



WITH YOU ALWAYS

## **AUTO SECURE COMMERCIAL VEHICLE PACKAGE POLICY**

Goods Carrying Vehicle UIN: IRDAN108RPMT0050V03201819

Passenger Carrying Vehicle UIN: IRDAN108RPMT0077V03201819

Miscellaneous & Special Type of Vehicles

UIN: IRDAN108RPMT0078V02201819

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## **POLICY WORDINGS**

### **TATA AIG General Insurance Co. Ltd.**

Registered Office:

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IRDA of India Registration No: 108

CIN: U85110MH2000PLC128425

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WHEREAS the Insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the Insurance hereinafter contained and has paid the premium mentioned in the Schedule as consideration for such Insurance in respect of accidental 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 expressed hereon;

### SECTION I - LOSS OF OR DAMAGE TO THE VEHICLE 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 or 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 and batteries	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. In the case of repair, no depreciation shall be deducted on Non-OEM (Original Equipment Manufacturer)/ Non-OES (Original Equipment Supplier) parts that are used in repairs	

- 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 nor for damage caused by overloading or strain of the insured vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless such insured vehicle is stolen at the same time.
  - b) damage to tyres and tubes unless the vehicle insured 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) 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.

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- 3) 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 but not exceeding Rs. 750/- for three wheeled vehicles, Rs. 1500/- for taxis and Rs. 2500/- for other commercial vehicles in respect of any one accident.
- 4) The Insured may authorise the repair of the vehicle necessitated by loss or damage for which the Company may be liable under this Policy provided that:
- the estimated cost of such repair including replacements, does not exceed Rs. 500/-;
  - the Company is furnished forthwith with a detailed estimate of the cost of repairs; and
  - 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 vehicle will be deemed to be the 'SUM INSURED' for the purpose of this Policy which is fixed at the commencement of each Period of insurance / policy year (where period of insurance exceeds one year), as the case may be, for the insured vehicle.

The IDV of the vehicle (and accessories if any fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the insured vehicle 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 VEHICLE

Age of The Vehicle	% of Depreciation For Fixing IDV
Not exceeding 6 months	5%

Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

IDV of vehicles beyond 5 years of age and of obsolete models of vehicles (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 Period of insurance / policy year (where period of insurance exceeds one year), as the case may be, without any further depreciation for the purpose of Total Loss (TL) / Constructive Total Loss (CTL) claims.

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

### SECTION II - LIABILITY TO THIRD PARTIES

- 1) Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the Insured in the event of an accident caused by or arising out of the use of the 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.

### PROVIDED ALWAYS THAT

- The Company shall not be liable in respect of death, injury damage caused or arising beyond

- the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from.
- b) Except so far as is necessary to meet the requirements of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.
- c) Except so far as is necessary to meet the requirements of the Motor Vehicle Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.
- d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the insured or a member of the insured's household or being conveyed by the insured vehicle.
- e) The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.
- f) Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.
- 2) The Company will pay all costs and expenses incurred with its written consent.
- 3) In terms of and subject to the limitations of the indemnity granted by this section to the insured the Company will indemnify any driver who is driving the insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/ she were 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 as 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) 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.
- 5) 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 they were the insured observe fulfill and be subject to the Terms Exceptions and Conditions of this Policy in so far as they apply.

### SECTION III - TOWING DISABLED VEHICLES

The policy shall be operative whilst the insured vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by Section II of this policy shall subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle;

Provided always that

- a) such towed vehicle is not towed for reward
- b) the Company shall not be liable by reason of this section of this policy in respect of damage to such towed vehicle or property being conveyed thereby.

### SECTION IV - PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

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

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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:

Nature 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

- (1) the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs.15 lakhs during any one period of insurance.
- (2) no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3) 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.
- (4) This cover is subject to
  - a) the owner-driver is the registered owner of the vehicle insured herein;
  - b) the owner-driver is the insured named in this policy.
  - c) the owner-driver holds an effective driving

license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident

- Nominee details are mandatory for this cover. Please provide nominee details in proposal form.

### 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 provisions.

### GENERAL EXCEPTIONS

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

1. Any accidental loss or 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 or damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
  - a) being used otherwise than in accordance with the 'Limitations as to Use' or
  - b) being driven by or is for the purpose of being driven by him/ her in the charge of any person other than a Driver as stated in the Driver's Clause;
4. (a) Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
  - (b) 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

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combustion of nuclear fuel. For the purpose of this exception combustion shall include any self sustaining process of nuclear fission;

5. Any accidental loss or 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 contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss or 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.

