

Annexure IV**ICICI Lombard General Insurance Company Ltd.****Motor Extended Warranty Insurance****PREAMBLE**

ICICI Lombard General Insurance Company Limited ("**the Company**"), having received a Proposal and the premium from the Proposer named in the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

PART I OF SCHEDULEPolicy No.Issued atStamp Duty**1. Details of Proposer / Insured**

1.1	Name	
1.2	Mailing address	
1.3	Contact Details (Telephone No, Email etc)	

2. Details of Insured Asset

2.1	Description of Insured Asset(s)	<Manufacturer>	<Model>	<Make>
2.2	Unique Identifier	<Serial No.>	<Engine/ Chassis No.>	<Invoice Number>
2.3	Invoice date/ date of manufacture	<Date of Sale >	<Date of Manufacture>	
2.4	Invoice price/ Value of Insured Asset			

3. Policy coverage

3.1 Coverage duration

3.1 a)	Policy Period:	
	Policy Start Date and Hour	
	Policy End Date and Hour	
3.1 b)	Period of Insurance:	
	Start Date and Hour	
	End date and Hour	

3.2 List of the parts covered

As per Annexure Number __

3.3 List of the parts excluded from cover

As per Annexure Number __

3.4 Age & Usage Restriction-

The cover under this Policy, for the specific Insured Asset, shall terminate on the earlier of, the Insured Asset attaining an age of _____ years or the Insured Asset completing _____ kilometers (since first registered) In consequence thereof, no benefit shall be payable under this Policy for such specific Insured Asset.

The age of the Insured Asset will be calculated from the date when the Insured Asset was first registered.

3.5 Territorial Scope- INDIA only

3.6 Covered Costs reimbursed under the Policy- <Parts/Labor/Transportation/ Others>

4. Policy limits

4.1	Sum Insured	
4.2	Excess/ Deductible	
4.3	Time Excess	

5. Details of existing warranty

5.1	Nature of warranty	< <i>Manufacturer/Other</i> >
5.2	Cover inception date	
5.3	Duration of cover	
5.4	Type of cover	< <i>Limited/Comprehensive</i> >
5.5	Warranty limits	
5.6	Extension of cover for specific parts	< <i>Name of part</i> >
5.6 a	Duration of such extension of cover	

6. Endorsement details

E1. Insured Asset subject to hypothecation agreement

7. Special conditions:

7.1 The following parts are specifically excluded from the scope of cover of this Policy

Name of the Insured Asset	Name of the part

7.2 Cover for the following parts shall terminate if the condition specified below against such part is met

Name of the Insured Asset	Name of the part	Condition for termination of cover for the specific part

7. Premium

7.1 Basic Premium

7.2 Add service tax, Education Cess, as applicable

7.3 Total Premium

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at _____ on this date

Authorised Signatory

PART II OF SCHEDULE

1. DEFINITIONS

For the purposes of this Policy, the following words shall have the meanings as set forth below:

Accident	Means a sudden, unexpected, unforeseen and undesirable physical event, caused by external violent and visible means beyond the control of the Insured.
Asset	Means a physical object, manufactured by a Manufacturer and sold by Manufacturer or Dealer, performing function or functions, as per Manufacturers'/ Dealers' specification and for the purpose of this Policy shall include the following: a) Motorized two-wheelers b) Private cars
Company	Means ICICI Lombard General Insurance Company Limited
Dealer	Means the distributor/distributing agency which sells the Insured Asset. This term shall include any intermediary whose principal business is purchase or sale of goods for consideration of commission.
Deductible/Excess	Means the amount of expenses to be borne by the Insured before the compensation under the Policy shall become payable and shall not be reimbursed by the Company.
Fails/Failed/Failure	Means the inability of any parts of the Insured Asset covered under the Policy to satisfactorily perform its intended function but excludes breakdown or reduction in operating performance due to wear and tear of the part, consistent with its age and performance.
Fair Market Value	Means, with respect to an Insured Asset, the price (not reduced by the value of any trade-in, allowances or set-offs) that would result from an arm's-length retail sales transaction, free and clear of mortgages, liens, security interests and other encumbrances, between an informed and willing seller under no compulsion to sell and an informed and willing purchaser (other than a user in

possession or a used equipment dealer) under no compulsion to purchase, who is purchasing the Insured Asset for his own usage (not for resale) with the intent of utilizing the Insured Asset in accordance with it's intended usage, and such price will be determined as follows:

