



WITH YOU ALWAYS

AUTO SECURE- MOTOR TRADE PACKAGE POLICY

UIN: IRDAN108RP0006V01200001

POLICY WORDINGS

Tata AIG General Insurance Co. Ltd.

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IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425

Motor Trade Package Policy

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Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the **TATA AIG GENERAL INSURANCE COMPANY LIMITED** (herein after Company for the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance:

NOW THIS POLICY WITNESSETH :

That in respect of accidental loss or damage occurring during the period of insurance whilst insured vehicle is in a public place or is temporarily garaged during the course of a journey elsewhere than in or on any premises owned by or in the occupation of the insured and 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 a 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.

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 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 year but not exceeding 10 years	40%
Exceeding 10 years	50%

Provided ALWAYS that 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 breakage's nor for damage caused by overloading or strain nor for loss or damage to accessories by burglary, housebreaking or theft unless the vehicle insured is stolen at the same time
 - (b) damage to tyres and tubes unless the vehicle insured is damaged at the same time in which case the liability of the Company is limited to 50% of the cost of the 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.

In the event of the vehicle insured being disabled by reason of loss or damage covered under this Policy the Company will bear the cost of protection and removal to the nearest repairer and redelivery to the insured but not exceeding Rs. 150 in respect of any one accident.

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 tariff and it will be fixed at the commencement of each policy period for each insured vehicle.

The IDV of the vehicle is to be fixed on the basis of manufacturers' listed selling price of the brand and model as the vehicle proposed for insurance at the commencement of insurance /renewal, and adjusted for depreciation (as per schedule specified below). The IDV of the side car(s) and / or accessories, if any, fitted to the vehicle but not included in the manufacturer's listed selling price of the vehicle is also likewise to be fixed.

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/ Constructive Total Loss (TL/ CTL) claims only. A vehicle will be considered to be a CTL, as referred to above, where the aggregate cost of retrieval and / or repair of the vehicle subject to terms and conditions of the policy exceeds 75% of the IDV.

The depreciation for replacement of parts in partial loss claims will be as per a separate schedule specified under GR.9.

SCHEDULE OF DEPRECIATION FOR ARRIVING AT IDV

AGE OF THE 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 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

NOTE: IDV of vehicles beyond 5 years of age and of obsolete models of the 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.

For the purpose of TL/CTL claim settlement this IDV will not change during the currency of the policy period in question. It is clearly understood that the liability of the insurer shall in no case exceed the IDV as specified in the policy schedule less the value of the wreck, in 'as is where is' condition.

SECTION II - LIABILITY 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 including claimant's costs and expenses which the insured shall become legally liable to pay in respect of:
 - i) death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.
 - ii) damage to property caused by the use (including the loading and/or unloading) of the vehicle.

PROVIDED ALWAYS THAT

- (a) The Company shall not be liable in respect of death, injury, or damage caused or arising beyond the limits of any

carriageway or thoroughfare in connection with the bringing of the load to the vehicle insured for loading thereon or the taking away of the load from the vehicle insured after unloading there from.

- (b) Except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, the Company shall not be liable in respect of death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.
 - (c) Except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, in relation to liability under the Workmen's Compensation Act, 1923, the Company shall not be liable in respect of death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the vehicle insured at the time of occurrence of the event out of which any claim arises.
 - (d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody or in the control of the insured or a member of the insured's household or being conveyed by the insured vehicle.
 - (e) The Company shall not be liable in respect of damage to any bridge and/or way bridge and/or via duct and/or to any road and/or any thing beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.
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 any driver provided that such driver;
 - (a) is not entitled to indemnity under any other policy .
 - (b) shall as though he were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply
 4. 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 section 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 section.
 5. 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 personal representative(s) in the terms of and subject to the limitations of this policy provided that such personal representatives shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

SECTION III- TRAILERS

The insurance by Section I and II of this policy shall extend to any vehicle (mechanically propelled or otherwise) attached to the insured vehicle for the purpose of being towed

PROVIDED ALWAYS THAT:

- (a) this extension shall not increase the Limits of Liability
- (b) the Company shall not be liable under this policy in respect of damage to property conveyed by the towed vehicle
- (c) the Company shall not be liable under this policy in respect of accident loss damage and/or liability caused sustained or incurred whilst the insured vehicle is towing a greater number of vehicles than is permitted by law.

