



IFFCO-TOKIO GENERAL INSURANCE CO. LTD.

Regd. Office: 34, Nehru Place, New Delhi - 110 019

## **Extended Warranty Insurance (Vehicle) Policy**

**UIN: IRDAN106P0003V01200708**

Whereas the Insured named in the Schedule has made to IFFCO TOKIO GENERAL INSURANCE CO LTD (hereinafter referred to as Insurer) a proposal which is hereby agreed to be the basis of this Policy and has paid premium to the Insurer for the same.

Insurer hereby agrees that in consideration of the payment of premium as specified in the Schedule to indemnify the Insured for cost of repair/ replacement of the parts mentioned in the list below suffering an electrical / mechanical breakdown in respect of vehicles of ..... make sold by the Dealer for damages suffered by such parts within the Period of Insurance as defined below, subject to the terms, exceptions, limitations and conditions contained herein or endorsed under the Policy.

### **1. DEFINITIONS:**

- 1.1 Proposal: An application stating details of the risk to be covered, submitted by the Insured to the Insurer for insurance.
- 1.2 Insurer: IFFCO TOKIO GENERAL INSURANCE CO. LTD.
- 1.3 Dealer: The agency selling the cars of ..... make. For the purpose of this Policy, it shall mean .....
- 1.4 Manufacturer: The Manufacturer of the Vehicle which is the subject matter of the Policy.
- 1.5 Vehicle: The Vehicle of ..... make sold by the aforesaid Dealer, which is the subject matter of insurance under this Policy and described in the Proposal and Schedule as the Insured Vehicle.
- 1.6 Insured / Owner: The customer to whom the Vehicle was sold by the Dealer or a person to whom the Vehicle is subsequently transferred by the Owner, provided that the term Owner shall not include a Motor Dealer or Trader or a Garage Owner in whose custody the Vehicle is kept for the purpose of its reselling or repair.
- 1.7 Period of Insurance: The period of .....month commencing from the date of inception of the cover till the expiry date as specified on the Policy Schedule, for which period the required premium has been paid by the Insured and received by the Insurer. This period shall represent the ..... year of registration of the Vehicle i.e. from the inception of the .....month till the expiry of the .....month from the original registration date of the Vehicle.

- 1.8 Breakdown: The sudden and unforeseen failure of the under mentioned parts of the Vehicle (but not by normal wear and tear, normal deterioration or negligence) necessitating immediate repairs or replacement.
- 1.9 Normal Wear and Tear: The gradual reduction in operating performance of a covered part of the Vehicle, having regard to the age of the Vehicle and the distance it has traveled.
- 1.10 Manufacturer’s Warranty: It means the original equipment warranty coverage provided by the Manufacturer from date of first registration of the Vehicle.
- 1.11 The Vehicle parts covered under this Policy are as listed below:

Sl. No.	Part Name
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

**2. EXCLUSIONS:**

The Insurer shall not be liable for loss or damage in respect of the following:

- 2.1 Any Breakdown occurring outside the geographic limits of India.
- 2.2 Any Breakdown relating to parts other than those covered by Manufacturer’s Warranty.
- 2.3 Normal maintenance service required on the Vehicle and its accessories, including oil and fluid changes, headlight alignment, fastener tightening, wheel balancing, wheel

alignment, carburetor adjustments, ignition timing, valve clearance, body work, painting, glass, interiors / exteriors and exhaust system and/ or repair of oil leaks caused by gasket or seal failure.

