



WITH YOU ALWAYS

## **Auto Secure Private Car Extended Warranty Insurance Policy**

**UIN: IRDAN108RP0020V01202223**

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### **POLICY WORDINGS**

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

Registered Office:

Peninsula Business Park, Tower A, 15th Floor,  
G. K. Marg, Lower Parel, Mumbai- 400013,

24x7 Toll Free No: 1800 266 7780 & 022-66939500

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

Website: [www.tataaig.com](http://www.tataaig.com)

IRDA of India Registration No: 108

CIN: U85110MH2000PLC128425

UIN: IRDAN108RP0020V01202223

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Tata AIG General Insurance Company Limited (We, Our or Us) 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, Ourselves** 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. **Breakdown** means the mechanical and or electrical failure of a physical object that causes it to not function in its intended manner
5. **Insured Event** – Insured Event in relation to the Insured Vehicle, shall mean failure of a part or parts, as covered under the Policy of the Insured Vehicle due to mechanical, electronic or electrical Breakdown occurring during the Period of Insurance, under Normal Operating Condition of the Insured Vehicle.
6. **Manufacturer's warranty / guarantee** means the original warranty/guarantee given by the respective Manufacturer in respect of a Vehicle.
7. **Manufacturer's warranty / guarantee Period** means the uninterrupted period or kilometers of the Manufacturer's warranty / guarantee cover as stated on the original official Manufacturer's warranty / guarantee certificate or publication.
8. **Normal Operating Condition** means ability of the Product to perform its specified function subject to the acceptable level of change in performance due to ageing or climatic conditions. The acceptable level of change for this purpose will be as per the respective Manufacturer's specifications.
9. **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 or the completion of the kilometers as specified in the Schedule whichever is earlier.

10. **Sum Insured** means the amount stated in the Schedule, which is (same as expressly stated to the contrary) maximum amount of cover available
11. **Time Excess** means the period of time that has to elapse post the commencement of Period of Insurance after which the coverage under the Policy will become effective in respect of the Insured Vehicle.

## SECTION I: SCOPE OF COVERAGE

The Company will indemnify the Insured during the Policy Period against the repair or replacement costs in respect of the Insured Vehicle and/or parts specified in schedule caused by a Breakdown or failure of a mechanical, electronic or electrical part arising out of manufacturing defect and/or due to poor workmanship at the time of manufacture. The liability of the Company in respect of any Insured Vehicle in any one Policy Period shall not individually or in the aggregate exceed the Sum Insured as stated in the Schedule subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed.

## SECTION II: EXCLUSIONS

The company shall not be liable under this policy for:

1. Any claim occurring beyond the expiry date or the completion of the kilometers as specified in the Schedule whichever is earlier.
2. Failure of the Insured to:
  - a. observe usage guidance stipulated by the Manufacturer including neglect of the periodic maintenance as specified by manufacturer in the owner's manual and/or service booklet
  - b. Carry out service and/or maintenance at an authorized dealer/service center of the manufacturer.
3. Any repairs/replacement on account of mechanical, electronic or electrical failure existing before the commencement of Period of Insurance and was made good or repaired/replaced by the Manufacturer and the current event is evident to be arisen due to the said event irrespective of when the failure actually occurred.
4. Deductible amount as mentioned in the Schedule.

