



Policy Wordings

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# TATA AIG GENERAL INSURANCE COMPANY LIMITED





TATA AIG General Insurance Company Limited (We, Our, Us or Company) will provide the Insurance described in this Policy and any endorsements thereto, for the Period of Insurance to the Insured detailed in the Policy Schedule, in reliance upon the statements contained in the Proposal Form, which shall be the basis of this Policy and are deemed to be incorporated herein, in return for the required premium being received in full by us when due and the Insured's compliance with all applicable terms and conditions of this Policy.

The liability of the Company during the Period of Insurance with respect to any one Contract covered under this Policy shall not exceed the Limit of Indemnity specified in the Policy Schedule which applies per Contract. In no event shall the Company's aggregate liability for all claims under this Policy, in relation to any and all Contracts covered under this Policy, exceed the Aggregate Limit set out in the Policy Schedule.

#### I. Definitions:

Words and phrases that appear in initial capital letters have, for the purpose of this Policy, a specific meaning which can be read in the Definitions section and shall have the same meaning wherever they appear in the Policy, including the Policy Schedule, or any subsequent endorsements. Where the context permits, references to any statutory enactment includes subsequent changes to the same and references to the singular shall include references to the plural, references to the male gender shall also include references to the female gender, and vice versa in both cases.

- 1. Contracting Party means an individual or entity, as the case maybe, who has entered into a Contract with you.
- 2. Contract means a written agreement entered by you with the Contracting Party, as annexed to the Policy Schedule, which is insurable and enforceable by law.
- 3. Contract Period means the period which is specified in the Contract and during which such Contract remains valid.
- 4. Financial Loss means a monetary loss caused to the Contracting Party on account of the Occurrence, but does not include any loss arising out of, or even accompanied by, any Illness, Injury or Property Damage.
- 5. Deductible means the amount specified in the Policy Schedule, which is to be borne by you before any payment of claim is made under this Policy.
- 6. Occurrence means an incidence or event that is neither expected nor intended by you, but is precisely mentioned in your contract with the Contracting Party that may result into a claim against you.
- 7. Illness means a sickness or disease or pathological condition leading to impairment of normal physiological function. To clarify, any claims arising out of an illness under a Contract is not covered under the Policy.
- 8. Limit of Indemnity means the amounts specified in your Policy Schedule or updated by way of an endorsement issued by the company, which represents the company's maximum, total and cumulative liability for any one Contract.
- Aggregate Limit means the amount specified in Your Policy Schedule or updated by way of an endorsement issued by the company, which represents the company's maximum, total, and cumulative liability for all covered losses arising from all claims submitted under this Policy during the Period of Insurance, regardless of the number of Contracts involved.
- 10. Period of Insurance means the period between the Policy Commencement Date and Policy Expiry Date as specified in Your Policy Schedule or updated by way of an endorsement issued by the Company, unless the Policy is terminated earlier.
- 11. **Injury** means accidental physical injury, bodily harm including resulting death but excluding Illness solely and directly caused to Contracting Party resulting from an Occurrence and verified by a licensed practitioner. To clarify, any claims arising out of an injury under a Contract is not covered under the Policy.
- 12. **Policy** means the document that provides the details of insurance provided, exclusions and other terms and conditions. It comprises of Policy Wording, Policy Schedule and any Annexure attached to it, Proposal Form, Endorsements and the Contract.
- 13. Policy Schedule means the document that is attached to and is a part of your Policy and includes details such as the Limit of Indemnity, Premium Amount, Occurrences, details of Contract, Period of Insurance and other specific terms & conditions.
- 14. Property Damage means actual physical loss of or damage to tangible material property or product. To clarify, any claims arising out of a Property Damage under a Contract is not covered under the Policy.
- 15. You/Your/Insured means the individual or entity, as the case maybe, who is named as the Insured in the Policy Schedule.
- 16. We/Our/Us/Company means the TATA AIG General Insurance Company Limited.

