

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED

Registered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001.

Toll free: 1800 208 9100, T: +91 (0) 44 4044 5400,

F: +91 (0) 44 4044 5550 E: customercare@cholams.murugappa.com;;

website: www.cholainsurance.com IRDA Regn. No.123;

PAN AABCC6633K CIN U66030TN2001PLC047977



Extended Warranty Insurance

UIN: IRDAN123CP0045V01201819

Whereas the insured by a proposal and Declaration dated as stated in the schedule here to applied to Cholamandalam MS General Insurance Company Limited (hereinafter called the Company) for the insurance hereafter contained and has paid the Premium as consideration for such Insurance in respect of their Contractual liability under an Extended Warranty Scheme (hereinafter referred as EWS) offered by the manufacturer to their Customers purchasing vehicles from them. The Extended Warranty Scheme (EWS) is attached here to and it forms a part of this policy.

Now this Policy witnesseth:

That subject to the Terms, Exceptions and Conditions contained herein or endorsed or expressed hereon.

The Company will indemnify the Insured, during the period of Extended Warranty, for reasonable Expenses incurred by them on repairs and/or replacement of parts/components for vehicles purchased towards Mechanical & Electrical Breakdown, hereinafter referred as breakdown.

Breakdown shall mean the sudden and unforeseen failure of a Component necessitating immediate repairs or replacements as per Extended Warranty terms.

Exclusions:

The Company shall not be liable to make any payment in respect of:

- a) Any Breakdown occurring outside Geographic Limits specified in the Schedule of the Policy.
- b) Any Breakdown of parts unless specified in the list attached to the schedule of the policy.
- c) Normal maintenance service required on the insured vehicle Including without limitation, Oil and fluid changes, headlights, alignment, fastener retightening, wheel balancing, wheel alignment, carburetor adjustments, ignition timing and valve clearance, body work, painting, glass, interiors /exteriors trims / in car entertainment / communication systems and exhaust system.
- d) Any loss where the speedometer has been tampered with altered or disconnected.
- e) Repairs, replacements or alterations not authorised by the Company, for Experimental Equipment or for vehicles in any way modified from the manufacturer's specification or for vehicles which has been assembled, disassembled, adjusted or repaired other than at Insured's workshop or utilisation of parts or accessories not approved by manufacturer.

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- f) Any vehicle used for competitions, racing, pacemaking, rallies, off road use or for hire or reward or by a Driving School or used for purpose other than what it was designed for.
- g) Vehicles which are owned by a business formed for the purpose of selling or servicing motor vehicles.
- h) Liability which attaches by virtue of an agreement except as mentioned under EWS but which would not have attached in the absence of such agreement.
- i) Legal liability for death or bodily injury or for damage to property other than components insured by this Policy.
- j) Consequential loss of any kind.
- k) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or contributed to, by 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 or military or usurped power.
- l) Any Breakdown occurring which is due in whole or in part to any type of accident or any act or omission which is willful, unlawful or negligent.
- m) Any Breakdown to a component or components which are either subject to recall by the vehicle's manufacturer or can be considered as having inherent design faults.
- n) Any Breakdown caused by corrosion, frost or lack of anti-freeze/coolants, lubricants or hydraulic fluids or overheating.
- o) Any breakdown resulting from Acts of God, Chemicals, collision, contaminations of fluids, environmental Damages, explosion, fire, freezing, fuels, lightning, riots, road hazards, Theft, Vandalism, Windstorm etc.
- p) Any repairs or replacement required as a result of accident or collision damage.
- q) Damage arising from:

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- (i) A defect which is likely to have existed prior to the commencement of this Policy.
 - (ii) Wear and tear commensurate with the age and mileage of the Vehicle including but not limited to bulbs, batteries, tyres, tubes, spark plugs, brake linings, belts, hoses, filters, wiper blades, brushes and clutch. Assembly and plates where failure is due to burnt clutches.
 - (iii) faulty repair or incorrect servicing of the Vehicle
 - (iv) Foreign matter entering the fuel or cooling system.
 - (v) A grade of oil, fuel, lubricants, hydraulic fluids or any additives not recommended by the manufacturer of the Vehicle.
- r) Damage in respect of those vehicles which has not been regularly serviced in accordance with its manufacturers or insured's recommendation.
- s) Damage in respect of those vehicles where the customer has not taken all reasonable steps to safeguard the Vehicle from Loss or Damage.
- t) Damage as a result of vehicle not being operated in accordance with the operating instructions of the owners' manual.
- u) Insignificant defects that do not affect the functions of the vehicle including but not limited to sound, vibration and fluid seepage.
- v) Any service items and other component subject to routine maintenance.
- w) Any loss where the customer has not complied with the conditions of the Extended Warranty Scheme.

Conditions:

The Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

1. The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
2. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the

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conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

3. The Company shall not be liable in respect of any claim where the event leading to the Claim is insured by any other policy or agreement.
4. The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
5. The Company shall not be liable to indemnify for damages to vehicles during the period of the Standard Manufacturer's Warranty.
6. The Company / Administrator shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the purchaser.

Warranty:

1. 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 company for any extension of the damage or any further damage to the vehicle.

The vehicle covered under the Insured Scheme must be serviced only at Insured garage or otherwise to be agreed by the company.

GRIEVANCES

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

1. OUR GRIEVANCE REDRESSAL OFFICER

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

In case of any grievance the insured person may contact the company through

Website : www.cholainsurance.com

Toll free : 1800 208 9100

E-Mail : customercare@cholams.murugappa.com

Fax : 044 -4044 5550

Courier : Cholamandalam MS General Insurance Company Limited,
Customer services, Head
Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600

001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GRO@cholams.murugappa.com

For details of grievance officer, kindly refer the link www.cholainsurance.com

If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be

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processed on Fast Track Basis by dedicated personnel.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://igms.irda.gov.in/>

2. CONSUMER AFFAIRS DEPARTMENT OF IRDAI

a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking [here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.

c. You can visit the portal <http://www.policyholder.gov.in> for more details.

3. INSURANCE OMBUDSMAN

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance

Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

Please find below the latest/updated link of the Ombudsman offices

<https://www.cioins.co.in/Ombudsman>

INFORMATION ABOUT US

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SMS: "CHOLA" TO 56677 *(Premium SMS charges apply)

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