



WITH YOU ALWAYS

## TWO WHEELER EXTENDED WARRANTY INSURANCE POLICY

UIN No: IRDAN108RP0003V01201718

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## POLICY WORDINGS

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### **Tata AIG General Insurance Co. Ltd.**

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IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425



# Two Wheeler Extended Warranty Insurance Policy

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TATA AIG General Insurance Company Limited (We, Our, Company or Us) will provide the insurance cover detailed in the **Policy** and any endorsements thereto for the **Policy Period** as defined in this **Policy**, to the **Insured Person** in reliance upon the statements contained in the Proposal which shall be the basis of this **Policy** and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this **Policy**.

## SECTION I – DEFINITIONS

- Accident**– means a sudden, unexpected, unforeseen and undesirable physical event, caused by external violent and visible means beyond the control of the **Insured**.
- Accessories–Accessories** shall include engine plate, footrest, shocker lock, luggage net, seat support, mat, channel patti and items of similar nature.
- Breakdown**– means the mechanical, electronic and/or electrical defects and or failure of a **Product** that causes it to not function in its intended manner.
- Call out charges**– means repairman cost i.e. labour and transport including vehicle towing charges subject to maximum of Rs.1000 per claim. Payable if incurred and substantiated with proof.
- Consumable Items** –Consumable shall include engine oil, gear box oil, lubricants, nut & bolt, screw, distilled water, grease, oil filter, bearings, washers, clip, break oil and items of similar nature excluding fuel
- Deductible**– means the amount which shall be borne by the **Insured in** respect of each and every claim made under this **Policy**. The **Company's** liability to make any payment under this Policy is over and above the **Deductible as** mentioned in **Schedule**.
- Depreciation**– means the reduction in the value of the Vehicle over time, due to use, wear and tear or obsolescence.
- Entire Contract**–This **Policy constitutes** the complete contract of insurance. No change or alteration in this **Policy shall** be valid or effective unless approved in writing by the **Company**, which approval shall be evidenced by an endorsement on the **Policy**.
- Fails / Failed / Failure**– means the inability of any part of the **Insured Vehicle** covered under the **Policy** to satisfactorily perform its intended function but exclude **Breakdown** or reduction in operating performance due to wear and tear of the part, consistent with its age and performance.
- Fair Market Value**– means value of **Insured Vehicle** determined by authorized representative of the **Manufacturer**.
- Insured**– means the person or organization named in the **Schedule**.
- Insured Vehicle** – means motorized two wheeler which is the subject matter of insurance under this **Policy** and which is specifically appearing as such in the **Schedule** to this **Policy**.
- Insured Event** – **Insured Event** in relation to the **Insured Vehicle**, shall mean failure of a part or parts, as covered under the **Policy** of the **Insured Vehicle** due to mechanical, electronic or electrical **Breakdown** occurring during the Period of Insurance, under **Normal Operating Condition** of the **Insured Vehicle**.
- Manufacturer** – means the producer (makes or assembles or processes or packages or labels or advertises or issues instructions for use/maintenance of the device) of the **Insured Vehicle**.
- Manufacturer's warranty / guarantee** – The original warranty/guarantee given by the respective **Manufacturer** in respect of a **Product**.
- Manufacturer's warranty / guarantee Period** – The uninterrupted period of the **Manufacturer's warranty / guarantee** cover as stated on the original official **Manufacturer's warranty / guarantee** certificate or publication.
- Normal Operating Condition** – Ability of the **Product** to perform its specified function subject to the acceptable level of change in performance due to ageing or climatic conditions. The acceptable

level of change for this purpose will be as per the respective **Manufacturer's** specifications.

- Normal Use** – Use of the **Product** in accordance with the **Manufacturers** guidelines for **Product** usage including but not limited to regular maintenance and upkeep of the **Product**.
- Own Damage– Own Damage here means** loss or damage to the vehicle **Insured** and/or its **Accessories** due to act of god perils, fire, burglary, theft and by **Accidental** external means as covered under package **Policy**
- Policy**–means **Your** proposal, the **Schedule, Our** covering letter to **You**, the **Policy** document and any endorsements attaching to or forming part thereof either at inception or during the **Policy Period**.
- Policy Period**– means the period commencing from the risk inception date and hour as shown in the **Schedule** and terminating at midnight on the expiry date as shown in the **Schedule**.
- Product**–**Product** for this **Policy** is motorized two wheeler which is subject matter of this insurance.
- Sum Insured**– means the amount stated in the **Schedule**, which is (same as expressly stated to the contrary) maximum amount of cover available
- Schedule**– means this **Schedule** and parts hereof and any other annexure/s appended, attached and/or forming part of this **Policy**.
- Time Excess** – means the period of time that has to elapse post the commencement of Period of Insurance after which the coverage under the **Policy** will become effective in respect of the **Insured Vehicle**.
- We, Us, Our, Company** – TATA AIG GENERAL INSURANCE COMPANY LIMITED.
- You, Your** – The **Insured** mentioned in the **Policy Schedule**.

