

# AUTO SECURE – STANDALONE OWN DAMAGE PRIVATE CAR POLICY

UIN: IRDAN108RP0001V01201920



WITH YOU ALWAYS

## 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 Fax: 022 6693 8170

Email: [customersupport@tataaig.com](mailto:customersupport@tataaig.com) Website: [www.tataaig.com](http://www.tataaig.com)

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 TATA AIG GENERAL INSURANCE COMPANY LIMITED (hereinafter called 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;

## LOSS OF OR DAMAGE TO THE VEHICLE INSURED – OWN DAMAGE SECTION

Coverage under this policy is only for own damage and no other liability in connection with the vehicle.

1. The Company will indemnify the Insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon:
  - (i) by fire, explosion self-ignition or lightning;
  - (ii) by burglary, housebreaking or theft;
  - (iii) by riot and strike;
  - (iv) by earthquake (Fire and Shock Damage);
  - (v) by flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost;
  - (vi) by accidental external means;
  - (vii) by malicious act;
  - (viii) by terrorist activity;
  - (ix) whilst in transit by road rail inland - waterway lift elevator or air;
  - (x) by landslide, rockslide.

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

<b>Subject to a deduction for depreciation at the rates mentioned below in respect of the parts replaced</b>	
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	
<b>Age of the vehicle</b>	<b>% of Depreciation</b>
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.	

2. The Company shall not be liable to make any payment in respect of:
  - (a) Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages;
  - (b) Damage to tyres and tubes unless the vehicle is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement. And
  - (c) Any accidental loss or damage suffered whilst the Insured or any person driving the vehicle with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.
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 redelivery to the insured but not exceeding in all Rs. 1500/- in respect of any one accident.
4. The insured may authorise the repair of the vehicle necessitated by damage for which the Company may be liable under this Policy provided that:
  - (a) the estimated cost of such repair including replacements, if any, does not exceed Rs. 500/-;
  - (b) the company is furnished forthwith with a detailed estimate of the cost of repairs;  
and
  - (c) the Insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

## SUM INSURED - INSURED'S DECLARED VALUE (IDV)

The Insured's Declared Value (IDV) of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this Policy which is fixed at the commencement of each policy period for the insured 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 vehicle insured at the commencement of insurance/renewal and adjusted for depreciation (as per scheduled 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 policy period 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.

## 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.

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.

## APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

## 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 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 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 Policy Period 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 and the insured shall give all such information and assistance as the Company may require.
- 5) 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.

### 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

- a) The Company may cancel the policy by sending fifteen days notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the policy has been in force unless the policy is cancelled on the grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured in which case the policy will be cancelled on 'ab-initio' basis with forfeiture of premium and non consideration of claim, if any.
- b) The policy may be cancelled at any time by the insured on fifteen days notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the company's short period rates for the period the policy has been in force. Return of the premium by the Company will be subject to retention of the minimum premium of Rs. 100/- (or Rs. 25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/ mentally challenged persons).

#### Cancellation premium retention grid:

PERIOD	% OF ANNUAL PREMIUM TO RETAIN
Not exceeding 1 month	20%
Exceeding 1 month but not exceeding 2 months	30%
Exceeding 2 months but not exceeding 3 months	40%
Exceeding 3 months but not exceeding 4 months	50%
Exceeding 4 months but not exceeding 5 months	60%
Exceeding 5 months but not exceeding 6 months	70%
Exceeding 6 months but not exceeding 7 months	80%
Exceeding 7 months but not exceeding 8 months	90%
Exceeding 8 months	Full annual premium/ rate

#### 5. Arbitration Clause

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

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore 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 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.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 6. 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.

## 7. 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 insurance on the substituted vehicle shall be submitted before such substitution.

## 8. Transfer of Insurance:

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 duly filled up fresh proposal form, consent of the transferor, acceptable evidence of sale, original old certificate of insurance and required fees for effecting transfer in the record and issuance of fresh Certificate in the name of the transferee effective from the date of transfer. If for any reason, the old Certificate of Insurance is not surrendered, a proper declaration citing reason to that effect be submitted before a new Certificate of Insurance shall be issued. 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 transfer fees is made. If the transferee is not entitled to the benefit of the No Claim Bonus (NCB) shown on the 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.