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5. Any claim arising within Time Excess as specified in the schedule.
6. Any inherent normal deterioration of the vehicle or any of its parts arising from:
  - a. the actual use of the vehicle or any damage due to negligent or improper operation or storage of the Vehicle
  - b. by environmental pollution.
7. Inconsequential aspects such as noises, vibrations, oil seepage and sensations that do not lead to dismal product function or performance of the Insured Vehicle.
8. Any claim arising from this extended warranty shall be recognized only if it is notified in writing to us without any delay soon after such defects as covered & ascertained under this warranty.
9. Normal maintenance services like oils & fluid changes, head lamps focusing, fastener retightening, center hub cap/wheel cover, wheel balancing and alignment, tyre rotation, adjustment of valve clearance, ignition timing and consumables like bulbs, air and gas leaks in case of air-conditioned Vehicle.
10. Any damage that results from use of non-genuine parts, non-genuine oils, non-genuine coolants or accessories or other than those recommended by the manufacturer.
11. All the cost will be excluded for Aesthetic parts including sheet metal parts/ external paintable surface, trims and upholstery requiring replacements /repairs due to wear and tear, depreciation, moth vermin, process of cleaning, restoring or renovating of scratches, effect of light, sun or any atmospheric conditions, bird droppings.
12. Any accessories, attachments or modification not authorized by the manufacturer as original accessories, attachment or manufacturer approved modification and changes.
13. Any failure to `or due to unauthorized repairs, improper handling (including but not limited to storage, dismantling, fitting, repair, alteration, modification), inaccurate diagnosis and/or repair, use of spurious parts, parts of incorrect specification and/or parts of faulty manufacture or alterations or modifications (including fitment of any performance accessory/s) to the Insured Vehicle not permitted by the Manufacturer or authorized workshop.
14. Any kind of damage to a covered part on account of any faulty part or faulty installation or connections or fitting of external LPG/CNG unit other than a unit supplied, fitted or endorsed by the Manufacturer in the Insured Vehicle.
15. Any claims for repair/replacement of parts covered under the standard Manufacturer's Warranty policy or under any other extended Warranty program including Parts wherein long-term guarantee is provided by the Manufacturer itself.
16. Break down due to continued use of the Insured vehicle in spite of knowing that the defect exists, will make warranty void.
17. Loss or damage arising out of accident or a collision caused by external impact or Breakdown of insured vehicle due to:
  - a. acts of terrorism, war and allied perils, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, Strike, riot, civil commotion
  - b. theft, illegal and malicious activities, vandalism, hard driving, race, rally, competitions, motor sports, pace-making, speed testing or reliability trials, transportation of goods
  - c. Act of God perils, fire or explosion
  - d. cyber risks (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - e. Frost, water, freezing liquids, rust, corrosion, sludge or silt or other foreign or waste matter
  - f. Any willful act, neglect or negligence of Policyholder.
18. Any loss or damage if the vehicle is used as a hired taxi or is being driven by any person not holding a license to drive the insured vehicle.
19. This warranty shall not apply to any
  - a. legal liability, death or injury to occupants, third party and
  - b. damage to personal property and third-party property damages.
20. Fraudulent act committed by the vehicle owner or

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- driver or the dealer.
21. Any loss or damage arising due to poor workmanship other than at the time of manufacturing.
  22. Cost of Goodwill compensation and costs incurred in the recall campaigns of the manufacturer or Parts which are either recalled by the Manufacturer or identified as having faulty design defects by the Manufacturer itself.
  23. Mechanical and electrical Breakdown caused by Overloading, strain, overturning, freezing, excessive pressure, overheating or short-circuiting.
  24. Parts subjected to normal wear and tear, ageing, corrosion, including spark plugs, glow plugs, axle/drive shaft boots, shock absorbers, wheel bearings, horns, front struts, suspension ball joints/tie rod, tie rod end, drain plug with seal, pollen filter, lock cylinder lubricant, fuel filter, oil filters, rubber seals, brake pads, brake linings, brake disc, clutch plates, pressure plates, fly wheels/fly wheel ring, friction discs, SLI (starting, lighting and ignition) battery, tyres and tubes, any rubber and plastic accessories, all type of cables including clutch and accelerator, bulbs, fuses, belts, all type of hoses, oil seals, glasses, lenses, all mountings, oxygen sensors, drive chains, air cleaner elements, motor brushes and bushes, step rubbers, rubber tubes, belts, filters, wiper blades and other items as specified in the exclusions in the Manufacturer's warranty.
  25. All consumables including engine oils, gear oil, brake oil, power steering oil, coolant, AC gas oil, AC gas, grease, SLI (starting, lighting and ignition) battery electrolyte, windshield washer fluid, radiator coolant other than when required to be changed/replaced consequent to repair /replacement of a part falling under a warranty claim.
  26. Parts like Radio, Music player, Player changer, antennas and all parts of the sound system as well as entertainment electronics, navigation system, telephone and free speech mechanism, audio and video systems, Smartphone linkage display Audio (SLDA) unit and all other electric comfort systems.
  27. Damage to engine parts and fuel injection as a result of use of poor quality /contaminated/ improper fuel, coolant or lubricant oil to the fuel systems including fuel pump, injector, nozzles, water pump, turbocharge and other parts as well.
  28. Damage to engine, transmission assembly, turbocharger, differential assembly or their internal parts due to hydrostatic lock or oil starvation.
  29. Perforation of sheet metal parts and rusting of catalytic converter and silencer.
  30. Body or paintwork including any loss due to accidental damages as well as paint related manufacturing defects, also repairs to damage caused by scratching or denting or from the direct application of a tool to interior or exterior paint work or casing or any other part
  31. Any kind of tampering/interferences made to the speedometer/odometer, or a change to the corresponding mileage will make this Policy void.
  32. The fact that the warranty requiring damage is not reported before the repair and the motor vehicle is not made available for the investigation, necessary information to assess the damage is not provided and instructions to minimize the repair expenses are not followed
  33. The Company shall not be liable to pay the cost of dismantling and repairing the vehicle, labour or any other work under the instructions of the insured, if the claim is not valid.
  34. Repair or replacement of any part arising due to the failure to comply with the emission standards as specified in sub rule (2) of Rule no 115 of the Central Motor Vehicle Rules, 1989.
  35. All the cost will be excluded for:
    - I. Any loss directly or indirectly caused by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from nuclear weapon materials or from the combustion of nuclear fuel for the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission;
    - II. Repairs to any parts not opted for by the insured as mentioned in the Schedule (applicable only in case specific parts are opted for coverage);
    - III. Total replacement of Insured Vehicle in case the replacement of parts is no longer manufactured or repair is not possible which is confirmed by the authorized workshop;
    - IV. Rectification of blockages and/or damages caused due to any foreign body;
    - V. Any Insured Vehicle, on which engine number or chassis number is deleted, defaced or altered;
    - VI. Failure of the Product to perform as designed