- a) as on the date preceding the date of occurrence of Insured Event
- b) by a qualified appraiser
- c) on the basis that Insured Asset complies with all terms set forth in Manufacturers' guide
- d) without deduction of any costs, fees, commissions, charges or expenses incurred or expected to be incurred with respect to repossession, storage, remarketing, redelivery or de-installation, if applicable, or removal from any location of current use, of such Insured Asset and
- e) Without regard to quantity, location or country of registration of such Insured Asset.

Insured Means the individual whose name is specifically appearing as such in Part I of the Schedule to this Policy.

Insured Asset Means any Asset, which is the subject matter of insurance under this Policy and which is specifically appearing as such in Part I of the Schedule to this Policy

Insured Event Means any event specifically mentioned as covered under this Policy

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 Asset

Period of Insurance Period of Insurance denotes the period within which if the Insured Event occurs, the Company will be liable to pay a claim, subject to the terms and conditions of the Policy. This period commences from Period of Insurance start date and hour and terminates at the Period of Insurance end date and hour as specified in Part I of the Schedule to this Policy.

For the purpose of this Policy, Period of Insurance shall mean a period commencing post the completion of the Manufacturer's warranty or any other warranty as specified in clause 5 of Part I of

the Schedule to this Policy, for the specific Insured Asset, subject to Time Excess as applicable.

Or, shall mean the period commencing from date of purchase of the Insured Asset where the Insured Asset is sold without the Manufacturer’s warranty or any other warranty, subject to Time Excess as applicable.

Policy

Means the Policy booklet, the Schedule, any extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy

Policy Period

Means the period commencing from Policy start date and hour and terminating on the Policy end date and hour as specified in Part I of the Schedule to this Policy.

Schedule

Means this schedule and parts thereof, and any other annexure(s) appended, attached and / or forming part of this Policy.

Sum Insured

Means and denotes the maximum amount of cover available as stated in Part I of the Schedule

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 Asset.

2. BENEFIT UNDER THE POLICY

Insured event: For the purposes of this Section and the determination of the Company’s liability under it, Insured Event in relation to the Insured Asset, shall mean failure of a part or parts, as covered under the Policy of the Insured Asset, due to mechanical, electronic or electrical breakdown, occurring during the Period of Insurance, under normal operating condition of the Insured Asset.

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

3. BENEFITS PAYABLE UNDER THE POLICY

- 3.1 The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Policy, to indemnify the Insured for the Covered Costs (as per clause 3.6 in Part I of the Schedule) incurred to repair or replace the Insured Asset, where such repair or replacement is deemed to be necessary by the Company, upon the occurrence of the Insured Event within the Period of Insurance. The Deductible amount as indicated in the Part I of the Schedule shall be borne by the Insured in respect of each claim or series of claims arising out of one Insured Event.
- 3.2 The Company may, at its option, repair or replace the parts necessary to restore the Insured Asset to normal working condition. In the event of the replacement of such parts, the Company reserves the right to replace with parts of similar make, or manufacture, or build or quality.
- 3.3 Notwithstanding point 3.2, as mentioned above, the Company reserves the right to reimburse the Insured for reasonable costs incurred, which are necessary to restore the Insured Asset to normal operating condition. Payment of such amounts will be deemed to be total discharge of the Company's obligations in respect of the specific Insured Event.
- 3.4 The Company's maximum liability arising out of any claim and in aggregate of all claims in respect of an Insured Asset under this Policy during the Period of Insurance shall not exceed the Sum Insured or the Fair Market Value of the Insured Asset on the date immediately preceding the Insured Event, whichever is lesser.
- 3.5 Determination of Fair Market Value in respect of the Insured Asset shall be undertaken only by an authorized representative of the Company. The determination of Fair Market Value and the decision of the Company in that regard will be final and binding on the Insured.