## 9. No Claim Bonus:

- a) No Claim Bonus (NCB) can be earned only in the Own Damage section of Policies. For policies covering Fire and/or Theft Risks, the NCB will be applicable only on the Fire and / or Theft components of the premium. An insured becomes entitled to NCB only at the renewal of a policy after the expiry of the full duration of 12 months.
- b) No Claim Bonus, wherever applicable, will be as per the following table.

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	35%

consecutive years of insurance	
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%

Sunset Clause: If at the renewal falling due any time between 1st July 2002 and 30th June 2003, both days inclusive, (after completion of the full policy period of 12 months) an insured becomes entitled to an NCB of 65% in terms of the Tariff prevailing prior to 1st July 2002, the entitlement of such higher percentage of NCB will remain protected for all subsequent renewals till a claim arises under the policy, in which case the NCB will revert to "Nil" at the next renewal. Thereafter, NCB if any earned, will be in terms of the above table.

- c) The percentage of applicable NCB is to be computed on the Own Damage premium required for renewal of the insurance after deducting any rebate in respect of "Vehicle Laid Up" under the policy. If the policy period has been extended in lieu of the rebate for the lay up of the vehicle, as per "Vehicle Laid Up" Regulation, such extended period shall be deemed to have been part of the preceding year of insurance.
- d) 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 new insured will be as per the transferee's eligibility following the transfer of interest.

It is however, clarified that the entitlement of No Claim Bonus will be applicable for the substituted vehicle subject to the provision that the substituted vehicle on which the entitled NCB is to be applied is of the same class (as per this tariff) as the vehicle on which the NCB has been earned. Provided that 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 pass.

- e) 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 should 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.
- f) In the event of the insured, transferring his insurance from one insurer to another insurer, the transferee insurer may allow the same rate of NCB which the insured would have received from the previous insurer. 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 will be required for this purpose.

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 as arisen in the expiring policy period (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 Own Damage Section of the Policy will stand forfeited."

Notwithstanding the above declaration, the insurer allowing the NCB will be obliged to write to the policy issuing office of the previous insurer by recorded delivery calling for confirmation of the entitlement and rate of NCB for the particular insured and the previous insurer shall be obliged to provide the information sought within 30 days of receipt of the letter of enquiry failing which the matter will be treated as a breach of Tariff on the part of the previous insurer. Failure of the insurer



granting the NCB to write to the previous insurer within 21 days after granting the cover will also constitute a breach of the Tariff.

- g) If an insured vehicle is sold and not replaced immediately, or laid up, and the policy is not renewed immediately after expiry, NCB, if any, may be granted on a subsequent insurance, provided such fresh insurance is effected within 3 (three) years from the expiry of the previous insurance. The rate of NCB applicable to the fresh policy shall be that earned at the expiry of the last 12 months period of insurance.
- h) On production of evidence of having earned NCB abroad, an insured may be granted NCB on a new policy taken out in India as per entitlement earned abroad, provided the policy is taken out in India within three years of expiry of the overseas insurance policy, subject to relevant provisions of NCB under these rules.
- i) Except as provided in Clauses (g), no NCB can be allowed when a policy is not renewed within 90 days of its expiry.
- j) Except as provided in Clauses (g), (h) and (i) above, NCB is to be allowed only when the vehicle has been insured continuously for a period of 12 months without any break.

## 10. Concession for Laid-Up Vehicles

In case vehicle is laid up in garage and not in use for a period of not less than two consecutive months insurer liability will remain restricted for loss or damage of the insured vehicle by Fire and/or Theft as applicable during the period of such lay-up. In consideration of this restriction of cover under the policy insured may opt for either: -

a) a pro rata return of premium for the period during which the vehicle is so laid up which will be credited to the insured after retention of pro rata premium for the lay-up period in the tariff rate for Fire and/or Theft Risks as applicable for the class of vehicle concerned.

The credited return of premium will be deducted from the next renewal premium. This cannot be given as cash refund even if the policy is not renewed with the same insurer.

The calculation of the amount of the return of premium shall be made on the net premium on the date of issue of the policy or the date of renewal of the policy preceding the laying-up of the vehicle.

OR

b) the expiry date of the current Period of insurance under the policy may be extended for a period equal to the period the policy remained suspended on account of the lay-up.

In either case the insured will be required to pay Rs.50 towards administrative cost.

Return of premium or extension of policy period in lieu thereof, on account of lay-up of vehicles, will be available provided

- i) The vehicle is not undergoing repairs during lay-up as result of an event giving rise to a claim under the policy.
- ii) Previous notice in writing has been given to the insurer by recorded delivery
- iii) The certificate of insurance has been returned to the insurer and
- iv) The period of lay-up / suspension of policy shall not extend beyond twelve months from the expiry date of the policy period in which the lay-up has commenced.

