



WITH YOU ALWAYS

AUTO SECURE - MOTOR TRADE INTERNAL RISKS

UIN: IRDAN108RP0007V01200001

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

Email: customersupport@tataaig.com

Website: www.tataaig.com

IRDA of India Registration No: 108

CIN: U85110MH2000PLC128425

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the **TATA AIG GENERAL INSURANCE COMPANY LIMITED** herein after 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 in respect of accidental loss or damage occurring during the period of insurance and subject to the Terms Exceptions and Conditions contained herein or endorsed hereon:

SECTION I - DAMAGE

Subject to the Limits of liability the Company will indemnify the insured against damage to any insured vehicle (including its accessories whilst thereon) the property of the insured or any member of the insured's family or household caused by accidental, external and visible means and occurring in or on the premises.

The Company may at its own option repair, reinstate or replace such vehicle or any part thereof or its accessories or may pay in cash the amount of the damage.

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay

- (a) for loss of use, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages.
- (b) for damage to tyres by application of brakes or by punctures, cuts or bursts.

SECTION II - LIABILITY TO THE PUBLIC RISKS

Subject to the Limits of liability as laid down in the Schedule hereto the Company will indemnify the insured against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of

- 1) accidental death of or bodily injury to any person

other than a person in the insured's service or a member of the insured's family or household.

- 2) accidental damage to

- (a) any insured vehicle (including its accessories whilst thereon) held in trust by or in the custody or control of the insured.
- (b) other property not being property belonging to or held in trust by or in the custody or control of the insured occurring in on or about the premises through the negligence of the insured or any person in the service of or acting on behalf of the insured or by or through any defect in.

The Company will pay all costs and expenses incurred with its written consent.

In the event of death of the insured the Company will in respect of the liability incurred by him indemnify his legal personal representatives in terms of and subject to the limitations to the policy provided that such representatives shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they can apply.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

- (a) any accidental loss damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war, riot strike mutiny rebellion revolution insurrection military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect

of such a claim.

- (b) damage to property caused directly or indirectly by fire or explosion
- (c) any consequence of burglary housebreaking or theft or any attempt thereat
- (d) damage to property sustained while it is being worked upon and directly resulting from such work
- (e) any defective workmanship
- (f) death injury or damage caused by or through any demolition or of structural alteration or addition to the premises or by or through the installation of any equipment
- (g) death injury or damage caused by or through or in connection with the use by the insured of power driven cranes elevators lifts or hoists other than car hoists having a lift not exceeding 6 feet or its equivalent
- (h) any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement
- (i) death injury or damage resulting from the driving elsewhere than in or on the premises of any vehicle by the insured or any person in the service of or acting on behalf of the insured
- (j) damage to any motor vehicle or its accessories caused by weather conditions
- (k) (i) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or consequential loss
(ii) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self sustaining process of nuclear fission.
- (l) any accidental loss damage or liability directly

or indirectly caused by or contributed to by or arising from nuclear weapons material.

DEDUCTIBLE

The Company shall not be liable under Section -I of this Policy in respect of the deductible stated in the schedule in respect of each and every claim.

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.
3. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
4. The first premium and all renewal premiums that may be accepted are to be regulated partly upon the amount of wages salaries and other earnings paid by the insured to employees during each period of insurance. The name of every employee together with the amount of wages salaries and other earnings shall be properly recorded and the insured at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of insurance within one month from the expiry date of such period of insurance. If the amount so paid shall differ from the amount on which premium has

been paid the difference in premium shall be met by a further proportionate payment to the Company or subject to the Company's usual scale of minimum premium by a refund by the Company as the case may be. In the event of any extension or alteration of the premises during the currency of this Policy the insured shall immediately notify the Company thereof and shall pay to the Company any adjusted premium required in respect of such extension or alteration.

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) At any time after the happening of any event giving rise to a claim or series of claims arising out of one cause the Company may pay to the insured the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid) or any less amount for which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.
- 6) 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 use care in the selection of competent employees and shall take all

reasonable steps to safeguard from damage the property in respect of which indemnity is hereby granted and to maintain the premises in good repair.

