

Policy Wordings Auto Secure Asset policy

Tata AIG General Insurance Company Limited will provide the insurance described in this Policy and any endorsements thereto during the Policy Period as defined in this Policy, to the Insured detailed in the Policy Schedule in reliance upon the statements contained in the Proposal, which shall be the basis of this Policy and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this Policy.

DEFINITIONS

1. **We, Us, Our** means the Tata AIG General Insurance Company Limited
2. **You, Your, Yourself** means or refers to the person or persons described in the Schedule as the insured. In case schedule refers to an entity other than individual, then representative, of such an entity would be deemed as You, Your, Yourself.
3. **Deductible** means the amount which shall be borne by the Insured in respect of each and every claim made under this Policy. The Company's liability to make any payment under this Policy is over and above the Deductible as mentioned in Schedule.
4. **Normal Use** means use of the Asset in accordance with the Manufacturers guidelines for Product usage including but not limited to regular maintenance and upkeep of the Product.
5. **Policy Period/Period of Insurance** means the period commencing from the risk Inception date and time as shown in the Schedule and terminating at midnight on the expiry date as shown in the Schedule.
6. **Sum Insured** means the amount stated in the Schedule, which shall be Our maximum liability during the Policy Period/Period of Insurance.
7. **SLI Battery** means Starting, Light, and Ignition battery, designed to power the electrical systems in a vehicle
8. **Traction Battery** means a rechargeable battery used to power the electric motors of an Electric Vehicle, also known as Electric Vehicle Battery.
9. Asset referred to in this policy means "Unregistered Two or more Wheeled Battery Electric Vehicle (BEV) and must meet the conditions listed below:
 - (a) Vehicle is equipped with an electric motor having thirty minute power less than 0.25 kW
 - (b) maximum speed of the vehicle is less than 25 km/hr
 - (c) Vehicle is fitted with suitable breaks and retro reflective devices, that is, one white reflector in the front and one red reflector at the rear
 - (d) Unladen weight (excluding battery weight) of the vehicle is not more than 60 kg
 - (e) In case of pedal assisted vehicle equipped with an auxiliary electric motor, in addition to above, the thirty minute power of the motor is less than 0.25 kW, whose output is progressively reduced and finally cut off as the vehicle reached a speed of 25 km/hr, or sooner, if the cyclist stops pedalling.

Usage of the Asset can be for Private/commercial.

Asset does not include Motor Vehicle which is required to be registered as per Motor Vehicle Act 1988 (Amended time to time)

SECTION I : Scope of Coverage

The Company will indemnify the Insured for any loss or damage to the insured Asset during the Policy Period subject to the terms and conditions under section I of the policy.

SECTION I.1: Loss of or Damage to the Asset Insured

1. The Company will indemnify the Insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon
 - I. by fire explosion, self-ignition or lightning;
 - II. by burglary, housebreaking or theft;
 - III. by riot and strike;
 - IV. by earthquake (Fire and Shock Damage);
 - V. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
 - VI. by accidental external means;
 - VII. by malicious act;
 - VIII. by terrorist activity;
 - IX. whilst in transit by road rail inland -waterway lift elevator or air;
 - X. by landslide rockslide.

Subject to a deduction for depreciation at the rates mentioned below in respect of the parts replaced	
1. For All Rubber/ Nylon/ Plastic Parts, tyres, tubes, SLI Battery	50%
2. For Fibre glass components	30%
3. For All Parts made of Glass	NIL
4. Rate of depreciation for all other parts including wooden parts will be as per following schedule	
Age of the vehicle	% of Depreciation
Not Exceeding 6 months	NIL
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 year but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 years but not exceeding 10 years	40%
Exceeding 10 years	50%
5. Rate of depreciation for painting: In the case of painting, depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of the total painting charges for the purpose of applying the depreciation.	
6 . Rate of depreciation for Traction battery will be as per following schedule	
Age of the Battery	% of Depreciation
Less than 6 Months	25%
6 months to 1 year	35%
1 year to 2 years	45%
2 years to 3 years	55%
More than 3 years	70%

2. The Company shall not be liable to make any payment in respect of:
 - (a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown failures or breakages;