### II. Insuring Clause:

We will indemnify you up to the Limit of Indemnity specified in the Policy Schedule, for all sums you become legally liable for any Financial Loss to the Contracting Party under Contract(s) issued during the Period of Insurance for:

- 1. An Occurrence specified in the Policy Schedule, pursuant to such liability and
- 2. Happening in connection with the business as specified in the Policy Schedule within the Territorial Limit arising during the Contract Period.

Liability arising in respect of an Occurrence shall be subject to the applicable Sub-Limits and Deductible as specified in the Policy Schedule and to the terms, conditions, special conditions, endorsements and exclusions of this Policy.

## TATA AIG GENERAL INSURANCE COMPANY LIMITED





#### III. Exclusions:

Any claim arising out of or on account of the following, whether directly or indirectly, shall be excluded under the Policy, unless specifically covered and mentioned in the Policy Schedule:

- 1. Any Contracts which are:
  - a. Verbal or oral;
  - b. Unconditional or deemed.
- 2. A claim where any liability under a Contract cannot be quantified, measured, or assessed.
- 3. Any claim arising due to unlawful act(s) or illegal activity(ies) including but not limited to criminal act(s) or intentional or fraudulent act(s) by you or your representative/employee or by the Contracting Party, including a family member, domestic help, employee or staff member of Contracting Party.
- 4. Any obligation, commitment, or act that the Contracting Party has not performed that he was supposed to perform as per the terms and conditions of the Contract.
- 5. Any claim arising due to a decision or action or omission of your employee/s including directors, officers and/or managers.
- 6. Any claims or resultant liability in relation to costs which are recoverable from any other third-party, vendor or service provider under a separate contract or arrangement, including but not limited to any refund programme, warranty or insurance policy.
- 7. Any claims connected in any way to any incidents of theft, robbery or burglary.
- 8. Any claims made against you by a third-party, who is not the Contracting Party under the Contract.
- 9. **Consequential Loss:** This Policy does not cover any liability arising as a consequence of "Illness" and/or "Injury" and/or "Property Damage", or any other liability arising out of losses which are consequential or indirect to the losses indemnifiable under this Policy.
- 10. Any form of Property Damage: For the purpose of avoidance of any doubt, this shall exclude:
  - a. Any unexplained loss/damage/disappearance of a product covered under the Contract.
  - b. Any claim arising due to misuse, reckless, abusive, wilful or intentional conduct associated with handling and use of a product covered under the Contract.
  - c. Any latent / inherent defect or recall campaign in the event of mass failure of the products covered or any use other than in accordance with such product manufacturer's recommendation or use of any accessory which has not been approved by the manufacturer with the product.
  - d. Any pre-existing conditions in relation to damage or cosmetic issues including but not limited to peeling of paint, scratches and dents, that do not otherwise affect the functionality of the product.
  - e. Any product where identification could not be established at the time of claim as identification number (or any unique number used to similarly identify such product) has been altered, defaced or removed, except where product identification details could not be established due to damage by fire.
  - f. Any product that has been modified to alter its functionality or capability without the written permission of manufacturer.
  - g. Any claims not directly arising from your Contract, such as claims arising from any services rendered or the products offered by the Contracting Party onwards to other third-parties or customers.
  - h. Design, Material and Workmanship: This Policy does not cover liability arising due to:
    - i. Any component part or individual item of product which is the subject matter of the Contract, and which is defective in design, plan, specification materials or workmanship; or
    - ii. Such product lost or damage to enable replacement, repair or rectification of the otherwise undamaged product excluded by (i) above.

Note: Clause (i) above shall not apply to other parts or items of product which are the subject matter of the Contract and which are free from defect but are damaged in consequence thereof. For the purpose of the Policy and not merely this exclusion, product which is the subject matter of the Contract shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the product or any part thereof.

