

Policy  
Ordinance  
Words  
Words  
Words

Your  
Policy Wordings



AUTO  
SECURE



WITH YOU ALWAYS



## Policy Wordings

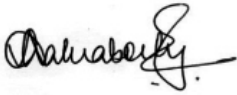
### Auto Secure - Private Car Package Policy

Tata AIG General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons detailed in the Policy Schedule 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 return for the payment of the required premium when due and compliance with all applicable provisions of this Policy.

The insurance provided under this Policy is only with respect to such and so many of the benefits upto the Sum Insured set in the Policy Schedule subject to the terms and conditions contained in this policy.

This Policy will only be in force if the Policy Schedule is signed by a person We have authorized.

For **Tata AIG General Insurance Company Limited**



**Atri Chakraborty**

Senior Vice President - Operations and Systems

**Tata AIG General Insurance Company Limited**

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IRDA of India Registration No.:108,

CIN: U85110MH2000PLC128425



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## **AUTO SECURE - PRIVATE CAR PACKAGE POLICY**

Whereas the Insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to TATA AIG GENERAL INSURANCE COMPANY LTD. (hereinafter called the Company) for the Insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such Insurance in respect of accidental loss or damage occurring during the Period of Insurance.

### **NOW THIS POLICY WITNESSETH:**

That subject to the Terms, Exceptions and Conditions contained herein or endorsed or expressed hereon;

### **SECTION I – LOSS OF OR DAMAGE TO THE VEHICLE INSURED**

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

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

- |    |   |     |
|----|---|-----|
| 1. | For all rubber/nylon/plastic parts, tyres and tubes, batteries and air bags                           | 50% |
| 2. | For fibre glass components  | 30% |
| 3. | For all parts made of glass   | Nil |
| 4. | Rate of depreciation for all other parts including wooden parts will be as per the following schedule |     |

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

AGE OF VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 year but not exceeding 3 years	15%
Exceeding 3 year but not exceeding 4 years	25%
Exceeding 4 year but not exceeding 5 years	35%
Exceeding 5 year but not exceeding 10 years	40%
Exceeding 10 years	50%

5. Rate of Depreciation for painting: In the case of painting, the depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of total painting charges for the purpose of applying the depreciation.
2. The Company shall not be liable to make any payment in respect of:
  - (a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages;
  - (b) damage to tyres and tubes unless the vehicle is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement. And
  - (c) any accidental loss or damage suffered whilst the Insured or any person driving the vehicle with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.
3. In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the insured but not exceeding in all Rs. 1500/- in respect of any one accident.
4. The insured may authorise the repair of the vehicle necessitated by damage for which the Company may be liable under this Policy provided that:
  - (a) the estimated cost of such repair including replacements, if any, does not exceed Rs. 500/-;
  - (b) the company is furnished forthwith with a detailed estimate of the cost of repairs;  
and
  - (c) the Insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

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

The Insured's Declared Value (IDV) of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of this Policy which is fixed at the commencement of each policy period for the insured vehicle.

The IDV of the vehicle (and accessories if any fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the vehicle insured at the commencement of insurance/renewal and adjusted for depreciation (as per scheduled below):

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

### THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

AGE OF VEHICLE	% OF DEPRECIATION FOR FIXING IDV
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 year but not exceeding 3 years	30%
Exceeding 3 year but not exceeding 4 years	40%
Exceeding 4 year but not exceeding 5 years	50%

IDV of vehicles beyond 5 years of age and of obsolete models of vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the insurer and the insured.

IDV shall be treated as the 'Market Value' throughout the policy period without any further depreciation for the purpose of Total Loss (TL) / Constructive Total Loss (CTL) claims.

The insured vehicle shall be treated as a CTL if the aggregate cost of retrieval and/or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

## SECTION II – LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the Insured in the event of an accident caused by or arising out of the use of the vehicle against all sums which the insured shall become legally liable to pay in respect of:
  - (i) death of or bodily injury to any person including occupants carried in the vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured.