## SECTION II – Scope of Coverage

The Company will indemnify the **Insured** during the **Policy Period** against the repair or replacement costs including **Call out charges** in respect of the **Insured Vehicle** caused by a **Breakdown** or failure of a mechanical, electronic or electrical part provided that the liability of the Company in respect of any **Insured Vehicle** in any one **Policy Period** shall not individually or in the aggregate exceed the **Sum Insured** as stated in the **Schedule** subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed. This **Policy** will cover all **Products** manufactured in India and/or legally imported in India.

Subject to a deduction of **Depreciation** at the rates mentioned below in respect to the parts replaced:

1	For all rubber/nylon/plastic parts, tyres, tubes and batteries	50%
2	For fiber glass components	30%
3	For all parts made of glass	NIL
4	Rate of <b>Depreciation</b> for all other parts	
	Age of the Vehicle	%of <b>Depreciation</b>
	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 year but not exceeding 3 years	15%
	Exceeding 3 year but not exceeding 4 years	25%
	Exceeding 4 year but not exceeding 5 years	35%
	Exceeding 5 years	50%

### Insured Event

**Insured Event** in relation to the **Insured Vehicle**, shall mean failure of a part or parts, as covered under the **Policy** of the **Insured Vehicle** due to mechanical electronic or electrical **Breakdown** occurring during the

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Period of Insurance, under **Normal Operating Condition** the **Insured Vehicle**.

A mechanical, electronic or electrical **Breakdown** should result in inability or incapacity of the **Insured Vehicle** to perform as per **Manufacturer's** specifications under normal operating circumstances. Any **Breakdown** arising out of gradual decline in output or performance due to age or usage of the **Insured Vehicle** shall not be construed as **Insured Event** under this **Policy**.

## Benefits Payable Under The Policy

We will indemnify the Insured for the cost incurred as per **Schedule** for repair and replacement subject to terms, conditions and exclusions as mentioned in the **Policy** upon occurrence of mechanical, electronic or electrical **Breakdown** of **Insured Vehicle** anywhere in India within the period of insurance.

If a repair will cost more than the purchase price of a replacement, we reserve the right to replace the **Product/Insured Vehicle** with a new equivalent model with similar specification and features, not to exceed the original purchase price of the **Insured Product** subject to terms and conditions of the **Policy**.

The **Deductible** amount as indicated in this Policy Schedule shall be borne by the **Insured** in respect of each claim or series of claims arising out of one single event.

The Company reserves the right to –

- I. Repair the parts necessary to restore the **Insured Vehicle** to its normal working condition; OR
- II. Agree to replace any such parts (which cannot be repaired) of same quality directly from the **Manufacturer** or open market; OR
- III. Reimburse the Insured for reasonable cost incurred whether repair/replacement to restore the vehicle to its normal working condition. Any such payment will be total discretion of the Company and will be deemed to be total discharge of liability in respect of claim. Basis of reimbursement will be **Fair Market Value** as mentioned in section "Limits of Liability".

Company's maximum liability will be limited to conditions as mentioned in section "Limits of Liability" on **Policy Schedule**.

## Products eligibility for coverage:

All motorised two wheelers manufactured in India and/or legally imported in India covered under **Manufacturer's** warranty used for personal, domestic & leisure purposes will be eligible for coverage under this **Policy** provided the **Product** must have **Manufacturer's** warranty for at least one year. Extended warranty coverage can be taken for 1 year, 2 year or 3 year.

## Coverage Type:

A coverage will trigger when a mechanical, electronic or electrical **Breakdown** resulting in inability or incapacity of the **Insured Vehicle** to perform as per **Manufacturer's** specifications under normal operating circumstances as defined in **Manufacturer's** service book.