4. EXCLUSIONS APPLICABLE

The Company shall not be liable under this Policy for:

- 4.1 Any Deductible or claim arising within Time Excess as specified in Part I of the Schedule.
- 4.2 Break down due to:-
- 4.2.1 Any willful act, neglect or negligence
 - 4.2.2 Failure of the Insured to observe usage guidelines 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
 - 4.2.3 Normal wear and tear of the parts, determined by the correlation between the observed state of parts, extent of usage of Insured Asset, and the expected normal working life of the specific part in the context of the usage of the Insured Asset

- 4.2.4 Faulty installations or connections or fitting the Insured asset with an LPG/CNG unit other than a unit supplied, fitted or endorsed by the Manufacturer
 - 4.2.5 Frost, water, freezing liquids, rust, corrosion, sludge or silt or other foreign or waste matter.
 - 4.2.6 Overloading, strain, overrunning, freezing, excessive pressure, overheating or short-circuiting
 - 4.2.7 Poor workmanship or faulty parts
 - 4.2.8 Usage of Insured Asset in competitions, motor sports, pace-making, speed testing or reliability trials, 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 Asset.
- 4.3 The cost of:-
- 4.3.1 Parts where the manufacturer provides a long term parts guarantee
 - 4.3.2 Parts which are either subject to recall by Manufacturer or can be considered as having Manufacturer design defects
 - 4.3.3 General maintenance, adjustments, resetting of controls, tuning, cleaning and the like
 - 4.3.4 Accessories and consumable items. This includes but is not limited to batteries, light bulbs, filters, brush, belts, leads, terminal connections, plugs and the like
 - 4.3.5 Repairs to any parts which are not listed on the schedule
 - 4.3.6 Repairs to damage caused by scratching or denting or from the direct application of a tool, to interior or exterior paintwork or casing
 - 4.3.7 Labour charges where no fault is found with the covered product
 - 4.3.8 Replacing the covered product because replacement parts are no longer available
 - 4.3.9 Rectifying any blockages and damages caused by any foreign body.
- 4.4 Any damage caused due to an Accident. The Company shall not be liable for any breakdown consequent to an Accident
- 4.5 Any claim where the damage to a covered component was caused by a non-covered component, or claims of insignificant defect that do not affect vehicle performance (including without limitation) sound, vibration or fluid seepage.
- 4.6 Any Insured Asset, on which engine number or chassis number is deleted, defaced or altered.
- 4.7 Any maintenance, adjustments, upgrade, modification and/or re-programming required to any part covered.
- 4.8 Any Failure due to unauthorized repairs, improper handling (including storage, dismantling, fitting, repair, alteration, modification), inaccurate diagnosis or repair, use of spurious parts, parts of incorrect specification or parts of faulty manufacture or alterations or modifications (including fitment of any performance accessory) to the Insured Asset not permitted by the Manufacturer or Dealer