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

- (ii) damage to property other than property belonging to the insured or held in trust or in the custody or control of the Insured.
- 2. The Company will pay all costs and expenses incurred with its written consent.
- 3. In terms of and subject to the limitations of the indemnity granted by this section to the insured, the Company will indemnify and driver who is driving the vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she was the insured observe fulfill and be subject to the Terms Exceptions and Conditions of this Policy in so far as they apply.
- 4. In the event of the death of any person entitled to indemnity under this Policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the Terms Exceptions and Conditions of this Policy in so far as they apply.
- 5. The Company may at its own option
  - (A) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy
  - and
  - (B) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

### **AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

### **APPLICATION OF LIMITS OF INDEMNITY**

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

### **SECTION III - PERSONAL ACCIDENT COVER FOR OWNER-DRIVER**

The company undertakes to pay compensation as per the following scale for bodily injury/death sustained by the owner-driver of the vehicle, in direct connection with the vehicle insured or whilst driving or

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

mounting into/dismounting from the vehicle insured or whilst travelling in it as a co-driver, caused by violent, accidental, external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of injury	Scale of Compensation
(i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
(iii) Loss of one limb or sight of one eye	50%
(iv) Permanent total disablement from injuries other than named above	100%

Provided always that

- A) compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 2 lakhs during any one period of insurance.
- B) No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self injury suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- C) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

This cover is subject to

- (a) the owner-driver is the registered owner of the vehicle insured herein;
- (b) the owner-driver is the insured named in this policy;
- (c) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

## GENERAL EXCEPTIONS

(Applicable to all Sections of the Policy)

The Company shall not be liable under this policy in respect of

1. Any accidental loss or damage and/or liability caused sustained or incurred outside the Geographical Area.
2. Any claim arising out of any contractual liability;
3. Any accidental loss or damage and/or liability caused sustained or incurred whilst the vehicle insured herein is

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings



- (a) being used otherwise than in accordance with the 'Limitations as to Use' or
  - (b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
4. (a) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
- (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self sustaining process of nuclear fission;
5. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material;
6. Any accidental loss or damage and/or liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss or damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

## **DEDUCTIBLE**

The Company shall not be liable for each and every claim under Section - I (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the Schedule.

## **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.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage 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 write summons and/or process or copy thereof shall be forwarded

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

to the Company immediately on receipt by the insured. 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. 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.

2. 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 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.
3. The Company may at its own option repair reinstate or replace the vehicle 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.
4. The Insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle 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.
5. The Company may cancel the policy by sending fifteen days notice by recorded delivery to the insured at insured's last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation 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 or the policy may be cancelled at any time by the insured on seven days notice by recorded delivery and provided no claim has arisen

during the currency of the policy, the insured shall be entitled to a return of premium less premium at the company's short period rates for the period the policy has been in force. Return of the premium by the Company will be subject to retention of the minimum premium of Rs. 100/- (or Rs. 25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

6. 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, the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation, cost or expense.
7. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute/difference and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

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

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

8. 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 conditions precedent to any liability of the Company to make any payment under this Policy.
9. In the event of the death of sole insured, this Policy will not

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

immediately lapse but will remain valid for a period of three months from the date of 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 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

**AutoSecure Endorsements** (attached to and forming part of Policy)

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

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

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this Policy, the insured named in the Policy will continue to be deemed as the owner-driver subject to compliance of provisions of the Policy relating to this cover.

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

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

#### **IMT6. LEASE AGREEMENT**

It is hereby understood and agreed that ..... [hereinafter referred to as the Lessors (refer Policy Schedule)] are the Owners of the vehicle insured and that the vehicle insured is the subject of a Lease Agreement made between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

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

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this Policy, the insured named in the Policy will continue to be deemed as the owner-driver subject to compliance of provisions of the Policy relating to this cover.

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

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

#### **IMT7. VEHICLE SUBJECT TO HYPOTHECATION AGREEMENT**

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

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this Policy, the insured named in the Policy will continue to be deemed as the owner-driver subject to compliance of provisions of the Policy relating to this cover.