- 2.4 Any loss where the speedometer has been tampered with, altered or disconnected.
- 2.5 (i) Repairs, replacement or alterations not authorized by the Dealer or Manufacturer, Vehicles or insured parts which have been in any way modified from the Manufacturer's specification or to any non Manufacturer fitted part or directly related to or caused by fitting of any non Manufacturer fitted part.
- (ii) Vehicles which have been repaired other than at the Dealer's or Manufacturer's approved workshop or utilization of parts or accessories not approved by Manufacturer.
- 2.6 Any loss arising out of the Vehicle being used for any sort of competition, sport or rally racing, pace making, reliability trials, over loading, towing without suitable recommendation by the Manufacturer, transport for hire or reward of persons or goods, taxi services, hire or driving school or any commercial use.
- 2.7 Liability which attaches by virtue of an Agreement (except as mentioned under the Extended Warranty Scheme), but which would not have attached in the absence of such Agreement.
- 2.8 Consequential loss of whatsoever nature.
- 2.9 Loss, destruction or damage to any property whatsoever or any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:-
- i Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - iii Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
  - iv War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 2.10 Any Breakdown occurring which is due in whole or in part to any type of accident or any act or omission which is willful, illegal or grossly negligent, or any repairs required as a result of continued operation of the Vehicle once a defect or fault has occurred.
- 2.11 Any Breakdown to a component or components which are either subject to recall by Vehicle's Manufacturer or can be considered as having inherent design faults.

- 2.12 Any Breakdown caused by corrosion, frost, rust or elements of nature.
- 2.13 Any Breakdown caused by lack of maintaining proper levels of or contamination of antifreeze/coolants, lubricants, hydraulic fluid or due to overheating.
- 2.14 Damage arising from:-
- i Normal wear and tear, including but not limited to bulbs, batteries, tyres, tubes, spark plugs, brake linings, belts, hoses, filters, wiper blades, brushes and clutch assembly plates where failure is due to burnt clutches.
  - ii Faulty repair or incorrect servicing of the Vehicle.
  - iii Foreign matter entering the fuel or cooling system.
  - iv Contaminated or incorrect types or grade of oil, fuel, lubricants, hydraulic fluids or any additives not recommended by the Manufacturer of the Vehicle.
- 2.15 Damage in respect of those Vehicles which have not been regularly serviced in accordance with the Manufacturer's or Dealer's recommendations.
- 2.16 Damage as a result of Vehicle not being operated in accordance with the operating instructions of the Owner's manual.
- 2.17 Insignificant defects that do not affect the functions of the Vehicle, including but not limited to sound, vibration and fluid seepage.
- 2.18 Any service items and other components subject to routine maintenance or servicing, or any part which has not failed but replaced due to no reason.
- 2.19 Detention, confiscation, destruction or requisition by or under the order of any Government or Public or Local Authority.
- 2.20 Chipping, scratching, denting, paint or body damages, glass, entertainment and communication equipments in Vehicle.
- 2.21 Any cause of loss, if reported to the Dealer/Manufacturers more than 30 days after the relevant fault has become apparent in the Vehicle.
- 2.22 Any claim for loss or damage attributable to perils covered / coverable or admissible under a Comprehensive Motor Insurance Policy of any Insurance Company.
- 2.23 Any part which is covered but not available (liability in any case will be restricted to the required part and not to any replacement or repair of the entire component)
- 2.24 Any claim where the Insurer or authorized representatives of Insurer have not been contacted prior to repair(s).

- 2.25 Any cost(s) incurred in improving or reconditioning of the Vehicle or parts to a condition superior to that at the time of purchase.
- 2.26 Any cost of diagnostic or dismantling nature, unless accepted as part of an authorized claim.

**3. CONDITIONS:**

- 3.1 The coverage under this Policy shall run concurrent with the Insurer’s Comprehensive Auto Protector Policy separately obtained by the Owner from the Insurer for the same period of cover as under this Policy, and shall become void in the absence of that Policy.(CONDITION PARAMOUNT)
- 3.2 Every notice or communication to be given or made under this Policy shall be delivered in writing to the Policy Issuing Office of the Insurer.
- 3.3 The Policy shall become void and all premium paid hereon shall be forfeited in the event of mis-representation or mis-description or non-disclosure of any material fact/s by the Insured / Dealer/Manufacturer.
- 3.4 Cancellation: - This Policy may be cancelled by either party at any time by giving 7 days notice in writing to the other party at their last known address. The mode of refund of premium if any shall be as follows:

If the Policy is cancelled by the Insured and subject to no claim having been reported, the premium will be refunded on short period scales as specified below. In case of reported claim, no refund shall be payable.

