HDFC ERGO General Insurance Company Limited Policy Wordings



Extended Warranty Insurance

Whereas the **Insured** has made to HDFC ERGO General Insurance **Company** Ltd. (hereinafter called the **Company**), a proposal which is hereby agreed to be the basis of this **Policy** and has paid the premium specified in the **Schedule**, now the **Company** agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the **Insured** in excess of the amount of the **Deductible** and subject always to the **Sum Insured** against such loss as is herein provided.

COVERAGE

The Company will indemnify the Insured against the repair or replacement costs in respect of the Insured Asset caused by a Breakdown arising out of manufacturing defect 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 Insured Asset in any one Policy Period will not individually or in the aggregate exceed the Sum Insured set against such item in the Schedule

DEFINITIONS

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

- Breakdown means the mechanical and/or electrical failure
 of a physical object that causes it to not function in its
 intended manner.
- 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.
- Insured means the person or organization named in the Schedule.
- Insured Asset means a physical object which is the subject matter of insurance under this Policy and appears specifically on the Schedule.
- Policy means the proposal, the Schedule, the Policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
- Policy Period means the period commencing from effective date and hour as shown in the Schedule and terminating at midnight on the expiry date as shown in the Schedule.
- 7. Sum Insured means the amount stated in the Schedule, which is (save as expressly stated to the contrary) the maximum amount (regardless of the number of amount of claims made or the number of the Insureds who make a claim) for any one claim and in the aggregate for all claims for which the Company will make payment in relation to the Insured Asset to which the Sum Insured relates during the Policy Period.

GENERAL CONDITIONS

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 Asset against any Insured event
- (b) take all reasonable steps to prevent a claim from arising under this **Policy**

3. Duties and Obligations after Occurrence of an Insured Event

Save as specifically provided for elsewhere in the **Policy**, it is a condition precedent to the **Company's** liability 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 and in any event within 14 days 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 Asset, 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 28 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 Asset or any other material items, as per 'the Right to Inspect' Clause.

4. 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**.

5. 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 rateable proportion of any loss or damage.

Multiple policies involving Bank or other lending or financing entity -

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the Company will not apply contribution clause.

Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with value at risk.

6. 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**.

7. Fraud

If the **Insured** or any claimant under this **Policy** shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this **Policy** shall be void and all claims or payments hereunder shall be forfeited

8. Cancellation

The Insured can cancel the policy at any time during the policy term, by informing the Company.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured.

In case of No claim: The Company shall refund proportionate premium for the unexpired policy period.

In case of claim: No refund shall be made for the year in which claim is made. The Company shall refund proportionate premium for the unexpired policy years.

9. Notices

- (a) Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule.
- (b) Any and all notices and declarations for the attention of the Insured shall be posted to the Insured's address stated in the Schedule.

10 Jurisdiction

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law. The section headings of this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.

11. 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**.

12. 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.

13. Renewal Notice

The **Company** shall not be bound any renewal premium nor give notice that such is due. 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 the printed form of the **Company** and signed by an authorized official of the **Company**.

EXCLUSIONS

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:

- Deductible: amount specified in item 6 of the **Schedule** in respect of each and every claim.
- 2. Loss or damage arising out of the **Insured Asset** not being used in accordance with manufacturer's instructions.
- Loss or damage for which the manufacturer of the Insured Asset is responsible under a guarantee and/or warranty.
- Loss or damage arising out of improper use of the Insured Asset as determined Company.
- Loss or damage arising out of modification or alteration of any nature made in the electrical circuitry and/or physical construction of the Insured Asset.
- 6. Where repair work is carried out by persons/agency that

