

Rideshare Policy

PART 1: PREAMBLE

TATA AIG General Insurance Company Limited (**We, Our or Us**) will provide the insurance described in this **Policy** and any endorsements to the **Policy** and in reliance upon the statements contained in the Proposal which shall be the basis of this **Policy** and are deemed to be incorporated herein in consideration for the payment of the required premium and compliance with all applicable provisions of this **Policy**.

PART 2: GENERAL DEFINITIONS

Terms with a specific meaning are defined below and have this meaning wherever they appear with an initial capital letter

1. **Account** means any credit card, debit card, checking **Account**, line of credit, loan, certificate of deposit or other financial instrument, including supporting statements or bills issued by the **Issuer** for use by **Eligible Cardholders**.
2. **Authorized Rideshare Company** means the companies authorized to operate in the **Territory** under a current license as required by law for the conveyance of passengers.
3. **Annual Aggregate Limit** means the maximum amount available in aggregate for all Claims under a specific Benefit per **Eligible Cardholder** during the **Policy** Period.
4. **Car Sharing** means a mode of vehicle rental where users can rent vehicles for short periods of time and users are members that have been pre-approved to drive the rented vehicle.
5. **Cardholder(s)** means all individuals who have been issued an **Eligible Card**, including supplementary **Cardholders** on the same **Account** where such **Eligible Card** is issued by a participating **Issuer**.
6. **Covered Trip** means a trip for which the **Eligible Cardholder** books a trip using the **Authorized Rideshare Company's** application and charges the full amount of the **Eligible Cardholder's** portion of the cost of transportation by the **Authorized Rideshare Company** to his/her **Eligible Card**.
7. **Due Diligence** means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect any **Personal Property** from loss or theft.
8. **Eligible Card** means a participating **Issuer's** Card as defined in the **Policy** Schedule.
9. **Eligible Cardholders/Insured Person** means those **Cardholder(s)** with **Eligible Cards** that are valid, open and in good standing (not cancelled, suspended or delinquent) at the time of claim who shall be entitled to receive payment or such other benefit as is provided for in this **Policy**.
10. **Issuer** means a bank or financial institution or like entity which operates the **Eligible Card** program in the **Territory** and is participating in the Benefit offering to **Eligible Cardholders**.
11. **Natural Catastrophe** means flood, windstorm, hurricane, lightning, landslide, volcanic action and/or earthquake.
12. **Per Occurrence Limit** means the maximum amount of benefit available under **Rideshare** Insurance for a **Covered Trip**
13. **Policy** means the contract of insurance including but not limited to **Policy** Schedule, Endorsements and **Policy** Wordings.
14. **Personal Property** means any tangible **Personal Property** owned by the **Eligible Cardholder** that the **Eligible Cardholder** takes in the **Rideshare** carrier's vehicle during a **Covered Trip**, which is not excluded under Part 4: Exclusions.
15. **Policy Period** means the time during which this **Policy** is in effect and as specified in the **Policy** Schedule.
16. **Rideshare** means the method of transportation used by the **Eligible Cardholder** for travel on a **Covered Trip**. The **Rideshare** carrier must work for or be hired through an **Authorized Rideshare Company**. **Rideshare** carrier does not include street-hailed taxis, limousines, rail or commuter bus lines, personal automobiles, rental cars, or vehicles intended for Car Sharing, unless specified in the Schedule.
17. **Stolen** means **Personal Property** that is unlawfully, intentionally and dishonestly taken from the **Cardholder** without **Eligible Cardholder's** consent.
18. **Territory** means within the geographical boundaries of India.
19. **We/Us/Our/Insurer/The Company** means Tata AIG General Insurance Company Ltd.

PART 3: BENEFITS

We will pay the **Eligible Cardholder** whose **Personal Property** is permanently lost or **Stolen** after he or she enters a **Rideshare** carrier and while traveling during a **Covered Trip** in the **Rideshare** carrier's vehicle. The coverage ends each time the **Eligible Cardholder** reaches his or her destination prior to exiting the **Rideshare** carrier. Coverage is secondary to and in excess of amounts covered by the **Rideshare** carrier, the **Authorized Rideshare Company**, if any or any other insurance that covers the lost or **Stolen Personal Property**.

We will pay the difference between the value of the amount claimed and the payments received from the **Rideshare** carrier, the Authorized **Rideshare** Company, if any. We will pay lesser of the following:

1. the actual purchase price of the item; or
2. the actual cash value of **Personal Property** when lost or **Stolen** or
3. the cost to replace the item.

The maximum liability per **Eligible Card** shall not exceed the per incident and the **Annual Aggregate Limit** stated in the **Policy** Schedule.