## 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](mailto:general.claims@tataaig.com)
  - Website – [www.tataaig.com](http://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
- IV. 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.
- V. 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.

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

## **Auto Secure Endorsements** (attached to and forming part of Policy)

### **IMT1. Extension of Geographical Area**

In consideration of the payment of an additional premium of Rs.....it is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary the Geographical Area in this Policy shall from the ..../../. . . . to the ....../../. . . .(both days inclusive) be deemed to include \*

It is further specifically understood and agreed that such geographical extension excludes cover for damage to the vehicle insured / injury to its occupants in respect of the vehicle insured during sea voyage / air passage for the purpose of ferrying the vehicle insured to the extended geographical area.

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

**NOTE:-** Insert Nepal/ Sri Lanka/ Maldives/ Bhutan/ Pakistan/ Bangladesh as the case may be.

### **IMT5.HIRE PURCHASE AGREEMENT**

It is hereby understood and agreed that ..... [hereinafter referred to as the Owners (refer Policy Schedule)] are the Owners of the vehicle insured and that the vehicle insured is subject of an Hire' Purchase Agreement made between the Owners on the one part and the insured on the other part and it is further understood and agreed that the Owners are interested in any monies which but for this Endorsement would be, payable to the insured under this Policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and/or replacement of parts and such monies shall be paid to the Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

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

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

### **IMT6. LEASE AGREEMENT**

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

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

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

## IMT7. VEHICLE SUBJECT TO HYPOTHECATION AGREEMENT

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

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the insured or the insurer respectively under or in connection with this Policy or any term, provision or condition thereof.

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

## IMT8.DISCOUNT FOR MEMBERSHIP OF RECOGNISED AUTOMOBILE ASSOCIATIONS

It is hereby understood and agreed that in consideration of insured’s membership of .....\*\* a discount in premium of Rs. ....\* is allowed to the insured hereunder from .../.../.....

It is further understood and agreed that if the insured ceases to be a member of the above mentioned association during the currency of this Policy the insured shall immediately notify the insurer accordingly and refund to the insurer a proportionate amount of the discount allowed on this account for the unexpired period of the cover.

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

\* For full policy period, the full tariff discount to be inserted. For mid-term membership, prorata proportion of the tariff discount for the unexpired policy period is to be inserted.

\*\* Insert name of the concerned Automobile Association.

## IMT10. INSTALLATION OF ANTI-THEFT DEVICE

In consideration of certification by .....\* that an Anti-Theft device approved by Automobile Research Association of India (ARAI), Pune has been installed in the vehicle insured herein a premium discount of Rs.....\*\* is hereby allowed to the insured.

It is hereby understood and agreed that the insured shall ensure at all times that this Anti-theft device installed in the vehicle insured is maintained in efficient condition till the expiry of this policy.

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

\* The name of the certifying Automobile Association is to be inserted.

\*\* Premium discount calculated as per tariff provision is to be inserted. For mid-term certification of installation of Anti Theft device pro-rata proportion of tariff discount for the unexpired period is to be inserted.

## IMT.12. DISCOUNT FOR SPECIALLY DESIGNED/MODIFIED VEHICLES FOR THE BLIND, HANDICAPPED AND MENTALLY CHALLENGED PERSONS.

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the vehicle insured being specially designed /modified for use of blind, handicapped and mentally challenged persons and suitable endorsement to this effect having been incorporated in the Registration Book by the Registering Authority, a discount of 50% on the Own Damage premium for the vehicle insured is hereby allowed to the insured.

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

## IMT.13 .USE OF VEHICLE WITHIN INSURED’S OWN PREMISES

**(Applicable to all classes except as otherwise provided in the tariff )**

It is hereby understood and agreed that the insurer shall not be liable in respect of the vehicle insured while the vehicle is being used elsewhere than in the insured's premises except where the vehicle is specifically required for a mission to fight a fire.

For the purposes of this endorsement 'Use confined to own premises' shall mean use only on insured's premises to which public have no general right of access.

