Auto Secure - Drive Protect Policy
Brochure

Preamble:

Tata AIG General Insurance Company Limited **(the Company, We, Our, or Us)** will provide the insurance described in this **Policy** and any **Endorsements** to the **Policy**, to the **Insured Person** detailed in the **Policy Schedule/Certificate**, including in reliance upon the statements contained in the Proposal / Enrollment Form, which shall be the basis of this **Policy** and are deemed to be incorporated herein, in consideration for the receipt of the Premium in full and in compliance with all the applicable terms, conditions and exclusions of this **Policy**.

The insurance provided under this **Policy** is in force for the **Policyholder / Insured Person** / occupants/ driver for the **Policy / Cover Period** specified in the **Policy Schedule / Certificate** up to the sum insured set in the **Policy Schedule** /**Certificate**. **Our** liability in aggregate during the **Policy / Cover period** shall be limited to sum insured as specified in the **Policy Schedule**/ **Certificate** for persons not exceeding the maximum licensed seating capacity of the **Vehicle**.

Section I: Definitions:

The terms defined below and at other junctures in the **Policy** have the meanings ascribed to them wherever they appear in this **Policy** and, where appropriate, references to the singular include references to the plural; references to the male include the female and third gender, references to any statutory enactment include subsequent changes to the same:

1. **Accident** means sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Bodily Injury** means accidental physical bodily harm, excluding illness or disease, solely and directly caused by external, violent, visible and evident means which is verified and certified by a **Medical Practitioner**.
3. **Certificate** means the Certificate of Insurance setting forth the details of the **Insured Person**, sum insured, **Vehicle** details and the **Cover Period**.
4. **Companion** means one's spouse; children; siblings; parents; parents-in-law; legal guardian, who reside in the same address as the **Insured person**.
5. **Cover Period** means the time during which this Cover is in effect. Such period commences from the cover start date and ends on cover end date as set forth in the **Certificate**.
6. **Hospital** means any institution established for in-patient care and day care Treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:
    i. has qualified nursing staff under its employment round the clock;

ii. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
iii. has qualified **Medical Practitioner**(s) in charge round the clock;
iv. has a fully equipped operation theatre of its own where surgical procedures are carried out;
v. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;

7. **Insured Person** means the person/customer who has purchased this **Policy** or who has been enrolled in the **Policy** by **Policyholder** and whose name appears on the **Policy Schedule / Certificate**
8. **Medical Expenses** means those **Medically Necessary** expenses that an **Insured Person** has necessarily and actually incurred for medical treatment on account of **Accident** on the advice of a **Medical Practitioner**, as long as these are no more than would have been payable if the **Insured Person** had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
    - **Treatment** in a **Hospital** at the place the **Insured Person** is staying at the time of occurrence of an insured event.
    - **Medically Necessary:** charges towards
        - ICU Charges- ICU (Intensive Care Unit) Charges means the amount charged by a **Hospital** towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges.
        - Surgical Treatment Expense - Surgical Treatment Expense means operation room charges, surgeon's fees, cost of implants/appliances and anesthetist's fees.
        - **Hospital** Room Rent and Boarding expenses – means and includes a) Room rent and b) general nursing care provided and charged by the **Hospital**.
        - Emergency Room services - means services provided to a patient in an emergency room and charged by the hospital
        - Physician consultation charges – Fees charged for Physician's consultation visit.
        - Diagnostic Tests- laboratory and/ or radiological examination tests including but not limited to clinical pathology, histopathology, x-ray, ultrasonography, CT scan, MRI scan.
        - Ambulance Service – means cost of medical transportation fees and services.
        - Pharmacy - pharmacy and consumable expenses
        - Miscellaneous Expenses – Medical Expenses for services and supplies which are not part of any other above given heads.
9. **Medical Practitioner** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.
10. **Policy** means the contract of insurance including but not limited to **Policy Schedule**, Endorsements, Policy Wordings Annexures etc., as applicable.
11. **Policy Schedule** means schedule attached to and forming part of this **Policy** mentioning the details of the **Insured Person**, **Vehicle**, **Policy Period** and the limits, conditions, warranties to which the coverages under the **Policy** are subject to, including any annexure and/or endorsements.
12. **Policyholder** means the name of the entity appearing as such in the **Policy Schedule/Certificate**
13. **Policy Period** means the time during which this **Policy** is in effect. Such period commences from the commencement date and ends on the expiry date as set forth in the **Policy Schedule**.