PART 4: EXCLUSIONS

A. Property.

We will not pay for any loss associated with the following **Personal Property**:

1. Contact lenses, hearing aids, artificial teeth, dental bridges or prosthetic limbs.
2. Money, securities, credit cards, cheques, traveler's cheques, visas, negotiable instruments.
3. Tickets, documents (travel or otherwise), keys, coins, deeds, bullion antique items, collectibles of any kind (such as items designed for people to collect or items that over time become collectible), stamps, perishables, consumables, silverware, furs, plants, shrubs, perfume, jewelry, art, rugs and carpets; animals; household furniture or rare or precious metals.
4. Items excluded under the **Rideshare** Carrier's or Authorized **Rideshare** Company's coverage.
5. Business Items i.e. items that are used in the purchase, sale, promotion, or distribution of goods or services (including but not limited to manuals, software, data, facsimile, samples, collateral materials, etc.).
6. Sporting equipment or musical instruments.
7. All types of stored data or music including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes, and film.

B. Losses.

We will not cover following losses for lost or **Stolen Personal Property**:

1. Arising out of Lawful confiscation by the Police, Government Agencies, Courts or other empowered authorities;
2. Due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, Terrorist Act, riot or the act of any lawfully constituted authority or vandalism of any kind.
3. On any conveyance which is hired or used for sport, contest, or recreational activity, or is operated or maintained for the purpose of sport, gamesmanship, contest, sightseeing, observatory or recreational activity, regardless of whether such conveyance is licensed.
4. Resulting from the **Eligible Cardholder's** intentional, negligent acts or omissions, willful, criminal or fraudulent act.
5. Losses arising from illegal activities or acts, customs official, items of contraband.
6. Natural Catastrophe, fire and/or explosion.
7. Indirect or direct losses of any nature, whether in tort or contract or based on any theory of liability, in any civil action or other legal proceeding arising from or related to a covered loss.
8. Nuclear Hazard

The Company will not cover any loss which is caused by:

- chemical, biological, bio-chemical, or electromagnetic contamination whether controlled or uncontrolled or however caused;

- radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
 - the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
 - the use of a chemical or biological weapon.
9. State of Emergency
Any loss happening during the existence of a state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence of any of the said occurrences except to the extent that **Eligible Cardholder** shall prove that such loss or other contingency happened independently of the existence of the state of emergency as declared by the local authorities.

PART 5: POLICY CONDITIONS

1. Individual Termination Date

An **Eligible Cardholder's** coverage and Benefits under this **Policy** shall terminate on the earliest of:

- a. the date the **Eligible Cardholder** no longer qualifies as an **Eligible Cardholder**;
- b. the date the **Eligible Card** is determined to be ineligible by the **Issuer**;
- c. the date the **Issuer** ceases to participate in the **Policy**;
- d. the date the **Issuer** ceases to pay premium; or
- e. the date the **Policy** is terminated/cancelled or expired.

The Company shall not be liable for any claim incurred post such individual termination date.

2. Duties After Loss

The **Eligible Cardholder** must provide:

1. Intimation to **The Company** within 24 hours of discovering loss. Failure to furnish such intimation within the time required shall not invalidate nor reduce any Claim if the **Insured Person** can satisfy **The Company** that it was not reasonably possible for the **Insured Person** to give proof within such time. **The Company** may relax these timelines only in special circumstances and for the reasons beyond the control of the **Insured Person**.

To file a Claim send a notification to:

Tata AIG General Insurance Company Limited.

Claims Department

Customer Support, Tata AIG General Insurance Company Limited,

7th and 8th Floor, Romell Tech Park,

Cama Industrial Estate, Western Express Highway,

Goregaon(E),

Mumbai,

Maharashtra 400063 Email: customersupport@tataaig.com

24X7 Toll Free No: 1800 266 7780

2. A signed and duly filled claim form no later than thirty (30) days from the date of the loss incident.
3. A copy of a claim or report filed with the **Authorized Rideshare Company** and result of their investigation;
4. A copy of the **Authorized Rideshare Company** receipt showing the details of the trip including date, time and fare payment made;
5. First Information Report, in case of theft
6. Proof of Ownership of lost/**Stolen Personal Property**
7. Any Other relevant documents to substantiate the loss, if any.

Please note, that **We** may require additional information at times in order to process the Claim. It is the **Insured Person's** responsibility to provide this information or else the Claim may not be processed. For assistance in filing a Claim, please contact the numbers listed above.

