

SERVICE CONTRACT LIABILITY INSURANCE POLICY- COMMERCIAL



WITH YOU ALWAYS

In consideration of premium paid by the Company and relying upon information contained in the Service Contract, and subject to all Policy terms, conditions, exceptions and limitations contained herein or endorsed upon in future, Tata AIG General Insurance Company Limited., (hereinafter referred to as "Tata AIG"), hereby agrees to provide insurance to the Company during the cover period as stated in this Policy Document.

1. DEFINITIONS

As used in this Policy, the following terms shall have the respective meanings set forth below:-

Accidental Damage – means any sudden, unintentional and unexpected damage to an Insured Product caused by an external means other than Liquid that results in the Insured Product not being able to function in its intended manner of Normal Use.

Act of God - An Accident or Event resulting from natural causes, without human intervention, and one that could not have been prevented by reasonable foresight or care. For the purpose of this Policy Act of God includes Lightning, Earthquake, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood & Inundation, Volcanic Eruption or other convulsions of nature.

Assistance Service Provider (ASP) refers to an organization, or company or person that a product manufacturer has deemed qualified to service products covered under the manufacturer's warranty.

Breakdown – means the mechanical, electronic and/or electrical defects and/

or failure of an Insured Product that cause it to not function in its intended manner

Burglary - An Act involving the unauthorized entry to or exit from Customer Home/premises or attempt there at by unexpected, forcible, visible and violent means, with the intent to commit an Act of Theft.

Call out charges – Charge payable to arrange for the repair technician to visit the premises where the Insured Product has been installed.

Carry - in basis – The Insured Product has to be carried / transported to the designated repair centre by the Customer at their cost

Commercial usage – means usage for the purpose of generating profit.

Customer - means the person / entity who has purchased the Service Contract from the Company and whose name appears on Service Contract.

Company – means the policyholder as mentioned in the Policy schedule.

Covered Breakdown – Breakdown covered by the Manufacturer's Warranty / Guarantee during the Manufacturer's Warranty / Guarantee period. The Covered Breakdown will vary for each Insured Product in accordance with the Manufacturer's Warranty / Guarantee for the said Insured Product.

Cover Period – means the risk start date and end date as detailed in Contract Period mentioned on the Service Contract.

Deductible - means the amount which

shall be deducted in respect of each and every claim made under the Policy. Tata AIG's liability to make any payment under the Policy is in excess of the Deductible opted.

Depreciation - means the reduction in the value of an Insured Product over time, due to use, wear and tear or obsolescence as specified in the Policy Schedule.

Domestic Staff means any person employed solely to carry out domestic duties associated with the Customer's Home, but does not include any person employed in any capacity in connection with any Business, trade or profession other than incidental business.

Electrical / Electronic Products - Includes Products such as T.V. & Home Theatre, Laptop, Desktop, Mobile, Tablet, Camera, Printers & Scanners, Washing Machines, Refrigerators, Air Conditioners, Microwave Ovens or any other similar Products that may be included from time to time.

Family - Insured Person, Insured Person's Spouse, Children and any other person who resides with Insured Person without paying a commercial rent.

In home basis - The repair technician will visit the premises where the Insured Product has been installed to provide the repair service.

Insured Product - means a physical object which is described in the Policy Schedule.

Liquid Damage - means any unintentional damage caused to the Insured Product by an accidental spill of liquids in/on the

Insured Product that results in it not being able to function in its intended manner of Normal Use.

Manufacturer's Warranty / Guarantee - The original warranty / guarantee given by the respective Manufacturer in respect of an Insured Product.

Manufacturer's Warranty / Guarantee Period - The uninterrupted period of the Manufacturer's Warranty / Guarantee cover as stated on the original official Manufacturer's Warranty / Guarantee certificate or publication.