- 11. Asbestos: This Policy does not cover any claim connected in any way with asbestos, or with any product or material containing asbestos.
- 12. Explosives: This Policy does not cover any claim connected in any way with blasting operations or the handling or use of explosives.
- 13. Radioactive Contamination: This Policy does not cover any claim directly or indirectly caused by, or contributed to, or arising from:
  - a. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or fission of nuclear fuel; or
  - b. Radio-active toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
- 14. War: This Policy does not cover any claim for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
- 15. **Professional Advice:** This Policy does not cover any claim arising out of or attributable to your giving or failure to give any professional advice in consideration for a fee or arising out of any error or omission in any such advice.
- 16. Specification, Formula or Design: This Policy does not cover claim arising directly or indirectly out of:
  - a. Any design, plan, specification, formula or pattern that you provided for a fee; or
  - b. Any error or omission associated with any such design, plan, specification, formula or pattern.

## TATA AIG GENERAL INSURANCE COMPANY LIMITED

Registered office: Peninsula Business Park, Tower A, 15th Floor, G.K Marg, Lower Parel, Mumbai - 400013, Maharashtra, India 24\*7 Toll free No.: 1800 266 7780 • Email: customersupport@tataaig.com • Website: www.tataaig.com • IRDA of India Registration No.: 108

CIN: U85110MH2000PLC128425 • Contractual Liability Insurance - UIN: IRDAN108CPMS0003V01202425





- 17. Legal Liability in Tort: This Policy does not cover any liability unless:
  - a. You have expressly assumed it in Contract;
  - b. The liability would not have attached in the absence of that Contract; and
  - c. Agreed by us and mentioned in the Policy Schedule.
- 18. Penalties and Damages: This Policy does not cover liability for:
  - a. Any aggravated or exemplary damages irrespective of whether agreed in the Contract and/or awarded by any court of law;
  - b. Any fine; or
  - c. Any liquidated damages or other penalty imposed under the Terms of Contract, or any warranty or agreement.
- 19. **Pollution:** This Policy does not cover any claim arising directly or indirectly out of the discharge, dispersal, release, escape, removal, nullification, cleaning up or any measures taken to prevent escape of any pollutant, unless resulting from a sudden identifiable event:
  - a. That you neither expected nor intended; and
  - b. That took place in its entirety at a specific time and place.

'Pollutant' means any solid, liquid, gaseous, biological or thermal irritant or contaminant, including but not limited to dust, smoke, vapour, soot, fumes, chemicals, organisms or waste.

'Waste' includes but is not limited to any material destined to be recycled, reconditioned or reclaimed.

- 20. Breach of Contract: This Policy does not cover any liability arising due to your breach of Contract where:
  - a. Liability is incurred due to your failure to arrange or maintain an insurance required by any law or statute; or
  - b. Liability arises on account of violation of any legal and/or regulatory provision; or
  - c. Any liability that would have been recoverable from the Contracting Party but for your release, waiver or limitation of that liability. However, this exclusion does not apply to any such waiver or limitation that is already agreed under the terms of the Contract itself; or
  - d. Liability which is covered by any of the Insurance Policies listed in the Proposal Form or elsewhere in the information you provided to us.
- 21. Injury to employees: This Policy does not cover:
  - a. Any liability for injury to Insured's employee arising directly or indirectly out of the employment: or
  - b. Any claim arising under any employee's compensation legislation or under any industrial award or agreement or determination; or
  - c. Any claim that is or would be within the scope of any Insurance Cover mandated under any applicable law/regulation, irrespective of whether such Insurance Cover was maintained or not; or
  - d. Any claim connected with an employee's Contract of Employment.
- 22. Cyber Loss: This Policy does not cover any liability assumed by you from Cyber Loss caused by or arising from your Internet Operations.

'Internet Operations' means any of the following:

- a. The use of any electronic mail system by you or by anyone else at your order or with your consent; or
- b. Access through your network to the World Wide Web or a public internet site by you or by anyone else at your order or with your consent; or
- c. Access to your internal company information and computing resources that is made available through the World Wide Web; or
- d. The operation and maintenance of your website.