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

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

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

### **IMT15. PERSONAL ACCIDENT COVER TO THE INSURED OR ANY NAMED PERSON OTHER THAN PAID DRIVER OR CLEANER**

In consideration of the payment of an additional premium it is hereby agreed and understood that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the insured person in direct connection with the vehicle insured or whilst mounting and dismounting from or traveling in vehicle insured and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in:

<b>Details of Injury</b>	<b>Scale of Compensation</b>
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii) Loss of one limb or sight of one eye	50%
iv) Permanent Total Disablement from injuries other than named above	100%

Provided always that:

- (1) Compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs... \*(refer Policy Schedule) during anyone period of insurance in respect of any such person.
- (2) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3) such compensation shall be payable only with the approval of the insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

\*The Capital Sum Insured (CSI) per passenger is to be inserted.

### **IMT16. PERSONAL ACCIDENT TO UNNAMED PASSENGERS OTHER THAN INSURED AND THE PAID DRIVER AND CLEANER**

**{For vehicles rated as Private cars and Motorised two wheelers (not for hire or reward) with or without side car}**

In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injuries hereinafter defined

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

sustained by any passenger other than the insured and/or the paid driver attendant or cleaner and/or a person in the employ of the insured coming within the scope of the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act and engaged in and upon the service of the insured at the time such injury is sustained whilst mounting into, dismounting from or traveling in the insured motor car and caused by violent, accidental, external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in;

Details of Injury	Scale of Compensation
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii) Loss of one limb or sight of one eye	50%
iv) Permanent Total Disablement from injuries other than named above	100%

Provided always that:-

- (1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of anyone occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs..... \*(refer Policy Schedule) during anyone period of insurance in respect of any such person.
- (2) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3) such compensation shall be payable only with the approval of the insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.
- (4) not more than ..... \*\* (refer Policy Schedule) persons/passengers are in the vehicle insured at the time of occurrence of such injury.

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

\* The Capital Sum Insured (CSI) per passenger is to be inserted.

\*\* The registered seating capacity of the vehicle insured is to be inserted.

#### **IMT17. PERSONAL ACCIDENT COVER TO PAID DRIVERS, CLEANERS AND CONDUCTORS**

In consideration of the payment of an additional premium, it is hereby understood and agreed that the insurer undertakes to pay compensation

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

on the scale provided below for bodily injury as hereinafter defined sustained by the paid driver/cleaner/conductor in the employ of the insured in direct connection with the vehicle insured whilst mounting into dismounting from or travelling in the insured vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in ;

Details of Injury	Scale of Compensation
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii) Loss of one limb or sight of one eye	50%
iv) Permanent Total Disablement from injuries other than named above	100%

Provided always that:

- (1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs.....\* (refer Policy Schedule) during any one period of insurance in respect of any such person.
- (2) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect of infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (3) such compensation shall be payable only with the approval of the insured named in the Policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

\*The Capital Sum Insured (CSI) per person is to be inserted.

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

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

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings



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

OR

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

and

- (b) the reasonable cost of fitting such parts,

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

#### **IMT20. REDUCTION IN THE LIMIT OF LIABILITY FOR PROPERTY DAMAGE**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the Policy the insurers liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property belonging to the insured or held in trust or in custody or control of the insured.

In consideration of this reduction in the limit of liability a reduction in premium of Rs. 100/- for Private Cars is hereby made to the insured.

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

#### **IMT22. COMPULSORY DEDUCTIBLE**

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

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

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

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

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

- (i) to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.
- (ii) in respect of a vehicle rated under the Tariff for Private Car and in respect of a motorised two wheeler not carrying passengers for hire or reward, if any deductible in addition to the compulsory deductible provided in this endorsement is voluntarily borne by the insured, the sum representing the aggregate of the compulsory and the voluntary deductibles is to be inserted.

#### **IMT 22A VOLUNTARY DEDUCTIBLE**

It is by declared and agreed that the insured having opted a voluntary deductible of Rs.\_\_\_\_ (refer schedule) a reduction in premium of Rs. \_\_\_\_ under Section 1 of the policy is hereby allowed.