which is not directly attributable to mechanical, electronic or electrical Breakdown of the Insured Vehicle;

VII. All kinds of diagnostic costs, unless accepted as a part of an authorized claim;

VIII. Compensation for loss of use or any consequential loss whatsoever;

IX. Sulphation to any electrical component

36. Loss or damage while charging the vehicle, arising out of improper or abnormal electrical supply or resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current.

## SECTION III: PART SPECIFIC TERMS & CONDITIONS

These coverages, conditions and exclusions are applicable in addition to the Exclusions and General Conditions.

### 1. Engine

All internal components are covered including cylinder head and head gasket, oil pump and drive, crankshaft and related seals, flywheel and ring gear, timing gears, belts and chains, camshaft and related seals, cam follower, valves (excluding burnt and pitted valves) valve gear, pistons, connecting rod, gudgeon pin, inlet and exhaust manifolds, internal oil seals, bore/liner, turbocharger, inter cooler units where factory fitted. Failures due to starvation of lubrication are excluded. Auxiliary belts are excluded.

### 2. Gearbox

**Manual gearbox:** All internal components are covered including gears, shafts, synchromesh hubs & rings, selectors, transfer gears.

**Automatic gearbox:** All internal components are covered including shafts, gears, brake bands, oil pump bushes, valve, drive plate, transfer gears.

Failures due to starvation of lubrication and gaskets are excluded

### 3. Differential

All internal drive unit components, including crown wheel & pinion, differential units, gears, constant velocity joints are covered but wear and tear of boots are not covered.

Failures due to starvation of lubrication are excluded

### 4. Suspension

Any damage, not including wear and tear, to the displacer unit, self-leveling suspension unit, regulator valve is covered. Upper and lower wishbones and arms, wheel bearings, shock absorbers, strut assembly, springs, ball and swivel joints are excluded.

### 5. Safety System

Any damage not including wear and tear, to the electronic sensors and the pyrotechnic propulsion unit as well as the airbag and belt tensioners control unit are covered.

### 6. Braking system

Any damage, not including wear and tear, to the Master cylinder, brake servo unit, brake booster, vacuum pump, hand break lever and ratchet, ABS pump, restrictor valve, controller and hydraulics of anti-lock braking system, proportioning valve in normal hydraulic braking system, hydraulic modulator in ABS systems, Wheel Speed sensors are covered. Wheel cylinder, brake drums and brake discs, brake shoes & liners and brake pads are excluded.