- (b) damage to Tyres and Tubes unless the Asset is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement.
 - (c) loss of or damage to accessories by burglary, housebreaking or theft unless the Asset is stolen at the same time;
 - (d) any accidental loss or damage suffered whilst the insured or any person driving the Asset with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs;
 - (e) Loss or damage due to fire/self-ignition/short circuit whilst battery charging;
 - (f) Standalone theft of battery;
 - (g) Loss or Damage of battery, if battery is not included in Insured Declared Value(IDV) of the insured Asset.
3. In the event of the Asset 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 of redelivery to the insured but not exceeding in all Rs.500/- in respect of any one accident.
4. The Insured may authorise the repair of the Asset necessitated by damage for which the Company may be liable under this Policy provided that:
- (a) the estimated cost of such repair including replacements, if any, does not exceed Rs. 250/-
 - (b) the Company is furnished forthwith with a detailed estimate of the cost of repairs and
 - (c) the Insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

Sum Insured - Insured's Declared Value (IDV)

The Insured's Declared Value (IDV) of the Asset will be deemed to be the 'SUM INSURED' for the purpose of this Policy which is fixed at the commencement of each policy period for the insured Asset .

The IDV of the Asset (and side car accessories, if any, fitted to the Asset) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the insured Asset at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below):

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

The Schedule of Depreciation for Fixing IDV of the Asset

Age of The Vehicle	% of Depreciation For Fixing IDV
Not exceeding 6 months	10%
Exceeding 6 months but not exceeding 1 year	30%
Exceeding 1 year but not exceeding 2 years	55%
Exceeding 2 years but not exceeding 3 years	65%
Exceeding 3 years but not exceeding 4 years	75%
Exceeding 4 years but not exceeding 5 years	85%

IDV of Asset beyond 5 years of age and of obsolete models of Asset (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the insurer and the insured.

IDV shall be treated as the 'Market Value' throughout the policy period without any further depreciation for the purpose of Total Loss (TL)/ Constructive Total Loss (CTL) claims.

The insured Asset shall be treated as CTL if the aggregate cost of retrieval and/or repair of the Asset , subject to terms and conditions of the policy, exceeds 75% of the IDV of the Asset .

SECTION I.2: Public Liability

This cover is applicable if it is shown on your schedule.

The company undertakes to indemnify the insured for any legal liability arising out of use of the asset insured herein for any injury including death and property damage caused to any person other than Insured named in the Policy.

Particulars	Maximum Liability
i)Death	100% of sum insured
ii)Grievous hurt	50% of sum insured
iii)Bodily injury not involving grievous hurt	Twenty Five Thousand rupees
iv)damages to property	One Lakh rupees

Our liability under this section shall not exceed the sum insured mentioned in policy schedule arising out of any Accident(s) under (i) to (iv) above and in the aggregate during any one period of insurance.

Subject to the limits of liability as laid down above, the Company shall indemnify the insured in the event of an accident caused by or arising out of the use of the insured Asset, for which the Insured shall become liable to pay in respect of

- (i) death of or bodily injury to any person including occupants carried in the Insured Asset caused by or arising out of the use of the Insured Asset
- (ii) damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.

PROVIDED ALWAYS THAT

1. 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 vehicle for loading thereon or the taking away of the load from the vehicle after unloading there from.
2. The Company will pay all costs and expenses incurred with its written consent only.
3. 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(s) in terms of and subject to the limitations of this Policy provided that such personal representative(s) 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.
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 Policy and/or
 - (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.

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.

SECTION I.3 - Personal Accident Cover for Insured

This cover is applicable if it is shown on your schedule.

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 Insured, in direct connection with the Asset insured or whilst mounting into/dismounting from or traveling in the insured Asset 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:

Details of Injury	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%

Provided always that

- a) The compensation shall be payable under only one of the items (i) to (iv) above in respect of the Insured arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 2 lakhs during any one period of insurance.
- b) 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 (1) intentional self-injury suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- c) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

SECTION II: General Exceptions (Applicable to Sections I.1, I.2 & I.3 of the Policy)

The Company shall not be liable under this Policy in respect of :

1. Any accidental loss damage and/or liability caused sustained or incurred outside the Geographical Area.
2. Any claim arising out of any contractual liability
3. Any accidental loss damage and/or liability caused sustained or incurred whilst the Asset insured herein is being used otherwise than in accordance with the Limitations as to Use stated below:

The Asset is to be used for social, domestic and pleasure purposes and for the insured's business or profession as well as goods carrying and passenger carrying purpose. The Policy does not cover use for tuition, racing, pace making, reliability trial, speed testing, or use for any purpose in connection with Motor Trade.