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, 1988.

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 provision

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 hereon 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.

GENERAL EXCEPTIONS

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

- (1) any accidental loss 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 damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
 - (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 in the charge of any person other than a driver
- (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 purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- (5) any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

The Company shall not be liable in respect of any accidental loss damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or war like operations (whether before or after declaration of war) civil war, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and except under Section II - I (i) of this policy whilst the insured or any person driving with the general knowledge and consent of the insured is under the influence of intoxicating liquor or drugs and in the event of any claim hereunder the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

DEDUCTIBLE

The Company shall not be liable for each and every claim under Section -1 (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.

A) Conditions precedent to contract

1. Premium to be paid for the Policy Period before Policy commencement date as opted by insured in the proposal form.
2. The due observance and fulfillment of the terms conditions and endorsements of this policy in so far as they relate to

anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be condition precedent to any liability of the Company to make any payment under this policy.

B) Conditions during the contract

1. Duties and Obligations after Occurrence of an Insured Event

- 1) Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured.
- 2) Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this policy.
- 3) In case of theft or criminal act which may be the subject of a claim under this policy the insured shall give immediate notice to the police and co-operate with the company in securing the conviction of the offender.
- 4) No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
- 5) At any time after the happening of any event giving rise to a claim or series of claim under sub-section I (ii) of Section II of this policy the Company may pay to the insured the full amount of the Company's liability under that Sub-Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct.
- 6) The Company may at its own option repair reinstate or replace the vehicle insured or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
 - (a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
 - (b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the vehicle insured from loss or damage and to maintain it in efficient condition.

3. Right to Inspect

The Company shall have at all times free and full access to examine the vehicle insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured be driven before the necessary repairs are effected, any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

4. Cancellation

- a. The Company may cancel the policy by sending fifteen days notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the policy has been in force unless the policy is cancelled on the grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured in which case the policy will be cancelled on 'ab-initio' basis with forfeiture of premium and non consideration of claim, if any.
- b. The policy may be cancelled at any time by the insured on fifteen 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.
- c. Cancellation premium retention grid:

PERIOD	% OF ANNUAL PREMIUM TO RETAIN
Not exceeding 1 month	20%
Exceeding 1 month but not exceeding 2 months	30%
Exceeding 2 months but not exceeding 3 months	40%
Exceeding 3 months but not exceeding 4 months	50%
Exceeding 4 months but not exceeding 5 months	60%
Exceeding 5 months but not exceeding 6 months	70%
Exceeding 6 months but not exceeding 7 months	80%
Exceeding 7 months but not exceeding 8 months	90%
Exceeding 8 months	Full annual premium/ rate

5. Arbitration Clause

If any dispute or difference shall arise as to the quantum to be paid under the 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 the arbitration shall be conducted in accordance with the provisions of the Arbitration & 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.

6. Contribution

If at the time any claim arises under this policy there is any other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under proviso 3(a) of Section II of this policy.

C) Conditions when a claim arises

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

- I. Call Centre:
 - Toll Free Number – 18002667780
 - Email - general.claims@tataaig.com
 - Website – www.tataaig.com
- II. Insured or claimant shall furnish immediate loss details, which shall include details of the loss event, location of the loss, location of the damaged vehicle, and names and telephone numbers of contact personnel
- III. If the claim is for theft, insured should report to the Police as well as insurer within 48 hrs from theft and obtain an FIR or a written acknowledgement from the Police authorities.

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

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

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

Note: The above list is only indicative. You may be asked for additional documents. For more details, please refer to the intimation cum preliminary claim form.