We will cover reimbursement of repair or replacement cost which includes cost of parts and associated labour cost and **Call out charges** for the vehicle wherein the claim is arisen due to mechanical, electronic or electrical Breakdown. In all circumstances the covered vehicle will be repaired only at authorised garages of Company &/or **Manufacturer**.

## Limits of Liability:

- (a) **Per Repair:** -The Company's liability for any one repair shall be limited to the original purchase price of the **Insured Vehicle** or **Fair Market Value** of the **Insured Vehicle** whichever is lower. This will be subject to the **Deductible** and/or **Depreciation** as applicable.
- (b) **Aggregate:** - The sum of all the claims incurred during the **Policy Period** for any **Insured Vehicle** shall not exceed the original purchase price of the **Insured Vehicle** or current cost of the vehicle with similar feature, specification and functionality (at the time of said repair), whichever is lower. This will be subject to the **Deductible** and/or **Depreciation** as applicable.
- (c) **Fair Market Value:** - Determination of **Fair Market Value** of the **Insured Vehicle** will be decided only by any authorised representative of the Company which will be final and binding on the **Insured**.

(d) **Time Excess:**-This **Policy** is subject to **Time Excess** from inception of **Policy** as specified in the **Schedule**.

(e) **Deductible:**-5% of claim amount subject to minimum of Rs.1000 of each and every claim.

**What is covered –** Following parts are covered under the **Policy**:

1. Head Cylinder and Cover Cylinder Head;
2. Crankshaft and Camshafts;
3. Rocker Arm Shaft;
4. Sprocket Cam Shaft Complete Assembly;
5. Piston Rings;
6. Rocker Arm and Rocker Arm Bearing;
7. Inlet and Exhaust valve;
8. Cylinder Block and Piston;
9. Oil Pump;
10. Pinion Gear;
11. Alternation Assemble (Stator and Rotor), Regulator/ Rectifier;
12. Crankcase LH and RH Crankshaft and Tod Bearings;
13. Main Bearings;
14. Clutch Cover;
15. Starter Motor Assembly and Solenoid;
16. Transmission Assembly including but not limited to Main Drive Gear, Gear/Transmission Shafts, Gear and Gear Box Bearings, Transmission Sprocket, Rear Wheel Sprocket and Drive Belt;
17. Speedometer Assembly and fuel Cork;
18. ECM, BCM, TSSM, TS and HCM, CD Player/ Radio/ Navigation system;
19. Gas Cap Tank and Fuel Pump included;
20. Brake Disk Rotors and Brake Caliper Assemblies. Master Cylinder Assemblies – Front and Rear;
21. All sensor, Relays, Regulator/Rectifier, Wiring Harness and Vehicle Switches;
22. Fork, Shaft, Cam Gear Shift and Plate. Stopper and Springs;
23. Gear Kick Starter, Ratchet kick Starter and Shaft Kick Starter;
24. Brake Disk Rotors and Brake Caliper Assemblies, Master Cylinder Assemblies-Front and Rear;
25. SAI Valve Assembly;
26. Combined Digital CDI, Electronic Flasher Unit, Wiring Harness, Ignition Switch and Throttle switch;
27. Frame Assembly, Swing arm Assembly, Rear Shock Absorber (for Leakage Only);
28. Silencer and Front Fork Assembly;
29. Throttle Body;
30. Suppressor's Caps.

**Parts NOT covered are –**

1. All Fasteners, Oil seals, Cables, Gaskets, Rings (excluding Piston Rings), O-Rings, rubber items, Hoses and Bulbs;
2. Stem Oil seal, Guide Valve, Spring Valve Inner and Outer, Cam Chain, Tensioner and Guide Cam Chain. Adjuster Assembly Tensioner;
3. Clutch Plates and Hub. Cir Clips. Oil Filter and Sprockets (except those expressly included), Thrust Washer Engine Oil;
4. Upper and Lower Front Fork Bracket Assembly;
5. Wheel Bearing;
6. Throttle Cables. Clutch Cables and Gear Speedometer;
7. Tyres and rims, Inner Tube, Front Fork Oil Seal, Fork Oil;
8. Battery, tyres and tubes, brake pads.