14. **Vehicle** means Two-Wheeler, as specified **Policy Schedule/ Certificate**, owned by the **Insured Person** and is meant for personal use only.
15. **Wall mounted charger** means charging equipment which is fixed at a particular place and is provided by the Manufacturer of the **Vehicle** for charging the traction battery or which is as per specification provided by such Original Equipment Manufacturer of the **Vehicle**.
16. **We, Us, Our, the Company** means Tata AIG General Insurance Company Limited

Section II: Scope of Coverage

This Policy Wording provides detailed terms, conditions and exclusions for all covers available under this Product. Each cover may be opted for independently or in combination with one or more other covers, subject to payment of the applicable premium. Kindly refer to the **Policy Schedule/ Certificate** to know exact details of covers opted. Only Wordings related to covers opted and mentioned in your Policy Schedule / Certificate are applicable.

A. Key Replacement

A.1. What is Covered:

a. Key Replacement – **We** will reimburse **Insured Person** for the cost of replacing **Vehicle** keys which are lost or stolen.
b. Break-in Protection – **We** will reimburse **Insured Person** for the cost of replacing **Vehicle's** locks and keys if **Vehicle** is broken into. The covered costs include the labor cost for replacing the lock.

A.2. What is not covered:

a. The cost to replace keys for vehicles that the **Insured Person** does not own or use for personal purposes.

A.3. Coverage Conditions:

For break-in protection claims, **Insured Person** must provide an official police report that confirms the incident happened within the **Policy** / **Cover Period** .

B. Wall Charger Protect

B.1. What is covered:

We will pay up to the Sum Insured as opted by **Insured Person** and mentioned in **Policy Schedule/ Certificate**, for the loss or damage to the **wall mounted charger** and/or charging accessories during the **Policy** / **Cover Period**, caused by:

i. Fire, explosion self-ignition or lightning
ii. Burglary, housebreaking or theft
iii. Riot and strike
iv. Earthquake (Fire and Shock Damage)
v. Flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost
vi. Accidental external means
vii. Malicious act
viii. Terrorist activity
ix. Landslide, rockslide.

Cost of re-installation of replaced **wall mounted charger** will also be covered.

B.2. What is not Covered:

a. This cover shall be applicable to Electric Vehicles/ Plug-In Electric Vehicles

b. Loss or damage covered under manufacturer warranty; recall campaign or forming part of maintenance/preventive maintenance and/or due to neglect of periodic maintenance as specified by the manufacturer
c. If the damaged **wall mounted charger** and/or charging accessories are not repaired by OEM authorized personnel
d. Any loss or damage that results from manufacturing defects or operating methods other than those mentioned in the owner's manual or use beyond the limitations as specified by manufacturer.
e. Any loss or damage to accessories/attachments not supplied as Original Equipment fitments or are not as per OEM/manufacturer specification /configurations.
f. Inconsequential aspects such as noises, vibrations, heating that do not affect function or performance
g. Any Public and/or Third party liability for bodily injury and/or death and/or property damage arising out of wall mounted and/or charging accessories
h. Any loss or damage if the charging station or accessories is used for charging any device other than the **Vehicle**.
i. Where **wall mounted charger** or charging accessories are used for commercial or Hire or Reward purpose.
j. Any loss or damage due to normal wear and tear, improper usage or fitment of charger and/or related accessories.
k. Any loss or damage due to power outages, surges or dips, or any improper voltage or current supplied.

B.3. Coverage Conditions:

a. **Wall mounted charger** must be separately declared to and accepted by **Us** for insurance under this Policy and is identifiable by a unique charger serial number
b. **Wall mounted charger** and accessories should be compliant with the safety standard norms issued by the Government of India.
c. **Insured Person** must take all reasonable steps to avoid loss or damage to the **wall mounted charger** and/or charging accessories.
d. It is a condition precedent to any claim of the Company under this cover that the **Insured Person** shall, upon request, provide satisfactory evidence of the charger's serial number and purchase invoice

C. Accidental Medical Expenses

C.1. What is covered

a. If **Insured Person** and/or driver and/or occupants of the **Vehicle** specified in the **Policy Schedule/ Certificate** sustain **Bodily Injury** caused by an **Accident** whilst driving or travelling in or mounting or dismounting from the **Vehicle**, during the **Policy** / **Cover Period**, that requires treatment to be taken in **Hospital**/ Nursing Home , then **We** shall reimburse the **Medical Expenses** incurred up to the sum insured as specified in the **Policy Schedule/ Certificate**.
b. **We** will also pay the cost of supporting items, such as crutches, wheelchair, artificial limbs, etc, which become necessary after such **Accident** and is prescribed by the **Medical Practitioner**, up to a maximum amount of Rs. 5,000 or 5% of the sum insured opted by **Insured Person**, whichever is less, provided that claim is admitted under Section II.C.1.a
c. Such **Medical Expenses** will be covered on a floater basis i.e., in aggregate for **Insured Person** and/or driver and/or occupants up to the sum insured as mentioned in the **Policy Schedule**/ **Certificate** during policy year.