- 4.9 Failure of the product to perform as designed, which is not directly attributable to Insured Event.
- 4.10 Damage caused by fire, theft, lightning, flood, ingress of moisture or other risk which could be covered by normal motor insurance.
- 4.11 Damage attributable to any road traffic Accidents.
- 4.12 Loss due to, vermin, animal or insect damage, bird droppings, effect of light, sun or any atmospheric conditions, dust etc.
- 4.13 Failure of the non-operational components such as, but not limited to decorative finishing, door liners, handles and hinges etc.
- 4.14 All kinds of diagnostic costs , unless accepted as a part of an authorized claim
- 4.15 Compensation for loss of use or any consequential loss whatsoever.
- 4.16 Any damage caused to any article or property; or loss due to death or disability caused to any life, due to the mechanical, electronic or electrical breakdown of any part covered under this policy.
- 4.17 Any claim which is fraudulent
- 4.18 Any repairs/ loss on account of mechanical, electronic or electrical failure existing before the commencement of Period of Insurance. Failure, for which the cause was evident during the validity of the Manufacturers' warranty, irrespective of when the Failure actually occurred.
- 4.19 Any repairs required as a result of continued operation of the Insured Asset once a defect or fault has occurred (including loss of lubricants and coolant)
- 4.20 Tampering of odometer would render the cover null and void ab- initio
- 4.21 Loss due to the direct or indirect effects of an explosion, heat emission, irradiation resulting from the transmutation of atomic nuclei 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 traveling at sonic or supersonic speeds
- 4.22 Any loss directly or indirectly caused by or contributed to by or arising from ionising 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.
- 4.23 Loss directly or indirectly caused by or contributed to by or arising from nuclear weapon materials

4.24 Loss directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

Exclusions specific to Insured Asset

As per Annexure Number __

5. SPECIAL CONDITIONS**5.1 TRANSFER OF OWNERSHIP**

This Policy will continue to be in effect in case of transfer of the Insured Asset by the Insured, for the balance Policy Period and Sum Insured. However such transfer must be intimated to the Company within 30 days, in writing. This transfer 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 Asset, the date of transfer of the Insured Asset, 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.

On such intimation, the Policy is deemed to have been transferred in favour of the person to whom the asset ownership is transferred with effect from the date of transfer

5.2 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 listed under *Clause 5-Details of existing warranty* as specified in Part I of the Schedule to the Policy or which may be subsisting on the Insured Asset 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.

6. CLAIMS SETTLEMENT PROCESS

In the event of a claim arising out of an Insured Event covered under this Policy, the Insured shall transport the Insured Asset to any location, authorized by the Company, for its inspection and repair at the earliest. The event shall be intimated, in writing, to the Company within fifteen (15) days of its occurrence. The Insured, then shall arrange for the following at the direction of the Company-

- a) 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.
- b) Submit duly signed completed claim form
- c) Copy of Motor Extended Warranty Insurance Policy.
- d) Original documents, indicating the purchase/ invoice price of the Insured Asset or

the documents of transfer of ownership in case the Asset is a second hand purchase, including but not limited to the registration certificate for the Insured Asset.

- e) No objection certificate (NOC) from finance company, if hypothecated.
- f) Copy of all the maintenance/service invoices/ records of the Asset, prior to the Insured Event.
- g) All documentary evidence pertaining to transfer of ownership of the Insured Asset.
- h) Any other document as maybe appropriately applicable against the warranty claim registered.

Any representative /surveyor of the Company shall be allowed to examine the Insured Asset when and as often as the same may reasonably be required on behalf of the Company.

Such evidence as the Company may from time to time require shall be furnished to the Company within a period of thirty days from the date of request of the information by the Insured. The failure to produce proper service records or comply with requirements by the Insured may lead to the repudiation of a claim under this Policy.

PART III OF SCHEDULE**STANDARD TERMS AND CONDITIONS****1. Incontestability and duty of disclosure**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Company against any loss or damage that may give rise to the claim.

3. Observance of terms and conditions

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, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

4. Material change

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the Claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such records. The Insured shall within one month after the expiry of Policy Period furnish such information as the Company may require.

6. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.

8. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any terms and conditions with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:

1. Forthwith file/submit a claim form in accordance with 'Claim Procedure' Clause as provided in Part II of the Schedule.
2. Allow the surveyor or any agent of the Company to inspect the Insured Asset or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.
3. Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company on Happening of Loss or Damage' Clause as provided in this Part.
4. 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 agents or the surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

12. Right to inspect

If required by the Company, an agent/representative of the Company 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 the claim to the Insured 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 such of 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.