In consideration of the above, it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs.....(refer policy schedule) or (any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no. 3 of this policy.

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

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

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

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

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

In consideration of the payment of additional premium of Rs.....(refer Policy Schedule) notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the insurer will indemnify the insured against loss of or damage to such electrical and/or electronic fitting(s) as specified in the schedule whilst it/these is/are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section 1 of the Policy. The insurer shall, however, not be liable for loss of or damage to such fitting(s) caused by/as a result of mechanical or electrical breakdown. Provided always that the liability of the insurer hereunder shall not exceed the Insured's Declared Value (IDV) of the item. Subject otherwise to the terms conditions limitations and exceptions of this Policy.

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

Notwithstanding anything to the contrary contained in the Policy it is

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

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

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

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

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

#### **IMT28. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE**

In consideration of an additional premium of Rs. 50/- notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the insurer shall indemnify the insured against the insured's legal liability under the Workmen's Compensation Act, 1923, the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that:

- (1) this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein "defined for insured's general employees;
- (2) the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;
- (3) in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the terms conditions limitations and exceptions of the Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

#### **IMT29. LEGAL LIABILITY TO EMPLOYEES OF THE INSURED OTHER THAN PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER WHO MAY BE TRAVELLING OR DRIVING IN THE EMPLOYER'S CAR.**

In consideration of the payment of an additional premium @ Rs. 50/- per employee insured notwithstanding anything to the contrary contained in

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

the policy it is hereby understood and agreed that the insurer will indemnify the insured against the insured's liability at Common Law and Statutory Liability under the Fatal Accidents Act, 1855 for compensation (including legal costs of any claimant) for death of or bodily injury to any employee (other than paid drivers) of the within named insured being carried in or upon or entering in or getting on to or alighting from or driving the vehicle insured.

Provided that in the event of an accident whilst the vehicle insured is carrying more than 5 employees of the insured (including the driver) the insured shall repay to the insurer a rateable proportion of the total amount payable by the insurer by the reason of this endorsement in respect of accident in connection with such vehicle insured.

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

## **Auto Secure – Private Car Package Policy Add On Covers**

### **TA01-Depreciation Re-imbursment**

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

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

We will pay you the amount of depreciation deducted on the value of parts replaced under own damage claim, lodged under section 1 (own damage) of the policy. We will pay for the first 2 claims reported to Us during the Period of insurance.

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

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

### **TA02-Daily Allowance**

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

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

We will pay You Daily Allowance as mentioned in the schedule to enable You to meet the cost of hired transport to reduce Your inconvenience, if Your Vehicle is damaged by a covered peril mentioned in section 1 of the policy.

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

Reasonable time taken for repair in respect of damages not admissible under section 1 of the policy (as agreed between You, surveyor & garage/workshop manager) would be excluded for the purpose of computation of Daily Allowance.

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

Your entitlement of Daily Allowance will start from the following calendar day of Your Vehicle reaching the garage for repair shall end on the day garage intimates You to take delivery of the Vehicle.

**What is not Covered:**

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

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

**TA03-Courtesy/hire car**

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

**What is Covered:**

We will arrange for the Courtesy/Hire car to reduce Your inconvenience if insured Vehicle is damaged by a covered peril mentioned in section 1 (Own damage) of the policy.

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

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

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

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

1. Time taken for repair in respect of damages not admissible under section 1 of the policy (as agreed between You, surveyor & garage workshop manager) would be excluded for the purpose of computation of duration for which Courtesy/Hire Car will be provided.
2. Period for which vehicle is stuck for repair for non availability of any part and/or material at garage would be excluded for the

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

purpose of computation of duration for which Courtesy/Hire car will be provided.