3. Right to Inspect

The Company shall have free access at all reasonable times to the premises and to examine by their authorized representative any vehicle insured hereunder. 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

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. 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). Where the ownership of the vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

5. Contribution

If at the time of occurrence of an event that gives rise to any claim under this policy, there is in existence any other insurance covering the same loss, damage or liability,

the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation cost or expense.

C) Conditions when a claim arises

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

I. Call Centre:

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

II. Insured or claimant shall furnish immediate loss details, which shall include details of the loss event, location of the loss, location of the damaged vehicle, and names and telephone numbers of contact personnel

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

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

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

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

Note: The above list is only indicative. You may be asked for additional documents. For more details,

please refer to the intimation cum preliminary claim form.

- IV. In the event of any occurrence which may give rise to a claim under this Policy the insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and/or process shall be forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any occurrence as aforesaid.

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.

The first premium and all renewal premiums that may be accepted are to be regulated partly upon the amount of wages salaries and other earnings paid by the insured to employees during each period of insurance. The name of every employee together with the amount of wages salaries and other earnings shall be properly recorded and the insured at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of insurance within one month from the expiry date of such period of insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or subject to the Company's usual scale of minimum premium by a refund by the Company as the case

may be. In the event of any extension or alteration of the premises during the currency of this Policy the insured shall immediately notify the Company thereof and shall pay to the Company any adjusted premium required in respect of such extension or alteration.

E) Special Conditions

1. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for a transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-

- a. Death certificate in respect of the insured
 - b. Proof of title to the vehicle
 - c. Original Policy
2. In the event the claim is not settled within 30 days, the Company shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the **Insured/** claimant by Company till the date of actual payment.
 3. Failure to furnish evidence within the time required shall not invalidate nor reduce any claim if You can satisfy Us that it was not reasonably possible for You to give the proof within such time.

Section III - Endorsements (attached to and forming part of Policy)

IMT .63. Restriction of Cover to Liability Risks only

(Motor Trade Internal Risks Policy)

It is hereby understood and agreed that

(a) Section I and II(2)(i) and the word “other” in Section II (2)(ii) of this Policy in the Schedule to this Policy are deemed to be cancelled and

(b) the Insurer shall not be liable in respect of damage to the Motor Vehicle or its accessories.

IMT.64. Open-Air Car Parks

(Motor Trade Internal Risks Only)

In consideration of the payment of an additional premium, it is hereby understood and agreed that for the purpose of this Policy the Premises shall be deemed to include the car park at* superficial area not exceeding**

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

* To insert location

** To insert appropriate area

IMT.65. Work Away From Premises

(Motor Trade Internal Risks Only)

In consideration of the payment of an additional premium it is hereby understood and agreed that the premises are deemed to include any place at which the insured is performing work not being premises under the control of the insured provided that the insurer shall not be liable in respect of injury or damage resulting from the driving of the vehicle insured in a public place in INDIA within the meaning of the Motor Vehicles Act, 1988.

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

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

Email us at customersupport@tataaig.com

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

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

Visit the Servicing Branch mentioned in the policy document

Nodal Officer

Please visit our website at www.tataaig.com 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. 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. 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

SN	Office of the Ombudsman	Address & Contact	Jurisdiction of Office Union Territory, District
1	Ahmedabad	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/ 02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	Bengaluru	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
3	Bhopal	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh
4	Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar - 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
5	Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Jammu & Kashmir, Chandigarh
6	Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of Pondicherry).
7	New Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23232481/23213504 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
8	Guwahati	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

Auto Secure - Motor Trade Internal Risks

UIN: IRDAN108RP0007V01200001

SN	Office of the Ombudsman	Address & Contact	Jurisdiction of Office Union Territory, District
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.: 040-65504123/ 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanamand part of Territory of Pondicherry.
10	Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
11	Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe- a part of Pondicherry
12	Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
13	Lucknow	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
14	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)

SN	Office of the Ombudsman	Address & Contact	Jurisdiction of Office Union Territory, District
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.: 0120-2514250/ 2514252/2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
16	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
17	Pune	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

Grievance Redressal Procedure:

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