C.2. What is not covered:

C.2.i. Any physiotherapy treatment.

C.2.ii. Any expense not supported by an original and valid bill / receipt and related prescription of the attending Medical Practitioner / Hospital / Nursing Home.

C.2.iii. Expenses, if the treatment is started after 5 days from the date of Accident

C.2.iv. Any expense arising or resulting from or traceable to intentional self-injury, suicide or attempted suicide, physical defect or infirmity.

Section III: Exclusions:

We shall not be liable under this policy in respect of

1. Any expense arising or resulting from or traceable to an **Accident** happening whilst under the influence of intoxicating liquor or drugs.
2. Any accidental loss or damage and/or liability caused sustained or incurred outside the Geographical Area (India).
3. Any claim arising out of any contractual liability.
4. Any accidental loss or damage and/or liability caused sustained or incurred whilst the **vehicle** is
    - being used otherwise than in accordance with the 'Limitations as to Use' as stated under vehicle insurance policy or
    - 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 under vehicle insurance policy
5. Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from or any consequential loss.
6. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation 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
7. Any accidental loss or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material;
8. Any accidental loss 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.

Section IV: General Terms and Conditions:

A. Conditions precedent to contract

1. 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 Person** and the truth of the statements and answers in the said proposal shall be condition precedent to any liability of **the Company** to make any payment under this policy.
2. This **policy** shall be available to **Insured Person** who possess an active Vehicle Insurance Policy covering the **Vehicle** mentioned in the **Policy Schedule/ Certificate**

3. Nominee details are mandatory for this Policy. Please provide nominee details in Proposal /Enrolment form.

B. Conditions during the contract

1. Duties and Obligations after Occurrence of an Insured Event

i. Notice shall be given in writing to **the Company** immediately upon the occurrence of any accidental loss and in the event of any claim and thereafter the **Insured Person** 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 Person**.

ii. Notice shall also be given in writing to **the Company** immediately to the **Insured Person** 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.

iii. In case of criminal act which may be the subject of a claim under this policy the **Insured Person** shall give immediate notice to the police and co-operate with **the Company** in securing the conviction of the offender.

iv. No admission offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured Person** 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 Person** the defence or settlement of any claim or to prosecute in the name of the **Insured Person** 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 Person** shall give all such information and assistance as **the Company** may require.

2. Fraud:

We will not be liable to pay under this **Policy** if any established fraud is noted at the time of claim or otherwise, whether by **Insured Person** or anyone acting on behalf of **Insured Person**, and **Policy** will be void ab-initio without any premium refund.

3. Policy cancellation

I. Cancellation by Us

We may cancel this **Policy** any time during the **Policy Period** by giving minimum 7 days' notice on the grounds of established fraud. Upon cancellation of the **Policy**, **We** shall cease to insure **Insured Person/ Policyholder** for any liability under the **Policy** in respect of **Insured Person(s)** enrolled by **Policyholder** from the cancellation date, but the provisions of this **Policy** may continue to govern the respective rights and obligations of the parties hereto in relation to each outstanding **Certificate** issued by **Us** prior to the date of cancellation until such **Certificate** terminates in accordance with its terms.

II. Cancellation by Policyholder

Policyholder may cancel this **Policy** any time during the **Policy Period** by informing Us. Upon cancellation of this **Policy**, **We** shall cease to insure **Policyholder** for any liability under the **Policy** in respect of the **Insured Person(s)** enrolled by **Policyholder** from the cancellation date, but the provisions of this Policy shall continue to govern the respective rights and obligations of the parties hereto in relation to each outstanding **Certificate** issued by **Us** prior to the date of cancellation until such **Certificate** terminates in accordance with its terms.

III. Cancellation by Insured Person

Insured Person may cancel **his** coverage under this **Policy/Certificate** at any time for any reason effective immediately and may be entitled to a pro rata refund based on the percentage of unexpired period remaining on **Policy/Cover Period**.

If **Insured Person** have already made a valid and admissible claim under the **Policy/Cover**, then no refund will be due.

4. **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 liability, t**he Company** shall not be liable to pay or contribute more than its ratable proportion of any compensation cost or expense.