### DEDUCTIBLE

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

### 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 Period of Insurance before Policy commencement date as opted by insured in the proposal form.
2. The due observance and fulfillment 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. Duties and Obligations after Occurrence of an Insured Event

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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
- 5) the insured shall give all such information

and assistance as the Company may require.

- 6) At any time after the happening of any event giving rise to a claim under Section II 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
- 7) 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 vehicles only)
- 8) The Company may at its own option repair reinstate or replace the vehicle 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:
  - (a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
  - (b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
  - (c) The Company shall not deduct any amount in lieu of salvage value. Salvage, if any, will be surrendered to the Company and the company shall

collect the salvage from the insured.

### 2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the vehicle insured from loss or damage and to maintain it in efficient condition

### 3. Right to Inspect

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.

### 4. Cancellation

#### I. Cancellation by Insurer

The Company may cancel the policy on the grounds of established fraud, subject to clause III mentioned under this section, by sending seven days notice by recorded delivery to the insured at insured's last known address and in which case the policy will be cancelled 'ab-initio' with forfeiture of premium and non-consideration of claim, if any.

#### II. Cancellation by Insured

The policy may be cancelled at any time by the insured without assigning any reason provided no claim has arisen during the period of insurance. , The insured shall be entitled to a refund of proportionate premium for the unexpired period in the running year and full refund of premium for remaining full policy years (where period of insurance exceeds one year) subject to submission of proof that vehicle is insured elsewhere at least for Liability Only cover and original certificate of insurance.

**III.** Liability to Third party section of the policy may be cancelled either by the Company or the Insured only on the following grounds :

- a. Double Insurance
- b. Vehicle not in use anymore because of Total Loss or Constructive Total Loss on submission of original cancelled Registration Certificate or on providing evidence that the vehicle is insured elsewhere, at least for Liability Only cover on submission of original proof of such insurance. The Company will refund proportionate premium for unexpired period of insurance.

Double Insurance:

When the insured vehicle is covered under another policy with identical cover, then the policy commencing later may be cancelled by the insured subject to the following.

If a vehicle is insured at any time with two different offices of the same insurer, 100% refund of premium of one policy shall be allowed by cancelling the later of the two policies. However, if the two policies are issued by two different insurers, the policy commencing later shall be cancelled by the insurer concerned and pro-rata refund of premium thereon shall be allowed.

If however, due to requirements of Banks/ Financial Institutions, intimated to the insurer in writing, the earlier dated policy is required to be cancelled, then refund of premium will be allowed after retaining premium on pro-rate basis for the period the policy was in force prior to cancellation.

In either case, no refund of premium shall be allowed for such cancellation if any claim has arisen on either of the policies during the period when both the policies were in operation, but prior to cancellation of one of the policies.

### **5. 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 ratable proportion of any compensation cost or expense.

### **6. Change of Vehicle**

Vehicle insured under the policy can be substituted by another private car for the balance period of the policy subject to adjustment of premium, if any, on pro-rata basis from the date of substitution on submission of fresh proposal form. Where the vehicle so substituted is not a total loss, evidence in support of continuation of at least Third Party insurance on the substituted vehicle shall be submitted before such substitution.

### **7. Transfer of Insurance**

On transfer of ownership the Liability Only cover shall be deemed to be transferred in favour of the person to whom the motor vehicle is transferred with effect from the date of transfer. The transferee shall apply within fourteen days from the date of transfer in writing for necessary changes in our record and issuance of fresh certificate of insurance/ endorsement..

Transfer of "Own Damage" section of the policy in favour of the transferee, shall be made on receipt of a specific request from the transferee within 14 days from the date of transfer along with, acceptable evidence of sale, original old certificate of insurance for effecting transfer in the record and issuance of fresh Certificate of Insurance/ endorsement in the name of the transferee effective from the date of transfer. If request for transfer is made after 14 days from the date of transfer then transfer will be effective from the date request is received by us and payment of differential premium, if any. If the transferee is not entitled to the benefit of the No Claim Bonus (NCB) shown on the



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policy, or is entitled to a lesser percentage of NCB than that existing in the policy, recovery of the difference between the transferee's entitlement, if any, and that shown on policy shall be made before effecting the transfer.

### 8. No Claim Bonus

Insured is entitled to No Claim Bonus (NCB) at the renewal of the policy. No Claim Bonus (NCB) shall be allowed if no own damage claim is made or pending during the preceding full years of insurance as per the following table subject to terms and conditions mentioned below.