4. (i) Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- (ii) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising 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.
- (iii) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

5. Any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. Any accidental loss or damage and/or liability directly or indirectly or proximately or remotely occasioned by or 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, confiscation, commandeering, requisition or destruction of or damage to property by order of the government de jure or de facto or by any public authority 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 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.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect

7. Any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising out of deliberate, willful or intentional non-compliance of any Statutory provision
8. Any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages

Deductible

The Company shall not be liable for each and every claim under Section – I.1 (loss of or damage to the Asset insured) of this Policy in respect of the deductible stated in the Schedule.

SECTION III: Auto Secure Asset Policy – Add On Covers

TA37 - Auto Secure Asset Policy - Electric Surge Secure (UIN: IRDAN108RP0006V01202324/A0009V01202324)

This cover is applicable if it is shown on *Your Policy* schedule.

We will pay you for partial or total or constructive total loss, destruction or damage to Electric vehicle including Charging equipment arising out of arcing, self-heating, leakage of electricity or short circuiting including due to ingress of water while the vehicle is being charged.

Our maximum liability will be limited to Insured Declared Value (IDV) mentioned in the policy schedule.

What is not Covered:

We shall not indemnify *You* in respect of-

- Loss or damage due to any Manufacturing Defect.
- Loss arising as a result of failure to follow the manufacturer's instructions.
- Use of batteries, charger and / or accessories not as per approved specification by the manufacturer.
- When Battery is charged not in accordance with manufacturer's instruction.
- Loss or damage to the battery fitted in the vehicle unless cost of the battery is included in IDV.

Subject otherwise to terms, conditions, limitations and exceptions of the policy

TA38 - Auto Secure Asset Policy - Depreciation Allowance (UIN: IRDAN108RP0006V01202324/A0010V01202324)

This cover is applicable on Section I.1 if it shown on your schedule.

We will pay you the amount of depreciation deducted on the value of parts replaced under own damage claim, lodged under section I.1 (own damage) of the policy. We will pay for the first __ claims during the period of insurance, as per Schedule.

TA39 - Auto Secure Asset Policy - Return to Invoice (UIN: IRDAN108RP0006V01202324/A0011V01202324)

This cover is applicable on Section I.1 if it shown on your schedule.

What is covered:

We will pay the financial shortfall between the amount You receive under section 1(own damage) of the policy and the purchase price of the Asset as confirmed in the invoice of sale OR current replacement price of new Asset in case exactly same make/model is available, whichever is less, in the event of Your Asset being a Total Loss/ Constructive total loss (CTL) following an accident or stolen during the period of insurance and not recovered.

Special conditions applicable to this benefit:

- The finance company/bank whose interest is endorsed on the policy must agree in writing for settlement of claim under this coverage.

What is not covered:

We will not pay the financial shortfall if:

- the Total Loss/CTL and theft claim is not valid and admissible under section 1 of the policy.
- final investigation report in case of theft claim is not submitted to us.
- covered Asset is imported.

TA40 - Auto Secure Asset Policy - Emergency Medical Expenses (UIN: IRDAN108RP0006V01202324/A0012V01202324)

This cover is applicable if it is shown on Your schedule.

What is Covered:

We will pay emergency medical expenses incurred by You for treatment of bodily injury/ies sustained by You or any occupant of the Asset in direct connection with Asset insured or whilst mounting and dismounting from or driving or travelling in the insured Asset and caused by violent, accidental external and visible means and required treatment is taken in a Hospital / Nursing Home. Reasonable Ambulance Charges incurred by You for hiring an Ambulance for shifting You or occupant from the site of accident to the Hospital / Nursing Home is also covered.