<u>Period for which Policy has been in force</u>	<u>Refund percentage (On annual premium)</u>
Upto one month (30 days)	80%
More than 1 months up to 2 months	70%
More than 2 months up to 3 months	60%
More than 3 months up to 4 months	50%
More than 4 months up to 5 months	40%
More than 5 months up to 6 months	30%
More than 6 months up to 7 months	25%
More than 7 months up to 8 months	20%
More than 8 months up to 9 months	15%
More than 9 months	No refund of premium

If the Policy is cancelled by the Insurer, the premium will be refunded on pro-rata basis for the unexpired Period of Insurance.

- 3.5 The Insured shall inform the Insurer immediately on the occurrence of any claim under the Policy. The Insured shall furnish all such explanations, vouchers, proofs or ownership and date of sale, comprehensive insurance of Vehicle, other evidence, information,

particulars and documents as the Insurer may, in its absolute discretion, require for the substantiation of claim under the Policy.

- 3.6 (i) The Insured will keep full and proper books and records in respect of this Policy and these books and records shall be open for inspection by the Insurer as and when required. The Insurer will have permission to visit the Insured's / Dealer's / Manufacturer's premises in connection with this Policy. The Insurer will have the right to review and assess any claim directly or through their appointed Surveyors or authorized representative(s). The Insured shall comply with all the formalities and submit all relevant documents in support of any claim made under this Policy.
- (ii) The Insurer reserves the right to take over and conduct in the name of the Insured or any person seeking benefit under the Policy, the defence or settlement of any claim. Further, the Insurer also reserves the right to take proceedings at their own expenses and for their own benefit, but in the name of Insured or any other person who is claiming or has received benefit, to recover any payment or due under the Policy.
- 3.7 If at the time of any loss or damage arising out of the contingencies covered under this Policy, an insurance shall be subsisting with any other Company covering such property, whether such insurance was effected by the Dealer/Manufacturer or the Owner, or any other person or persons on behalf of the Dealer/Manufacturer or the Owner, the Insurer shall only be liable to pay or contribute its rateable proportion of any such loss or damage.
- 3.8 If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Dealer/Manufacturer or the Owner or anyone acting on behalf of the Dealer/Manufacturer or the Owner, all benefits under this Policy shall be forfeited.
- 3.9 If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they can not 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 of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Insurer has disputed or not accepted liability under this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to a right of action or suit under this Policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.
- 3.10 Subject to the above condition on arbitration and without affecting the validity of the Arbitration Clause, the parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the competent Court in India.

3.11 If the Insurer shall disclaim liability to the Insured for any claim hereunder and such claim has not been made the subject matter of a suit in a Court of Law within 12 calendar months from the date of such disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

3.12 The due observance and fulfillment of the terms, provisions, conditions and endorsement of this Policy, insofar as they relate to be done or complied with by the Insured shall be condition precedent to any liability of the Insurer to make any payment under this Policy.

#### **4. LIMIT OF LIABILITY / EXCESS:**

4.1 The overall coverage under the Policy will be limited to Rs ..... for the entire Period of Insurance as specified in the Schedule.

4.2 The Policy will carry a Compulsory Excess of Rs. .... for each and every claim.

#### **5. WARRANTY:**

In the event of any Breakdown, the Vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Vehicle be driven before the necessary repairs are effected, there shall be no liability of the Insurer for any escalation of the damage or for any further damage to the Vehicle.

The Vehicle covered under the Policy must be serviced only at the specified Dealer's workshop for considering a claim under the Policy.