5. **Transfer of Insurance:**

   On transfer of ownership of the **vehicle** to individual client, this **Policy** will not be deemed to be transferred to new owner.

6. **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.

   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**.

C. Conditions when a claim arises

The **Insured Person** / claimant will intimate claim to **Us** via –

I. Call Centre:

- 24*7 Customer Support No – **022 6489 8282**
- Email - general.claims@tataaig.com
- Website – www.tataaig.com

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

Section V: Claims Procedure and Documents

A. Intimation & Assistance

Notice of claim must be given by **Insured Person** to **Us** immediately after an actual or potential loss begins or as soon as reasonably possible after actual or potential loss begins. **Insured Person** must keep the following information ready while calling the call centre:

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

B. Claim Notification and documentation:

It is a condition precedent to **Our** liability hereunder that written notice/evidence of claim and Completed claim forms must be given by **Insured Person** to **Us** as per the timelines and in the manner prescribed in the applicable regulations / guidelines issued by the IRDAI. Failure to furnish such intimation/ evidence within the time required shall not invalidate nor reduce any claim if **Insured Person** can satisfy **Us** that it was not reasonably possible for **Insured Person** to give proof within such time.

The **Insured Person** has to submit the following documents for making a claim with us:
For Section II.A

a. Duly completed and signed claim form
b. Purchase invoice or other proof of ownership of the **Vehicle**
c. FIR or police complaint in case of lost, stolen or unlawfully duplicated keys
d. All available original and duplicate keys
e. Repair/replacement estimate from the OEM-authorised dealer or service provider
f. Original invoice and proof of payment for replacement of keys, locks, locksets

For Section II.B

g. Duly completed and signed claim form
h. Purchase invoice or other proof establishing ownership of the charger and its linkage to the **Vehicle**
i. Photographs/videos of the damaged charger, charging accessories and installation location
j. Repair or replacement estimate and damage assessment report from the OEM, authorised dealer or authorised service provider
k. Original repair/replacement and reinstallation invoices, along with proof of payment
l. FIR, police report, Fire Brigade report, non-traceable report or electrical inspection report, depending on the nature of loss

For Section II.C

a. **Our** claim form, duly completed and signed
b. Original Bills (pharmacy purchase bill, consultation bill, diagnostic bill) and any attachments thereto like receipts or prescriptions in support of any amount claimed which will then become **Our** property.
c. Discharge Certificate from **Medical Practitioner** specifying date of start and completion of home care treatment (if applicable).
d. Prescriptions that name the **Insured Person**/ driver/ occupants and in the case of drugs: the drugs prescribed, their price and a receipt for payment.
e. Copy of settlement letter from other insurance company or third party administrator
f. Stickers and invoice of implants used during surgery
g. Copy of MLC (Medico legal case) records, if carried out and FIR (First information report) if registered, in case of claims arising out of an **Accident** and available with the claimant.

Note: The above list is only indicative. **Insured Person** may be asked for additional documents.

Kindly submit all the requested documents at the address mentioned below:

7th and 8th Floor, Romell Tech Park,
Cama Industrial Estate, Western Express Highway,
Goregaon (E), Mumbai, Maharashtra 400063

Section VI: Redressal of Grievance

*At TATA AIG, **We** strive to provide the best service to **Our** customers. If **Insured Person** is not satisfied and wish to lodge a complaint, please call **Our** 24*7 Customer Support No **022 6489 8282**, or email **Us** at customersupport@tataaig.com. **We** will investigate and respond within the regulatory turnaround time (TAT).*

Escalation Level 1

*If **Insured Person** do not receive a response or are not satisfied with the resolution, please contact **Us** at manager.customersupport@tataaig.com.*

Escalation Level 2

*If **Insured Person** still need assistance, reach out to the Head of Customer Services at head.customerservices@tataaig.com. **We** will provide **Our** final response within the regulatory TAT.*

*If **Insured Person** is still not satisfied after this process, **Insured Person** may approach the Insurance Ombudsman of concerned jurisdiction. **Insured Person** can also lodge a grievance on the Bima Bharosa Grievance Redressal Portal: https://bimabharosa.irdai.gov.in*

The updated details of the Insurance Ombudsman offices are also available at the IRDAI website www.irda.gov.in, or on the website of Governing Body of Insurance Council www.cioins.co.in.

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.

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".

Governing Law:

Any interpretation of this policy or issue relating to its construction, validity or operation shall be determined by the laws of India.

Disclaimer -

"Insurance is the subject matter of the solicitation". For more details on benefits, exclusions, limitations, terms & conditions, please refer sales brochure/ policy wordings carefully, before concluding a sale. The

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