What is not Covered:

- Any expenses related to a sickness, disease or medical disorder not directly consequential to accident.
- Any expenses towards psychosomatic disorders of any kind, whether caused or accentuated by accident or otherwise.
- Any physiotherapy treatment.
- Any expense not supported by an original and valid bill / receipt and related prescription of the attending Medical Practitioner / Hospital / Nursing Home.
- Expenses, if the treatment is started after 5 days from the date of Accident
- Not more than sum-insured as mentioned in the schedule during any one year of policy.

- Any expense arising or resulting from or traceable to intentional self injury, suicide or attempted suicide, physical defect or infirmity.
- Any expense arising or resulting from or traceable to an accident happening whilst You are under the influence of intoxicating liquor or drugs.

Subject otherwise to the terms exceptions condition & limitations of the policy

TA41 - Auto Secure Asset Policy - Road Side Assistance (IRDAN108RP0006V01202324/A0013V01202324)

This cover is applicable if it shown on your schedule

Repair and Towing Assistance

Service for Flat Tyre

In the event insured Asset is immobilized due to a flat tyre, you will get the assistance of a vehicle technician to replace the flat tyre with the spare stepney tyre of the Asset at the location of breakdown. In case the spare tyre is not available in the insured Vehicle, the flat tyre will be taken to the nearest flat tyre repair shop for repairs & reattached to the Vehicle. All incidental charges for transporting the tyre to the repair shop and its repair cost shall be borne by you.

Flat Battery - Jump Start Service

In the event insured Asset is immobilized, due to rundown battery, you will get the assistance of a Vehicle technician to jump start the Asset with appropriate means. If the run down battery has to be replaced with a new battery, the cost of such battery replacement and any costs to obtain the battery will be borne by you. All costs involved in charging of the run down battery will also be borne by you.

Repair on the spot

In the event insured Vehicle breaks down due to a minor mechanical / electrical fault making it immobile and immediate repair on the spot is deemed possible, you will get the assistance of a vehicle technician for repairing the breakdown at the location of breakdown. Cost of Material & Spare Parts, if required, to repair the vehicle on the spot and any other incidental conveyance to obtain such material & spare parts will be borne by you.

Locked /Lost keys

If the keys of the insured vehicle are broken, lost or misplaced, and in case you need and request to arrange for another set from your place of residence the same will be arranged after receiving the requisite authorizations from you with regards to the person designated to hand over the same to you provided the distance between the two locations are less than 50 kms. You may be requested to submit an identity proof at the time of delivery of the keys. However if the distance between the two locations (residence & place where the keys are required) are more than 50 kms the keys will be sent by courier. Alternatively In case the keys are lost the vehicle shall be towed to a nearest safe place.

Emergency Towing Assistance

In case of Breakdown:

In the event insured Asset suffers an immobilizing break down due to a mechanical or electrical fault which cannot be repaired on the spot, you will get the assistance in towing the Asset to the nearest garage, using the best available towing mechanism, within a radius of 100 Kms. from the location of the breakdown. In case the towing distance exceeds the mentioned limit, you will be informed of the expected additional costs, which will need to be paid by you to the vendor at vendor's actual rates.

In case of an Accident:

In the event insured Asset suffers an immobilizing break down due to an accident, you will get the assistance in towing the vehicle to the nearest garage, using the appropriate towing mechanism within a radius of 100

Kms. from the location of the breakdown. In case the towing distance exceeds the mentioned limit, you will be informed of the expected additional costs, which will need to be paid by you at the vendor's actual rates.

Towing in case of discharge:

In the event insured Asset is immobilized due to power discharge in battery, you will get assistance in making the arrangement for the vehicle to be towed to the nearest charging station or garage using the appropriate towing mechanism within a radius of 100 Kms. from the location of the breakdown. In case the towing distance exceeds the mentioned limit, you will be informed of the expected additional costs, which will need to be paid by you at the vendor's actual rates.

Breakdown support over phone:

In the event insured Asset is immobilized due to a breakdown you will be assisted over phone and try to resolve the problem then & there.

Facilitate finding closest dealer:

In case of specific request received from the insured about providing the contact details of the nearest dealer the same will be provided to the insured.

Customer conference calling:

For seamless & speedy services a conference call (wherever required) between the insured, the assistance provider and itself will be arranged. You will be kept updated on the progress of intervention.