- are not authorized by the Company.
- Inconsequential aspects such as noises, vibrations, oil seepage and sensations that do not lead to dismal performance of the Insured Asset.
- Loss or damage to accessories used in connection with the **Insured Asset** that were not supplied at the time of purchase of the **Insured Asset** by the **Insured**.
- Replacement of any consumable item of the Insured Asset, including but not limited to batteries, bulbs, plugs, cables, ribbons, belts, tapes, fuses, filters, toner or software.
- Defects or faults that were not covered under the manufacturer's warranty.
- Loss or damage due to or consequent upon wear and tear and/or gradual deterioration of the Insured Asset.
- Loss or damage arising out of improper or abnormal electrical/gas/water supply or signal connection to the Insured Asset.
- 13. The cost of transporting the **Insured Asset** to and/or from the place of repair.
- 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.
- Insured's consequential losses of any kind and/or legal liability of any kind.
- Failure of parts which are subject to recall by manufacturer of the Insured Asset.
- The cost of repairing, restoring or reconfiguring computer software.
- Any cost incurred with maintenance of the Insured Asset, including parts replaced in course of such maintenance operations.
- Loss or damage due to corrosion, rust, denting, scratching, blockages or dust.
- Where the original serial number is removed, obliterated or altered from **Insured Asset**.
- Loss or damage arising out of improper storage or transportation of the Insured Asset.
- The cost of installing any optional attachment to the Insured Asset.
- Loss or damage due to use of non-genuine parts and/or non-genuine oils.
- Where there is a change of ownership of the Insured Asset.
- Mechanical and/or electrical **Breakdown** caused by overloading, strain, overrunning, freezing, excessive pressure, short- circuiting, heating of the **Insured Asset**.
- 26. Service calls which do not involve malfunction or defects in workmanship or material.
- 27. Damages caused by services performed by service personnel of the non-authorized workshops.
- 28. Where the **Insured Asset** is subject to commercial, rental or profit generation purposes.
- 29. Loss or damage arising out of any external cause, including

- but not limited to fire, theft, explosion, water damage, acts of God, riots/strike/malicious damage, act of terrorism, corrosion, rust, denting, scratching, animal/insect damage, entry of foreign bodies etc.
- Any circumstance, fact or mater of which the **Insured**was or ought reasonably to have been aware prior to the
 commencement of the **Policy Period**.
- Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 33. 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.
- 34. Any loss or damage that arises when the **Policy** is not in force due to any reason whatsoever.

If the **Company** alleges that by reason of this exclusion, this **Policy** does not cover any loss, damage, cost or expenses insurance the burden of proving the contrary shall be upon the **Insured**.

BASIS OF CLAIM SETTLEMENT

The **Sum Insured** in respect of each **Insured Asset** must equal the original purchase price of the **Insured Asset**. In the event of a loss, the basis of loss settlement shall be as follows:

- Where an Insured Asset 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 Asset to its state immediately prior to the happening of the Insured event. No depreciation shall be deducted except for parts with limited life.
- In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the sub-limit of the Sum Insured set against the Insured Asset in the Schedule.
- 3. If the value of the Insured Asset hereby Insured shall at the time of any Insured event be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every Insured Asset, if more than one, shall be separately subject to this Special Condition.
- The Company shall be entitled to retain any defective part replaced under the Policy.

Contact Us

Claim Intimation:	Claim document submission at address
Contact Us -	The Manager
022 6158 2020/	Claims Department
022 6234 6234	HDFC ERGO General Insurance
Email: care@	Company Limited
hdfcergo.com	6th Floor Leela Business Park
	Andheri Kurla Road, Andheri East
	Mumbai-400059 India

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- · Delay in settlement of claim
- · Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.

Grievance Redressal Procedure

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

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Contact Us 022 6158 2020/ 022 6234 6234
- Emails grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226
 | Email ID: seniorcitizen@hdfcergo.com
- Designated Grievance Officer in each branch.
- · Company Website www.hdfcergo.com
- · Courier Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Redressal Cell, HDFC ERGO General Insurance Company Ltd. D-301,3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078. Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management System- https://bimabharosa.irdai.gov.in

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

Names of Ombudsman and Addresses of Ombudsmen Centers

OFFICE 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 Email: bimalokpal.ahmedabad@cioins.co.in	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, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding 4 districts vizGurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &Kashmir, Ladakh and Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi, 4 districts of Haryana vizGurugram, Faridabad, Sonepat and Bahadurgarh)

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 /2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
KOCHI Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor,C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.