible hereunder-such amount shall be repaid by the insured to the company forthwith. For the purpose of this endorsement the expression 'claim' shall mean a claim or series of claims arising out of one cause in connection with the Vehicle mentioned in the Schedule of the Policy.

The "excess" referred to in this endorsement is cumulative with the excess referred to in Section 1 of the Policy and/or other endorsements if any put on the Policy. Subject otherwise to the term's exception conditions and limitations of this policy.

IMT 3 Fire and/or Theft Risks only not Applicable to Motor Trade Policies

It is hereby understood and agreed that not withstanding anything contained herein to the contrary Section II and Bonus/ Malus Clause of this Policy are deemed to be cancelled and under Section 1 thereof the Company shall only be liable to indemnify the Insured against loss or damage by fire explosion self-ignition or lightning or burglary housebreaking or theft or riot strike or flood or earthquake perils whilst the vehicle is laid up in garage and not in use. Subject otherwise to the terms exceptions conditions and limitations of the Policy.

Notes:

1. In the case of fire risk only, delete the words "or Burglary housebreaking or theft" from the first paragraph.
2. In the case of Theft risk only, delete the words "fire external explosion self-ignition or lightning or" from the first paragraph.

IMT 3 (A) LIABILITY AND FIRE AND/OR THEFT RISKS

It is hereby understood and agreed that not withstanding anything to the contrary contained in section 1 of this Policy the Company shall not be liable thereunder except in respect of loss or damage by fire, external explosion, self-ignition or lightning or burglary housebreaking or theft or riot strike or flood or earth quake perils. Subject otherwise to the terms exceptions conditions and limitations of this Policy.

Notes:

1. In the case of liability and fire only, delete the words 'or Burglary, Housebreaking or Theft' from the first paragraph.
2. In the case of liability and theft only, delete the words 'Fire, External Explosion, Self ignition, or Lightning or' from the first paragraph.
3. (a) In case the insured opts out Riot Strike delete the words "or Riot Strike" from the first paragraph.
(b) In case the Insured opts out Flood delete the words "or Flood" from the first paragraph.
(c) In case the Insured opts out Earthquake, delete the words "or Earthquake" from the above Endorsement.

IMT 10. Hire purchase

It is hereby understood and agreed that the Financiers as mentioned in the Schedule (herein after referred to as the Owner) are the owners of the Motor Cycle / Scooter and that the Motor Cycle / Scooter is the subject of a 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 loss or Damage to the Motor Cycle / Scooter (which loss or damage is not made good by repair reinstatement or replacement) and such monies shall be paid to the Owners as long as they are the owners of the Motor Vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Insured or the Company respectively under or in connection with this Policy. Subject otherwise to the term exceptions and limitations of this Policy.

IMT – 11 Lease Agreement

It is hereby understood and agreed that the Lessor named in the schedule (hereinafter referred to as the Lessors) are the owners of the Motor Cycle / Scooter and that the Motor Cars is the subject of a leasing Agreement made between the Lessor on the one part and the insured on the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, replacement, reinstatement) pursuant to any legal liability on the part of the company to the insured under section 1 of this policy shall be made to the Lessors as long as they are owners of the Motor Cycle / Scooter and their receipt shall be a full and final discharge to the company 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 named in the schedule as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured as agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessor 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 company in any capacity whatsoever for any alleged breach of its obligations hereunder. Subject otherwise to the terms exceptions conditions and limitations of this policy.

IMT – 21. Exclusion of Riot & Strike and Terrorism

In consideration of an appropriate discount under the policy, it is hereby understood and agreed that the words by “Riot and Strike” in Section I (item ‘C’ of Policy) and the “words” by terrorism (item ‘h’ of the policy) are hereby deleted and the Company shall not be liable for accident, loss or damage caused by or liability directly arising out of

1. The act of any person taking part together with others in any disturbance of the Public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbances.
2. The willful act of any striker or locked out worker done in furtherance of a strike or in resistance to lock out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act in minimizing the consequence of any such act.

In the event of any claim the Insured shall prove the accident loss damage 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.

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

IMT-22 Exclusion of Earthquake (Fire and Shock damage)

In consideration of an appropriate discount allowed under the policy, it is hereby understood and agreed that the words, ‘Earthquake’ (Fire and Shock Damage) in Section I (item ‘d’ of the

policy) are hereby deleted and the Company shall not be liable for accidental loss or damage caused by or liability directly arising out of the above perils.

In the event of any claim the insured shall prove the accident loss damage 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 occurrence 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.

IMT-23 Exclusion Of Flood, Typhoon, Hurricane, Storm Tempest, Inundation, Cyclone, Hail Storm and Frost

In consideration of an appropriate discount allowed under the Policy it is hereby understood and agreed that the words Flood, Typhoon, Hurricane, Storm, Tempest, Inundation, Cyclone, Hail Storm and Frost in Section 1 (item 'e' of the policy) are hereby deleted and the Company shall not be liable for accidental loss or damage caused by or liability directly arising out of the above perils.

In the event of any claim the insured shall prove that the accident loss damage 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 make any payment in respect of such a claim.

