

# MOTOR EXTENDED WARRANTY INSURANCE POLICY



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In consideration of the Insured having applied to Magma HDI General Insurance Company (hereinafter called "the Company") and having paid the Premium stated in the Schedule and subject to the terms, exceptions and conditions as herein provided, the Company agrees to indemnify the Insured, if any of the Vehicles sold or serviced by the Insured during the Period of Insurance shall require repair and/or replacement due to Mechanical Breakdown of the Components or parts as specified herein and causing a sudden stoppage of its function during the Extended Warranty Period, Provided that the Company's liability shall not exceed the Limits of Liability expressed in the Schedule or such other Limits of Liability as may be substituted thereon by memorandum attached hereon and agreed by the Company.

## **PART I – DEFINITIONS**

For the purpose of this Policy and the Schedule and any endorsements thereon, the following definitions apply:

**The Vehicle** means the Insured Vehicles described in the Schedule

**New Motor Vehicle** means a newly assembled motor vehicles sold ex-factory by the franchise holder or authorized dealer and which would be registered with the Road Transport Department for the first time.

**Components and Parts** means Components and Parts which are incorporated in the Vehicles by the Vehicle's Manufacturer.

**Mechanical Breakdown** means the unserviceability of a component for a reason other than wear and tear, normal deterioration or negligence causing a sudden stoppage of its function.

**Manufacturer's Warranty** means the warranty provided by the Vehicle manufacturer in respect of the complete Vehicle during the time of first sale of the new motor vehicle.

**Extended Warranty Period** means the warranty provided by the Vehicle manufacturer in respect of the complete Vehicle for an extended period commencing immediately after the expiry of the Manufacturer's Warranty

**Limit of Liability** means the maximum amount the company will pay in total of all claims in aggregate which may arise during the Extended Warranty Period up to and not exceeding the sum Insured as stated in the Certificate of Insurance or the amount specified in the Schedule. The Sum Insured is the retail price of the vehicle at the time of Purchase excluding registration and other related fees.

**Parts Covered** means parts and components that are covered under the Warranty which are specifically listed and described in parts IV hereof.

**Authorized Service Centre** means any service centre/workshop nominated by the vehicle manufacturer / authorized dealer or the Company and notified to the Insured in writing from time to time.

**Service Manual** means the manual provided by the vehicle manufacturer containing the maintenance and service schedule of the vehicle .

## **PART II – COMPONENTS AND PARTS COVERED**

All components and parts covered under the Manufacturer's warranty, enclosed as an attachment with the policy, is covered under this Extended Warranty policy.

PROVIDED THAT All major mechanical & electrical components that are warranted shall only be replaced wholly if repair and replacement of internal parts of the component is not possible or exceeds the total cost of the whole component.

## **PART III – COMPONENTS, PARTS AND EXPENSES NOT COVERED**

1. All Components & Parts not covered under Part II.
2. Paintwork, bodywork, water ingress and corrosion, glass, lenses, trim, bright work, door lock cylinders and airbags.
3. Wheels, wheel balancing, tyres, exhaust system and catalytic converter.
4. Engine tuning, cleaning of fuel lines, filters, nozzles, carburettors and pumps, drive belts that are not encased, impact or external damage, decarbonisation and failures caused by the build up of carbon deposits (including burnt valves)
5. All wiper blades and rubbers, hoses, pipes and unions.
6. Mountings (including engine mountings), tapings, supports, fixings, and fastening devices that has been incorrectly repaired or replaced or is subject to routine servicing adjustments.

