

COMMERCIAL VEHICLES LIABILITY ONLY (other than Motor Trade Internal Risks Policies) - Proposal Form

A - Questions that are necessarily to be listed for granting the cover as per the Motor Vehicles Act – 1988

A(I) Personal Details of Proposer / Owner	1	Proposer's (Owner's) Full Name	
	2	Address (where the vehicle is normally kept)	_____ _____ _____ Pin Code _____ Tel No.: _____ Mobile No.: _____ Fax No.: _____ Email address _____
	3	Occupation / Business	
	4	Type of Cover	Liability Only Policy
	5	Period of Insurance	From _____ Hrs on _____ To _____ Hrs on _____

A(II) Vehicle Details/Vehicle specification	6	Registration No. of the vehicle	
	7	Date of Registration of the vehicle	
	8	Registration Authority and Location	
	9	Year of Manufacture	
	10	Engine No	
	11	Chassis No	
	12	Make of the Vehicle	
	13	Model	
	14	Type of Body	
	15	Cubic Capacity of the Vehicle	
	16	Seating Capacity including driver	
	17	Whether vehicle is driven by non conventional source of power / CNG / LPG / Bi Fuel? If yes, please give details.	
	18	Whether use of vehicle is limited to own premises?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	19	Whether the commercial vehicle is also used for Private purposes (excluding use for hire or reward)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	20	Whether the vehicle is used for driving tuitions? (GR 44)	Yes <input type="checkbox"/> No <input type="checkbox"/>
	21	Details of Hire Purchase / Hypothecation / Lease (IMT 5) a) Is the vehicle proposed for insurance: (i) Under Hire Purchase (ii) Under Lease Agreement (iii) Under Hypothecation Agreement b) If yes, give name and address of concerned party/parties	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
	22	Third Party Risks: Death / Bodily Injury Coverage for liability against Third Party Risks (Death or Bodily Injury) required in respect of: (I) Owner Driver only Yes <input type="checkbox"/> No <input type="checkbox"/> (ii) Any person other than Paid Driver Yes <input type="checkbox"/> No <input type="checkbox"/>	If "Yes", give details of such persons:

	1. _____ 2. _____ 3. _____ Note: 1. Section 146 of Motor Vehicle Act 1988 makes it mandatory for the owner of the vehicle to ensure that he or any person authorized by him to drive a vehicle in public place has insurance against third party risks. The explanation to Section 146 exempts the paid driver. 2. As per Section 147 (2) (a) The liability is 'as incurred' in the case of death / bodily injury of as third party.
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23	Third Party Risks: TPPD (IMT – 20)
Do you wish to have the statutory Third Party Property Damage (TPPD) Liability of Rs.6000/- only? Yes <input type="checkbox"/> No <input type="checkbox"/> [For additional TPPD limits, please see Q.No. 25]	

24	Third Party Risk : Liability to 'Workmen' under W.C Act - 1923 (Compulsorily to be covered by M.V Act - 1988))
Legal liability to persons employed in connection with operation of the vehicle who are 'workmen' (The liability of the Employer under the Workmen's Compensation Act 1923 is covered under the Motor Vehicles Act 1988) 1. Drivers: (No. of Persons) _____ 2. Employees (Workmen): _____ (No. of Persons) _____ Note: The Motor Vehicles Act 1988 under Sec. 147(1)(ii)(i) covers liability to employees who are workmen within the meaning of the Workmen's Compensation Act - 1923.) (For additional coverage please refer Q. No. 26)	

B. Questions that provide additional cover as per IMT Endorsements

25. (GR 39)	Third Party Risk: Liability to 'Workmen' under W.C Act - 1923 (Compulsorily to be covered by M.V Act - 1988)
The policy provides additional Third Party Property Damage Liability Limits of `7,50,000/- for commercial vehicles. Do you wish to cover the additional limit: [Refer to Q.No. 23] Yes <input type="checkbox"/> No <input type="checkbox"/>	

26. (IMT 28)	Additional Liability to Workmen
Do you wish to cover Wider Legal Liability to employees who are workmen? (This information is sought to cover in addition to liability under the Workmen's Compensation Act 1923, also liability under the Fatal Accidents Act 1855 and the Common Law) Yes <input type="checkbox"/> No <input type="checkbox"/> (Note: The additional liability under common law and Fatal Accidents Act 1855 in respect of employees who are workmen can be covered under this endorsement) Refer Q No. 24	

27. (IMT 29)	Liability to Employees who are not Workmen
Do you wish to cover Wider Legal Liability to employees who are NOT workmen? Yes <input type="checkbox"/> No <input type="checkbox"/> (Note: The liability under common law and Fatal Accidents Act 1855 in respect of employees who are not workmen can be covered	

28. Personal Accident Cover for Owner Driver

Personal Accident Cover for Owner Driver is compulsory in the Liability Only Cover. Please give details of nomination:

- (a) Name of Nominee and Age _____
- (b) Relationship_____
- (c) Name of Appointee (if nominee is a Minor) _____
- (d) Relationship to the Nominee_____

(Note): 1. Personal Accident cover for Owner Driver is compulsory for Sum Insured of Rs.15,00,000/- for all classes of Motor Vehicle.