## **IMT19. COVER FOR VEHICLES IMPORTED WITHOUT CUSTOMS DUTY**

Notwithstanding anything to the contrary contained in this Policy it is hereby understood and agreed that in the event of loss or damage to the vehicle insured and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle insured is held for repair or in the event of the insurer exercising the option under Condition 3 to pay in cash the amount of the loss or damage the liability of the insurer in respect of any such part shall be limited to :

(a) (i) the price quoted in the latest catalogue or the price list issued by the Manufacturer or his Agent for the country in which the vehicle insured is held for repair less depreciation applicable;

OR

(ii) if no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle insured is held for repair and the amount of the relative import duty less depreciation applicable under the Policy;

and

(b) the reasonable cost of fitting such parts,

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

## **IMT22.COMPULSORY DEDUCTIBLE**

Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the insured shall bear under Own Damage Section of the Policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs.....\* (refer Policy Schedule) (or any less expenditure which may incurred) or any expenditure for which provision has been made under this Policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no. 3 for Private Cars/Two wheeler Policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnify is provided under this Policy.

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

(i) to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.

(ii) in respect of a vehicle rated under the Tariff for Private Car and in respect of a motorised two wheeler not carrying passengers for hire or reward, if any deductible in addition to the compulsory deductible provided in this endorsement is voluntarily borne by the insured, the sum representing the aggregate of the compulsory and the voluntary deductibles is to be inserted.

## **IMT 22A VOLUNTARY DEDUCTIBLE**

It is by declared and agreed that the insured having opted a voluntary deductible of Rs.\_\_\_\_ (refer schedule) a reduction in premium of Rs. \_\_\_\_\_under Own Damage Section of the policy is hereby allowed.

In consideration of the above, it is hereby understood and agreed that the insured shall bear under Own Damage Section of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs.....(refer policy schedule) or (any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no. 3 of this policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression “event” shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

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

## **IMT24.ELECTRICAL/ELECTRONIC FITTINGS**

(Items fitted in the vehicle but not included in the manufacturer’s listed selling price of the vehicle - Package Policy only)

In consideration of the payment of additional premium of Rs.....(refer Policy Schedule) notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the insurer will indemnify the insured against loss of or damage to such electrical and/or electronic fitting(s) as specified in the schedule whilst it/these is/are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Own Damage Section of the Policy. The insurer shall, however, not be liable for loss of or damage to such fitting(s) caused by/as a result of mechanical or electrical breakdown. Provided always that the liability of the insurer hereunder shall not exceed the Insured’s Declared Value (IDV) of the item. Subject otherwise to the terms conditions limitations and exceptions of this Policy.

## **IMT27.FIRE AND/OR THEFT**

Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed the Own Damage Section of the Policy the insurer shall not be liable there under except in respect of loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils.

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

NB. (i) In case of Fire Risks only, the words “burglary housebreaking theft” are to be deleted.

NB.(ii) In case of Theft Risks only, the words “fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils” are to be deleted.

## **Auto Secure – Standalone Own Damage Private Car Policy Add On Covers**

### **1. Depreciation Reimbursement -SAOD Private Car Policy (IRDAN108RP0001V01201920/A0003V01201920)**

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

#### **What is Covered:**

We will pay you the amount of depreciation deducted on the value of parts replaced under own damage claim, lodged under Own Damage Section of the policy. We will pay for the first 2 claims reported to us during the Period of insurance.

Special Conditions applicable to this cover in addition to the General Conditions:

- A claim where replacement of any part is not involved and no depreciation is deducted under own damage claim, will not be considered as claim under this cover.
- Vehicle is repaired at any of our Authorised Garage/Authorised workshop/Authorised service station.

### **2. Daily Allowance - SAOD Private Car Policy (IRDAN108RP0001V01201920/A0004V01201920)**

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

## What is Covered:

We will pay You Daily Allowance as mentioned in the schedule to enable you to meet the cost of hired transport to reduce Your inconvenience, if Your Vehicle is damaged by a covered peril mentioned in Own Damage Section of the policy.

The allowance would be payable for a maximum period of 10 days during the period of insurance. In case of theft/total loss claim, we will pay for maximum 15 days during the period of insurance.

Reasonable time taken for repair in respect of damages not admissible under Own Damage Section of the policy (as agreed between you, surveyor & garage/workshop manager) would be excluded for the purpose of computation of Daily Allowance.

Your entitlement of Daily Allowance will start from the following calendar day of Your Vehicle reaching the garage for repair or the day of intimation of claim to Us, whichever is later and shall end on the day garage intimates you to take delivery of the Vehicle.