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

**What is not Covered:**

We will not provide You with a Courtesy/Hire car

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

**TA05-Return to Invoice**

This cover is applicable if it is shown on Your schedule

**What is covered:**

We will pay the financial shortfall between the amount You receive under section 1 of the policy and the purchase price of the Vehicle as confirmed in the invoice of sale OR current replacement price of new vehicle in case exactly same make/model is available, whichever is less, in the event of Your Vehicle being a Total Loss/CTL following an accident or stolen during the period of insurance and not recovered. We will also reimburse the first time registration charges and road tax which You had incurred on the insured Vehicle.

Special conditions applicable to this benefit:

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

**What is not Covered:**

We will not pay the financial shortfall if:

- the Total Loss/CTL and theft claim is not valid and admissible under section 1 of the policy.
- any non-built in electrical/electronic and non-electrical/electronic accessories including bi-fuel kit forming part of the invoice but not insured under section 1 of the policy.
- final investigation report of police confirming the theft of the vehicle in case of theft claim is not submitted to us.
- covered vehicle is imported.

**TA06- No Claim Bonus Protection Cover**

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

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

## **What is Covered**

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

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

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

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

## **TA08- Repair of Glass, Fiber, Plastic & Rubber Parts**

### **What is Covered:**

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

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

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

## **TA09 - Loss of Personal belongings**

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

We will pay for the loss or damage to Your and Your Family member's personal belongings caused by perils mentioned under section 1 of the policy while they are in the vehicle at the time of loss or damage to the vehicle.

Personal belongings for the purpose of this section means items such as clothes and other articles of personal nature likely to be worn, used or

carried and includes audio/video tapes, CDs but excludes money, securities, cheques, bank drafts, credit or debit cards, jewellery, lens, glasses, travel tickets, watches, valuables, manuscripts, paintings and items of similar nature. Any goods or samples carried in connections with any trade or business is not covered.

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

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

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

#### **TA10- Emergency Transport & hotel expenses.**

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

We will pay towards the cost of overnight stay and taxi charges for returning back to Your place of residence or the nearest city You are traveling to if Your motor vehicle has met with an accident by any of the peril mentioned under section 1 of the policy and cannot be driven. We will pay maximum Rs (refer schedule) for any one accident and Rs (Refer Schedule) during the period of insurance. Documentary proof of expenditure must be submitted by any claim under this section.

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

#### **TA15- Key Replacement**

This cover is applicable if it shown on Your schedule.

What is Covered

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

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

We will not pay for:

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

#### **Coverage Conditions**

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

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings



## TA16- Engine Secure

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

### What is covered:

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

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

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

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

### What is not covered:

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

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

### Special Condition:

Claim under this endorsement will be admissible only if -

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

### Deductible:

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

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

## TA17 - Tyre Secure

This cover is applicable if it shown on your schedule.

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

### **What is covered**

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

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

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

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

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

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

### **What is not covered**

1. If vehicle is not repaired at Authorised garage.
2. loss or damage arising out of natural wear and tear including unevenly worn tyres caused by defective steering geometry outside manufacturer's recommended limits or wheel balance, failure of suspension component, wheel bearing or shock absorber.
3. any loss or damage within first 15 days of inception of the policy.
4. any loss or damage occurred prior to inception of the policy
5. any loss or damage resulting into total loss of the vehicle
6. routine maintenance including adjustment, alignment, balancing or rotation of wheels/tyres/tubes
7. loss or damage to wheel accessories, any other parts or rim.
8. theft of tyre(s)/tube(s) or its parts accessories without vehicle being stolen or theft of entire vehicle.

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

9. if the tyre(s)/tube(s) being claimed is different from tyre(s) insured/supplied as original equipment along with the vehicle unless informed to us and mentioned/endorsed on the policy.
10. fraudulent act committed by insured or the workshop or any person entrusted possession of the vehicle by insured.
11. loss or damage arising out of improper storage or transportation
12. any consequential loss or damage such as but not limited to noises, vibrations and sensations that do not affect tyre function or performance.
13. loss or damage arising out of modifications not approved by tyre manufacturer.
14. loss or damage resulting from hard driving due to race, rally or illegal activities.
15. loss or damage due to neglect of periodic maintenance as specified by manufacturer.
16. loss or damage resulting from poor workmanship while repair.
17. loss or damage arising out of any manufacturing defect or design including manufacturer's recall.
18. minor damage or scratch not affecting the functioning
19. tyre which has been used for its full specified life as per manufacturer's guideline or where unused tread depth is less than 3 mm.