'Cyber Loss' means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- a. The use or operation of any Computer System or Computer Network;
- b. The reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- c. Access to, processing, transmission, storage or use of any Data;
- d. Inability to access, process, transmit, store or use any Data;
- e. Any threat of or any hoax relating to (a) to (d) above;
- f. Any error or omission or accident in respect of any Computer System, Computer Network or Data.

'Computer System' means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

'Computer Network' means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and Virtual Private Networks (VPN), allowing the networked computing devices to exchange Data.

'Data' means information used, accessed, processed, transmitted or stored by a Computer System.

23. Wilful Act: Loss or damage caused by or arising out of your wilful act or any person acting on your behalf or Contracting Party including circumstances, facts or matters that you are or ought to be reasonably aware prior to the commencement of this Contract.

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- 24. Uninsurable Risks: Any loss deemed contrary to public policy or which is uninsurable under Indian Law.
- 25. Any loss arising out of an act of terrorism.
- 26. Communicable Disease Exclusion: Notwithstanding any other provision, clause or term of this Policy to the contrary, this Policy does not cover any Occurrence arising, whether directly or indirectly and/or in whole or in part, due to a Communicable Disease and/or any fear or threat thereof (whether actual or perceived).
  - For avoidance of doubt:
  - (1) No other prior, concurrent or subsequent provision, clause, term or exception of this Policy (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this Policy;
  - (2) Any change in the law clause or similar provision;
  - (3) Any follow the fortunes clause or similar provision; and/or,
  - (4) No change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this Policy that would otherwise be excluded through the exclusion set forth in this clause.

If the Insurer alleges that by reason of this clause, any amount is not covered by this Policy, the burden of proving the contrary shall rest in the Insured.

#### IV. General Conditions:

The General Conditions set out hereunder impact the way the Policy works and a failure to fulfil these conditions and obligations may have an adverse effect on the cover provided under this Policy:

1. The respective Contract is provided to us and attached to this Policy at inception of cover for each Contract.

### 2. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by you and the truth of the statements and answers in the Proposal Form shall be a condition precedent to our liability to make any payment under this Policy.

#### 3. Admission of Liability

Unless you have obtained our prior written consent, neither you nor any of your employees, agents or others acting on your behalf may:

- a. Admit liability, fault or guilt in connection with any Occurrence; or
- b. Do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
- c. Settle any claim with the Contracting Party under the Contract, even though it may be within the amount of the Deductible.

#### 4. Alteration of Risk

You must immediately inform us of any alteration/addition/change in the information/design/work methodology or terms and conditions of the Contract that differs from that previously disclosed to us. No change or alteration will be effective or valid under this Policy unless approved in writing which will be evidenced by a written endorsement, signed and stamped by us and our liability will be only assumed under the Policy where you have paid any additional premium as we may require to accept such differences.

#### 5. Adjustment of Premium

We retain the right to adjust the premium upon expiry of the Period of Insurance for the difference between the premium collected and premium calculated based on the Aggregate Limit sought and the sum of the individual limits of Indemnity per Contract, as may be declared to us during the Period of Insurance. Such adjustment will be subject to a minimum deposit of premium wherever agreed and specified in the Policy Schedule.

#### 6. Specific Underwriting Condition

This Policy will be subject to any specific underwriting conditions that may be specified in the Policy Schedule. These conditions may be included either due to underwriting considerations or as mutually agreed between Insured and the company.

### 7. Cancellation

- a. You may cancel the Policy any time by informing us. We shall refund proportionate premium for the unexpired Policy Period provided there is no claim(s) under the Policy.
- b. We can cancel the Policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Policyholder.
- c. Policyholder's Policy will automatically be cancelled from the time the following occur:
  - Business becomes insolvent or is wound up or is permanently discontinued or a liquidator, administrator, receiver, manager and/or trustee in bankruptcy is appointed to Policyholder or any of Policyholder's assets.
  - Aggregate Limit of Indemnity is exhausted under the Policy.