## What is not Covered:

The Daily allowance will not be payable if any or all of the following condition applies:

1. If you are claiming only for windscreen or glass damage under Own Damage Section of the policy.
2. If Vehicle is not repaired at the Authorised Garage
3. If claim under Own Damage Section is not valid and admissible.
4. If time required for repair of motor vehicle is up to 3 days.

## 3. Courtesy/Hire Car - SAOD Private Car Policy (IRDAN108RP0001V01201920/A0011V01201920)

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

## What is Covered:

We will arrange for the Courtesy/Hire car to reduce your inconvenience if insured Vehicle is damaged by a covered peril mentioned in Own Damage Section (Own damage) of the policy.

A Courtesy/Hire car is not intended to be an exact replacement of vehicle in terms of its size, segment, type, value or status.

Courtesy/Hire car will be made available within 24 hours of Vehicle reaching the garage or the time of intimation of claim to us, whichever is later excluding weekends/national holidays, provided time required for repair of vehicle is greater than 24 hrs or it is a claim for total loss/theft of entire vehicle. Company will pay for the Courtesy/Hire car for a maximum period of 10 days in case of repair claim and 15 days in case of theft/total loss claim during the period of Insurance. In case of theft, if the vehicle is recovered earlier, then our liability to pay under this cover ends on the day police authority informs You to take delivery of the vehicle plus 2 days.

Courtesy/Hire car will be provided for 8 hrs or 80 Km per day whichever is less. The terms and conditions of the Hire Car Company will apply. You will be given a copy of the Hire Car Company's terms and conditions when the hire car is delivered to you.

Your entitlement of Courtesy/Hire car, in case of repair claim, will be for the duration Your vehicle is in garage for repair and shall end on the day garage intimates You about completion of repair and readiness of the Vehicle for delivery irrespective of claim settlement is intimated or not subject to the following:

1. Time taken for repair in respect of damages not admissible under Own Damage Section of the policy (as agreed between you, surveyor & garage workshop manager) would be excluded for the purpose of computation of duration for which Courtesy/Hire Car will be provided.

2. Period for which vehicle is stuck for repair for non availability of any part and/or material at garage would be excluded for the purpose of computation of duration for which Courtesy/Hire car will be provided.

If We are unable to provide You a Courtesy/Hire car then We will pay Your travel cost of Rs.(refer schedule) per day for the period determined as above.

#### **What is not Covered:**

We will not provide you with a Courtesy/Hire car

1. If you are only claiming for windscreen or any other glass damage under Own Damage Section (Own damage) of the policy.
2. If Vehicle is not repaired at our Authorised Garage/Authorised workshop/Authorised service station.
3. If claim under Own Damage Section (Own damage) is not valid and admissible.
4. If time taken for repair is in respect of damages not admissible under Own Damage Section (Own damage) of the policy.

#### **4. A) Return to Invoice - SAOD Private Car Policy (Applicable to the Policies issued before the date 1st August 2021) (IRDAN108RP0001V01201920/A0005V01201920)**

This cover is applicable if it is shown on Your schedule

#### **What is covered:**

We will pay the financial shortfall between the amount You receive under Own Damage Section of the policy and the purchase price of the Vehicle as confirmed in the invoice of sale OR current replacement price of new vehicle in case exactly same make/model is available, whichever is less, in the event of Your Vehicle being a Total Loss/CTL following an accident or stolen during the period of insurance and not recovered. We will also reimburse the first time registration charges and road tax which You had incurred on the insured Vehicle.

Special conditions applicable to this benefit:

- You are the first registered owner of the motor vehicle
- The finance company/bank whose interest is endorsed on the policy must agree in writing.

#### **What is not Covered:**

We will not pay the financial shortfall if:

- the Total Loss/CTL and theft claim is not valid and admissible under Own Damage Section of the policy.
- any non-built in electrical/electronic and non-electrical/electronic accessories including bi-fuel kit forming part of the invoice but not insured under Own Damage Section of the policy.
- final investigation report of police confirming the theft of the vehicle in case of theft claim is not submitted to us.
- covered vehicle is imported.

#### **B) Return to Invoice - SAOD Private Car Policy (Applicable to the Policies issued On or after the date 1st August 2021) (IRDAN108RP0001V01201920/A0005V02201920)**

This cover is applicable if it is shown on Your schedule



## What is covered:

In consideration of payment of additional premium, We will pay the difference between Insured's Declared Value (IDV) of the insured vehicle and on-road price (including electronic/electrical/non-electrical/electronic accessories/bi-fuel kit provided by manufacturer/dealer) of a new vehicle of similar make and model published by manufacturer/dealer in case of Total Loss/Constructive Total Loss/Theft of your vehicle. Onroad price shall include registration fees, road tax & Insurance charges.