#### **Important Conditions**

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

#### **TA18- Consumable Expenses:**

This cover is applicable if it shown on your schedule.

#### **What is covered**

We will cover cost of consumables required to be replaced/replenished arising from an accident to the insured vehicle.

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

Consumable for the purpose of this cover shall include engine oil, gear box oil, lubricants, nut & bolt, screw, distilled water, grease, oil filter, bearing, washers, clip, break oil, air conditioner gas and items of similar nature excluding fuel.

#### **What is not covered**

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

#### **TA19 Road Side Assistance**

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

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

#### **Repair and Towing Assistance**

##### **Service for Flat Tyre**

In the event insured Vehicle is immobilized due to a flat tyre, you will get the assistance of a vehicle technician to replace the flat tyre with the spare stepney tyre of the Vehicle at the location of breakdown. In case the spare tyre is not available in the insured Vehicle, the flat tyre will be taken to the nearest flat tyre repair shop for repairs & re-attached to the Vehicle. All incidental charges for transporting the tyre to the repair shop and its repair cost shall be borne by you.

##### **Flat Battery – Jump Start Service**

In the event insured Vehicle is immobilized, due to rundown battery, you will get the assistance of a Vehicle technician to jump start the Vehicle with appropriate means. If the run down battery has to be replaced with a new battery, the cost of such battery replacement and any costs to obtain the battery will be borne by you. All costs involved in charging of the run down battery will also be borne by you.

##### **Repair on the spot**

In the event insured Vehicle breaks down due to a minor mechanical / electrical fault making it immobile and immediate repair on the spot is deemed possible, you will get the assistance of a vehicle technician for repairing the breakdown at the location of breakdown. Cost of Material & Spare Parts, if required, to repair the vehicle on the spot and any other incidental conveyance to obtain such material & spare parts will be borne by you.

##### **Spare Key Retrieval / Service for Keys Locked Inside**

If the keys of the insured vehicle are locked inside the vehicle, lost, or misplaced, and in case you need and request to arrange for another set from your place of residence or office by courier to the location of the vehicle, the same will be arranged after receiving the requisite

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

authorizations from you with regards to the person designated to hand over the same. You may be requested to submit an identity proof at the time of delivery of the keys. Alternatively, at your request, you will be assisted by a car technician to attempt to open the car with normally available tools at the location of the event. Identity proof for matching with car ownership information on record will be required prior to attempting this service.

### **Fuel Support (Emergency Fuel Delivery)**

In the event insured Vehicle runs out of fuel and hence is immobilized, you will get the assistance of emergency fuel (up to 5 ltrs on a chargeable basis) at the location of breakdown.

### **Emergency Towing Assistance**

#### **In case of Break-down:**

In the event insured Vehicle suffers an immobilizing break down due to a mechanical or electrical fault which cannot be repaired on the spot, you will get the assistance in towing the vehicle to the nearest garage, using the best available towing mechanism, within a radius of 25 Kms. from the location of the breakdown. In case the towing distance exceeds the mentioned limit, you will be informed of the expected additional costs, which will need to be paid by you to the vendor at vendor's actual rates.

#### **In case of an Accident:**

In the event insured Vehicle suffers an immobilizing break down due to an accident, you will get the assistance in towing the vehicle to the nearest garage, using the appropriate towing mechanism within a radius of 25 Kms. from the location of the breakdown. In case the towing distance exceeds the mentioned limit, you will be informed of the expected additional costs, which will need to be paid by you at the vendor's actual rates.

### **Concierge Services:**

#### **SMS Relays/Emergency Message Service**

In the event of breakdown or accident to your insured vehicle under our policy your urgent messages will be relayed to a person of your choice.