## TATA AIG GENERAL INSURANCE COMPANY LIMITED





## 8. Claim Conduct

- I. In case of any Occurrence that may give rise to a claim under your Policy, you must:
  - a. Inform Us of such Occurrence as soon as you can and in any event within a duration agreed and mentioned in the Policy Schedule of becoming aware of any such Occurrence. We may, at our sole discretion, condone the delay in notification of claim on merits based on the reason for delay furnished by you to us in writing.
  - b. Provide such written documents and information as we may require and, if asked, include verification of particulars on oath; and
  - c. Take all steps within your power to minimize the extent of loss, damage or liability;
  - d. Preserve any product affected (if applicable) and make it available for us or our representatives; and
  - e. Inform the police if the loss or damage has been caused by any act purporting to be an offence under the applicable laws; and forward to us every letter, written, summons and process in relation to your claim as soon as you receive it; and
  - f. Advise us in writing as soon as you receive notice of any prosecution or inquest that involves you and relates to your claim; and
  - g. Provide any assistance that we may reasonably require.
- II. Basis of Claim Settlement: All settlements made under the Policy shall be subject to the following conditions:
  - a. Covered Loss: Indemnification of your legal liability under any and all Contract(s) issued by you and covered under this Policy shall be always subject to the nature of Occurrence specified in the Policy Schedule, Sub-Limits, Deductible and Other Deductibles, and any General Exclusions specified under the Policy that may be applicable to a claim made against you.
  - b. **Records:** For any Contract(s) covered under this Policy and specified as such in the Policy Schedule, it is a condition precedent to liability of the Company that you shall create and maintain an MIS, which shall be an accurate and updated record containing the full particulars of each Contract issued by you, which also includes details of the underlying invoices. Such MIS shall be provided to us by you as and when requested.

#### 9. Inspection

You must allow us or our representative to inspect any Contract related documents and to audit any financial or other records relevant to this Policy at any reasonable time.

#### 10. Governing Law & Jurisdiction

Any interpretation of this Policy relating to its construction, validity or operation shall be made exclusively in accordance with the Indian laws. All payments under this Policy will be made in Indian Rupees only.

### 11. Reasonable Care

Without exception, you and your employees must take all reasonable steps to prevent incurring any loss, damage or liability.

#### 12. Subrogation

If you have a right to recover your loss from any other party, then, on accepting liability and indemnifying you under your policy, We shall be entitled to exercise that right in your name and for our own benefit, before or after any indemnification under this Policy. This is called 'subrogation'. you must fully co-operate with us in exercising that right.

### 13. Contribution

If at the time of any loss or damage, there is some other insurance of any nature whatsoever covering the same liability, whether effected by you or not, We shall not be liable to pay or contribute more than our rateable proportion of such loss or damage.

In case of multiple policies involving bank or other lending or financing entity - In case there is more than one insurance policy issued to the Customer/ Policyholder covering the same risk, we shall not apply contribution clause and shall pay its rateable proportion of such loss or damage.

#### 14. Exclusions

We shall not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred by you in connection with or in respect of the exclusions which are specifically stated in the 'Exclusions' section of the Policy.

#### 15. Renewal

This Policy will automatically terminate at the end of the Period of Insurance specified in the Policy Schedule. The Policy may be renewed by mutual consent and in such event the applicable premium should be paid to us on or before the date of expiry of the Policy. We shall not be bound to accept any premium for renewal or to give notice that such is due.

#### 16. Fraud and Non-Disclosure

This Policy has been issued on the basis of the information provided in respect of you in the Proposal Form, personal statement and any other details submitted in relation to the Proposal Form. The Company reserves the right, at its sole and absolute discretion, to cancel or avoid the Policy, repudiate any claim and/or seek legal recourse, on account of any non-disclosure (partial or full), fraud whether in terms of amounts or otherwise, misrepresentations of information/facts made at the proposal stage or the claim stage, with forfeiture of complete premium to us.