D) Conditions for renewal of the contract

Renewal Notice

The Policy may be renewed with our consent. The benefits under the policy or/and the terms and conditions of the policy, including premium rate may be subject to change.

We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid / received. No

renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

E) Special Conditions

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

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

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

Section III - Endorsements (attached to and forming part of Policy) 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.....* is hereby made to the insured .

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

*To insert Rs.50 for Two wheelers, Rs.100 for private cars Rs.150 for Commercial Vehicles – three wheelers and taxis or Rs.200 for Commercial Vehicles (excluding three wheelers and taxis).

IMT. 28. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE (For all Classes of vehicles.)

In consideration of an additional premium of Rs. 25/- 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) the insured shall keep record of the name of each paid driver conductor cleaner or persons employed in loading and/or unloading and the amount of wages and salaries and other earnings paid to such employees and shall at all times allow the insurer to inspect such records on demand.
- (4) 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.

*In case of Private cars/ motorised two wheelers (not used for hire or reward) delete this para.

IMT.41 Motor Trade Policy - Class 'F' - Road Risk only

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary that in respect of any new vehicle and/or chassis bearing a Trade Certificate Number specified in the Schedule of the policy, the Geographical Area for the purpose of this Policy shall be as defined hereunder and not as stated in the Schedule hereto.

Geographical Area

Under Section II - (i) ---- INDIA

Under all other Sections - Within a radius of* kilometers from the insured's address as stated in the Schedule hereto.

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

* to insert '80' or '120' as opted for by insured and premium paid accordingly.

IMT.46. Legal Liability to passengers excluding liability for accidents to employees of the Insured arising out of and in course of their employment (Applicable to Ambulance/Hearses under class D of Commercial vehicles and to Motor Trade vehicles)

In consideration of an additional premium of Rs....., and notwithstanding anything to the contrary contained in Section II-I(c) but subject otherwise to the terms exceptions conditions and limitations of this policy the insurer will indemnify the insured against liability at Law for compensation (including legal costs of any claimant) for death of or bodily injury to any person other than a person excluded under Section II -I (B) being carried in or upon or entering or mounting or alighting from the vehicle insured.

Provided always that in the event of an accident occurring whilst the vehicle insured is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the insurer ratable proportion of the total amount which would be payable by the insurer by reason of this endorsement if not more than the said number of persons were carried in the vehicle insured.

Provided further that in computing the number of persons for the purpose of this endorsement any three children not exceeding 15 years of age will be reckoned as two persons and any child in arms not exceeding 3 years of age will be disregarded.

Provided also that the provisions of condition 3 of the policy are also applicable to a claim or series of claims under this endorsement.

Provided further that in the event of policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

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

(For use with "Liability Only" Policy)

In consideration of an additional premium of Rs..... and subject otherwise to the terms exceptions conditions and limitations of this Policy the insurer will indemnify the insured against liability at law for compensation (including legal costs of any claimant) for death of or bodily injury to any person other than a person excluded under general exception being carried in or upon or entering or mounting or alighting from the vehicle insured.

Provided always that in the event of an accident occurring whilst the vehicle insured is carrying more than the number of persons mentioned in the Schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the insurer ratable proportion of the total amount which would be payable by the insurer by reason of this endorsement if not more than the said number of persons were carried in the vehicle insured.

Provided further that in computing the number of persons for the purpose of this endorsement any 3 children not exceeding 15 years of age will be reckoned as two persons and any children in arms not exceeding 3 years of age will be disregarded.

Provided further that in the event of Policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.

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

IMT.57. Motorised Two Wheelers (Motor Trade Only)

It is hereby declared and agreed that Item 5 in the Schedule to this Policy is deemed to have been deleted and the following substituted there for :-

The Motor Vehicle : Any Motorised Two Wheeler (including sidecar attached thereto) the property of the insured or insured's custody or control whilst bearing Trade Certificate No.....