#### **Continuation / Return Journey (Taxi Support)**

In the event the insured vehicle is immobilized due to a breakdown, outside the municipal/corporation limits of your home city, and the vehicle cannot be repaired the same day, you will get the assistance for arrangement of alternate mode of transport (Taxi) to continue the journey or return to your home town from the location of the breakdown. In the normal course "C" Class vehicles (as per widely used categorization of the automobile industry) will be arranged on a best effort basis. However, in case the same is not available owing to geographical or other constraints, you will be provided the next best class of vehicle available. Taxi fare for the journey will be borne by you and shall be paid directly to the vendor.

## Hotel Accommodation

In the event insured vehicle is immobilized due to a breakdown which has taken place and cannot be repaired the same day, you will get the assistance in organizing for Hotel accommodation near the location of the event. You will have to bear the cost of stay and you will be informed of the amount to be paid in advance directly to the Hotel.

## Pick up of repaired vehicle

In the event insured Vehicle suffers an immobilizing breakdown/accident which is outside the limits of your home city, and the vehicle is towed to the nearest garage which determines that the vehicle cannot be repaired the same day, you will get the assistance to pick the vehicle from the location of incident and transport it to the desired location by providing driver facility service after the vehicle is fully repaired. The cost of driver shall be borne by you.

**Important Note:** You will not be required to pay for labour cost and round-trip conveyance costs of the service provider except cost of material/spare parts and conveyance/transportation cost to obtain them, if required, to repair the Vehicle and any other cost specifically mentioned in the above services.

Further, If your insured vehicle is immobilized due to breakdown, and is eligible for services, but as a rare chance, you do not get the eligible assistance as mentioned above, you will be reimbursed the costs incurred for towing the insured Vehicle to the nearest garage not exceeding Rs.2000/- per event for towing or Rs.250/- per event for other services. To qualify for reimbursement, you must have called the toll free number and obtained an authorization, prior to availing external service and must provide necessary documents justifying the event and the actual costs borne.

## Geographical territory:

These services are available on National highways, state highways and motorable roads of cities within mainland India, except in the states of Mizoram, Nagaland, Tripura, Arunachal Pradesh, Sikkim.

## LIMITATIONS:

- 1 The Services will be provided on a best effort basis, subject to regulations in force locally.
- 2 The services would not be provided under following conditions:  
Acts of God (including exceptional adverse weather conditions), earthquake, fire (not caused by the negligence of either party), war (declared or undeclared), invasion, rebellion, revolt, riot (other than among employees of either party), civil commotion, civil war, acts of terrorism, nuclear fission, strike, act(s) of omission/commission by any concerned, Government(s), or government agencies, judicial or quasi-judicial authorities.
- 3 loss of or damage to luggage or other personal effects that might occur during the services performance.

- 4 Vehicles should not be used for the purpose of racing, rallying, motor-sports, or in any instance where the Vehicle is not being used /driven in accordance with applicable laws and regulations.
- 5 Not covered events: Any service not-covered here, if provided shall be at your own expense.
- 6 Load carried in the vehicle such as boats, motor vehicles, gliders, or animals (horses, cattle...), merchandise, perishable goods, research and scientific equipment, building equipment, furniture, etc. shall not be transported.
- 7 You can avail of these services for maximum of 4 times during the course of the policy period.

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

We have tied-up with Europ Assistance who will be offering these services to you on our behalf.

To avail of this service all you have to do is call **1800 266 1144**

When requesting Services, you will comply with the following terms and conditions:

- Call, without delay, the toll free number / Telephone Number provided here,
- Get the prior approval before taking any initiative or incurring any expenses,
- Comply with the solutions recommended
- Take all reasonable measures to limit and prevent possible consequences of the Breakdown
- Provide the your / user beneficiary Information.

In order to entitle the relevant Users to the Services, the insured Vehicle must be immobilised within the Covered geographical territory. A vehicle is considered as immobilised as long as it cannot be driven as a result of a breakdown or an accident. However, the state of being out of use for maintenance or repair purposes is not considered as immobilisation.