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

IMT-24. Replacement of Parts

It is hereby understood and agreed notwithstanding anything to the contrary contained in this Policy that in the event of loss or damage to the Motor Cycle and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the Motor Cycle is held for repair or in the event of the Company exercising the option under Condition No. 3 to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to:

- a) (i) The price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the country in which the Motor Cycle is held for repair less depreciation applicable; OR
(ii) If no such catalogue or price list exists the price last obtained at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the Motor cycle is held for repair and the amount of the relative import duty less depreciation applicable under the policy. And
- b) The reasonable cost of fitting such part.

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

IMT 30 Loss of Accessories

In consideration of the payment of an additional premium of Rs --- it is hereby understood and agreed that as from ---- notwithstanding anything to the contrary contained in Section I (iii) but subject otherwise to the terms exceptions conditions and limitations of this policy, the Company will indemnify the Insured, in respect of loss or damage to Accessories, the property of the Insured, caused by Burglary, Housebreaking or Theft.

Provided always that the Insured shall be responsible in respect of each and every event for the first Rs. 50/- (or any less expenditure which may be incurred) of the loss or damage. If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder-such amount shall be repaid by the Insured to the Company forthwith.

For the purpose of this Endorsement the expression "event" shall mean an occurrence or series of occurrences arising out of one cause in connection with the Motor Cycle in respect of which indemnity is provided by this policy.

IMT-31 Discount for Membership of Recognised Automobile Associations.

It is hereby understood and agreed that if the Insured ceases to be a Member of the Recognised Automobile Association ----- during the currency of this Policy, he shall immediately notify the Company accordingly and refund to the Company a proportionate amount of the discount allowed on this account for the unexpired period of the cover. Subject otherwise to the terms exceptions conditions and limitations of this Policy.

IMT-55 Vehicle Subject to Hypothecation Agreement

It is hereby declared and agreed that the Insured's Motor Cycle is pledged to/hypothecated with ----- (hereinafter referred to as the "Pledgee") and it is further declared and agreed that the said pledgee is interested in any monies which but for the Endorsement would be payable to the Insured under this policy in respect of the loss of or damage to said Motor Cycle (which loss or damage is not made good by repair reinstatement or replacement) and such monies shall be paid to the said pledgee as long as they are the Pledgee of the Motor Cycle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights or liabilities of the Insured or the Company 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-70 Increase in the Limits of Liability of Property Damage

In consideration of payment of additional premium of Rs--- it is hereby declared and agreed that the limit of liability under section II-1 – (ii) of the policy is increased from Rs. 6000/- to Rs -- -- only in respect of property other than property belonging to the insured or held in trust or in the custody or control of the insured. It is further specifically understood and agreed that the increased limit does not apply to property carried in the vehicle hereby insured. Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

IMT-71 Personal Accident Cover to Drivers (other than paid driver)

It is hereby understood and agreed that the Company undertakes to pay compensation on the scale provided for bodily injury / death as herein after defined sustained by driver (other than paid driver) of the vehicle in direct connection with the use of Motor cycle or whilst mounting or dismounting or driving the vehicle and caused by violent accidental external and visible means which independently of any other cause shall within 12 calendar months of the occurrence of such injury result in:

Scale of compensation

Scale of compensation	Amount
a. Death only	Rs. 20,000/-
b. Total irrecoverable loss of	

- i) Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or of one hand and one entire foot or of such loss of sight of one eye and loss of one entire foot or one entire hand.
Rs. 20,000/-
- ii) Use of two hands or two feet or of one hand and of one foot, or of such loss of sight of one eye or such loss of use of one entire hand or one foot
Rs. 20,000/-
- c. Total irrecoverable loss of
 - i) The sight of one eye or of the actual loss by physical separation of the entire hand or one entire foot
Rs. 10,000/-
 - ii) Use of hand or a foot without physical separation
Rs. 10,000/-

For the purpose of Clause (b) & Clause (c) above "Physical separation" of hand or foot means separation at or above the wrist and/or above the ankle respectively.

- d. Permanent total disablement from injuries (other than named above) which shall be direct consequences thereof permanently, totally, absolutely disable the injured from engaging in an employment or occupation of any description.
Rs. 20,000/-

Provided always that

1. Compensation shall be payable under one only of items (a) to (d) above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in aggregate exceed the sum of Rs. 20,000/- during any one period of insurance in respect of any such person.
2. Such person is not less than 16 or more than 70 years of age at the time of such injury.
3. No compensation 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 or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs,
4. Such compensation shall be payable only with the approval of the insured and directly to the injured driver or to his/her legal representatives whose receipt shall be a full and final discharge in respect of the injury to such person.
5. No compensation under this endorsement shall be payable if the driver involved in the accident is otherwise entitled to compensation under Workman's Compensation Act 1923.

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

IMT-75 Applicable to Private Cars and Motors Cycles / Scooters Only

Notwithstanding anything to the contrary contained in Section I hereunder, it is hereby understood and agreed that the company will indemnify the insured without deduction for depreciation on parts other than tyres and tubes in respect of partial loss claims. It is also hereby expressly understood and agreed that total loss claims shall continue to be settled on the basis of Insured's Estimated Value or the Market Value whichever is less. Subject otherwise to the terms, exceptions, conditions and limitations of the Policy.