
Tractor Insurance Policy Wordings

Policy Coverage

➤ **Loss of or Damage to the Vehicle Insured (Own Damage)**

The Company will indemnify the insured against loss or damage to the vehicle insured against following:

- i. Fire, Explosion, Self ignition or Lightning
- ii. Burglary, Housebreaking, Theft, Riot and Strike
- iii. Earthquake (fire and shock damage), Flood, Typhoon, Hurricane, Storm, Tempest
- iv. Inundation, Cyclone, Hailstorm, Frost
- v. Accidental external means
- vi. Malicious acts
- vii. Terrorist activity
- viii. Landslide, Rockslide
- ix. Whilst in transit by road, rail, inland waterway, lift, elevator or air

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

- For all rubber/nylon/plastic parts, tyres, tubes, batteries and air bags - 50%
- For fibre glass components - 30%
- For all parts made of glass - Nil
- Rate of depreciation for all other parts including wooden parts will be as per the schedule.

In the event of the vehicle 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 repairer and re-delivery to the insured not exceeding Rs.2500/- for commercial vehicles in respect of any one accident.

➤ **Liability to Third Parties**

The Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums including claimant's cost and expenses, which the insured shall become legally liable to pay in respect of:

- Death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.
- Damage to property caused by the use (including the loading and/or unloading) of the vehicle.

➤ **Personal Accident Cover for Owner-Driver**

The Company undertakes to pay compensation as per the following scale for bodily injury/death sustained by the owner-driver of the vehicle in direct connection with the vehicle insured or whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

- Death - 100%
- Loss of two limbs or sight of two eyes or one limb and sight of one eye - 100%
- Loss of one limb or sight of one eye - 50%
- Permanent total disablement from injuries other than named above - 100%

➤ **Policy Exclusions**

- Any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area.
- Any claim arising out of any contractual liability.
- Any accidental loss or damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
 - Being used otherwise than in accordance with the 'Limitations as to Use' or
 - 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.
- Losses such as:
 - Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
 - Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- Any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- Any accidental loss or damage/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 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 any of the said occurrences and in the event of any claim here under the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of 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.