Normal Use - Use of the Insured Product in accordance with the manufacturers guidelines for Product usage including but not limited to regular maintenance & upkeep of the Insured Product

Official Channels - Manufacturer, Manufacturer's subsidiary company, Original Equipment Manufacturer (OEM), sellers, distributors, e-commerce players, Brand Marketers, Authorized Dealer / Distributor appointed by the Manufacturer or its subsidiary located within India and independent Extended Warranty service providers.

OEM - means the Original Equipment Manufacturer, involved in the manufacture and production of the Insured Product.

Policy - means this Service Contract Liability Insurance Policy which the Company, have purchased from Tata AIG, to indemnify against claims made on Service Contract purchased by the Customer

Replacement value - It represents the cost of replacement of the Insured Product by new.

Service Contract – means the Service Contract offered by Company to its Customer, subject to the terms and conditions set out in the Service Contract.

Theft - An act of directly or indirectly and illegally permanently depriving Insured Person and/or Insured Person's Family of the possession of the Insured Product by any person by violent or forceful means or otherwise.

We, Us, Our, Tata AIG – means Tata AIG General Insurance Company Limited.

You, Your, Company- means the policyholder, Company.

2. PERIOD

This Policy begins at 00:01 hrs. on _____ and will expire at 24:00 hrs. on ____.

3. TERRITORIAL LIMITS

This Policy applies only to Insured Products which are purchased and repaired within India.

4. COVERAGE

4.1 Extended Warranty

Coverage provided under this Section is in respect of the Breakdown of the Insured Product to the extent provided in the manufacturer's written warranty. The Extended Warranty liability starts at the end of the Manufacturer's Warranty period of the Insured Products for which a Service Contract has been offered, unless any Service Contract is earlier terminated pursuant to the terms of the Service Contract.

Food spoilage loss that results from a covered breakdown of a refrigerator, freezer, or equipments of similar nature up to the specified amount stated in the Policy schedule during the Cover Period is also covered.

The Service Contract may only be purchased within a specified period of purchase of an Insured Product, as mentioned in the Policy schedule and is only valid if:

- 1) The Insured Product is manufactured in India or is legally imported in India and sold through Official Channels supported by an invoice and Manufacturer's Warranty / Guarantee.
- 2) The Insured Product is purchased new and is supported by Manufacturer's Warranty / Guarantee of duration specified in the Policy schedule
- 3) Manufacturer's Warranty / Guarantee remains valid throughout its validity period.

Exclusions specific to this Section

- a) Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty.
- b) Accessories used in or with the Insured Product or Prototypes unless specifically mentioned as covered.
- c) Replacement of any consumable item or accessory unless specifically mentioned as covered. These include, but are not limited to:- plugs, fuses, batteries, light bulbs, light covers, cables, filters, attachments, belts, toner, ribbons, drums, tapes or

- software, and add-on options incorporated in an Insured Product for which the Service Contract was purchased
- d) Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and de-scaling unless specifically mentioned as covered.
 - e) Damage resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current unless specifically mentioned as covered.
 - f) Cost of removal or re-installation of the Insured Product unless specifically mentioned as covered.
 - g) Problems or defects not covered under the original Manufacturers Warranty/ Guarantee.
 - h) Batteries, internal or external to the Insured Product unless specifically mentioned as covered.
 - i) Destruction, loss of functionalities or breakdowns caused by computer virus or cyber attack
 - j) Recalls or modifications to the Insured Product.
 - k) Costs arising as a result of failure to follow the manufacturer's instructions.
 - l) Costs arising from incorrect installation, modification or maintenance.
 - m) Costs if no fault is found with the Insured Product.
- n) Costs arising from being unable to use the Insured Product or from damage which results from the Breakdown of the Insured Product.
 - o) Commercial usage, unless specifically mentioned as covered in Policy Schedule.
 - p) Use of batteries, charger and / or accessories not approved by the manufacturer, incorrect electrical leads or connection.
 - q) Failure due to damage from external causes including third party actions, fire, theft, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, hail, earthquake, flood, water, acts of god or consequential loss of any nature, unless specifically mentioned as covered in Policy Schedule.
 - r) Any claims series shall not be covered by this Policy. A claims series event is defined as several equal or similar claims due to the same cause, including but not limited to the same fault, negligent act, error or omission in design or supervision.
 - s) Insured Products with a serial number that have been altered, defaced or removed, or have been modified to alter their functionality or capability without the written permission of manufacturer.