2. Compulsory Personal Accident (PA) Cover for owner-driver (PA Cover for Owner –Driver is compulsory for individual vehicle owners)

I hereby declare that the Owner Driver does not require Compulsory Personal Accident Cover as

- Owner Driver has a separate existing Personal Accident cover against Death and Permanent Disability (Total and Partial) for Sum Insured of at least 15lacs.
- Owner Driver has a separate Standalone Compulsory Personal Accident policy for Sum Insured of Rs 15 lacs
- The Vehicle to be insured is not owned by an individual.
- The Owner Driver does not have an effective driving license.

(Note: Where the owner driver owns more than one vehicle, Compulsory Personal Accident cover can be granted for any one vehicle as opted by him/her.) Personal Accident cover for owner driver is compulsory for Sum Insured of 15 lakhs for Private Car. Compulsory Personal Accident Cover for Owner Drivers cannot be granted where the Vehicle is owned by a company, a partnership firm or a similar body corporate.

29. (MT 15) PA cover for Named Occupants

Do you wish to include Personal Accident Cover for Named persons? Yes No

If yes, give name and Capital Sum Insured (CSI) opted for.

	Name	CSI Opted for	Nominee	yes
1				
2				
3				
4				
5				

(Note: The maximum CSI available per person is Rs.2 Lakhs in case of Private Cars and Rs.1 Lakh in the case of Motorized Two Wheelers)

30. (IMT 16) PA Cover for Unnamed Occupants

Do you wish to include Personal Accident Cover for unnamed passengers/hirer/pillion passengers (two wheelers)? Yes No

If yes, give number of persons and Capital Sum Insured (CSI) opted for. Number of persons _____ CSI opted (₹) _____

(Note: The maximum CSI available per person is Rs.2 Lakhs in case of Private Cars and Rs.1 Lakh in the case of Motorized Two Wheelers)

31. (IMT 1)	Geographical Extension
Whether extension of geographical area to the following countries required?	
(1) Bangladesh Yes <input type="checkbox"/> No <input type="checkbox"/> (2) Bhutan Yes <input type="checkbox"/> No <input type="checkbox"/> (3) Maldives Yes <input type="checkbox"/> No <input type="checkbox"/>	
(4) Nepal Yes <input type="checkbox"/> No <input type="checkbox"/> (5) Pakistan Yes <input type="checkbox"/> No <input type="checkbox"/> (6) Sri Lanka Yes <input type="checkbox"/> No <input type="checkbox"/>	
(Note: Presently the territory covered is geographical area of India. Extension of geographical area can be availed by use of this endorsement)	

C. Questions that are elicited for information and data collection purposes

32.	Previous History												
(a) Date of Purchase of the vehicle by the Proposer: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>													
(b) Whether the vehicle was New or Second Hand at the time of Purchase: <input type="checkbox"/> New/ <input type="checkbox"/> Second Hand													
(c) Will the vehicle be used exclusively for													
i. Private, Social, Domestic, Pleasure and Business Purposes Yes <input type="checkbox"/> No <input type="checkbox"/>													
ii. Carriage of Goods other than samples or personal luggage Yes <input type="checkbox"/> No <input type="checkbox"/>													
(d) Is the vehicle in good condition? Yes <input type="checkbox"/> No <input type="checkbox"/>													
If "No" please give full details _____													
(e) Name and address of the previous insurance company: _____													
(f) Previous Policy Number : _____ (g) Period of Insurance from: _____ to _____													
(h) Claims lodged during the preceding 3 years													
<table border="1"> <thead> <tr> <th>Year</th> <th>Number of Claims</th> <th>Claim Amount (₹)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Year	Number of Claims	Claim Amount (₹)									
Year	Number of Claims	Claim Amount (₹)											

33.	Driver Details								
Details of the Driver:									
(a) Age and Date of Birth of the Owner: Age _____ years <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>									
(b) Age and Date of Birth of the Driver: Age _____ years <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>									
(c) Does the driver suffer from defective vision or hearing or any physical infirmity Yes <input type="checkbox"/> No <input type="checkbox"/>									
If "Yes" please give details _____									
(d) Has the driver ever been involved/convicted for causing any accident or loss? Yes <input type="checkbox"/> No <input type="checkbox"/>									
If "Yes", please give details as under including the pending prosecutions:									
<table border="1"> <tr> <td>Driver's Name</td> <td> </td> </tr> <tr> <td>Date of Accident</td> <td> </td> </tr> <tr> <td>Loss/Cost Rs.</td> <td> </td> </tr> <tr> <td>Circumstances of Accident:</td> <td> </td> </tr> </table>		Driver's Name		Date of Accident		Loss/Cost Rs.		Circumstances of Accident:	
Driver's Name									
Date of Accident									
Loss/Cost Rs.									
Circumstances of Accident:									