Concierge Services:

SMS Relays/Emergency Message Service

In the event of breakdown or accident to your insured Asset under our policy your urgent messages will be relayed to a person of your choice.

Continuation / Return Journey (Taxi Support)

In the event the insured Asset is immobilized due to a breakdown, outside the municipal/corporation limits of your home city, and the vehicle cannot be repaired the same day, you will get the assistance for arrangement of alternate mode of transport (Taxi) to continue the journey or return to your home town from the location of the breakdown. In the normal course "C" Class vehicles (as per widely used categorization of the automobile industry) will be arranged on a best effort basis.

However, in case the same is not available owing to geographical or other constraints, you will be provided the next best class of vehicle available. Taxi fare for the journey will be borne by you and shall be paid directly to the vendor and we will pay the amount if opted and shown in the policy schedule.

Hotel Accommodation:

In the event insured Asset is immobilized due to a breakdown which has taken place and cannot be repaired the same day, you will get the assistance in organizing for Hotel accommodation near the location of the event. You will have to bear the cost of stay and you will be informed of the amount to be paid in advance directly to the Hotel and we will pay the amount if opted and shown in the policy schedule.

Ambulance Arrangement:

In the event the insured Asset is immobilized due to a breakdown, outside the Municipal / corporation limits of your home city, and the vehicle cannot be repaired the same day you will get assistance and arrangement for an ambulance, if required. You will have to bear the cost related to this service and will be paid directly to vendor.

Medical Referral:

In case of specific request received from the insured about providing the contact details of the name, address, telephone number of physician, hospitals, clinic, dentist and dental clinics the same shall be provided. However, the quality of medical services of the referred service providers can not be guaranteed.

Important Note: You will not be required to pay for labour cost and roundtrip conveyance costs of the service provider except cost of material/spare parts and conveyance/transportation cost to obtain them, if required, to repair the Vehicle and any other cost specifically mentioned in the above services.

We will make our best effort to provide you various services within 3 hours of reporting. However, if your insured vehicle is immobilized due to breakdown, and is eligible for services, but as a rare chance, you do not get the eligible assistance as mentioned above, you will be reimbursed the costs incurred for towing the insured Vehicle to the nearest garage not exceeding 2000/per event for towing or 250/per event for other services. To qualify for reimbursement, you must have called the toll free number and obtained an authorization, prior to availing external service and must provide necessary documents justifying the event and the actual costs borne.

Geographical territory:

These services are available on National highways, state highways and motorable roads within mainland India.

LIMITATIONS:

- 1) The Services will be provided on a best effort basis, subject to regulations in force locally.
- 2) The services would not be provided under following conditions:
- 3) Acts of God (including exceptional adverse weather conditions), earthquake, fire (not caused by the negligence of either party), war (declared or undeclared), invasion, rebellion, revolt, riot (other than among employees of either party), civil commotion, civil war, acts of terrorism, nuclear fission, strike, act(s) of omission/commission by any concerned, Government(s), or government agencies, judicial or quasi judicial authorities.
- 4) loss of or damage to luggage or other personal effects that might occur during the services performance.
- 5) Vehicles should not be used for the purpose of racing, rallying, motor sports, or in any instance where the Vehicle is not being used /driven in accordance with applicable laws and regulations.
- 6) Not covered events: Any service not covered here, if provided shall be at your own expense..
- 7) Load carried in the vehicle such as boats, motor vehicles, gliders, or animals (horses, cattle...), merchandise, perishable goods, research and scientific equipment, building equipment, furniture, etc. shall not be transported.
- 8) You can avail of these services for maximum of 4 times during the course of the policy period.

Procedure of receiving services:

When requesting Services, you will comply with the following terms and conditions:

Call, without delay, the toll free number / Telephone Number provided here Comply with the solutions recommended Take all reasonable measures to limit and prevent possible consequences of the Breakdown Provide the your / user beneficiary Information.

In order to entitle the relevant Users to the Services, the insured Vehicle must be immobilised within the Covered geographical territory. A vehicle is considered as immobilised as long as it cannot be driven as a result of a breakdown or an accident. However, the state of being out of use for maintenance or repair purposes is not considered as immobilisation.