4.2 Burglary and Theft

Coverage provided under this Section is in respect of loss or damage of the Insured Product due to Burglary or Theft within the Cover Period. We will pay as provided

under Section 8: Basis of Claim Settlement.

Exclusions specific to this Section:

We will not be liable for and no indemnity is available hereunder in respect of:

- a) any consequential losses, or any loss or damage caused by actual or attempted Burglary and/or theft where the Insured or any member of the Insured Person's Family is or their Domestic Staff is / are alleged to be involved or implicated;
- b) any loss or damage caused by use of the key to the insured premises or any duplicate thereof belonging to the Insured Person, unless such key has been obtained by assault or violence or any threat thereof.
- c) Any loss of insured product owing to a Theft or Burglary from the premises in which the Insured Person resides if left unoccupied for more than 30 days.
- d) Any Unexplained Loss/Damage/ Disappearance of the Insured Product.
- e) Any loss or damage due to Misplacement of Insured Product.
- f) Theft from any vehicle except vehicle of fully enclosed type having all the doors, windows and any other openings securely locked and properly fastened.

4.3 Accidental Damage and Liquid Damage

Coverage provided under this Section is in respect of loss or damage to the Insured Product due to any Accidental Damage

and / or Liquid Damage during the Cover Period. We will pay as provided under Section 8: Basis of Claim Settlement.

Exclusions specific to this Section:

We will not be liable for and no indemnity is available hereunder in respect of:

- a) Loss or damage caused by incorrect storage, poor maintenance, willful negligence, incorrect installation, incorrect set-up, unless the Assistance Service Provider would confirm otherwise with due substantiation
- b) Any loss to ancillary products even if it results into complete stoppage of working unless specifically mentioned as covered.
- c) Damage caused by operating the Insured Product outside the permitted or intended uses described by manufacturer or service (including upgrades and expansions) performed by anyone who is not an Assistance Service Provider (ASP).
- d) Insured Products with a serial number that have been altered, defaced or removed, or have been modified to alter their functionality or capability without the written permission of manufacturer.
- e) Cosmetic damage to the Insured Product including but not limited to scratches, dents and broken plastic on ports, provided the said damages do not affect normal functionality of the Insured Product.
- f) Damage to or loss of any software or data residing or recorded on or

malware in the Insured Product.

- g) Any loss if the ownership of the Insured Product is transferred.
- h) Damage caused by any process of cleaning, dyeing or bleaching, restoring, servicing, preventative maintenance, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
- i) Loss or damage due to misplacement, misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the Insured Product.
- j) Any type of self-repair or attempted self-repair.
- k) Intentional overloading of the instrument. Loss or damage due to any experiments or tests and/ or alterations resulting into any abnormal conditions.
- l) Cost of Replacement of Battery unless caused by an accidental or liquid damage to the Product
- m) Any loss or damage to accessories/ remote(s) used in connection with the item(s) that were not supplied at the time of purchase of the item(s).
- n) Any loss or damage caused to the Insured Product whilst in transit for any service, repair or replacement to any entity other than those authorized by the manufacturer or the Company or Us.
- o) Insured Products with a serial number

that have been altered, defaced or removed, or have been modified to alter their functionality or capability without the written permission of manufacturer.

- p) Any claims related to products that have been recalled by the manufacturer or any loss to the extent covered by any other insurance.

4.4. Fire and Act of God Perils

Coverage provided under this Section is in respect of loss or damage to the Insured Product caused by Fire and Act of God Perils during the Cover Period. We will pay as provided under Section 8: Basis of Claim Settlement.

Exclusion specific to this section:

- a) Loss or damage caused by over-running, excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity from whatever cause.

