



## Brochure

### Auto Secure – Liability Only Policy

#### Introduction

To protect you against legal liability arising out of death or bodily injury to Third Party or Third party property damage and Personal Accident of Owner-Driver, TATA AIG has brought **Auto Secure – Liability Only Policy** for your vehicle

#### Product Description

##### **I. Liability To Third Parties**

Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the Insured in the event of accident caused by or arising out of the use of the Motor vehicle anywhere in India against all sums including claimant's costs and all expenses which the Insured shall become legally liable to pay in respect of:

- i. death of or bodily injury to any person so far as it is necessary to meet the requirements of Motor Vehicles Act.
- ii. damage to property other than property belonging to the Insured or held in trust or in the custody or control of the Insured up to the limit specified in the schedule.

##### **II. 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 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:

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

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.15 lakhs during any one period of insurance

#### **GENERAL EXCEPTIONS**

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

1. Any claim arising out of any contractual liability;
2. Any accidental loss or 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/her in the charge of any person other than a Driver as stated in the Driver's Clause.
3. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the Insured or in the employment of any person who is indemnified under this Policy or bodily injury sustained by such person arising out of and in the course of such employment
  4. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death 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 or entering or mounting or alighting from the motor vehicle at the time of the occurrence of the event out of which any claim arises
  5. The Company shall not be liable in respect of any 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 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
  6. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### **Cancellation of Policy:**

#### **I. Cancellation by Insurer**

The Company may cancel the policy on the grounds of established fraud, subject to clause III mentioned under this section, by sending seven days' notice by recorded delivery to the insured at insured's last known address and in which case the policy will be cancelled 'ab-initio' with forfeiture of premium and non-consideration of claim, if any.

#### **II. Cancellation by Insured**

The policy may be cancelled at any time by the insured without assigning any reason provided no claim has arisen during the period of insurance. The insured shall be entitled to a refund of proportionate premium for the unexpired period in the running year and full refund of premium for remaining full policy years (where period of insurance exceeds one year) subject to submission of proof that vehicle is insured elsewhere at least for Liability Only cover and original certificate of insurance.

**III. Liability to Third party section** of the policy may be cancelled either by the Company or the Insured only on the following grounds :

- a. Double Insurance
- b. Vehicle not in use anymore because of Total Loss or Constructive Total Loss on submission of original cancelled Registration Certificate or on providing evidence that the vehicle is insured elsewhere, at least for Liability Only cover on submission of original proof of such insurance. The Company will refund proportionate premium for unexpired period of insurance.

#### **Double Insurance:**

When the insured vehicle is covered under another policy with identical cover, then the policy commencing later may be cancelled by the insured subject to the following.

If a vehicle is insured at any time with two different offices of the same insurer, 100% refund of premium of one policy shall be allowed by cancelling the later of the two policies. However, if the two policies are issued by two different insurers, the policy commencing later shall be cancelled by the insurer concerned and pro-rata refund of premium thereon shall be allowed.

If however, due to requirements of Banks/Financial Institutions, intimated to the insurer in writing, the earlier dated policy is required to be cancelled, then refund of premium will be allowed after retaining premium on pro-rate basis for the period the policy was in force prior to cancellation.

In either case, no refund of premium shall be allowed for such cancellation if any claim has arisen on either of the policies during the period when both the policies were in operation, but prior to cancellation of one of the policies.

### **How do you lodge a claim with US?**

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

- I. Call Centre:
  - Toll Free Number– 18002667780
  - Email - [general.claims@tataaig.com](mailto:general.claims@tataaig.com)
  - Website - [www.tataaig.com](http://www.tataaig.com)

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.

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. Contact Details of the person at the loss location

Note: The above list is only indicative. You may be asked for additional information.

This Policy is subject to IRDAI (protection of Policyholder's Interests, Operations and Allied Matters of Insurers) Regulations, 2024

### **Disclaimer: INSURANCE ACT 1938 Section 41 Prohibition of Rebates**

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.
2. Any Person Making Default In Complying With The Provisions Of This Section Shall Be Punished With A Fine Which May Extend To Ten Lakhs Rupees.

“Insurance is the subject matter of the solicitation”. This is a summary of the product features, exclusions, limitations and conditions For more details on benefits, exclusions, limitations, terms & conditions, please refer policy wordings carefully, before concluding a sale.

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

**Tata AIG General Insurance Company Limited**

Regd Office: Peninsula Business Park, Tower - A, 15th Floor, G.K. Marg, Lower Parel, Mumbai – 400013.

24X7 Toll Free No: 1800 266 7780 | E-mail: [customersupport@tataaig.com](mailto:customersupport@tataaig.com) | Website: [www.tataaig.com](http://www.tataaig.com)

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