### 7. Driving dynamics system

Controllers and sensors for electronic and electromechanical driving dynamics systems, without wirings and attached pneumatic and/or hydraulic units are covered.

### 8. Clutch

Master and slave cylinder, torque converter is covered. Damage due to wear and tear is excluded. Clutch plate, pressure plate and release bearings are not covered.

### 9. Transmission and Transfer case

All parts are covered except frictional plates. Failure due to worn or burn out clutches and bands are not covered.

### 10. Cooling System

Radiator, water pump, thermostat and engine oil cooler are covered but failure due to external damage or corrosion and overheating is not covered.

### 11. Steering System

Rack and pinion, steering box, column, shaft bearings, couplings, power steering pump, pressure



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pipes and reservoir are covered. Applicable for Electronic Power steering and Hydraulic Power Steering.

## 12. Propeller Shaft

Shaft, Universal joints, Centre bearings are covered.

## 13. Power Supply & electrical system

Starter motor & solenoid switch, alternator, rectifier, distributor, regulator, ignition coil, cooling fan motor, power window motors, combination switch, ignition switch, relay, thermostat switch, speedometer, oil pressure switch, temperature gauge, fuel gauge, horns are covered.

## 14. Final drive & front wheel drive

All parts covered other than differential and Crown wheel and sagging of axle tubes and drive shafts due to abuse and overloading. Wheel bearings are excluded.

## 15. Fuel System

Fuel injection pump, injectors, chock unit, ECU, Cold start valve, pressure damper auxiliary valve, overrun cut off valve, deceleration valve, tank sending unit, glow plug, fast idle control device are covered. Coverage of all Fuel system components other than overhauling of fuel injection pump and injectors due to contaminated fuel.

## 16. Air conditioning

Covers all HVAC components excluding external accidental damage to AC condenser & compressor

## 17. Casings

Should failure of any of the components covered result in damage to the casings, then they will also be covered and will constitute part of the maximum claim liability.

## 18. Exhaust and Intake System

Covered components are Turbocharger, EGR valve, EGR Actuation system, Air intake throttle, air temperature sensor, air mass flow meter, oil separator and PVC valve, excluding malfunction of catalytic converter due to failure of intercooler.

## 19. Evaporative Emission Control

Canister purge valve, fuel tank cap and relief valve are covered.

## SECTION IV: GENERAL CONDITION

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

The entire premium to be paid for the Policy Period before Policy issuance, with an option of policy tenure.

### B. Conditions during the contract

#### 1. Due Observance

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.

#### 2. Reasonable Care

The Insured shall: a) take all reasonable steps to safeguard the Insured Vehicle against any Insured Event b) take all reasonable steps to prevent a claim from arising under this Policy.

#### 3. Cancellation

- a. This Policy may be cancelled at any time by giving at least 15 days written notice to the Insured by the Company on grounds of mis-representation, fraud, non-cooperation and non-disclosure of material facts. In the above-mentioned cases, the Policy shall stand cancelled ab-initio and there will be no refund of premium.
- b. This Policy may be cancelled by the Insured at any time by giving at least 15 days written notice to the Company. The Company will refund premium on a pro-rata basis by reference to the time cover provided, subject to a minimum retention of premium of 25%, provided the policy cover is valid.
- c. If the Policy is cancelled prior to commencement of the Policy Period, we will retain minimum premium of Rs.500 towards administrative costs.
- d. No refund of premium shall be due on cancellation if a claim has been made under this Policy.

## 4. In case of double Insurance,

When two policies are in existence on the same vehicle with identical cover, one of the policies may be cancelled. Where one of the policies commences at a date later than the other policy, the policy commencing later is to be cancelled by the insurer concerned.

If a vehicle is insured at any time with two different offices of the same insurer, 100% refund of premium of one policy may 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 is to be cancelled by the insurer concerned and pro-rata refund of premium thereon is to be allowed.

In all such eventualities, the minimum specific premium is to be retained.

In either case, no refund of premium can 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. Governing Law

This Policy shall be governed by, and construed in accordance with, the laws of India applicable to agreements made and to be performed entirely therein.

## 6. Territorial Limits

This Policy applies only to Vehicles manufactured in India and/or legally imported in India.