5. VALUE ADDED SERVICE (Not Applicable for 4.2 Burglary and Theft)

- A. **Pick Up and Drop Service:** The Company at its discretion may opt for Pick Up and Drop Service for its Customers for the Insured Products as specified in the Policy Schedule. As soon as the Assistance Service Provider is notified, by the Company/ Customer, the Assistance Service Provider will arrange for the service from Customer's location
- B. **Preventive Maintenance Service:** The Company at its discretion may opt for Preventive Maintenance Service

for its Customers for the Insured Products as specified in the Policy Schedule. As soon as the Assistance Service Provider is notified, by the Company/Customer, the Assistance Service Provider will arrange for the service at the Customer's location. Preventive Maintenance Service for the purpose of this section refers to the periodic routine maintenance of the Insured Product in order to maintain/improve the performance and safety of the Insured Product and prevent/reduce any unexpected equipment failure.

Disclaimer of Liability Pertaining to Value Added Services Under the Policy,

- Availing the services under this Policy is purely upon the Company/Customer's sole discretion and risk.
- Tata AIG is not responsible for cost of services arranged by the Assistance Service Provider on behalf of Company/Customer.
- Tata AIG is not responsible for the incremental cost or additional services arranged by the Assistance Service Provider.
- Tata AIG shall not be liable for any deficiency or discrepancy in the services provided by the Assistance Service Provider.
- Tata AIG shall not be liable for any actions, claims, demands, losses, damages, costs, charges and expenses which the Company/Customer claims to have suffered, sustained or incurred, by way of and /

or on account of the service provided by the Assistance Service Provider. In case Tata AIG or the Assistance Service Provider is unable to implement , in whole or in part due to Force Majeure , non-availability of Services, change in law, rule or regulations which effects the Services, or if any regulatory or governmental agency having jurisdiction over a party takes a position which effects the services , then the Assistance Services' suspended, curtailed or limited performance shall not constitute of Breach of Contract and Tata AIG or the Assistance Service Provider shall have no liability whatsoever including but not limited to any loss or damage resulting therefrom

6. GENERAL EXCLUSIONS:

- a) Non-operating and cosmetic damage to the Insured Product, such as damage to paintwork, Insured Product finish, dents or scratches.
- b) Normal wear and tear of items not integral to the functioning of the Insured Product.
- c) Damage caused by unauthorized repair, including abuse, misuse, sand, dust, negligence, corrosion, battery leakage, animal or insect infestation or intrusion.
- d) Reception or transmission problems resulting from external causes.
- e) Damage/failure caused before or during Insured Product delivery unless specifically mentioned as covered.

- f) The cost of repairing, restoring or reconfiguring computer software.
- g) We will not be responsible for any consequential or incidental damages arising from the use or loss of use of the Insured Product.
- h) Loss or damage to Insured Product due to moisture where there is no physical ingress of water and loss
- i) War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- j) Loss or damage directly or indirectly caused by ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- k) Loss or damage caused by pollution or contamination.

7. NOTIFICATION OF CLAIM:

If an event occurs that may give rise to a claim under this Policy, or there are circumstances that are likely to give rise to a claim, Company/Customer must inform Tata AIG immediately, and, in any case by way of written intimation or by registered post not later than 7 days from the occurrence of the loss or the event giving rise to the claim.

If Company/Customer do not give such notice on time, Tata AIG may refuse to

pay claim, however, Tata AIG may waive this condition, if Tata AIG is satisfied that by reason of extreme hardship it was not possible to give such notice on time.

Company can send the claim notification to Tata AIG's office address mentioned below or call at 24x7 Toll free number or email Tata AIG at the email id provided below:

Tata AIG General Insurance Company Limited.

15th Floor, Tower A, Peninsula Business Park, GK Marg, Lower Parel Mumbai, Maharashtra, INDIA 400 013

24X7 Toll Free No: 1800 266 7780/ 1800 11 9966

Fax: 022 6693 8170

Email: customersupport@tataaig.com

Company must provide Tata AIG with all relevant information, documentation and also any other assistance that may reasonably be required to enable Tata AIG or independent surveyors or Tata AIG's representatives to investigate any claim and/or to establish to Tata AIG's reasonable satisfactions that a loss of the amount stated has occurred under this Policy.