Insurance charges will be limited to the amount arrived at by multiplying prevailing Own Damage Rate on the date of accident with Insured's Declared Value (IDV) & applicable Basic Third Party Premium. For obsolete models, on road price shall mean last on road price listed by manufacturer/dealer. For imported vehicles, we will pay the shortfall between the Insured's Declared Value (IDV) of the insured vehicle and the landed cost of a new vehicle of a similar make and model.

Special conditions applicable to this cover:

- The finance company/bank whose interest is endorsed on the policy must agree in writing.

## What is not covered:

We will not pay if:

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

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

## 5. No Claim Bonus Protection Cover - SAOD Private Car Policy (IRDAN108RP0001V01201920/A0006V01201920)

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

### What is Covered

We will allow you the same No claim bonus, as shown on Your schedule at the time of renewal provided-

- The rate of No claim bonus as shown in the schedule is an accumulation of 2 or more claim free years and their being no own damage claim in preceding 2 years.
- Not more than 1 own damage claim is registered in the current period of insurance.
- The renewal of policy is done with Us within 90 days of expiry of the policy
- The claim is not a Total LOSS (TL)/Constructive Total Loss (CTL)

Special conditions applicable to this benefit in addition to the general conditions:

- The claim made for damages only to the windscreen glass/rear glass/door glasses sun roof glass, will not be considered as a claim under this benefit.
- The claim only partial theft of accessories/parts will not be considered as a claim under this benefit.
- A claim for theft of entire motor vehicle will not be considered as a TL/CTL for this purpose provided a new motor vehicle is purchased and insured with Us within 90 days of the theft, in which case, We will allow same No claim bonus on New motor vehicle as is shown in the schedule

## 6. Repair of Glass, Fibre, Plastic & Rubber Parts - SAOD Private Car Policy

## (IRDAN108RP0001V01201920/A0007V01201920)

### What is Covered:

A claim for only Glass/plastic/rubber/fiber part where You opt for repairs rather than replacement, at our authorised workshops/authorised dealers/authorised service stations will not affect Your No Claim Bonus eligibility at the time renewal with Us provided number of such claim does not exceed one and there is no other claim for damage to the vehicle during the period of insurance.

### What is not Covered:

1. Cost of painting of parts without any other repair associated with these parts.

### 7. Loss of personal belongings - SAOD Private Car Policy (IRDAN108RP0001V01201920/A0008V01201920)

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

We will pay for the loss or damage to you and your Family member's personal belongings caused by perils mentioned under Own Damage Section of the policy while they are in the vehicle at the time of loss or damage to the vehicle.

Personal belongings for the purpose of this section means items such as clothes and other articles of personal nature likely to be worn, used or carried and includes audio/video tapes, CDs but excludes money, securities, cheques, bank drafts, credit or debit cards, jewellery, lens, glasses, travel tickets, watches, valuables, manuscripts, paintings and items of similar nature. Any goods or samples carried in connections with any trade or business is not covered.

A police report must be filed for claims due to burglary, house-breaking or theft.

The maximum amount payable under this section is Rs (Refer Schedule) during the period of insurance. Any claim under this section will be admissible only when there is a valid and admissible claim in respect of the vehicle arising out of the same accident.

The insured will bear first Rs. 250 of each and every claim under this section.

### 8. Emergency Transport & Hotel Expenses - SAOD Private Car Policy (IRDAN108RP0001V01201920/A0009V01201920)

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

We will pay towards the cost of overnight stay and taxi charges for returning back to Your place of residence or the nearest city You are traveling to if Your motor vehicle has met with an accident by any of the peril mentioned under Own Damage Section of the policy and cannot be driven. We will pay maximum Rs (refer schedule) for any one accident and Rs (Refer Schedule) during the period of insurance. Documentary proof of expenditure must be submitted by any claim under this section.

Any claim under this section will be admissible only when there is a valid & admissible claim in respect of the vehicle arising out of the same accident.

### 9. Key Replacement - SAOD Private Car Policy (IRDAN108RP0001V01201920/A0010V01201920)

This cover is applicable if it shown on Your schedule.

### What is Covered

1. Key Replacement – We will reimburse You for the cost of replacing your vehicle keys which are lost or stolen.
2. Break-in Protection – We will reimburse you for the cost of replacing your locks and keys if your vehicle is broken into. The covered costs include the labor cost for replacing the lock.