## 7. Transfer of Ownership

This Policy will continue to be in effect in case of transfer of the Insured Vehicle by the Insured for the balance Policy Period and Sum Insured. However, such transfer must be intimated to the Company within 30 days of such transfer, in writing.

## 8. Substitution

This Policy does not permit any substitution of vehicle. Customer cannot substitute any other vehicle owned in place of Insured Vehicle in extended warranty Policy.

## 9. Right to Inspect

If required by the Company, its representatives and appointees, including a loss assessor or a surveyor appointed in its behalf, shall in case of any loss or

any circumstances that have given rise to a claim under the Policy, be permitted at all reasonable times to examine into the circumstances and causes of such loss. You will assist the Company in all possible ways to ascertain the liability of the Company under the Policy. The Company shall provide the Insured with a copy of the inspecting Official's report, which shall however be treated as strictly confidential both by the Insured and the Company.

## 10. Contribution

If, at the time of any claim, there is, or but for the existence of this Policy, would be any other Policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.

## 11. Subrogation

The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

## 12. Salvage

All salvage and recoveries resulting from claims on covered Products will be the property of TATA AIG General Insurance Company Limited.

## 13. Policy Disputes

It has been agreed between the parties that any disputes concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance

with Indian Laws and only competent Indian courts shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such competent Court.

## 14. Arbitration Clause

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If any dispute or difference shall arise as to the quantum to be paid under this Policy (Liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be approved in writing by the parties to the disputes/difference, or if they cannot agree upon a single arbitration within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referred to arbitration, as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

## 15. 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.

## 16. Notices

All notices and other communications provided for in this Policy shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) sent by prepaid courier, with a record of receipt, or (iii) mailed by registered or certified mail, return receipt requested,

at the respective address set forth hereinafter. Each notice or communication shall be deemed to be effective when given, unless otherwise specified herein.

Details for service of notice:

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

E-mail: customersupport@tataaig.com

## SECTION V: CLAIM PROCEDURE

Conditions arising during claim:

### i. Claim Intimation

- In the event of a claim arising out of an Insured Event covered under this Policy, the Insured shall transport the Insured Vehicle to any location, authorized by the Company, for its inspection and repair at the earliest. The event shall be intimated, in writing, to the Company immediately of its occurrence. The Insured then shall arrange for the following at the direction of the Company:
  - (i) Tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder including but not restricted to service booklets, owner's manual etc.
  - (ii) Submit duly signed completed claim form.
  - (iii) Copy of Motor Extended Warranty Insurance Policy
  - (iv) Manufacturer's warranty certificate wherever required.
  - (v) Original documents, indicating the purchase/invoice price of the Insured Vehicle or the documents of transfer of ownership in case, the Vehicle is a second-hand purchase, including but not limited to the registration certificate for the Insured Vehicle.
  - (vi) No objection certificate (NOC) from finance company, if hypothecated, in case of total loss cases
  - (vii) Copy of all the maintenance/service invoices/records of the Insured Vehicle, prior to the Insured Event.
  - (viii) All documentary evidence pertaining to transfer of ownership of the Insured Vehicle.
  - (ix) Any other document as may be appropriately applicable against the warranty claim registered.



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## ii. Duties and Obligations after Occurrence of an Insured Event

Same as more specifically provided for elsewhere in the Policy, it is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy:

- a. the Insured shall immediately give written notice of the same to the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
- b. the Insured shall not abandon the Insured Vehicle nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its representatives and appointees, and
- c. the Insured shall within 7 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and
- d. the Insured shall expeditiously provide the Company and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- e. the Insured shall allow the Company and its representatives and appointees to inspect the Insured Vehicle or any other material items, as per the 'Right to Inspect' Clause.

## iii. Basis of claim settlement

In the event of a claim, the basis of claim settlement shall be as follows:

- a. Where the defective component of the Insured Vehicle can reasonably be repaired or reinstated at a cost less than the replacement cost, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the Insured Vehicle to its state immediately prior to the happening of the Insured Event. No Depreciation shall be deducted.
- b. The Company's liability for any one repair shall be limited to the Sum Insured of the

Vehicle. This will be subject to the Deductible as applicable.