Indicative list of Claim Documents for **Section 4.2 Burglary and Theft** and **Section 4.4 Fire and Act of God Perils**

- i. Claim form
- ii. Fire Brigade report (Fire claims)
- iii. Police Panchnama / Police report (Fire claims)
- iv. Repair / reinstatement quotations and bills

- v. Address proof
- vi. Police FIR (Theft / Burglary / Riot and Strike claims)
- vii. Invoices supporting the claim value
- viii. Photos of damaged assets
- ix. Inspection / service reports from authorized service centre/Assistance Service Provider
- x. Copy of original purchase invoices
- xi. Repair / replacement quotations and bills from authorized service centre/ Assistance Service Provider
- xii. EFT mandate and cancelled cheque copy
- xiii. KYC documents for claims of Rs 1 Lakhs and above.
- xiv. Any other document required by the surveyor or Tata AIG.

Claim Payment

- In the event the claim is not settled within 30 days as stipulated above, the insurer 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 insurer till the date of actual payment.
- All Claims will be settled in accordance with the applicable regulatory guidelines, including IRDAI (Protection of Policy holders Interests Regulation), 2017

8. BASIS OF CLAIM SETTLEMENT:

(i) Limits of Liability

1. **Total Loss/ Constructive Total Loss** – Tata AIG's liability for Total Loss/Constructive Total Loss shall in no event exceed the lower of:

- a. the original purchase price paid for the Insured Product, or
- b. the current retail price of the Insured Product, or
- c. the current retail price of a product of similar specification and like functionality in case same insured product is not available, or
- d. the Sum Insured as mentioned in the Policy Schedule,

subject to Deductible and/or Depreciation and/or Salvage Value as mentioned in the policy schedule.

Constructive Total Loss is when the cost of repair of the Insured Product is equal to or more than the specified percentage of the Sum Insured as mentioned in the Policy Schedule.

2. **Per Repair** - In the event of partial loss or damage to any Insured Product, We will pay the actual and reasonable cost of repair and/or replacement of parts lost/damaged to restore it to its condition immediately prior to the event that gave rise to the claim under the Policy. Depreciation/Deductible/Salvage value where applicable and as mentioned in the Policy Schedule will be deducted. Our maximum liability to pay will not exceed the sum insured during the Cover Period.

3. **Aggregate** – The total of all benefits paid or payable during the Cover Period

towards any particular Insured Product covered under this Policy shall not exceed the amount as mentioned in the Policy Schedule or the lower of:

- a. the original purchase price paid for the Insured Product, or
- b. the current retail price of the Insured product, or
- c. the current retail price of a Product of similar specification and like functionality, or
- d. the Sum Insured as mentioned in the Policy Schedule,

4. Maximum Number of Repair Visits – Unlimited

For 4.1 Extended Warranty, this covers the cost of Parts, Labour and Call out charges (where applicable) on non-portable Products subject to applicable Deductible and/or Depreciation and/or Salvage Value as mentioned in the Policy schedule. Coverage will be provided on a Carry – in basis, or on an In home basis. The Company will be advised which coverage is provided when the Company reports the failure/claim.

9. Tata AIG shall make the payment of claim that has been admitted as payable under the Policy within 30 days of submission of all necessary documents and information and any other additional information required for the settlement of the claim.
10. All claims will be investigated (as required) and settled in accordance with the applicable regulatory guidelines, including but not limited to the IRDAI (Protection of Policyholders Interests) Regulations, 2017.

11. OUR RIGHT TO RECOVER PAYMENT (SUBROGATION)

Unless specifically and separately stated in the Policy Schedule, the Company shall at the expense of Tata AIG do and concur in doing and permit to be done all such acts and things that may be necessary or reasonably required by Tata AIG for the purpose of enforcing any right and remedies or obtaining relief or indemnity from other parties to which Tata AIG shall be or would become entitled or subrogated upon Tata AIG paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the insured indemnification by the Company.