13. Indemnity

The Company may at its option, if applicable reinstate, replace or repair the Insured Asset damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in doing so. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. In no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the Sum Insured thereon.

If in any case the Company shall be unable to reinstate or repair the Insured Asset hereby, because of any law or other regulations in force affecting Insured Asset or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under the Policy.

14. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

16. Contribution

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

17. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the arbitrator or arbitrators have made their award, all benefits under this Policy shall be forfeited.

18. Cancellation/termination

The Company may at any time, cancel this Policy, by giving 15 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

The Insured may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force as per the refund grid applicable, provided there is no claim admitted under the Policy during the Policy Period.

Motor Extended <u>W</u> arranty Insurance <u>refund grid</u>	<u>Rate of Premium retained</u>		
<u>Within Manufacturer's warranty:</u>	<u>25%</u>		
<u>After Manufacturer's warranty:</u>			
	<u>Period of Insurance</u>		
	<u>One Yr</u>	<u>Two Yr</u>	<u>Three Yr</u>
<u>Within three months</u>	<u>50%</u>	<u>50%</u>	<u>40%</u>
<u>Between three to six months</u>	<u>70%</u>	<u>50%</u>	<u>40%</u>
<u>Six to twelve months</u>	<u>100%</u>	<u>70%</u>	<u>60%</u>
<u>Twelve to eighteen months</u>		<u>90%</u>	<u>85%</u>
<u>Eighteen to twenty four months</u>		<u>100%</u>	<u>85%</u>
<u>Twenty Four to Thirty six months</u>			<u>100%</u>
<u>Subject to a minimum retention of Rs. 200</u>			

19. 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 Part II of the Schedule to this Policy. All claims shall be payable in India in Indian Rupees only.

20. Policy Disputes

It has been agreed between the parties that any dispute 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 Court.

21. 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 appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator 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 referable to arbitration, as hereinbefore 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.

22. Renewal notice

The Company shall not be bound to accept 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 to enhance the risk of the Company under the guarantee hereby given. 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.

23. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited
Zenith House, Keshavrao Khadye Marg,
Mahalaxmi, Mumbai-400 034

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

24. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

25. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.

If the situation so arises that, no reply is received from the Company within one month or the Insured is not satisfied with the reply of the company, Insured may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of his/ her grievance.

The details of Insurance Ombudsman is available at IRDA website: www.irdaindia.org, from the website of General Insurance Council: www.generalinsurancecouncil.org.in or from the office of the Company.

Annexure 1: Motorized Two Wheelers

Specifically incorporated and forming a part of Policy Number: _____

Parts Covered

1. Head Cylinder and Cover cylinder head
2. Crankshaft and Camshaft
3. Rocker arm shaft
4. Sprocket cam shaft
5. Cap inspection hole
6. Rocker arm and rocker arm bearing
7. Inlet and exhaust valve
8. Cylinder Block and Piston
9. Oil Pump
10. Drive Gear
11. Magneto assembly
12. Stator assembly
13. Crankcase LH & RH
14. Main bearings
15. Clutch cover
16. Magneto Cover
17. Starter motor assembly and kit
18. Gear primary drive, gear shafts, gears and gear box bearings
19. Fork, shaft, cam gear shift and plate, stopper and springs
20. Gear kick starter, ratchet kick starter and shaft kick starter
21. Speedometer assembly and fuel cork
22. Brake panels and hub comp front and rear
23. SAI valve assembly

24. Combined digital CDI, Electronic flasher unit, Wiring harness, Ignition switch and throttle switch
25. Regulator, starter relay, Switches LH and RH, Throttle switch and Gear shift switch
26. Frame assembly, swing arm assembly, rear shock absorber (for leakage only) and petrol tank assembly.