## TATA AIG GENERAL INSURANCE COMPANY LIMITED





## 17. Material Information

Material information to be disclosed includes every matter that you are aware of, or could reasonably be expected to know, that relates to questions in the Proposal Form and which is relevant to Us in order to accept the risk of insurance. You must exercise the same duty to disclose those matters to us before any renewal, extension, variation, endorsement of the contract. We may, adjust the scope of cover and/or premium, if necessary, accordingly.

### 18. Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this Policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### 19. Notices & Communications

Any notice or communication in relation to this Policy will be in writing and if it is to:

- i) You, then it will be sent to you at your contact details specified in the Policy Schedule.
- ii) Us, it will be delivered to our contact details specified in the Policy Schedule. No insurance agents, insurance intermediaries or other person or entity is authorized to receive any notice or communication on our behalf.

### V. Customer Grievance Redressal Procedure:

We are 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 **1800-266-7780/022-66939500** (tolled) or you may email to the Customer Service Desk at **customersupport@tataaig.com** 

#### 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 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@tataaig.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.

Office of the Ombudsman	Address & Contact Details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: <b>079-25501201/02/05/06</b> Email: <b>bimalokpal.ahmedabad@cioins.co.in</b>	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.: <b>080-26652048/26652049</b> Email: <b>bimalokpal.bengaluru@cioins.co.in</b>	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755-2769201/2769202 Fax: 0755-2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chhattisgarh.
BHUBANESWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: <b>0674-2596461/2596455</b> Fax: <b>0674-2596429</b> Email: <b>bimalokpal.bhubaneswar@cioins.co.in</b>	Orissa.

## TATA AIG GENERAL INSURANCE COMPANY LIMITED





CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: <b>0172-2706196/</b> <b>2706468</b> Fax: <b>0172-2708274</b> Email: <b>bimalokpal.chandigarh@cioins.co.in</b>	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: <b>044-24333668/24335284</b> Fax: <b>044-24333664</b> Email: <b>bimalokpal.chennai@cioins.co.in</b>	Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: <b>011-23232481/23213504</b> Email: <b>bimalokpal.delhi@cioins.co.in</b>	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: <b>0361-2632204/</b> <b>2602205</b> Email: <b>bimalokpal.guwahati@cioins.co.in</b>	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.: <b>040-23312122</b> Fax: <b>040-23376599</b> Email: <b>bimalokpal.hyderabad@cioins.co.in</b>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: <b>0141-2740363</b> Email: <b>bimalokpal.jaipur@cioins.co.in</b>	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: <b>0484-2358759/2359338</b> Fax: <b>0484-2359336</b> Email: <b>bimalokpal.ernaklam@cioins.co.in</b>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor,4, C.R. Avenue,KOLKATA - 700 072. Tel.: <b>033-22124339/22124340</b> Fax: <b>033-22124341</b> Email: <b>bimalokpal.kolkata@cioins.co.in</b>	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: <b>0522-2231330/</b> <b>2231331</b> Fax: <b>0522-2231310</b> Email: <b>bimalokpal.lucknow@cioins.co.in</b>	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Basti, Kaushambi, Balrampur, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: <b>022-26106552/26106960</b> Fax: <b>022-26106052</b> Email: <b>bimalokpal.mumbai@cioins.co.in</b>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & ThaneBallia, Sidharathnagar

# TATA AIG GENERAL INSURANCE COMPANY LIMITED



NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: <b>0120-2514252/2514253</b> Email: <b>bimalokpal.noida@cioins.co.in</b>	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
PATNA	Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: <b>0612-2680952</b> Email: <b>bimalokpal.patna@cioins.co.in</b>	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: <b>020-41312555</b> Email: <b>bimalokpal.pune@cioins.co.in</b>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

## Prohibition of Rebates - Section 41 of Insurance Act, 1938 as Amended by Insurance Laws (Amendment) Act, 2015:

- 1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.
- 2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

Section 64 VB of the Insurance Act 1938: Commencement of risk cover under the policy is subject to receipt of premium by TATA AIG General Insurance Company Limited.

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## TATA AIG GENERAL INSURANCE COMPANY LIMITED