Any amount We recover from other parties, will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.

12. REPRESENTATIONS

By acceptance of this Policy, the Company confirms that all statements made and data supplied by the Company in connection with the underwriting of this Policy are true and correct and that the Company understands that this Policy is issued in reliance upon the truth and accuracy of those statements and data.

13. CANCELLATION AND TERMINATION OF POLICY / SERVICE CONTRACT:

Cancellation of Policy by Company

Company may cancel this Policy any time by giving minimum of 15 days notice. Upon cancellation of this policy, Tata AIG shall

cease to insure Company for liability under Service Contract offered by Company after the cancellation date, but the provisions of this Policy shall continue to govern the respective rights and obligation of the parties hereto in relation to each outstanding Service Contract offered by Company prior to the date of cancellation until such Service Contract terminates in accordance with its terms.

Cancellation of Policy by Tata AIG

Tata AIG may cancel this Policy any time by giving Company 15 days notice. There would be no refund of premium on cancellation on grounds of misrepresentation, fraud and non-disclosure of material facts. Tata AIG reserves the right to recover Claims paid, if any under the policy prior to cancellation.

Cancellation of Service Contract

If the underlying Service Contract between the Company and its Customer is cancelled during the currency of the Contract, the Company will be eligible for refund from the date of cancellation as under. However, if claim has been paid or reported on any Service Contract before the cancellation date then no refund of premium will be given on such Contract.

Date of cancellation	Refund Amount
Prior to inception of Company's liability under the underlying Service Contract	Full Refund of premium
Post inception of Company's liability under the underlying Service Contract	Prorata to time

14. EFFECT OF TERMINATION

Upon termination of this policy, TATA AIG shall cease to insure Company after the termination date, but the provisions of this Policy shall continue to govern the respective rights and obligation of the parties hereto in relation to each outstanding Service Contract offered by Company prior to the date of termination until such Service Contract terminates in accordance with its terms.

15. NOTICES

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

16. GOVERNING LAW

This Policy shall be governed by, and construed in accordance with, the laws of India.

17. JURISDICTION

This Policy is subject to the exclusive jurisdiction of the Courts of India.

18. ARBITRATION

If any dispute or difference shall arise as to the quantum to be paid by the Policy, (liability being otherwise admitted) such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by the parties here to or if they

cannot agree upon a single arbitrator within thirty 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 the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended from time to time

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

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

REDRESSAL OF GRIEVANCE

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

We are committed to extend the best possible services to you. However, if you have any complaints or grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

1. Email the customer service desk at customersupport@tataaig.com or call our 24X7 Toll free number 1800-266-7780. After examining the issue, We will send our response within 10 days from the date of receipt

of the complaint by us. In case the resolution is likely to take longer time, We will inform you of the same through an interim reply.

2. Escalation Level 1- In case you do not receive a resolution within 10 days or if the resolution still does not meet your expectations, You can write to manager.customersupport@tataaig.com. We will send our response within a period of 8 days from the date of receipt at this email id.
3. Escalation Level 2- In case You do not receive a resolution within 8 days or if the resolution still does not meet your expectations, you can write to Head - Customer Services at head.customerservices@tataaig.com. We will send You our final response within 7 days from the date of receipt of your complaint on this email id.
4. Ombudsman- If You do not receive a response from us within one month or are not satisfied with our reply, You may approach the nearest Insurance Ombudsman under the Insurance Ombudsman Scheme.

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List of Insurance Ombudsman

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, Chattisgarh
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 Puducherry Town and Karaikal (which are part of Puducherry)

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Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
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.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

SERVICE CONTRACT LIABILITY INSURANCE POLICY- COMMERCIAL



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Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
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
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, 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

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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

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 prospectuses or tables of the insurer.

2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

Section 64 VB of the Insurance Act 1938:

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