**Standard Exclusions** -The Company shall not be liable under this **Policy** for:

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1. Payment of **Deductible** – whether imposed or compulsory as specified in the **Schedule**;
2. Any claim arising within **'Time Excess'** as specified in the **Policy Schedule**;
3. Any loss or damage due to adulterated fuel in any form & usages of non distinctive fuel as mentioned in the owner's manual;
4. Any repairs/replacement on account of mechanical, electronic or electrical failure existing before the commencement of Period of Insurance and was made good or repaired/replaced by the **Manufacturer** and the current event is evident to be arisen due to the said event irrespective of when the failure actually occurred.
5. Break down due to –
  - I. 'Act of God Perils' such as Flood, Earthquake, Storm, Typhoon, Inundation, Cyclone etc.;
  - II. Riot, Strike, Malicious and Terrorism Damage;
  - III. Any willful act, neglect or negligence of **Policyholder**;
  - IV. Usage of **Insured Vehicle** in competitions, motor sports, pace-making, speed testing or reliability trails, transportation of goods or for hire as taxi (commercial use) or is being driven by any person not holding a licence to drive the **Insured Vehicle**;
  - V. Failure of the **Insured** to observe usage guidance stipulated by the **Manufacturer** including any non adherence of servicing maintenance guidelines recommended in the owner's manual and/or service booklet or service or maintenance conducted by any centre not authorized by the Company;
  - VI. Normal Wear and Tear of the Parts of the **Insured Vehicle** as decided by authorized workshop;
  - VII. Gradual decline in output or performance due to age or usage of the **Insured Vehicle**;
  - VIII. Faulty installation or connections or fitting of external LPG/CNG unit other than a unit supplied, fitted or endorsed by the **Manufacturer** in the **Insured Vehicle**;
  - IX. Any type of modification in the **Insured Vehicle** not approved by the **Manufacturer**;
  - X. Frost, water, freezing liquids, rust, corrosion, sludge or silt or other foreign or waste matter;
  - XI. Overloading, strain, overturning, freezing, excessive pressure, overheating or short-circuiting;
  - XII. Poor workmanship of service personnel of authorized workshop or faulty parts supplied/used by the authorized workshop;
- XIII. Product Recall by the Manufacturer.**
6. All the cost will be excluded for:
  - I. Any loss directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel for the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission;
  - II. Loss directly or indirectly caused by or contributed to by or arising from nuclear weapon materials;
  - III. Loss directly or indirectly occasioned by happening through or in 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;
  - IV. Loss or damage arising out of improper storage or transportation or mishandling at the time of towing and the like;
  - V. Loss or damage resulting from hard driving due to race, rally or illegal activities;
  - VI. Parts wherein long term guarantee is provided by the **Manufacturer** itself;
  - VII. Parts which are either recalled by the **Manufacturer** or identified as having faulty design defects by the **Manufacturer** itself;
  - VIII. General maintenance, adjustments, resetting of controls, tuning, cleaning and the like;
  - IX. Accessories** and all **Consumable Items**. This includes but not limited to batteries, light bulbs, filters, brush, belts, leads, terminal connections, plugs, various types of oils and the like;
  - X. Repairs to any parts which are not listed in the Policy wording
  - XI. Repairs to damage caused by scratching or denting or from the direct application of a tool to interior or exterior paint work or casing or any other part of the **Insured Vehicle**;
  - XII. Labour charges for the parts which are covered under the **Product** however no fault has been identified;
  - XIII. Total replacement of **Insured Vehicle** in case the replacement of parts is no longer manufactured or repair is not possible which is confirmed by the authorized workshop;
  - XIV. Rectification of blockages and/or damages caused due to any foreign body;
  - XV. All damages caused due to an **Accident**. The Company shall not be liable for any **Breakdown** consequent to an **Accident** or covered under **Own Damage** section of the two wheeler package **Policy**;
  - XVI. Any claim where the damage to a covered component was caused due to fault in non-covered component and/or claims of insignificant defect not affecting vehicles performance of sound, vibration or fluid/oil seepage and the like;
  - XVII. Any **Insured Vehicle**, on which engine number or chassis number is deleted, defaced or altered;
  - XVIII. Any maintenance, adjustments, upgrade, modification and/or re-programming required to any part covered;
  - XIX. Any failure due to unauthorized repairs, improper handling (including but not limited to storage, dismantling, fitting, repair, alteration, modification), inaccurate diagnosis and/or repair, use of spurious parts, parts of incorrect specification and/or parts of faulty manufacture or alterations or modifications (including fitment of any performance accessory/s) to the **Insured Vehicle** not permitted by the **Manufacturer** or authorized workshop;
  - XX. Failure of the **Product** to perform as designed which is not directly attributable to mechanical, electronic or electrical Breakdown of the **Insured Vehicle**;
  - XXI. Damages caused by fire, theft, lighting, flood, road **Accident**, ingress of moisture or other risks which could be covered under **Own Damage** section of normal two wheeler package **Policy**;
  - XXII. Loss due to vermin, animal or insect damage, bird droppings, effect of light, sun or any atmospheric conditions, dust and the like;
  - XXIII. Failure of the non-operational components such as but not limited to decorative finishing and lighting, external fitments etc. which are not part of standard specification of **Manufacturer**;
  - XXIV. All kinds of diagnostic costs, unless accepted as a part of an authorized claim;
  - XXV. Compensation for loss of use or any consequential loss whatsoever;
  - XXVI. Any damage caused to any article or property or death or bodily injury/disability caused to but not limited to any third party while carrying out the repair/replacement due to mechanical, electronic or electrical **Breakdown** of any part covered under this **Policy**
  - XXVII. Any claim which is fraudulent;

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XXVIII. Any repairs required due to aggravation of losses happening to the covered parts due to continued operation of the **Insured Vehicle** after the defect and/or fault has been identified earlier such as but not limited to seepage of oil/lubricant;

XXIX. Tampering of Odometer;

XXX. Loss due to the direct or indirect effect of an explosion, heat emission, irradiation resulting from the transmutation of atomic, nuclear or radioactivity as well as damages due to the effects of radiation invoked by the artificial acceleration of particles. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## SECTION IV – GENERAL CONDITIONS

### A) Conditions precedent to contract

1. Premium to be paid for the **Policy Period** before **Policy commencement** date as opted by You in the proposal form.
2. The entire premium for the **Policy Period** shall be paid before the **Policy** commencement date with an option of **Policy** tenure 1/2/3 years.

### B) Conditions during the contract

#### 1. Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy** insofar as they relate to anything to be done or complied with by the **Insured** shall be a condition precedent to any liability of the Company under this **Policy**.

#### 2. Reasonable Care

The **Insured** shall: a) take all reasonable steps to safeguard the **Insured Vehicle** against any **Insured Event** b) take all reasonable steps to prevent a claim from arising under this **Policy**.

#### 3. Cancellation

- a) This **Policy** may be cancelled by or on behalf of the Company by giving the **Insured** at least 15 days written notice and in such event the Company shall refund to the **Insured** a pro-rata premium for the unexpired **Policy Period**. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which this **Policy** is cancelled.
- b) This **Policy** may be cancelled by the **Insured** at any time by giving at least 15 days written notice to the Company. The Company will refund premium on a short rate basis by reference to the time cover as provided, subject to a minimum retention of premium & cancellation premium retention grid as provided below.
- c) Cancellation premium retention grid:

Motor Extended Warranty Insurance Refund Grid	Rate of Premium Retained		
	Period of Insurance/ Policy Period		
Within Manufacturer's Warranty	25%		
After Manufacturer's Warranty			
	1 Year	2 Year	3 Year
Within 3 months	50%	50%	40%
Between 3 to 6 Months	70%	50%	40%
Six to Twelve Months	100%	70%	60%
Twelve to 18 Months		90%	85%
Eighteen to 24 Months		100%	85%

Twenty Four to Thirty Six Months			100%
Subject to a minimum retention of Rs.200	50%	50%	40%

- d) If the **Policy** is cancelled prior to commencement of the **Policy Period**, we will retain minimum premium of Rs.200 towards administrative costs.
- e) No refund of premium shall be due on cancellation if a claim has been made under this **Policy**.
- f) In the event of termination of this **Policy** on grounds of mis-representation, fraud, non-disclosure of material facts, the **Policy** shall stand cancelled ab-initio and there will be no refund of premium.
- g) In the event the **Policy** is terminated on grounds of non-cooperation of the **Insured Person** the premium shall be computed in accordance with Our cancellation retention premium grid for the period the **Policy** has been in force, upon 15 days notice by sending an endorsement to Your address shown in the **Schedule** provided no claim has occurred up to the date of termination. In the event a claim has occurred in which case there shall be no return of premium.

#### 4. Governing Law

This **Policy** shall be governed by, and construed in accordance with, the laws of India applicable to agreements made and to be performed entirely therein.

#### 5. Territorial Limits

This **Policy** applies only to **Vehicles** manufactured in India and/or legally imported in India with proper documentation & import duty unless extended by us to include imported **Vehicles**.

The Geographical Area of Extended Warranty **Policy** may be extended to include –

- a) Bangladesh
- b) Bhutan
- c) Nepal
- d) Sri Lanka
- e) Maldives

#### 6. Transfer of Ownership

This **Policy** will continue to be in effect in case of transfer of the **Insured Vehicle** by the **Insured** for the balance **Policy Period** and **Sum Insured**. However such transfer must be intimated to the Company within 30 days of such transfer, in writing. Transfer of the **Policy** shall be made by the Company only upon the receipt of a specific request from the **Insured** along with the consent of the transferee in writing under recorded delivery to the Company, with the details of the transfer of the **Insured Vehicle**, the date of transfer of the **Insured Vehicle**, and the number and date of the **Policy** and the Company shall issue fresh certificate of insurance as evidence of change of ownership of the **Policy**. **Policy** will remain valid for 30 days from the date of transfer of ownership or until the expiry of the **Policy** (whichever is earlier), during which period a specific request for transfer of insurance shall be made to the Company.

#### 7. Substitution

This **Policy** does not permit any substitution of vehicle. Customer cannot substitute any other vehicle owned in place of **Insured Vehicle** in extended warranty **Policy**.

#### 8. Duties and Obligations after Occurrence of an Insured Event

Same as more specifically provided for elsewhere in the **Policy**, it is a condition precedent to the Company's liability

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under this **Policy** that, upon the happening of any event giving rise to or likely to give rise to a claim under this **Policy**:

- a) the **Insured** shall immediately give written notice of the same to the address shown in the **Schedule** for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
- b) the **Insured** shall not abandon the **Insured Vehicle** nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its representatives and appointees, and
- c) the **Insured** shall within 7 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and
- d) the **Insured** shall expeditiously provide the Company and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- e) the **Insured** shall allow the Company and its representatives and appointees to inspect the **Insured Vehicle** or any other material items, as per the 'Right to Inspect' Clause.

## 9. Right to Inspect

If required by the Company, its representatives and appointees, including a loss assessor or a surveyor appointed in that behalf, shall in case of any loss or any circumstances that have given rise to a claim under the Policy be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall, on being required so to do by the Company, produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the **Policy**. In the event of an admissible claim, the Company has the discretion of repairing or replacing any parts found to be defective with complete assembly or child parts wherever available.

## 10. Contribution

If, at the time of any claim, there is, or but for the existence of this **Policy**, would be any other **Policy** of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such claim, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.

## 11. Subrogation

The **Insured** and any claimant under this **Policy** shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this **Policy** whether such acts and things shall be or become necessary or required before or after the **Insured's** indemnification by the Company.

## 12. Salvage

All salvage and recoveries resulting from claims on covered **Products** will be the property of **TATA AIG**.

## 13. Cause of Action/ Currency for payments

No claims shall be payable under this **Policy** unless the cause of action arises in India, unless otherwise specifically

provided in **Schedule** to this **Policy**. All claims shall be payable in India in Indian Rupees only.

## 14. Policy Disputes

It has been agreed between the parties that any disputes concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with Indian Laws and only competent Indian courts shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such competent Court.

## 15. Arbitration Clause

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 approved in writing by the parties to the disputes/difference, or if they cannot agree upon a single arbitration 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. 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 referred to arbitration, as herein before 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 a 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.

## 16. 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.

## 17. Notices

All notices and other communications provided for in this **Policy** shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) sent by prepaid courier, with a record of receipt, or (iii) mailed by registered or certified mail, return receipt requested, at the respective address set forth hereinafter. Each notice or communication shall be deemed to be effective when given, unless otherwise specified herein.

Details for service of notice:

Address: Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013, Maharashtra, India.

E-mail: [customersupport@tataaig.com](mailto:customersupport@tataaig.com)

Facsimile: 022 66938170

## SECTION V – CLAIM PROCEDURE

### Conditions arising during claim

#### V(I) CLAIM INTIMATION

- a) In the event of a claim arising out of an **Insured Event** covered under this **Policy**, the **Insured** shall transport the **Insured Vehicle** to any location, authorized by the Company,

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for its inspection and repair at the earliest. The event shall be intimated, in writing, to the Company immediately of its occurrence. The **Insured** then shall arrange for the following at the direction of the Company:

- (i) Tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder including but not restricted to service booklets, owner's manual etc.
- (ii) Submit duly signed completed claim form.
- (iii) Copy of Motor Extended Warranty Insurance **Policy**
- (iv) **Manufacturer's** warranty certificate wherever required.
- (v) Original documents, indicating the purchase/invoice price of the **Insured Vehicle** or the documents of transfer of ownership in case, the Vehicle is a second hand purchase, including but not limited to the registration certificate for the **Insured Vehicle**.
- (vi) No objection certificate (NOC) from finance company, if hypothecated.
- (vii) Copy of all the maintenance/service invoices/records of the **Insured Vehicle**, prior to the **Insured Event**.
- (viii) All documentary evidence pertaining to transfer of ownership of the **Insured Vehicle**.
- (ix) Any other document as may be appropriately applicable against the warranty claim registered.

## V(II) BASIS OF CLAIM SETTLEMENT

In the event of a claim, the basis of claim settlement shall be as follows:

- a) Where the defective component of the **Insured Vehicle** can reasonably be repaired or reinstated at a cost less than the replacement cost, the Company will indemnify the **Insured** in respect of the expenses necessarily incurred to restore the **Insured Vehicle** to its state immediately prior to the happening of the **Insured Event**. No **Depreciation** shall be deducted.
- b) In the case of a total loss, the Company shall indemnify the **Insured** in respect of the restoration or replacement costs up to the **Sum Insured** set against the **Insured Vehicle** in the **Schedule**.
- c) The Company shall be entitled to retain any defective part replaced under the **Policy**.
- d) The liability of the Company in respect of any **Insured Vehicle** in any one **Policy Period** shall not individually or in the aggregate exceed the **Sum Insured** of the **Insured Vehicle** at the time of occurrence subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed.
- e) The amount payable in case of total as well as a partial loss shall be in excess of the applicable **Deductible**.
- f) The Company shall not be liable for any claims arising during the **Policy Period**, which is covered under the terms and conditions of any warranty, as specified in **Schedule** to the **Policy** or which may be subsisting on the **Insured Vehicle** during the **Policy Period**, irrespective of whether it is stated on the **Schedule** of this **Policy**. The Company shall not be liable for any **Deductible**, franchise, or co-payment nor will it be liable for any claim not payable under such warranty.
- g) 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.
- h) In the event the claim is not settled within 30 days as stipulated above, 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.

## SECTION VI - Endorsements (Applicable is shown on Schedule)

### LTEW1 Extension of Geographical Area

In consideration of the payment of an additional premium of Rs. ....-/- it is hereby understood and agreed that notwithstanding anything contained in this **Policy** to the contrary the Geographical Area in this **Policy** shall from the . . . / . . . to the . . . / . . . (both days inclusive) be deemed to include \*

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

**NOTE:-** Insert Nepal/ Sri Lanka/ Maldives/ Bhutan/Bangladesh as the case may be.

### LTEW2 Depreciation Reimbursement

In consideration of the payment of additional premium of Rs. ....-/- it is hereby understood and agreed that notwithstanding anything contained in this **Policy** to the contrary:

We will pay you the amount of **Depreciation** deducted on the value of parts replaced under Two Wheeler Extended Warranty Policy. We will pay for the first 2 claims reported to Us during the Period of insurance.

Special Conditions applicable to this cover in addition to the General Conditions:

- A claim where replacement of any part is not involved and no **Depreciation** is deducted under **Own Damage** claim, will not be considered as claim under this cover.
- Vehicle is repaired at any of our Authorised Garage/Authorised workshop/Authorised service station..

## SECTION VII - 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](mailto: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](http://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](mailto: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

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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: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	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: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	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: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 – 2596461/2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh - 160 017.	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir,
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: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of Pondicherry).
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: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	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: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	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: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	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.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484-2358759/2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	Kerala, Lakshadweep, Mahe- a part of Pondicherry
KOLKATA	Office of the Insurance	West Bengal,



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WITH YOU ALWAYS

	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	Sikkim, Andaman & Nicobar Islands	Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514250/ 2514252/2514253 Email: bimalokpal.noida@ecoi.co.in	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	
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, Ambedkarnag ar, Sultanpur, Maharajgang, Santkabirnaga r, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar			
			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
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-26106552/26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal. mumbai@ecoi.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane			
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Bagpat, Bareilly, Bijnor,	State of Uttaranchal and the following Districts o Uttar Pradesh: Agra,			

### Grievance Redressal Procedure:

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