#### **Grievance redressal for Road Side Assistance:**

We are committed to provide you excellent services but we recognize that things do go wrong occasionally. In an unlikely event that you are not satisfied with the way in which Europ Assistance has dealt with your service requirement, as part of our commitment to excellent customer service, you may report the matter to the following person for redressal.

Manoj Solanki - Alarm Centre Head  
Europ Assistance India Pvt. Ltd.,  
301, « C » Wing, Business Square,  
Andheri Kurla Road,  
Chakala, Andheri East,  
Mumbai 400 093.

Toll Free : **1800 266 1144**

Email : [tataaigrsa@europ-assistance.in](mailto:tataaigrsa@europ-assistance.in)

Website : [www.europ-assistance.in](http://www.europ-assistance.in)

Tata AIG General Insurance Company Limited,  
Auto Secure - Private Car Package Policy,  
Policy Wordings

You may also contact us at the following to enable us to help you in getting the services.

Toll Free: 1800 266 7780

Tolled No: 022 6693 9500

Email: [customersupport@tata-aig.com](mailto:customersupport@tata-aig.com)

Web site : [www.tataaiginsurance.in](http://www.tataaiginsurance.in)

You may also send a letter to our Customer Support department, or visit our Branch operations managers at any of our branches across the country.

#### **Definitions:**

1. We, Us, Our, Ourselves means the Tata AIG General Insurance Co. Ltd.
2. You, Your, Yourself - Means or refers to the person or persons described in the Schedule as the insured. In case schedule refers to an entity other than individual, then representative, of such an entity would be deemed as You, Your, Yourself.
3. Constructive Total Loss - A vehicle will be considered to be a Constructive Total Loss (CTL), where the aggregate cost of retrieval and/or repair of the vehicle subject to terms and conditions of the policy exceed 75% of the Sum Insured.
4. Courtesy/Hire car - A vehicle provided to the insured by the hire car company.
5. Hire car Company - Company which is engaged in the business of letting out cars on hire and has provided vehicle to the insured as per their terms and conditions.
6. Authorized workshop/garage/service station - A motor vehicle repair workshop/garage/service station authorized by us.
7. Daily Allowance - Fixed amount to be paid for the purpose of meeting the cost of hired transport.
8. Family - You, Your spouse, Your children Your parents and any other person residing with you without paying a commercial rent.
9. Break-in - means to enter someone's vehicle illegally by actual force or violence of which there shall be visible marks made at the place of such entry by electricity or chemicals as well as by tools or explosives, usually with the intent to steal or commit a violent act.
10. Lost or stolen means having been inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation.
11. Period of insurance - The period of time stated in the schedule for which the policy is valid and operative.

#### **Customer Grievance Redressal Policy:**

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 call our 24X7 Toll free number 1800-266-7780 or 022-66939500 (tolled) ) or you may email to the customer service desk at [customersupport@tata-aig.com](mailto:customersupport@tata-aig.com).

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After investigating the matter 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@tata-aig.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 at this email id.

### **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@tata-aig.com**. After examining the matter, we will send you our final response within a period of 7 days from the date of receipt of your complaint on this email id. 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 IRDAI under the Insurance Ombudsman Scheme.

**IRDA of India Regulation No. 5:** This Policy is subject to regulation 5 of IRDA of India (Protection of Policyholder's Interests) Regulation.

## **OMBUDSMAN AND ADDRESSES**

**Refer the below link**

**<http://www.gbic.co.in/ombudsman.html>**





**Call us**  
24x7 Helpline  
1800 266 7780



**Write to us**  
customersupport@tata-aig.com



**For Claims**  
SMS 'CLAIMS' to 5616181

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.

**Tata AIG General Insurance Company Limited**

Registered office: Peninsula Business Park, Tower A, 15th Floor,  
G. K. Marg, Lower Parel, Mumbai - 400 013.

UIN No. not allotted by IRDAI.

IRDA Registration Number: 108, CIN: U85110MH2000PLC128425

Visit us at [www.tataaiginsurance.in](http://www.tataaiginsurance.in)