ALL TYPES OF VEHICLES	% OF DISCOUNT ON OWN DAMAGE PREMIUM
No claim made or pending during the preceding full year of insurance	20%
No claim made or pending during the preceding 2 consecutive years of insurance	25%
No claim made or pending during the preceding 3 consecutive years of insurance	35%
No claim made or pending during the preceding 4 consecutive years of insurance	45%
No claim made or pending during the preceding 5 consecutive years of insurance	50%

1. The entitlement of NCB shall follow the fortune of the original insured and not the vehicle or the policy. In the event of transfer of interest in the policy from one insured to another, the entitlement of NCB for the transferee will be as per transferee's eligibility for Private Car policy following the transfer of interest.
2. Where the insured is an individual, and on his/ her death the custody and use of the vehicle pass to his/her spouse and/or children and/or parents, the NCB entitlement of the original insured will pass on to such person/s to whom the custody and use of

the vehicle passes.

3. The percentage of NCB earned on a vehicle owned by an institution during the period when it was allotted to and exclusively operated by an employee shall be passed on to the employee if the ownership of the vehicle is transferred in the name of the employee. This will however require submission of a suitable letter from the employer confirming that prior to transfer of ownership of the vehicle to the employee, it was allotted to and exclusively operated by the employee during the period in which the NCB was earned.
4. In the event of the insured, transferring his insurance from one insurer to another insurer, the transferee insurer shall allow the same rate of NCB which the insured would have received from the previous insurer subject to submission of evidence of the insured's NCB entitlement either in the form of a renewal notice or a letter confirming the NCB entitlement from the previous insurer.
5. Where the insured is unable to produce such evidence of NCB entitlement from the previous insurer, the claimed NCB may be permitted after obtaining from the insured a declaration as per the following wording:  
  
"I / We declare that the rate of NCB claimed by me/ us is correct and that no claim has arisen in the expiring period of insurance (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."
6. If an insured vehicle is sold and not replaced immediately, NCB, if any, may be granted only on a subsequent insurance and not any subsisting insurance, provided such fresh insurance is effected within 3 (three) years from the date of sale of insured vehicle. The rate of NCB applicable to the fresh policy shall be that earned at the expiry of the last 12 months period of insurance.
7. On production of evidence of having earned NCB abroad, an insured shall be granted NCB on a new policy taken out in India as per entitlement earned abroad, provided the policy is taken out in

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India within three years of expiry of the overseas insurance policy, subject to relevant provisions of NCB mentioned herein. NCB slab will be allowed as per table above corresponding to the claim free years as certified by insurer abroad.

8. Except as provided in Rule 6 and 7, no NCB will be allowed when a policy is not renewed within 90 days of its expiry.
9. Except as provided in Rules (6), (7) and (8) above, NCB shall be allowed only when the vehicle has been insured continuously for a period of 12 months without any break.

### C) Conditions when a claim arises

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

- I. Call Centre:
  - Toll Free Number – 18002667780
  - Email - general.claims@tataaig.com
  - Website – www.tataaig.com
- II. Insured or claimant shall furnish immediate loss details, which shall include details of the loss event, location of the loss, location of the damaged vehicle, and names and telephone numbers of contact personnel
- III. If the claim is for theft, insured should report to the Police as well as insurer within 48 hrs from 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 immediately 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) 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 Motor Vehicle passes may apply to have this policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for 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 30 days, the Company shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the Insured/claimant by Company 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.

### **RULES APPLICABLE TO TANKERS CARRYING HAZARDOUS CHEMICALS**

**Rule 129** - A- Spark arrester six month from the date of commencement of Central Motor Vehicles (Amendment) Rules 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life, shall be fitted with a spark arrester.

**Rule 131** - Responsibility of the consignor for safe transport of dangerous or hazardous goods.

- (1) It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely:-
  - a) the goods carriage has a valid registration to carry the said goods;
  - b) the vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;
  - c) that transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and
  - d) that the driver of the goods carriage is trained in handling the dangers posed during transport of such goods.
- (2) Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable owner and its driver to
  - a) Comply with the requirements of rules 129 to 137 (both inclusive) of these rules and
  - b) be aware of the risks created by such goods to health or safety or any person;
- (3) It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive) of these rules.

### **Rule 132 - Responsibility of the Transporter or owner of goods carriage.**

- (1) It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods ensure the following, namely:-
  - a) that the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods and
  - b) the vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.
- (2) Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.
- (3) The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- (4) The owner of the goods carriage dangerous or hazardous goods and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.

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(5) it shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.

(6) Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods carriage or the transporter abide by these conditions within six month after the date of coming into force of the Central Motor Vehicles (Amendment) Rules,1993.

### Sub-rule (1) of rule 9 of the principal rules:

(1) One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993 any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving license to drive a transport vehicle also have the ability to read and write at least one Indian Language out of those specified in the VII schedule of the Constitution and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods.