7. Batteries, wires, terminals, reconnecting of disturbed electrical connections, lamps, bulbs, fuses, audio and in-car entertainment equipment and aerials and car telephones.
8. Failure of clutch and brake materials due to wear, adjustments, alignments and any items associated with manufacturer's recommended routine servicing, or failures due to the lack of oils or coolant through neglect.
9. Seals and gaskets that are subject to replacement or refitment as part of the normal service schedule.
10. Fuel, chemical, materials, additives, hydraulic fluids, oils or grease except where required in direct connection with a repair to a covered part.
11. The cost of normal servicing, service items and other items which can be expected to wear as part of their function.
12. Insured/Dealer may be held responsible for under the terms of other guarantee
13. Caused by manufacturing defect/fault involving all equipment in a model range.
14. V belts, hose and gas leaks, airbags for whatsoever cause in respect of Air Conditioned Vehicles.
15. Parts subjected to normal wear & tear, aging including spark plugs, Hi-Tension cords, clutch, axle boots, shock absorbers fuel filter, air filter, oil filter, rubber seals, brake pads, brake linings, wiper blades, clutch/ accelerator/brake cables, bulbs, fuses, fuel hoses, tyres, batteries, glasses, lenses.
16. Damages due to poor, incorrect, incomplete periodic maintenance.
17. All consumable including all lubricating oils, greases, suspension parts including tie rod, tie rod end's, brake oil & parts, unless required/necessitated to be replaced in connection with the replacement of a part falling under a valid extended warranty claim.
18. Parts requiring replacement /repair due to wear & tear, depreciation, moth, vermin, process of cleaning, restoring or renovating of scratches, affect of light, sun or any atmospheric conditions, bird droppings
19. Rusting of sheet metal parts, Silencer & catalytic converter
20. Loss of use or consequential loss, incidental or other damages including expense for gasoline, mechanic travel time etc.
21. Any liability for death, bodily injury or third party damage, Any legal liability, consequential loss, damage to occupants third party
22. impact, collision, accident, malicious damage, theft, attempted theft, fire, contamination, increased loss or damage through owner's negligence, misuse, abnormal use or insufficient care or use of spurious parts/parts not approved by the Insured.
23. Storm, flood, lightning, explosion, earthquake or Aircraft damage
24. War, civil war, rebellion, invasion, insurrection, hostilities, confiscation, nationalisation or loss resulting from order of Government or local Authority.
25. Ionising radiation or contamination by radioactivity
26. Loss or damage caused by
  - variation of or failure in water/electricity supply
  - incorrect installation or maintenance of external plumbing or electrical systems.
  - normal maintenance service and replacement of normal maintenance items including cleaning, polishing, minor adjustment, engine tuning, carbon cleaning, Wheel alignment, tyre rotation
27. Cosmetic and trip items, paints, upholstery, glass etc.
28. Body work, paint, glass, interior/exterior trim, in-car entertainment and communication system & connected equipment, exhaust systems
29. Improper handling, dismantling, fitting, repair, alteration, modification, fitment of accessories or parts not approved by manufacturer.
30. Mechanical & electrical breakdown caused by overloading, strain, overrunning, freezing, excessive pressure, short-circuiting, heating
31. Damage to fuel system including fuel pump & nozzle, caused by bad quality of fuel
32. Damage caused by improper storage, Hydrostatic lock, oil starvation.
33. Damage due to lack of lubrication.
34. Damage due to hydrostatic lock caused by rain /Flood.
35. Any part excluded under manufacturer's warranty as well as proprietary /Supplier's warranty.
36. Damages to rubber items i.e hoses & all seals( All other rubber parts other than consumables are included) and electrical parts i.e horns, bulbs, bulb lenses, fuses, switches, & relays( all other electrical parts included) forming standard fitments provided by the manufacturer.

#### **PART IV – GENERAL EXCLUSIONS**

This Policy does not cover any loss damage to liability or costs directly or indirectly caused by or contributed to or arising from or consequence of:

1. To any parts and components not listed under the heading of Parts Covered herein.
2. Whilst the Vehicle is used for racing, competitions, rallies, motor sporting events or of a purpose for which it is not licensed.
3. Any alterations or modifications not approved by the Manufacturer or the use of fitting of any parts or accessories that do not conform with the manufacturer's specifications or modification of a component from the manufacturer's specification.

4. Damage resulting from accident, fire, or other casualty, loading beyond the specified Vehicle weight rating or losses that would be covered under a Motor Insurance Policy.
5. Not serviced in accordance with the Service Requirement of the manufacturer, abuse or the continued use of the Vehicle after a fault has become evident.
6. Slight irregularities not recognized as affecting quality or function of the Vehicle or parts such as slight noise or vibration and defects appearing only under particular or irregular operations.
7. Gradual reduction in operation performance commensurate with age and kilometers covered by the Vehicle, normal wear and tear or deterioration.
8. Claims where the fault causing the Mechanical Breakdown was evident prior to the expiry of the Manufacturer's normal Warranty.
9. Consequential loss of any kind.
10. Liabilities to third parties.
11. War and kindred risks.
12. Nuclear or radiation risks
13. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
14. Manufacturer's recall in any way connected with the use or operation of any computer, computer system, computer software, programme or process of any electronic system as a consequence of (a) date change to the year 2000 or any other date change and/or (b) any change or modification of or to such computer, computer software, programme or process or any electronic system in relation to any such date change
15. The excess stated in the Schedule for each and every claim.

## **PART II – CONDITIONS**

### **1. Service Requirements**

- 1.1 The Vehicle must be serviced by the Manufacturer's authorized service centre in accordance with the time and kilometer intervals as recommended by the manufacturer in the service manual. Failure to service the Vehicle according to the recommended schedule in the service manual will render the Policy voidable.
- 1.2 All such services must be duly recorded and stamped in the service manual and signed by the servicing outlet. The Company shall have the right at all reasonable time to inspect such record book.

### **2. Claims Procedures**

- 2.1 No repairs may be undertaken or commenced under the terms of this Policy without the prior approval of the Company. All claims must be supported with relevant documentation. The Company reserves the right to examine the Vehicle and subject it to independent assessment. The result of the assessment will determine the Company's insured liability subject to the limit of liability.
- 2.2 Repair work must take place at a authorized service centre of the manufacturer of the Vehicle.
- 2.3 The cost of dismantling of the Vehicle will be paid in the event of a valid claim. However, if upon dismantling it is be found that the damage is not within the scope of the Extended Warranty Coverage, then the cost of dismantling must be borne by the Insured.
- 2.4 The Company reserves the right to deny indemnification under the terms of this Policy if any of the conditions specified has not been complied with or if the claim is due to defective material or workmanship or normal use.