3. **Admissibility of Claim:** any claim to be admissible under this **Policy**, the Date of loss should be within the **Policy Period** unless otherwise provided.
4. **Payment of Claims:** All payments to be made by the **Insurer** shall be paid to **Eligible Cardholders** in the **Territory** and such payments shall be subject to the laws and regulations then in effect in the **Territory**. **The Company** shall be under no obligation to make any payment under this **Policy** unless **The Company** has received all premium payments in full before the commencement of risk under the **Policy**.
5. **Claim Settlement (Provision of Penal Interest)**
 - a. **The Company** shall settle or reject a claim within 30 days from the date of receipt of last necessary document.
 - b. In the case of delay in the payment of a claim, **The Company** shall be liable to pay interest to the **Eligible Cardholder** from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
6. **Renewal:** 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. 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.
7. **Pair and Set:** Where an item lost or **Stolen** forms part of a pair or set, **The Company** will pay lesser of the value of any particular part which may be lost or **Stolen** or the proportionate value that the lost or **Stolen** item bears to the value of the pair or set.
8. **Legal Rights:** **Eligible Cardholder** will cooperate with **The Company** and help **The Company** to enforce any legal rights **Eligible Cardholder** or **The Company** may have in relation to **Eligible Cardholder's** claim.
9. **Territorial Jurisdiction:** All disputes or differences under or in relation to the interpretation of the terms, conditions, validity, construct, limitations and/or exclusions contained in the **Policy** shall be determined by the Indian court and according to Indian law.
10. **Fraud** **The Company** will not be liable to pay under the **Policy** if any established , Fraud is noted at the time of claim or otherwise, whether by **Eligible Cardholder** or anyone acting on behalf of **Eligible Cardholder**, and coverage of the **Eligible Cardholder** will be void ab-initio without any premium refund.
11. **Policy Currency:** All payments under this **Policy** will only be made in Indian Rupees.
12. **Cancellation/Termination of the Policy:**
 - a. **Policyholder** may cancel this **Policy** by giving **The Company** 15 days written notice and **The Company** shall then refund a portion of the premium as mentioned below. However, if **Eligible Cardholder** has made any claim on this **Policy** before the cancellation date then no refund of premium will be given for that **Eligible Cardholder**.

Cancellation of Policy within (from inception)	Refund %
3 months	60%
3 Months to 6 months	30%
More than 6 months	0%

- b. **The Company** may cancel this **Policy** by giving **Policyholder** 15 days written notice and **The Company** shall then refund a pro-rata portion of the premium for the remaining **Policy Period**.
13. **Reasonable Care:** **Eligible Cardholder** shall take all reasonable steps to safeguard the **Personal Property** against any situation that may give rise to a Claim.
14. **Records to be maintained** The **Policy** holder/ **Eligible Cardholder** shall keep an accurate record containing all relevant records and shall allow **The Company** or its representative(s) to inspect such records. The **Policy** holder/ **Eligible Cardholder** shall furnish such information as **The Company** may require under this **Policy** at any time during the **Policy** and up to three years after the **Policy** expiration, or until final adjustment (if any) and resolution of all Claims under this **Policy**.

- 15. Terms and conditions of the Policy:** The terms and conditions contained herein and in the **Policy** Schedule shall be deemed to form part of the **Policy** and shall be read together as one document.
- 16. Arbitration:**
The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.
Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 17. Subrogation:** Unless specifically and separately stated in the schedule, **Eligible Cardholder** and any claimant under this **Policy** shall at the expense of **The Company** do and concur in doing and permit to be done all such acts and things that may be necessary or reasonably required by **The Company** for the purpose of enforcing any right and remedies or obtaining relief or indemnity from other parties to which **The Company** shall be or would become entitled or subrogated upon **The Company** paying for or making good any loss under this **Policy** whether such acts and things shall be or become necessary or required before or after **Eligible Cardholder's** indemnification by the Company.
- 18. Coverage:** Coverage is secondary to and in excess of the amounts covered by the **Rideshare** carrier, the **Authorized Rideshare Company** or any insurance that covers the **Personal Property**. In no event shall this coverage apply as contributing insurance.
- 19. Recovery:** If **The Company** pay **Eligible Cardholder's** claim for any item that was **Stolen**, **Eligible Cardholder** must inform **The Company** immediately in the event the **Stolen** item is recovered. In such an event, there are two options available to **Eligible Cardholder**:
- (i) the recovered **Stolen** item is returned to **Eligible Cardholder** and **Eligible Cardholder's** return the claim payment **The Company** made to **Eligible Cardholder**, or
 - (ii) **Eligible Cardholder** hand over the recovered **Stolen** item to **The Company** and the recovered Property becomes Company's property.
- 20.** The **Eligible Cardholder** must use **Due Diligence** to protect, save and recover **Personal Property** at all times.

PART 6: GRIEVANCE LODGMENT STAGE

We are 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 call Our 24X7 Toll free number 1800- 266-7780/022-66939500 (tolled) or You may email to the customer service desk at customersupport@tataaig.com.

Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address: Customer Support, Tata AIG General Insurance Company Limited
7th and 8th Floor, Romell Tech
Park, Cama Industrial Estate,
Western Express Highway,
Goregaon(E), Mumbai,
Maharashtra 400063

E-mail: customersupport@tataaig.com

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 as per the detailed escalation matrix as given in Our website. In case the resolution is likely to take longer time, we will inform You of the same through an interim reply.

Insurance Ombudsman

If the Insured person is not satisfied with the redressal of grievance through above methods, the Insured Person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

Office of the Ombudsman	Address & 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: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, 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 Chhattisgarh.
BHUBANESWAR	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,	Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry)

	CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	
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 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernaklam@cioins.co.in	Kerala, Lakshadweep, Made 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, Basti, Kaushambi, Balrampur, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
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 Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Mainpuri, Bulandshehar, Etah, Kanooj, 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,	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

	N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	
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Prohibition of Rebates – Section 41 of The Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015

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, 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 read the policy wordings carefully before concluding the sale.

S. 64VB of The Insurance Act, 1938:

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