Parts not covered

1. All fasteners, oil seals, cables, gaskets, rings, rubber items, hoses and bulbs
2. Stem Oil seal, guide valve, spring valve inner and outer, cam chain, Tensioner and guide cam chain, piston rings, adjuster assembly tensioner
3. Clutch plates and hub, cir clips, oil filter, drive chain and sprockets, thrust washer, engine oil.
4. Bolt front fork, upper and under bracket comp.
5. Wheel bearings
6. Cable and gear speedometer
7. Tube inner and outer, oil seal front fork, fork oil
8. Battery, tyres and tubes, brake shoes, wheel rim, wheel truing and spokes
9. Separate parts of carburetor
10. Spark plug and suppressor cap
11. Front and rear brake switch
12. Silencer assembly

Special exclusions applicable to Motorized two wheelers

1. Wheels, rims, bodywork, lights (including internal lights), frames, decorative items, mirrors, covers, fenders, battery
2. Ignition plugs, cartridge for oil filters, oil filters, air filter, wiper (complete assembly including motor), air conditioning circuit fillers.
3. Any routine maintenance service including cleaning, polishing, minor adjustment, engine tuning, carbon cleaning, wheel alignment, wheel truing and tyre rotation
4. Complete seats, upholsteries, armrests, dashboard, ash trays, doors (including handles), windows, locks (including centralized locking system), hand brake, GPS/navigation systems
5. Any failure due to poor, incorrect, incomplete periodic maintenance as per the manufacturer owner's manual, failure to observe servicing schedules within the stipulated mileage and or time restrictions ; insufficient care; use of spurious parts
6. Insignificant defects, which do not affect the functions of the Insured Asset such as sound, vibrations and oil seepage.
7. All consumables including all kinds of lubricating oils, fuels, greases, shock absorber oils, fluids etc.

8. Presence of foreign matter in fuel or cooling system. Use of grade of oil fuel, lubricant, hydraulic fluid or any additives not recommended by the manufacturer of the Insured Asset
9. The cleaning of any component, including the removal of any carbon and sludge and use of consumables except where it is a direct cause of the mechanical failure and/or unless authorized by the claims control centre having regard to the repair being performed
10. Body paint, glass interior/exterior trim, exhaust systems, normal wear and tear, catalytic converters, suspension bushings/joints, wheel bearings/service items and other components subject to routine maintenance or periodic repair or replacement.
11. Failure due to hydrostatic lock caused by rains/flood
12. Failure attributable to unauthorized or inadequate alterations, repairs, modifications undertaken, negligence, continuing to drive despite oil pressure, temperature indicators indicating adverse condition

Annexure 2: Private Cars

Specifically incorporated and forming a part of Policy Number: _____

Parts covered

1. Engine

All internal components including cylinder head and head gasket, oil pump and drive, crankshaft and related bearing and seals, flywheel and ring gear, timing gears, belts and chains, camshaft and related bearing and seals, cam follower, valves (excluding burnt and pitted valves) valve gear, pistons, connecting rod, gudgeon pin, inlet and exhaust manifolds, internal oil seals, bore/liner, turbocharger, inter cooler units where factory fitted.

2. Gearbox

Manual gearbox: All internal components, including gears, shafts, synchromesh hubs & rings, selectors, bearings, transfer gears. (Subject to vehicle serviced as per manufacturer schedule at authorized service station)

Automatic gearbox: All internal components, including shafts, gears, brake bands, oil pump, bearings & bushes, valve, drive plate, transfer gears.

3. Differential

All internal drive unit components, including crown wheel & pinion, differential units, gears, bearings, constant velocity joints.(those with boot damages are not covered)

(Subject to vehicle serviced as per manufacturer schedule at authorized service station)

4. Transmission and Transfer case

Internal gears, shafts, synchromesh rings and hub, bushes, selector forks, drive chains, gear lever and bushes. (Failure due to worn or burn out clutches and bands are not covered.) All internal parts of a transfer case.

5. Cooling System

Radiator, water pump, thermostat, engine oil cooler (failure due to external damage or corrosion is not covered)

6. Steering System

Rack and pinion, steering box, column, shaft bearings, couplings, power steering pump, pressure pipes and reservoir.