**Period of training**                      **3 days**

**Place of training**                      **At any institute recognized by the State Government**

### Syllabus

#### (A) Defensive driving

Questionnaire

Duration of training for A & B - 1st and 2nd day.

Cause of accidents

Accidents statistics

Driver's personal fitness

Car condition

Breaking distance

Highway driving

Road/Pedestrian

crossing Railway

crossing Adapting to

weather Head on

collision

Rear end

collision Night

driving

Films and discussion

#### (B) Advanced driving skills and training

##### (I) Discussion

Before starting                      -                      check list

-                      outside/below/near vehicle

-                      product side

-                      inside vehicle

During driving                      -                      correct speed/gear

-                      signaling

-                      lane control

-                      overtaking/giving side

-                      speed limit/safe distance

-                      driving on slopes

Before Stopping                      -                      safe stopping place,

-                      signaling, road width,

-                      condition.

After stopping                      -                      preventing vehicle movement

-                      wheel locks

-                      Vehicle attendance

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Night driving

**(ii) Field test/training - 1 driver at a time.**

**(C) Product safety**

- UN panel - UN classification
- Duration of training
- Hazchem code for C)-3rd day
- Toxicity, Flammability, other definitions.
- Product Information - TREMCARDS
- CISMSDS
- importance of temperature pressure, level.
- Explosive limits
- Knowledge about equipment
- Emergency procedure - Communication
- Spillage handling
- Use of FEE
- Fire fighting
- First aid
- Toxic release control
- protection of wells, rivers, lakes, etc.
- Use of protective equipment
- knowledge about valves etc.

### Definitions:

The terms defined below and at other junctures in the Policy Wording have the meanings ascribed to them wherever they appear in this Policy and where appropriate, references to the singular include references to the plural; references to the male includes other genders and references to any statutory enactment includes subsequent changes to the same.

1. We, Us, Our, Ourselves means the TATA AIG General Insurance Co. Ltd.
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. Constructive Total Loss - A vehicle will be considered to be a Constructive Total Loss (CTL), where the aggregate cost of retrieval and/or repair of the vehicle subject to terms and conditions of the policy exceed 75% of the Sum Insured.
4. Authorized workshop/garage/service station - A motor vehicle repair workshop/garage/service station authorized by us.
5. Break-in - means to enter someone's vehicle illegally by actual force or violence of which there shall be visible marks made at the place of such entry by electricity or chemicals as well as by tools or explosives, usually with the intent to steal or commit a violent act.
6. Lost or stolen means having been inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation.
7. Period of insurance - The period of time stated in the schedule for which the policy is valid and operative.
8. Policy Year means a period of twelve consecutive months beginning from the date of commencement of the Period of insurance and ending on the last day of such twelve-month period. For the purpose of subsequent years, Policy Year shall mean a period of twelve months commencing from the end of the previous Policy Year and lapsing on the

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last day of such twelve month period or the Policy Expiry date whichever is earlier

9. Salvage – The damaged property or asset for which claim has been paid under the policy.

### Grievance Lodgement Stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780 or 022-66939500 (tolled)

Email us at [customersupport@tataaig.com](mailto:customersupport@tataaig.com)

**Write to us at:** Customer Support, TATA AIG General Insurance Company Limited

Peninsula Business Park, Tower A, 15th Floor, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013, Maharashtra, India.

Visit the Servicing Branch mentioned in the policy document

### Nodal Officer

Please visit our website at [www.tataaig.com](http://www.tataaig.com) to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

### Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager. [customersupport@tataaig.com](mailto:customersupport@tataaig.com). After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

### Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at [head.customerservices@tataaig.com](mailto:head.customerservices@tataaig.com). After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

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### INSURANCE OMBUDSMAN CENTRES

SN	Office of the Ombudsman	Address & Contact	Jurisdiction of Office Union Territory, District
1	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.
2	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
3	Bhopal	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh
4	Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
5	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 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Jammu & Kashmir, Chandigarh
6	Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of Pondicherry).
7	New Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
8	Guwahati	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
9	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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanamand part of Territory of Pondicherry.

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SN	Office of the Ombudsman	Address & Contact	Jurisdiction of Office Union Territory, District
10	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
11	Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe- a part of Pondicherry
12	Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
13	Lucknow	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 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
14	Mumbai	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane)
15	Noida	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Budaun, Bulandshehar, Etah, Kanoorj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur



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SN	Office of the Ombudsman	Address & Contact	Jurisdiction of Office Union Territory, District
16	Patna	Office of the Insurance Ombudsman, 2nd Floor, North wing, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
17	Pune	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 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 Chapter 7 of IRDAI (protection of Policyholder's Interests, Operations and Allied Matters of Insurers) Regulations, 2024