- c. The sum of all the claims incurred during the Policy Period for any Insured Vehicle shall not exceed the Sum Insured of the vehicle. This will be subject to the Deductible for each and every claim.
- d. This Policy is subject to Time Excess from inception of Policy as specified in the Schedule.
- e. Deductible: as mentioned in the Schedule.
- f. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the Sum Insured of the Vehicle. Sum Insured set against the Insured Vehicle is mentioned in the Schedule.
- g. The Company shall be entitled to retain any defective part replaced under the Policy.
- h. The amount payable in case of total as well as a partial loss shall be in excess of the applicable Deductible.
- i. The Company shall not be liable for any claims arising during the Policy Period, which is covered under the terms and conditions of any warranty, as specified in Schedule to the Policy or which may be subsisting on the Insured Vehicle during the Policy Period, irrespective of whether it is stated on the Schedule of this Policy. The Company shall not be liable for any Deductible, franchise, or co-payment nor will it be liable for any claim not payable under such warranty.
- j. 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.
- k. In the event the claim is not settled within 30 days as stipulated above, 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.

## SECTION VI: ROADSIDE ASSISTANCE

### Repair and Towing Assistance

### Service for Flat Tyre

In the event insured Vehicle 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 Vehicle 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 & re-attached 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 Vehicle is immobilized, due to rundown battery, you will get the assistance of a Vehicle technician to jump start the Vehicle 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.

### **Spare Key Retrieval / Service for Keys Locked Inside**

If the keys of the insured vehicle are locked inside the vehicle, lost, or misplaced, and in case you need and request to arrange for another set from your place of residence or office by courier to the location of the vehicle, the same will be arranged after receiving the requisite authorizations from you with regards to the person designated to hand over the same. You may be requested to submit an identity proof at the time of delivery of the keys. Alternatively, at your request, you will be assisted by a car technician to attempt to open the car with normally available tools at the location of the event. Identity proof for matching with car ownership information on record will be required prior to attempting this service.

### **Fuel Support (Emergency Fuel Delivery)**

In the event insured Vehicle runs out of fuel and hence is immobilized, you will get the assistance of emergency fuel (up to 5 liters on a chargeable basis) at the location of Breakdown.

### **Emergency Towing Assistance**

#### **In case of Break-down:**

In the event insured Vehicle 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 vehicle to the nearest garage, using the best available towing mechanism, within a radius of 25 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 Vehicle 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 25 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.

#### **Concierge Services:**

#### **SMS Relays/Emergency Message Service**

In the event of Breakdown or accident to your insured vehicle 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 vehicle 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.

#### **Hotel Accommodation**

In the event insured vehicle 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

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and you will be informed of the amount to be paid in advance directly to the Hotel.

## Pick up of repaired vehicle

In the event insured Vehicle suffers an immobilizing Breakdown/accident which is outside the limits of your home city, and the vehicle is towed to the nearest garage which determines that the vehicle cannot be repaired the same day, you will get the assistance to pick the vehicle from the location of incident and transport it to the desired location by providing driver facility service after the vehicle is fully repaired. The cost of driver shall be borne by you.

Important Note: You will not be required to pay for labor cost and round-trip 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.

Further, 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 Rs.2000/- per event for towing or Rs.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 of cities within India.

## Limitations:

- The Services will be provided on a best effort basis, subject to regulations in force locally.
- The services would not be provided under following conditions:
- 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.
- loss of or damage to luggage or other personal

effects that might occur during the services performance.

- 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.
- Not covered events: Any service not-covered here, if provided shall be at your own expense.
- 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.
- You can avail of these services for maximum of 4 times during the course of the Policy Period.

Procedure of receiving services:

To avail these services all you have to do is call 1800 266 7780

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

- Call, without delay, the toll free number / Telephone Number provided here,
- Get the prior approval before taking any initiative or incurring any expenses,
- 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 immobilized within the Covered geographical territory. A vehicle is considered as immobilized 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 immobilization.

## SECTION VII: GRIEVANCE LODGMENT 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)

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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.

## LIST OF OMBUDSMEN:

SN	Centre	Address & Contact
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: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>
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, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>
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: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>
4	Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>

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SN	Centre	Address & Contact
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
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
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
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
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
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
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
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
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
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
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



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SN	Centre	Address & Contact
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
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