TERMS AND CONDITIONS

I /We hereby declare that the statement made by me/us in the proposal form are true to the best of my/our knowledge and belief and I/We hereby agree that this declaration shall form the basis of contract between me/us and HDFC ERGO General Insurance Company Limited. I/We also declare that, if any additions or alterations are carried out after the submission of this proposal form, then the same would be conveyed to the insurers immediately. I/We hereby declare that the contents of the form and documents have been fully explained to me/us and that I/We have fully understood the significance of the proposed contract.

1. I/We declare that the rate of NCB stated above by me/us is correct and that no claim has arisen in the expiring policy (copy of the policy enclosed). I/We further undertake that, if this declaration is found to be incorrect,

all benefits under the policy in respect of Section I of the policy will stand forfeited.

2. I/We further understand and agree that HDFC ERGO General Insurance will seek confirmation of above stated details from my/ our previous insurers. Pending receipt of necessary confirmation, I/We agree that, though coverage under the policy will be available to me/us, HDFC ERGO General Insurance will be liable to release the payment towards any claims under Section I of the policy only after a confirmation in this regard is received. In the event this declaration is found to be incorrect, any and all coverage available under Section I of the policy from the date of commencement of the policy shall stand automatically forfeited. Further, any survey arranged/ allowed by HDFC ERGO General Insurance of the motor vehicle, pending confirmation of this declaration from my/our previous insurers, shall be without prejudice to any of the rights and remedies available to HDFC ERGO General Insurance as contained herein and relevant laws and regulation.
3. I/We acknowledge and agree that , pending receipt of confirmation of this declaration from my/our previous insurers, the “cash-less repair facility” provided by HDFC ERGO General Insurance shall stand suspended.
4. I/We also shall endeavour to procure the renewal notice and pass on the same to HDFC ERGO General Insurance immediately upon the receipt of such renewal notice.
5. I/we authorize HDFC ERGO General Insurance and associate partners to contact me via email, phone, SMS Compulsory Personal Accident:

Compulsory Personal Accident (PA) Cover for owner-driver (PA Cover for Owner - Driver is compulsory for individual vehicle owners)

I hereby declare that the Owner Driver does not require Compulsory Personal Accident Cover as

- Owner Driver has a separate existing Personal Accident cover against Death and Permanent Disability (Total and Partial) for Sum Insured of at least 1 lacs.
- Owner Driver has a separate Standalone Compulsory Personal Accident policy for Sum Insured of Rs 15 lacs
- The Vehicle to be insured is not owned by an individual.
- The Owner Driver does not have an effective driving license.

(Note: Where the owner driver owns more than one vehicle, Compulsory Personal Accident cover can be granted for any one vehicle as opted by him/her.) Personal Accident cover for owner driver is compulsory for Sum Insured of 1 lakhs for Two Wheelers. Compulsory Personal Accident Cover for Owner Drivers cannot be granted where the Vehicle is owned by a company, a partnership firm or a similar body corporate.

VERNACULAR DECLARATION/ASSISTANCE DECLARATION

Declaration in case the proposal is filled other than the Proposer / the proposer sign in vernacular language / proposer is not familiar with the language printed here/ proposer is illiterate (to be certified by someone other than agent/employee of the company)

(The content of this form and its particulars have been explained by me in vernacular to the Proposer who has understood and confirmed the same.)

Name of the Translator / Representative: _____

Place:_____ Date:_____

Signature of the Translator / Representative: _____

Place:_____

Date:_____

Signature

Name of the Proposer _____

Place:_____

Date:_____

Signature

DECLARATION & WARRANTY ON BEHALF OF INSURANCE COMPANY OF INSURANCE COMPANY

Anti-Fraud Warning: This policy shall be voidable at the option of the Company in the event of mis-representation, misdescription or non-disclosure of any material particulars by the Proposer. Any person who, knowingly and with intent to fraud the insurance company or any other person, files a proposal for insurance containing any false information, or conceals or the purpose of misleading, Information concerning any fact material thereto, commits a fraudulent insurance act, which will render the policy voidable at the sole discretion of the insurance company and result in a denial of insurance benefits.

Anti- Money Laundering: The Company believes in adherence to Anti Money Laundering (AML) guidelines/ rules as it aids in ensuring that financial institution like ours are not used as vehicle for money laundering. The policyholder/ nominee are thus bound to provide such information as may be required by the Company for ensuring the adherence of AML guidelines/rules.