SECTION IV: General 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.

A) Conditions precedent to contract

1. Premium to be paid for the Policy Period before Policy commencement date as opted by insured in the proposal form.
2. The due observance and fulfilment of the terms conditions and endorsements 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 condition precedent to any liability of the Company to make any payment under this policy.

B) Conditions during the contract

1. Reasonable Care

The Insured shall take all reasonable steps to safeguard the Asset insured from loss or damage and to maintain it in efficient condition. The Company shall have at all times free and full access to examine the vehicle insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured be driven before the necessary repairs are effected, any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

2. Cancellation

- a. The Company may cancel the policy on the grounds of established fraud, by sending seven days' notice by recorded delivery to the insured at insured's last known address and in such case the policy will be cancelled on 'ab-initio' basis with forfeiture of premium and non-consideration of claim, if any
- b. The policy may be cancelled at any time by the insured without assigning any reason provided no claim has arisen during the currency of the policy. The insured shall be entitled to a return of premium on prorated basis for the period the policy has been in force. Where the ownership of the vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced
- c. Insurance under any section of the policy may be cancelled by either the insurer or the insured on following basis
 - i. Double Insurance
 - ii. Vehicle not in use anymore because of Total Loss & Constructive Total Loss
 - iii. In the event the vehicle is sold and/or transferred
- d. The Company may allow a refund of premium under Section 1.2 Public Liability Premium and Section 1.2 Personal Accident cover to Insured for unexpired policy years provided that the policy is cancelled on the grounds of Total Theft/Total Loss/ Constructive total Loss and after surrender of the original Certificate of Insurance for cancellation.
- e. The Insured shall be entitled for refund of premium on prorated basis for remaining full years and running years

3. Contribution

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 loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation, cost or expense.

C) Conditions when a claim arises

I. The insured / claimant will intimate claim to TATA AIG via –

Call Centre:

- Toll Free Number – 18002667780
- Email - general.claims@tataaig.com
- Website – www.tataaig.com

II. Duties and Obligations after Occurrence of an Insured Event

- a) Notice shall be given in writing to the Company immediately upon the occurrence of any accidental 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 or copy thereof shall be forwarded to the Company immediately on receipt by the insured.
- b) 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 occurrence which may give rise to a claim under this policy.
- c) In case of theft or 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.
- d) 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 damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim
- e) The insured shall give all such information and assistance as the Company may require.
- f) At any time after the happening of any event giving rise to a claim under Section I.2 of this Policy the Company may pay to the insured the full amount of the Company's liability under the Section and relinquish the conduct of any defence settlement or proceedings
- g) The Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct.(applicable for commercial usage only)
- h) The Company may at its own option repair reinstate or replace the Asset insured or 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:
 - (i) for total loss / constructive total loss of the Asset - the Insured's Declared Value (IDV) of the Asset (including accessories thereon) as specified in the Schedule less the value of the wreck.

(ii) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the Asset - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

III. Insured or claimant shall furnish immediately loss details, which shall include details of the loss event, location of the loss, location of the damaged Asset, and names and telephone numbers of contact person.

IV. If the claim is for theft, insured should report to the Police as well as insurer within 48 hrs of theft and obtain an FIR or a written acknowledgement from the Police authorities.

Notice of claim must be given by you to us immediately after an actual or potential loss begins or as soon as reasonably possible after actual or potential loss begins.

In case of vehicle theft, a police complaint has to be filed within 48 hrs after the loss. Please keep the following information ready when you call the call centre:

1. Your Contact Numbers
2. Policy Number
3. Name of Insured
4. Date & Time of loss
5. Location of loss
6. Nature of Loss
7. Place & Contact Details of the person at the loss location

Note: The above list is only indicative. You may be asked for additional documents. For more details, please refer to the intimation cum preliminary claim form.

D) Conditions for renewal of the contract

Renewal Notice

The Policy may be renewed with our consent. The benefits under the policy or/and the terms and conditions of the policy, including premium rate may be subject to change.

We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid / received. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

E) Avoidance of Certain Terms and Right of Recovery

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.

F) Special Conditions

1. 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 Asset passes may apply to have this policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for Asset.