It is further declared and agreed that the words "Motor Vehicle" wherever they appear are deemed to have been deleted and substituted by the words "Motorised Two Wheeler"..

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

IMT.58. Loan or Hire of Motor Cars, Motorised Two wheelers, Motor vehicles to Customers by Motor Dealers (Motor Trade Only)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the Motor Car(s), Motorised Two wheelers, Motor Vehicle(s) described in the Schedule hereto may be let out on loan or hire to insured's customers when their vehicle(s) is/are under repair with the insured.

Provided that the insured agrees to record in a register for the purposes of this policy the date of loan or hire of such vehicle(s), its Make and Registered Number (or Chassis Number if the loaned/hired vehicle itself is not registered) and the duration of the loan or hire and to submit to the insurer within one month of the expiry of each period of insurance a statement of the total number of days each loaned/hired vehicle was in use.

Provided also that the premium for this Policy shall be subject to adjustment on expiry of each period of insurance.

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

IMT.59. Private use of vehicle by Member/Director/Employee of the insured (Motor Trade only)

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this Policy shall be operative whilst the vehicle insured is being used by the insured or with the permission of the insured by a Member Director or employee of the insured for social domestic or pleasure purposes.

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Whilst the vehicle insured is being so used the insurer will in terms of and subject to the limitations of and for the purpose of Section II of this policy treat as though he were the insured person using the vehicle insured provided that such person :

1. is not entitled to indemnity under any other policy;
2. shall as though he/she were the insured observe fulfill and be subject to the terms provisions conditions and endorsements of this policy in so far as they apply;
3. has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.

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

IMT.60. Demonstration - Driving Extension (Applicable to Motor Trade Policies Only)

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the policy shall be operative whilst the vehicles are being driven for the purpose of demonstration by person(s) not in the employment of the insured provided he/she/they is/are driving with the insured's permission and is/are accompanied by the insured or by any person(s) in the insured's employment.

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

IMT.61. Tuition - Driving Extension (Applicable only to Motor Trade Policies issued on named driver basis.)

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything to the contrary it is hereby understood and agreed that the policy shall be operative whilst the vehicles insured are being used for purpose of demonstration or tuition by any other person, provided he/she is driving with the insured's permission and is accompanied by a named driver mentioned in the policy Schedule.

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

IMT.62. Deletion of 50% Limitation clause in respect of damage to tyres (Applicable to Motor Trade Road Transit Risks Policies only)

In consideration of the payment of an additional premium of Rs..... it is hereby understood and agreed that the words "...when the liability of the Insurer is limited to 50% of the cost of the replacement" are hereby deleted from proviso (b) of Section I(1) of the policy.

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

Grievance Lodgment Stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780

Email us at customersupport@tataaig.com

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

A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In

case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Address and Contact Details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/ 02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078. Tel.: 080-26652048/ 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201/ 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461/ 2596455 Fax: 0674 - 2596429	Orissa

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	Email: bimalokpal.bhubaneswar@ecoi.co.in			Tel.: 0484-2358759/2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in		
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh - 160 017. Tel.: 0172 – 2706196/ 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh		KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA-700 072. Tel.: 033-22124339/ 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai -600 018. Tel.: 044-24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of Pondicherry).		LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522-2231330/2231331 Fax: 0522 – 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-23239633/ 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi				
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura				
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane, Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040-65504123/ 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanamand part of Territory of Pondicherry.				
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: Bimalokpal. jaipur@ecoi.co.in	Rajasthan				
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.	Kerala, Lakshadweep, Mahe- a part of Pondicherry		MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan SevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-26106552/26106960 Fax: 022 - 26106052 Email:	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane

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	bimalokpal.mumbai@ecoi.co.in	
NOIDA	Office of the Insurance Ombudsman, BhagwanSahai Palace, 4th Floor, Main Road, Bagpat, Bareilly, Bijnor, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514250/ 2514252/2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts o Uttar Pradesh: Agra, Aligarh, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhan agar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Flr, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune-411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

Grievance Redressal Procedure:

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