7. Propeller Shaft

Shaft, universal joints, centre bearings

8. Power Supply & electrical system

Starter motor & solenoid switch, alternator, rectifier, distributor, regulator, ignition coil, cooling fan motor, power window motors, combination switch, ignition switch, relay, thermostat switch, speedometer, oil pressure switch, temperature gauge, fuel gauge, horns.

9. Final drive & front wheel drive

Crown wheel and pinion, differential gears, hub and hub bearing, drive shaft & couplings, constant velocity joints & drive flange.

10. Fuel System

Fuel injection pump, injectors, choke unit, ECU, Cold start valve, pressure damper, auxiliary valve, overrun cut off valve, deceleration valve, tank sender unit., glow plug, fast idle control device.

11. Air conditioning

Condenser, evaporator reservoir, thermostat switch, motor heater core and AC switch and AC Compressor.

12. Casings

Should failure of any of the components covered result in damage to the casings, then they will also be covered and will constitute part of the maximum claim liability.

13. Exhaust and Intake System

EGR valve, EGR Actuation system, Air intake throttle, air temperature sensor, air mass flow meter, oil separator and PVC valve.

14. Evaporative Mission Control

Canister purge valve, fuel tank cap and relief valve

15. Engine Management System

Crank angle sensor, vehicle speed sensor, Water temperature sensor, some parts pertaining to emission warranty is incorporated in the mechanical breakdown cover.

Parts not covered

1. Brake system
2. Clutch system
3. Filter, wiper blades, gaskets, belts, pipes, bulbs, fuses, brushes, hoses, seals and rubber parts
4. Tyres /tube, battery, audio system, catalytic converter and silencer
5. Exhaust pipe, tie rod ends and steering ball joints.
6. Radiator, Muffler and differential backlash
7. Suspension arms , shock absorbers and drive shafts
8. Distributor caps and leads.

Special exclusions applicable to Private cars

1. Wheels, rims, bodywork, lights (including internal lights), frames, decorative items, mirrors, covers, fenders, battery
2. Ignition plugs, cartridge for oil filters, oil filters, air filter, wiper (complete assembly including motor), air conditioning circuit fillers.
3. Any routine maintenance service including cleaning, polishing, minor adjustment, engine tuning, carbon cleaning, wheel alignment, wheel truing and tyre rotation
4. Complete seats, upholsteries, armrests, dashboard, ash trays, doors (including handles), windows, locks (including centralized locking system), hand brake, GPS/navigation systems
5. Any failure due to poor, incorrect, incomplete periodic maintenance as per the manufacturer owner's manual, failure to observe servicing schedules within the

stipulated mileage and or time restrictions ; insufficient care; use of spurious parts

6. Insignificant defects, which do not affect the functions of the Insured Asset such as sound, vibrations and oil seepage.
7. All consumables including all kinds of lubricating oils, fuels, greases, shock absorber oils, fluids etc.
8. Presence of foreign matter in fuel or cooling system. Use of grade of oil fuel, lubricant, hydraulic fluid or any additives not recommended by the manufacturer of the Insured Asset
9. The cleaning of any component, including the removal of any carbon and sludge and use of consumables except where it is a direct cause of the mechanical failure and/or unless authorized by the claims control centre having regard to the repair being performed
10. Body paint, glass interior/exterior trim, exhaust systems, normal wear and tear, catalytic converters, suspension bushings/joints, wheel bearings/service items and other components subject to routine maintenance or periodic repair or replacement.
11. Failure due to hydrostatic lock caused by rains/flood
12. Failure caused by usage of vehicle in competitions, motor sports, pace-making, speed testing or reliability trials, transportation of goods or for hire as taxi (commercial use) or is being driven by any person not holding a licence to drive the Vehicle.
13. Failure attributable to unauthorized or inadequate alterations, repairs, modifications undertaken, negligence, continuing to drive despite oil pressure, temperature indicators indicating adverse condition