### **3. Fraudulent Claims**

If a claim made by the Insured or Owner of the Vehicle is false or fraudulent or intentionally exaggerated or if any false declarations or statement is made in support thereof, no claim shall be recoverable hereunder.

### **4. Transfer**

This policy cannot be transferred to another vehicle. However, the benefits of this policy may be transferred in the following circumstances:

- 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 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

- In the event that the vehicle is sold to other subsequent purchaser, the policy will be transferred to the subsequent purchaser provided the new owner shall observe, fulfill and comply with all the terms conditions and exceptions of this Policy. It may also be transferred to the

## 5. Cancellation

The Company may cancel the Policy by sending thirty days notice by recorded delivery to the Insured at the Insured's last known address or the Insured may cancel the Policy on thirty days' notice to the Company by recorded delivery. In any such event of cancellation, the Company shall not be on risk for any vehicles sold and meant to be included in the Policy after the date of cancellation of the Policy. The Company's liability shall then be restricted to claims arising out vehicles sold and included in the Policy till the date of cancellation.

## 6. Jurisdiction

The indemnity provided by this policy shall not apply in respect of judgments which are not in the first instance obtained from a Court of competent jurisdiction within India, nor to orders obtained in the said Court for the enforcement of judgment made outside India whether by way of reciprocal agreements or otherwise.

## 7. Arbitration

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 dispute or difference 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.

## CLAIM SETTLEMENT

The Company will settle the claim under this Policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of thirty days of the Survey Report or the additional Survey Report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

## GRIEVANCE REDRESSAL PROCEDURE

The Grievance Redressal Cell of the Company looks into complaints from policyholders. If the Insured has a grievance that the Insured wishes the Company to redress, the Insured may approach the person nominated as 'Grievance Redressal Officer' with the details of his grievance.

Name, address, e-mail ID and contact number. of the Grievance Redressal Officer appears in the Policy document as well as on Company's website. An acknowledgement will be sent from the Grievance Redressal Cell within 24 hours of receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and the Company's response notified within 15 days of receipt of complaint.

Further, the Insured may approach the nearest Insurance Ombudsman for Redressal of the grievance. List of Ombudsman offices with contact details are attached for ready reference. For updated status, Please refer to website [www.irdaindia.org](http://www.irdaindia.org).

<b>Ombudsman Offices</b>	
<b>Areas of Jurisdiction</b>	<b>Addresses of the Ombudsman Offices</b>
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	<b>AHMEDABAD</b> 2nd Floor, Shree Jayshree Ambica Chambers, Nr. C U Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014 Tel: 27546150, Fax: 079-27546142 Email: <a href="mailto:insombalhd@rdiffmail.com">insombalhd@rdiffmail.com</a>
States of Madhya Pradesh and Chattisgarh.	<b>BHOPAL</b> 1st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011 Tel: 2578100, 2578102, 2578103, Fax: 0755-2578103 Email: <a href="mailto:insombmp@satyam.net.in">insombmp@satyam.net.in</a>
State of Orissa.	<b>BHUBANESWAR</b> 62, Forst Park, BHUBANESWAR-751 009. Tel: 2535220, Fax: 0674-2531607 Email: <a href="mailto:susantamishra@yahoo.com">susantamishra@yahoo.com</a> , <a href="mailto:ioobbsr@vsnl.net">ioobbsr@vsnl.net</a>
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	<b>CHANDIGARH</b> S.C.O No.101,102 & 103, 2nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017 Tel: 2706196 EPBX:0172-2706468 Fax: 0172-2708274
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	<b>CHENNAI</b> Fatima Akhtar Court , 4th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email: <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a>
States of Delhi and Rajasthan.	<b>DELHI</b> 2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002 Tel: 23239611, Fax: 011-23230858 Email: <a href="mailto:insombudsmandel@netcracker.com">insombudsmandel@netcracker.com</a>
States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	<b>HYDERABAD</b> 6-2-46, Yeturu Towers, Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 55574325, Fax:040-23376599 Email: <a href="mailto:insombud@hd2.vsnl.net.in">insombud@hd2.vsnl.net.in</a>

<b>Ombudsman Offices</b>	
<b>Areas of Jurisdiction</b>	<b>Addresses of the Ombudsman Offices</b>
State of Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	<b>KOCHI</b> 2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email:insuranceombudsmankochi@hclinfinet.com
States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	<b>KOLKATA</b> North British Building 29, N S Road, 3rd Floor, KOLKATA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
States of Uttar Pradesh and Uttaranchal.	<b>LUCKNOW</b> Jeevan Bhavan, Phase 2, 6th floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331 Fax:0522-2231310 E-mail: <a href="mailto:joblko@sancharnet.in">joblko@sancharnet.in</a>
States of Maharashtra and Goa.	<b>MUMBAI</b> 3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W),Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 <a href="mailto:ombudsman.i@hclinfinet.com">Email:ombudsman.i@hclinfinet.com</a>
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	<b>GUWAHATI</b> Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051