

Bajaj Allianz General Insurance Company Limited
GE Plaza, Airport Road, Yerwada, Pune-411006, Reg. no. 113
CIN: U66010PN2000PLC015329
UIN No: BAL-OT-P15-04-V02-15-16

EXTENDED WARRANTY
POLICY DOCUMENT

Whereas the **Insured** has made to Bajaj Allianz 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 references to the singular or to the masculine shall include references 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 **Effective Date** shall be the date immediately after the date on which the Manufacturers Warranty Period of the Insured Asset has expired.
- 8 **Manufacturers Warranty Period** means the months for which the Manufacturers Warranty for the insured Asset shall be effective.
- 9 **Sum Insured** means the amount stated in the **Schedule**, which is the maximum amount (regardless of the number of amount of claims made) 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**.

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SPECIAL CONDITION

1. The **Sum Insured** in respect of each **Insured Asset** must equal the original purchase price of the **Insured Asset**.

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. Any claim falling beyond the expiry date as shown in the schedule.
2. **Deductible:**
For Partial Loss Claims: As applicable and mentioned in the Schedule.
For Total Loss Claims: No deductible is applicable.
3. Loss or damage arising out of the **Insured Asset** not being used in accordance with manufacturer's instructions.
4. Loss or damage for which the manufacturer of the **Insured Asset** is responsible under a guarantee and/or warranty.
5. Loss or damage arising out of improper use of the **Insured Asset**
6. 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**.
7. Where repair work is carried out by persons/agency that are not authorized by the **Company**
8. Inconsequential aspects such as noises, vibrations, oil seepage and sensations that do not lead to dismal performance of the **Insured Asset**.
9. 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**.
10. 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.
11. Defects or faults that were not covered under the manufacturer's warranty.
12. Loss or damage due to or consequent upon wear and tear and/or gradual deterioration of the **Insured Asset**.
13. Loss or damage arising out of improper or abnormal electrical/gas/water supply or signal connection to the **Insured Asset**.
14. The cost of transporting the **Insured Asset** to and/or from the place of repair.
15. Loss or damage caused by or arising out of the willful acts or willful gross negligence or fraudulent acts of the **Insured** and/or **Insured's** family and/or **Insured's** employees.
16. **Insured's** consequential losses of any kind and/or legal liability of any kind.
17. Failure of parts which are subject to recall by manufacturer of the **Insured Asset**.
18. The cost of repairing, restoring or reconfiguring computer software.
19. Any cost incurred with maintenance of the **Insured Asset**, including parts replaced in course of such maintenance operations.

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20. Loss or damage due to corrosion, rust, denting, scratching, blockages or dust.
21. Where the original serial number is removed, obliterated or altered from **Insured Asset**.
22. Loss or damage arising out of improper storage or transportation of the **Insured Asset**.
23. The cost of installing any optional **attachment** to the **Insured Asset**.
24. Loss or damage due to use of non-genuine parts and/or non-genuine oils.
25. Where there is a change of ownership of the **Insured Asset**.
26. Mechanical and/or electrical breakdown caused by overloading, strain, overrunning, freezing, excessive pressure, short-circuiting, heating of the **Insured Asset**.
27. Service calls which do not involve malfunction or defects in workmanship or material.
28. Damages caused by services performed by service personnel of the non-authorized workshops.
29. Where the **Insured Asset** is subject to commercial, rental or profit generation purposes.
30. 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.
31. 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**.
32. Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
33. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
34. 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 nationalisation or requisition of or damage to property by or under the order of any government or public local authority.
35. Any loss or damage that arises when the **Policy** is not in force due to any reason whatsoever.

CLAIM SETTLEMENT

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..
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 **Sum Insured** set against the **Insured Asset** in the **Schedule**, subject to a depreciation of 10% per annum from the date of manufacture.
3. The Company may at its Option repair, reinstate or replace the Insured Asset damaged or destroyed, or any part thereof instead of paying the amount of loss or damage
4. The **Company** shall be entitled to **retain** any defective part **replaced** under the **Policy**.

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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 more 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**.

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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

- a) This **Policy** may be cancelled by or on behalf of the **Company** by giving the **Insured** at least 15 days written notice and in such event the **Company** shall refund to the **Insured** a pro-rata premium for the unexpired **Policy Period**. For the avoidance of doubt, the **Company** shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.
- b) This **Policy** may be cancelled by the **Insured** at any time by giving at least 15 days written notice to the **Company**. If the **Policy** is cancelled prior to commencement of the **Policy Period**, the **Company** will refund 100% of the premium to the **Insured**, subject to a retention of Rs. 75 towards administrative costs. If, however, the **Policy** is cancelled after the commencement of the **Policy Period**, the **Company** will refund premium on a pro-rata basis by reference to the time cover is provided, subject to a minimum retention of premium of 25%. No refund of premium shall be due on cancellation if a claim has been made under this **Policy**.

9 Dispute Resolution

- a) 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 question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to 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

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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 and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be within India.

- b) It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the **Company** has disputed or not accepted liability under or in respect of this **Policy**.
- c) 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.
- d) It is also hereby further expressly agreed and declared that if the **Company** shall disclaim liability to the **Insured** for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- e) 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

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 **Governing Law**

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

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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**.

15 **Resolving Issues**

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz. If you are dissatisfied we would like to inform you that we have a procedure for resolving issues, as mentioned herein below. Please include your **policy** number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd
GE Plaza, Airport Road, Yerawada, Pune 411 006
E-mail: customercare@bajajallianz.co.in

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

Areas of Jurisdiction	Office of the Ombudsman
Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu	2nd Flr., Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380014
	(O) 079-27546150, 27546139, Fax:079-27546142
Madhya Pradesh & Chhattisgarh	1st Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
	(O) 0755-2769200, 2769202, 2769201, Fax:0755-2769203
Orissa	62, Forest Park, BHUBANESWAR - 751 009 (O) 0674-

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	2535220, 2533798, Fax:0674-2531607
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017
	(O) 0172-2706196, 2705861, EPBX: 0172-2706468, Fax: 0172-2708274
Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Fatima Akhtar Court, 4th Flr., 453(old 312), Anna Salai, Teynampet, CHENNAI -600 018
	(O) 044-24333678, 24333668, Fax: 044-24333664
Delhi & Rajashthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002
	(O) 011-23239611,23237539, 23237532, Fax: 011- 23230858
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021
	(O) 0361-2413525, EPBX: 0361-2415430, Fax: 0361- 2414051
Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry	6-2-46, 1st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
	(O) 040-23325325, 23312122, 65504123, Fax:040- 23376599
Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry	2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyards, M.G. Road, ERNAKULAM - 682 015
	(O) 0484-2358734, 2359338, 2358759, Fax:0484- 2359336
West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim	North British Bldg. 29, N. S. Road, 3rd Flr., KOLKATA -700 001.
	(O) 033-22134869, 22134867, 22134866, Fax: 033- 22134868
Uttar Pradesh and Uttaranchal	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
	(O) 0522-2201188, 2231330, 2231331, Fax:0522- 2231310
Maharashtra, Goa	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054

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(O) 022-26106928, 26106360, EPBX: 022-6106889, Fax: 022-26106052

Note: Address and contact number of Governing Body of Insurance Council:
Secretary General - Governing Body of Insurance Council
Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054
Tel. No.: 022 - 2610 6889, 26106245, Fax No.: 022 - 26106949, 2610 6052,
E-mail ID: inscoun@vsnl.net

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