Where such legal heir(s) desire(s) to apply for a 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
2. In the event the claim is not settled within the timelines prescribed by IRDAI, the Company shall be liable to pay interest at a rate, which is 2% above the bank rate, from the date of receipt of intimation, till the date of actual payment.
 3. Failure to furnish evidence within the time required shall not invalidate nor reduce any claim if You can satisfy Us that it was not reasonably possible for You to give the proof within such time.

SECTION V - Endorsements (attached to and forming part of Policy)

1. HIRE PURCHASE AGREEMENT

It is hereby understood and agreed that [hereinafter referred to as the Owners (refer Policy Schedule)] are the Owners of the Asset insured and that the Asset insured is subject of an 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 such loss or damage to the Asset insured as cannot be made good by repair and/or replacement of parts and such monies shall be paid to the Owners as long as they are the Owners of the Asset insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner of the Asset granted under this Policy, the insured named in the Policy will continue to be deemed as the owner-driver subject to compliance of provisions of the Policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

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

2. LEASE AGREEMENT

It is hereby understood and agreed that [hereinafter referred to as the Lessors (refer Policy Schedule)] are the Owners of the Asset insured and that the Asset insured is the subject of a Lease Agreement made between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the insured under this Policy in respect of such loss or damage to the Asset insured as cannot be made good by repair and/or replacement of parts and such monies shall be paid to the Lessors as long as they are the owners of the Asset insured and their receipt shall be a full and final discharge to the insurer 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 namely..... (refer Policy Schedule) as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors, 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 insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner of the Asset granted under this Policy, the insured named in the Policy will continue to be deemed as the owner of the Asset subject to compliance of provisions of the Policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

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

3. ASSET SUBJECT TO HYPOTHECATION AGREEMENT

It is hereby declared and agreed that the Asset insured is pledged to /hypothecated with[hereinafter referred to as the “Pledgee” (refer Policy Schedule)] and it is further understood and agreed that the Pledgee is interested in any monies which but for this Endorsement would be payable to the insured under this Policy in respect of such loss or damage to the Asset insured as cannot be made good by repair and/or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the Asset insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner of the Asset granted under this Policy, the insured named in the Policy will continue to be deemed as the owner of the Asset subject to compliance of provisions of the Policy relating to this cover.

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the insured or the insurer 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.

SECTION VI: Grievance Lodgement Stage

Grievance Lodgment Stage

At TATA AIG, we strive to provide the best service to our customers. If you're not satisfied and wish to lodge a complaint, please call our 24/7 toll-free number 1800-266-7780 or 022-66939500 (toll charges apply), or email us at customersupport@tataaig.com. We will investigate and respond within the regulatory turnaround time (TAT).

Escalation Level 1

If you do not receive a response or are not satisfied with the resolution, please contact us at manager.customersupport@tataaig.com.

Escalation Level 2

If you still need assistance, reach out to the Head of Customer Services at head.customerservices@tataaig.com. We will provide our final response within the regulatory TAT.

If you're still not satisfied after this process, you may approach the Insurance Ombudsman of concerned jurisdiction. You can also lodge a grievance on the Bima Bharosa Grievance Redressal Portal: <https://bimabharosa.irdai.gov.in/>.

The name and address of the Insurance Ombudsman of competent jurisdiction are as below:

INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Address and Contact Details	Jurisdiction of Office Union Territory, District
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AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/ 02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 – 2769201/ 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar - 751 009. Tel.: 0674 – 2596461/ 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	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/ 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai -600 018. Tel.: 044-24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-23239633/ 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road,	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

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	Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	
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@cioins.co.in	Andhra Pradesh, Telangana, Yanamand part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484-2358759/2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe- a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA-700 072. Tel.: 033-22124339/ 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
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@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan SevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-26106552/26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane

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NOIDA	Office of the Insurance Ombudsman, BhagwanSahai Palace, 4th Floor, Main Road, Bagpat, Bareilly, Bijnor, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514250/ 2514252/2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts o Uttar Pradesh: Agra, Aligarh, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, 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. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Flr, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune-411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

Grievance Redressal Procedure:

As per Regulation 17 of IRDA of India (Protection of Policy holders Interests) Regulation. 2017.