

HDFC ERGO EXTENDED WARRANTY INSURANCE POLICY

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:

1. **Breakdown** means the mechanical and/or electrical failure of a physical object that causes it to not function in its intended manner.
2. **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.
3. **Insured** means the person or organization named in the **Schedule**.
4. **Insured Asset** means a physical object which is the subject matter of insurance under this **Policy** and appears specifically on the **Schedule**.
5. **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**.
6. **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

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 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

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.

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

Insured may cancel this **Policy** at any time by sending fifteen (15) days notice in writing to the **Company** or by returning the **Policy** and stating when thereafter cancellation is to take effect.

In the event of such cancellation the **Company** shall retain premium for the period that this **Policy** has been in force calculated in accordance with the short period rate table, less any duties and taxes **Company** cannot recover. However, there will be no refund of premium if **you** have made a claim, or **you** are entitled to make any claim under this **Policy**.

The **Company** reserves the right to cancel this **Policy** at any time by sending fifteen (15) days notice in writing to the **Insured**. In the event of such cancellation refund of premium shall be on pro-rata basis.

The **Company** also reserves the right to cancel this **Policy** from inception immediately upon becoming aware of any mis-representation, fraud, non-disclosure of material facts or non-cooperation by or on behalf of the **Insured**. No refund of premium shall be allowed in such cases.

Notice of cancellation will be mailed to the **Insured** at an address set forth in Item 1 of the **Policy Schedule**, and will indicate the date of termination. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

In case of any claim under this **Policy** no refund of premium shall be allowed.

The **Company** shall have no obligation to give notice that the **Policy** is due for renewal or renew this **Policy** upon expiration or cancellation.

9. Arbitration

Any dispute concerning the interpretation of the terms, exclusions or conditions contained herein is understood and agreed to by both the **Insured** and the **Company** to be subject to Indian law.

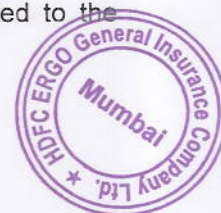
If any difference arises as to the amount to be paid under this **Policy** (liability being otherwise admitted) or the interpretation of a clause under this **Policy** (including the **Schedule** and Endorsements), such difference shall be referred to arbitration, in accordance with the [Indian] Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for the **Company** to make any payment under this **Policy**. Such arbitration panel shall consist of one arbitrator selected by the **Insured**, one arbitrator selected by the **Company**, and a third independent arbitrator selected by the first two arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be governed by Indian Law and the venue of arbitration shall be within India.

- (i) All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared.
- (ii) The cost of arbitration undertaken in accordance with this section shall be borne by the parties associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator.
- (iii) It is clearly agreed and understood that no reference to arbitration can be made if the **Company** has either not admitted or has disputed liability in respect of any claim under or in respect of this **Policy**.
- (iv) In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

It is further expressly agreed and declared that if the **Company** shall disclaim liability in respect of any claim and is not within 12 calendar months from the date of such disclaimer be made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. 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**.



11. 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.

12. 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**.

13. 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.

14. 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:

1. 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.
3. Loss or damage for which the manufacturer of the **Insured Asset** is responsible under a guarantee and/or warranty.
4. Loss or damage arising out of improper use of the **Insured Asset** as determined by the **Company**.
5. 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**.
7. Inconsequential aspects such as noises, vibrations, oil seepage and sensations that do not lead to dismal performance of the **Insured Asset**.

8. 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**.
9. 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.
10. Defects or faults that were not covered under the manufacturer's warranty.
11. Loss or damage due to or consequent upon wear and tear and/or gradual deterioration of the **Insured Asset**.
12. 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.
14. 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.
15. **Insured's** consequential losses of any kind and/or legal liability of any kind.
16. Failure of parts which are subject to recall by manufacturer of the **Insured Asset**.
17. The cost of repairing, restoring or reconfiguring computer software.
18. Any cost incurred with maintenance of the **Insured Asset**, including parts replaced in course of such maintenance operations.
19. Loss or damage due to corrosion, rust, denting, scratching, blockages or dust.
20. Where the original serial number is removed, obliterated or altered from **Insured Asset**.
21. Loss or damage arising out of improper storage or transportation of the **Insured Asset**.
22. The cost of installing any optional attachment to the **Insured Asset**.
23. Loss or damage due to use of non-genuine parts and/or non-genuine oils.
24. Where there is a change of ownership of the **Insured Asset**.
25. 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.

30. Any circumstance, fact or matter of which the **Insured** was or ought reasonably to have been aware prior to the commencement of the **Policy Period**.
31. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
32. 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:

1. 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.
2. 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.
4. The **Company** shall be entitled to retain any defective part replaced under the **Policy**.