## What is not Covered

We will not pay for:

1. costs other than those listed in the “What is Covered” section;
2. the cost to replace keys to vehicles that You do not own for personal use;

## Coverage Conditions

For break-in protection claims, you must provide an official police report that confirms the incident happened within the period of insurance.

### 10. Engine Secure - SAOD Private Car Policy (IRDAN108RP0001V01201920/A0012V01201920)

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

#### What is covered:

We will pay you repair and replacement expenses for the loss or damage to -

1. Internal parts of the engine
2. Gear Box, Transmission or Differential Assembly

Provided loss or damage is due to ingress of water in the engine or leakage of lubricating oil from engine/respective assembly.

We will also pay for the lubricating oils/consumables used in the respective assembly i.e. material, which is used up and needs continuous replenishment such as engine oil, gear box oil etc. but excluding fuel.

#### What is not covered:

We shall not indemnify you under this endorsement in respect of-

1. Loss or damage covered under manufacturer warranty; recall campaign or forming part of maintenance/preventive maintenance.
2. Any aggravation of loss or damage including corrosion due to delay in intimation to us and/or retrieving the vehicle from water logged area.
3. Ageing, depreciation, wear and tear.

#### Special Condition:

Claim under this endorsement will be admissible only if -

1. In case of water damage, there is and evidence of vehicle being submerged or stopped in water logged area.
2. In case of leakage of lubricating oil, there is a visible evidence of accidental damage to engine or respective assembly.
3. Vehicle is transported/towed to garage within 2 (Two) days of water receding from the water logged area.
4. You have taken all reasonable steps, safeguards and precautions to avoid any loss or damage and also prevent aggravation of loss once the loss or damage to the vehicle is sustained and noticed by You.

#### Deductible:

We shall not be liable for each and every claim under this coverage in respect of deductible stated in the schedule.

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

### 11. Tyre Secure - SAOD Private Car Policy (IRDAN108RP0001V01201920/A0013V01201920)

This cover is applicable if it shown on your schedule.

## What is covered

We will cover expenses for repair and/or replacement, as may be necessitated arising out of accidental loss or damage to tyres and tubes.

In any situation company's liability would not exceed the following, basis the unused tread depth of respective tyre (not applicable if Full cover is opted)-

- Unused tread depth of <3 mm - Considered as normal wear and tear and is not covered.
- Unused tread depth of >- 3 to <5 mm - 50% of cost of new tyre and/or tube.
- Unused tread depth of >=5 to < 7 mm - 75% of cost of new tyre and/or tube
- Unused tread depth of > = 7 mm - 100% of cost of new tyre and/or tube

Unused Tread depth will be measured at the centre of the tread. Minimum 4 measurements at 4 different places will be taken for the purpose of arriving at means tread depth which will be the basis of indemnity under the coverage.

Whenever replacement of tyre will be allowed it will be of the same make and specification and if tyre of similar specification is not available and replaced tyre is superior to damaged tyre then We will not be liable for betterment charges. Maximum of 4 (four) replacements will be allowed during the Period of Insurance.

If damage to tyre and tube is due to the accidental damage to the insured vehicle covered under "Own Damage" section of the policy. Our liability under this cover will be restricted to the difference of depreciation percentage applied under "Own Damage" section and as mentioned above basis the unused tread depth.

## What is not covered

1. If vehicle is not repaired at Authorized garage.
2. loss or damage arising out of natural wear and tear including unevenly worn tyres caused by defective steering geometry outside manufacturer's recommended limits or wheel balance, failure of suspension component, wheel bearing or shock absorber.
3. any loss or damage within first 15 days of inception of the policy.
4. any loss or damage occurred prior to inception of the policy
5. any loss or damage resulting into total loss of the vehicle
6. routine maintenance including adjustment, alignment, balancing or rotation of wheels/tyres/tubes
7. Loss or damage to wheel accessories, any other parts or rim.
8. theft of tyre(s)/tube(s) or its parts accessories without vehicle being stolen or theft of entire vehicle.
9. if the tyre(s)/tube(s) being claimed is different from tyre(s) insured/supplied as original equipment along with the vehicle unless informed to us and mentioned/endorsed on the policy.
10. fraudulent act committed by insured or the workshop or any person entrusted possession of the vehicle by insured.
11. loss or damage arising out of improper storage or transportation
12. any consequential loss or damage such as but not limited to noises, vibrations and sensations that do not affect tyre function or performance.
13. loss or damage arising out of modifications not approved by tyre manufacturer.
14. loss or damage resulting from hard driving due to race, rally or illegal activities.
15. loss or damage due to neglect of periodic maintenance as specified by manufacturer.
16. loss or damage resulting from poor workmanship while repair.
17. loss or damage arising out of any manufacturing defect or design including manufacturer's recall.