Sharing Of Information Clause: The information sought from the insured is strictly for the purpose of policy issuance and policy servicing. This information sought and the details of policy are kept confidential and will not be shared with any external party in any circumstances whatsoever. However, in instances when such information/ details is sought by any governmental bodies / regulatory authorities or when the Company is directed to share such information in accordance with any law/ regulations or direction from any such governmental bodies / regulatory authorities, the Company will be bound to abide to such directions.

Data Protection Requirement (Below Declaration Should Be Mentioned In Insured Declaration): "I/We hereby understand, declare, consent and authorize the Company that all details of the policy and financial information, as provided to the Company may be utilized for processing the claim made under the Policy. I/We hereby also understand, declare and consent that the Company shall have right to retain and disseminate the same to any service provider for providing services related to insurance"

Note: The liability of the company does not commence until the acceptance of the proposal has been formally intimated by the Proposer and full premium has been realized by the company. We are under no obligation to accept any proposal for insurance. The Applicant agrees that the receipt of the Proposal Form by HDFC ERGO General Insurance Company Limited along with the premium payment does not tantamount to the acceptance of the Proposal for insurance by HDFC ERGO General Insurance Company Limited and does not result in a concluded contract of insurance. The acceptance of the Proposal for insurance shall be at the Company's sole and absolute discretion and upon full realization of the premium payment. In the event of acceptance of the Proposal for insurance by HDFC ERGO General Insurance Company Limited, such acceptance shall be specifically intimated to the Applicant by HDFC ERGO General Insurance Company Limited along with the date from which the insurance Cover shall become effective. HDFC ERGO General Insurance Company Limited shall not be liable for any claim in respect of an event giving rise to a claim covered under the Policy of Insurance that has occurred prior to policy issuance is not covered under this Policy (Your proposal form will be considered after HDFC ERGO General Insurance Company Limited receives premium payment. If you require physical copy of your policy in future, please visit "Help" section on www.hdfcergo.com or contact our customer care

DECLARATION, CONSENT & WARRANTY BY INSURED/PROPOSER/ REPRESENTATIVE (IN CASE THE PROPOSER IS DISABLED)

- I / We hereby declare that the statements made by me / us in this Proposal Form are true to the best of my / our knowledge and belief and I / We hereby agree that this declaration shall form the basis of the contract between me / us and HDFC ERGO General Insurance Company Limited.
- We hereby authorise the Company to share/ verify the information provided by me/us pertaining to my proposal with third party, rating agencies or service provider for the purpose of underwriting the proposal, issuance of a policy or settling of a claim under the policy.
- I/We also declare that any additions or alterations are carried out after the submission of this proposal form then the same would be conveyed to the insurers immediately.
- I/We agree that this declaration and the answers given above shall be the basis of the contract between me/us and the Company and shall be deemed to be incorporated in such contract. And that if any untrue statement be contained therein the said contract shall be absolutely null and void.
- I/We undertake to exercise all reasonable and ordinary precaution for the safety as desired and I/We agree to accept the policy in the form issued by the Company subject to the terms exceptions and conditions prescribed therein or endorsed on the policy.
- "I/We hereby understand, declare, consent and authorize HDFC ERGO General Insurance Company Ltd.

that financial information, as provided to the Company may be utilized for processing the claim made under the Policy.

- I/We hereby also understand, declare and consent that the Company shall have right to retain and disseminate the same to any service provider for providing services related to insurance”
- I/We hereby also give my/our consent voluntarily to use my PAN for the purpose of evaluating the credit score on my behalf.
- I, hereby grant consent to Agent/Broker/Corporate Agent or any other licensed intermediary to share my KYC (Know your Customer) and customer due diligence information with HDFC ERGO General Insurance Company Limited for the purpose of my insurance proposal.
- I/We hereby confirm that all premiums have been/will be paid from bonafide sources and no premiums have been/will be paid out of proceeds of crime related to any of the offence as listed in Prevention of Money Laundering Act, 2002 & its subsequent amendments thereof I understand that the Company has the right to call for documents to establish sources of funds.
- I hereby authorize the Company to notify me through email, SMS, or any other electronic mode any information pertaining to my proposal, policy document, claim servicing etc.
- I/ We authorize the Company to process my/ our Personal as well as Sensitive information for profiling purposes and to contact me/ us for renewal of my/our policy. I/We also authorise the Company to contact me/us (including overriding my/our registration on NDNC under the extant TRAI Regulations) and to promote products to notify me/us about the services being rendered by the Company.

Signature of Intermediary _____

Place: _____ Date: _____ Time: _____

FOR OFFICE USE ONLY

Channel Partner Code: _____ Branch Location: _____

Signature of Channel Partner: _____

INSURANCE ACT 1938 SECTION 41- PROHIBITION OF REBATES

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES