

SMART CARE - Extended Warranty Insurance

Whereas the **Insured** by a proposal and declaration which forms the basis of this **policy**, has applied to Tata-AIG General Insurance Company Ltd. (hereinafter called the **Company**) and has paid the Premium mentioned in the schedule, the **Company** Agrees, subject always to the Terms, Conditions, Exclusions and Limitations contained herein, to indemnify the **Insured** in excess of the amount of **deductible** as mentioned in the schedule, if the **Insured** shall sustain any loss, damage or liability during the period of insurance stated herein, subject always to the **sum insured** against such loss as is herein provided.

Definitions

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

1. **Insured** means the person or organisation named in the schedule.
2. **Products** means a physical object or equipment which is the subject matter of insurance under this policy and appears specifically in the **Policy** schedule.
3. **Policy** means the proposal, the schedule, the policy document and any endorsements attaching to or forming part thereof either at inception or during the **Policy Period**.
4. **Policy Period** means the period between the commencement date and the expiry date as specified in the schedule.
5. **Sum Insured** means the amount stated in the schedule, which is (save as expressly stated to the contrary) the maximum amount that **We** will pay during the **Policy Period** for the loss
6. **Breakdown** means the mechanical and/or electrical defects of a **product** that causes it to not function in its intended manner.
7. **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 the **Policy** is in excess of the **Deductible** opted.
8. **Depreciation** means the reduction in the value of an asset over time, due to use, wear and tear or obsolescence.
9. **Carry-in basis** means portable **Product** that has to be carried / transported to the designated repair centre by **You** at **Your** cost.
10. **In-home basis** means the repair technician will visit the premises where the **Product** has been installed to provide the repair service.
11. **Call-out charge** is charge payable to arrange for the repair technician to visit the premises where the **Product** has been installed.
12. **We, Us, Our, Company** – TATA AIG GENERAL INSURANCE COMPANY LIMITED.
13. **You, Your** – The **Insured** mentioned in the **Policy** schedule.
14. **Policy Premium – Policy premium** is the amount paid for a insurance **Policy**.
15. **Consumable Item – Consumable Item** here refers to non durable parts or accessories of the domestic appliance which are non durable in nature and may be destroyed, dissipated, or spent during the normal operating usage of the product. For e.g. – In case of water purifiers, candles/filters are considered as consumables.
16. **Manufacturer's Warranty/Guarantee** - The original warranty / guarantee given by the respective Manufacturer in respect of a **Product**.

Coverage

1. This **Policy** will indemnify the **Insured** against the repair and replacement costs in respect to the **Product**, caused by a **Breakdown** arising out of manufacturing defects and/or due to poor workmanship of the service personnel of the authorized workshops during the policy period, provided that the liability of the **Company** in respect of any one **Product** in any one **Policy Period** will not individually or in the aggregate exceed the **Sum Insured** set against such item in the schedule.
2. **Depreciation:** In case of total loss or **product** replacement **our** maximum liability will not exceed the **sum insured** subject to the **depreciation** stated in the **Schedule**. However, no **depreciation** will be applicable if the **insured** has opted for a coverage with “NIL Depreciation”.
Depreciation for any Mobiles/Tablets is calculated at the rate of 25% per annum from the date of purchase of the **product** as stated in the invoice. For all other **products** other than Mobiles/Tablets, **depreciation** is calculated at 10% per annum from the purchase date of the **product** as shown in the invoice.
3. **Deductible:** The **Insured** has the voluntary option to select from the list of deductible as mentioned below:

NIL	Rs. 500	Rs. 1000	Rs. 2000	Rs. 5000	Rs. 7500
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The **Deductible** amount selected by the **Insured** is stated in the **Schedule** and shall be borne by the **Insured** first in respect to each and every event of partial loss. **Our** liability to make any payment under this **Policy** is in excess of the **Deductible** amount stated in the **Schedule**.

4. The cost of transporting the Non-portable **Product** to and/ or from the place of repair subject to maximum Rs 1,000 for each and every claim is covered under the **Policy**.
5. Food spoilage loss resulting from a covered **breakdown** of a refrigerator, freezer or **products** of similar nature is also covered up to the maximum amount of Rs 1500/- during the entire **Policy Period**.
6. **Value Added Service**
As a Tata AIG General Insurance customer, **we** are happy to offer **you** services which are intended to take care of **your products** and **your** worries in an unfortunate event of electrical or mechanical **breakdown**.

Pick & Drop Services for Mobiles Devices– In the event of mechanical or electrical **breakdown** of **your insured** mobiles, tablets, E book Reader and laptops; **we** will provide **you** with doorstep pick-up and drop facility for these **products** subject to the availability of **our** network. This list of all such serviceable locations will be made available to **You** on **our** website. Once the device is picked up and delivered to service center, the repairer will diagnose the problem, give an estimate and on approval from the **Company**; repair the device. Once the device is ready it will be delivered back to **you**.

General Conditions:

- (i) Conditions precedent to the contract:
 1. **Due Observance:** The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy** in so far 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. **Nature of Product:** The insured **Product** must be manufactured or legally imported in India
- (ii) Conditions applicable during the contract:
 1. **Reasonable Care:** The **Insured** shall:
 - a. Take all reasonable steps to safeguard the **Product** against any **insured** event.
 - b. Take all reasonable steps to prevent a claim from arising under this **Policy**.

2. **Dispute Resolution:** Any and all disputes or differences under or in relation to this **policy** shall be determined by the Indian courts and subject to Indian laws.
 3. **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 above. Each notice or communication shall be deemed to be effective when given, unless otherwise specified herein.
 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** covers **insured** events arising during the **Policy Period** within India. The **Company's** liability to make any payment shall be to make payment within India and in Indian Rupees only.
6. **Limits Of Liability**
- (a) Per Repair: - **Our** liability for any one repair shall in no event exceed the **sum insured** for the particular **Product** subject to **deductible** shown on the **Schedule** or the replacement price of the **Product** of a similar feature, specification and functionality, at the time of said repair whichever is lower, subject to the **depreciation** as stated in the schedule.
 - (b) Aggregate: - The total of all claims paid or payable during the **Policy Period** towards any particular **Product** shall not exceed the **sum insured** stated against the **Product** subject to **depreciation** shown on the **Schedule** or the replacement price of the **product** of a similar feature, specifications and functionality whichever is lower.
 - (c) Maximum Number of Repair: - Unlimited.
7. **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**.
 8. **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 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 to do so by the **Company**, produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstances in his possession and furnish copies of or extract 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**.
 9. **Cancellation:**
 - a) This **Policy** can be cancelled by or on behalf of the **Company** only on the grounds of established fraud, by giving minimum notice of 7 days to the Policyholder.
 - b) This **Policy** may be cancelled by the **Insured** at any time by informing us. We shall refund the proportionate premium for the unexpired policy period provided there is no claim(s) under the policy.
- (iii) Conditions applicable when a claim arises:
1. **BASIS OF CLAIM SETTLEMENT**
 - a. This **Policy** covers the cost of Parts and Labour for **Insured Products** on a **Carry-in basis** or **Call out charges** for **in-home** service (where applicable) on certain non-portable **Products** subject to the **deductible** as stated on schedule.
 - b. In the event of partial loss, **Deductible** as opted and as stated in the schedule will be deducted before making any payment to **You**.
 - c. If the calculated repair cost, after applying the eligible **Deductible** is more than 75% of the purchase price of the **Product**, **We** reserve the right to replace the **Product** with a new **Product** of similar features, functionality and specifications. In such cases **We** will pay the replacement cost of the new **Product** subject to **Depreciation** shown on the **Schedule** but not exceeding the original purchase price **You** paid for the insured **Product**.

- d. If the **insured** asset is not feasible to repair due to limited or non-availability of spare parts or due to any other reason whatsoever, **We** reserve the right to replace the product a new **Product** of similar features, functionality and specifications. In such cases **We** will pay the replacement cost of the new **Product** subject to **Depreciation** shown on the **Schedule** but not exceeding the original purchase price **You** paid for the insured **Product**.
 - e. In case replacement **Product** is not available, **Our** liability to pay under the **policy** will be limited to original purchase price of the **Product** subject to the **Depreciation** as opted and as stated in the **Schedule**. In such an event coverage will prematurely terminate with no refund of premium & the original **Insured Product** becomes **Our** property.
 - f. The **company** will make payments only after being satisfied with necessary bills and documents that the repairs have been carried out or replacements have taken place, as the case may be.
2. **Contribution:** If, at the time of occurrence of an event that gives rise to any claim under this **policy**, and if there is in existence of any other insurance covering the same liability, then the **Company** shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.
 3. **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**.
 4. **Fraud:** **We** will not be liable to pay under the **Policy** if any claim is in any manner dishonest or fraudulent, or is supported by any dishonest or fraudulent means or devices, whether by **You** or anyone acting on behalf of **You** and this **Policy** shall be void ab-initio without any premium refund.
 5. **Salvage:** All salvage and recoveries resulting from claims on covered **Products** will be the property of **TATA AIG**.

(iv) Conditions for renewal of the Policy:

1. **Renewal Notice:** Every renewal premium which shall be paid and accepted in respect of this **Policy** shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result in enhancement of the risk of the **Company** under this **Policy**. No renewal receipt shall be valid unless it is on printed form of the **Company** and signed by an authorized official of the **Company**.
2. The **Policy** may be renewed without our consent. The benefits under the policy or/and the terms and conditions of the policy, including premium rate may be subject to change 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.

Exclusions

(i) Standard exclusions applicable in all policies:

The **Company** is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- (a) Loss or damage for which the manufacturer of the **Product** is responsible under a guarantee and/or warranty.
- (b) Non-operating and cosmetic damage to the **Product**, such as damage to paintwork, **Product** finish, dents or scratches.

- (c) Loss or damage to accessories used in connection with the **Insured Product** that were not supplied at the time of purchase of the **Insured Product** by the **Insured**.
- (d) Replacement of any consumable item. These include, but are not limited to plugs, fuses, batteries, light bulbs, light covers, cables, filters, attachments, belts, toner, ribbons, drums, tapes or software, incorporated in a **Product** for which the **Policy** was purchased.
- (e) Normal wear and tear of items not integral to the functioning of the **Product**. Inconsequential aspects such as noises, vibrations, oil seepage and sensations that do not lead to dismal performance of the **Product**.
- (f) Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and de-scaling.
- (g) Where repair work is carried out by persons/agency that are not authorized by the **Company**.
- (h) Loss or damage arising out of any external cause, including but not limited to fire, earthquake, storm and or hurricane, abuse, misuse, sand, dust, water, negligence, flood, lightning, malicious damage, impact, corrosion, battery leakage, acts of god, act of terrorism, corrosion, denting, animal or insect infestation or intrusion, entry of foreign bodies, rust, blockage etc.
- (i) Loss or damage caused due to theft or burglary and robbery.
- (j) Loss or damage arising out of improper or abnormal electrical/gas/water supply or resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current.
- (k) Loss or damage caused by or arising out of the willful acts or willful gross negligence of the **Insured** and/or **Insured's** family and/or **Insured's** employees.
- (l) Failure of parts which are subject to recall by manufacturer of the **Insured** product.
- (m) Cost of removal or re-installation of the **Product**.
- (n) Reception or transmission problems resulting from external causes.
- (o) Problems or defects not covered under the original **manufacturer's Warranty/ Guarantee**.
- (p) Batteries, internal or external to the **Product**.
- (q) **Breakdown** caused by computer virus or realignments to **Products**.
- (r) Inherent Vice, Batch Failures, Recalls or Modifications to the **Product**.
- (s) Any cause for which the supplier and/or manufacturer is directly responsible
- (t) Failure to follow the manufacturer's instructions.
- (u) Loss or damage arising from incorrect installation and modification or alteration of any nature made in the electrical circuitry and/or physical construction of the **Insured Product**.
- (v) Loss or damage due to use of non-genuine parts and/or non-genuine oils.
- (w) Costs if no fault is found with the **Product**.
- (x) Costs arising from being unable to use the **Product** or from damage which results from the **Breakdown** of the **Product**.
- (y) Damage/failure caused before or during **Product** delivery.

- (z) Use of batteries, charger and / or accessories not approved by the manufacturer, incorrect electrical leads or connection.
- (aa) Any cost incurred with maintenance of the **Product**, including parts replaced in course of such maintenance operations.
- (bb) The cost of repairing, restoring or reconfiguring computer software.
- (cc) **We** are not responsible for any consequential or incidental damages arising from the use or loss of use of the **Product**.
- (dd) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- (ee) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (ff) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of any government or public local authority.
- (gg) If the **Product** is moved out of the country of purchase, it will not be covered by this **Policy**.
- (hh) Where the original serial number is removed, obliterated or altered from **Product**.

Claim Procedure

a) If **Your** covered **Product** does not work:

- Check the **Product** user manual / handbook to make sure the controls are properly set and check the fuse in the plug.
 - Check if **you** are covered under the terms and conditions of the **Policy**.
 - Please call our please call our 24*7 Customer Support No.: 022 6489 8282 or email us at customersupport@tataaig.com or Type '**WARRANTY**' and SMS to **5616181**.
 - **We** will make the appropriate arrangement's to resolve the problem. If the **Product** is portable **You** may be asked to take it to the nearest repair center.
- b) Notification Of Claim: - If an event occurs that may give rise to a claim under this **Policy**, or there are circumstances that are likely to give rise to a claim, **Insured** must Inform **Us** immediately, and, in any case by way of written intimation not later than 14 days from the occurrence of the loss or the event giving rise to the claim.
- c) **Insured** must provide **Us** with all relevant information, documentation and also any other assistance that **We** may reasonably require to enable **Us** or **Our** representatives to investigate any claim and/or to establish to **Our** reasonable satisfaction that a loss of the amount stated has occurred under this **Policy**.

Grievance Lodgment Stage

At TATA AIG, we strive to provide the best service to our customers. If you're not satisfied and wish to lodge a complaint, please call our 24*7 Customer Support No.: 022 6489 8282 or email us at customersupport@tataaig.com. We will investigate and respond within the regulatory turnaround time (TAT).

Escalation Level 1

If you do not receive a response or are not satisfied with the resolution, please contact us at manager.customersupport@tataaig.com.

Tata AIG General Insurance Company Limited

Escalation Level 2

If you still need assistance, reach out to the Head of Customer Services at head.customerservices@tataaig.com. We will provide our final response within the regulatory TAT.

If you're still not satisfied after this process, you may approach the Insurance Ombudsman of concerned jurisdiction. You can also lodge a grievance on the Bima Bharosa Grievance Redressal Portal: <https://bimabharosa.irdai.gov.in/>

For updated list of the name and address of the Insurance Ombudsman of competent jurisdiction please follow the link- <https://www.cioins.co.in/Ombudsman>

Prohibition of Rebates – Section 41 of The 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 prospectus or tables of the Insurer.
2. Any person making default in complying with the provisions of this section shall be punished with a fine which may extend to ten lakhs rupees.

“Insurance is the subject matter of the solicitation”. Please read the policy wordings carefully before concluding the sale.

S. 64VB of The Insurance Act, 1938:

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