18. minor damage or scratch not affecting the functioning
19. tyre which has been used for its full specified life as per manufacturer's guideline or where unused tread depth is less than 3 mm.

### Important Conditions

1. If you make a fraudulent claim which is declined as per para 10 of "What We will not cover", coverage under this section shall cease with immediate effect.
2. If during the Period of insurance any tyre is replaced for any reason for which claim is not preferred under the coverage, cover on new tyre would not be available unless details of new tyre are informed to us.
3. In case of replacement of tyre for which a claim is preferred under the coverage replaced tyre can be included by way of endorsement by paying requisite premium.
4. All claims must be made within 3 working days of damage.
5. You must take all reasonable steps to avoid loss or damage to tyre(s). You must not continue to drive the vehicle after any damage or incident if this could cause further damage to tyre(s).

### 12. Consumable Expenses - SAOD Private Car Policy (IRDAN108RP0001V01201920/A0014V01201920)

This cover is applicable if it shown on your schedule.

#### What is covered

We will cover cost of consumables required to be replaced/replenished arising from an accident to the insured vehicle. Consumable for the purpose of this cover shall include engine oil, gear box oil, lubricants, nut & bolt, screw, distilled water, grease, oil filter, bearing, washers, clip, break oil, air conditioner gas and items of similar nature excluding fuel.

#### What is not covered

1. Any consumable not associated with admissible Own Damage claim under Own Damage of the policy.
2. If there is no valid and admissible claim under Own Damage section of the policy.
3. If vehicle is not repaired at Authorized garage

### 13. Road Side Assistance - SAOD Private Car Policy (IRDAN108RP0001V01201920/A0015V01201920)

(This cover is applicable if it is shown on your schedule)

These services will be offered to you during the policy period as mentioned on your Policy Schedule or Certificate of Insurance.

### 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 ssVehicle 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 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 mainland India, except in the states of Mizoram, Nagaland, Tripura, Arunachal Pradesh, Sikkim.

### **LIMITATIONS:**

- 1 The Services will be provided on a best effort basis, subject to regulations in force locally.
- 2 The services would not be provided under following conditions:  
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.
- 3 loss of or damage to luggage or other personal effects that might occur during the services performance.
- 4 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.
- 5 Not covered events: Any service not-covered here, if provided shall be at your own expense.
- 6 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.
- 7 You can avail of these services for maximum of 4 times during the course of the policy period.

### **Procedure of receiving services:**

**To avail this 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.

## Definitions:

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. Courtesy/Hire car - A vehicle provided to the insured by the hire car company.
5. Hire car Company - Company which is engaged in the business of letting out cars on hire and has provided vehicle to the insured as per their terms and conditions.
6. Authorized workshop/garage/service station - A motor vehicle repair workshop/garage/service station authorized by us.
7. Daily Allowance - Fixed amount to be paid for the purpose of meeting the cost of hired transport.
8. Family - You, Your spouse, your children your parents and any other person residing with you without paying a commercial rent.
9. 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.
10. Lost or stolen means having been inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation.
11. Period of insurance - The period of time stated in the schedule for which the policy is valid and operative.

## 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

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

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

A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

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:manager.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.

## INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Address and Contact Details	Jurisdiction of Office Union Territory, District
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>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka.
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 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh Chattisgarh.

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BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins. co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry)
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
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
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 Fax: 040 - 23376599	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.

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	Email: bimalokpal.hyderabad@cioins.co.in	
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, 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

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MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha 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, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd 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 Regulation 17 of IRDA of India (Protection of Policy holders Interests) Regulation. 2017.

## Disclaimer: INSURANCE ACT 1938 Section 41 Prohibition of Rebates

- 1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate,

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except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.

- 2) Any person making default in complying with the provisions of this section shall be punished with a fine which may extend to ten lakhs rupees.

“Insurance is the subject matter of the solicitation”. Please refer sales brochure/ policy wordings carefully, before concluding a sale.

“Commencement of risk cover under the policy is subject to receipt of payable premium by Tata AIG General Insurance Company Limited.”