

MOTOR EXTENDED WARRANTY INSURANCE POLICY WORDINGS



www.magmainsurance.com



customercare@magmainsurance.com

In consideration of the Insured having applied to Magma General Insurance Limited (hereinafter called "the Company") and having paid the Premium stated in the Schedule and subject to the terms, exceptions and conditions as herein provided, the Company agrees to indemnify the Insured, if any of the Vehicles sold or serviced by the Insured during the Period of Insurance shall require repair and/or replacement due to Mechanical Breakdown of the Components or parts as specified herein and causing a sudden stoppage of its function during the Extended Warranty Period, Provided that the Company's liability shall not exceed the Limits of Liability expressed in the Schedule or such other Limits of Liability as may be substituted thereon by memorandum attached hereon and agreed by the Company.

PART I – DEFINITIONS

For the purpose of this Policy and the Schedule and any endorsements thereon, the following definitions apply:

The Vehicle means the Insured Vehicles described in the Schedule.

New Motor Vehicle means a newly assembled motor vehicles sold ex-factory by the franchise holder or authorized dealer and which would be registered with the Road Transport Department for the first time.

Components and Parts means Components and Parts which are incorporated in the Vehicles by the Vehicle's Manufacturer.

Mechanical Breakdown means the unserviceability of a component for a reason other than wear and tear, normal deterioration or negligence causing a sudden stoppage of its function.

Manufacturer's Warranty means the warranty provided by the Vehicle manufacturer in respect of the complete Vehicle during the time of first sale of the new motor vehicle.

Extended Warranty Period means the warranty provided by the Vehicle manufacturer in respect of the complete Vehicle for an extended period commencing immediately after the expiry of the Manufacturer's Warranty

Limit of Liability means the maximum amount the company will pay in total of all claims in aggregate which may arise during the Extended Warranty Period up to and not exceeding the sum Insured as stated in the Certificate of Insurance or the amount specified in the Schedule. The Sum Insured is the retail price of the vehicle at the time of Purchase excluding registration and other related fees.

Parts Covered means parts and components that are covered under the Warranty which are specifically listed and described in parts IV hereof.

Authorized Service Centre means any service centre/workshop nominated by the vehicle manufacturer / authorized dealer or the Company and notified to the Insured in writing from time to time.

Service Manual means the manual provided by the vehicle manufacturer containing the maintenance and service schedule of the vehicle.

PART II – COMPONENTS AND PARTS COVERED

All components and parts covered under the Manufacturer's warranty, enclosed as an attachment with the policy, is covered under this Extended Warranty policy.

PROVIDED THAT All major mechanical & electrical components that are warranted shall only be replaced wholly if repair and replacement of internal parts of the component is not possible or exceeds the total cost of the whole component.

PART III – COMPONENTS, PARTS AND EXPENSES NOT COVERED

1. All Components & Parts not covered under Part II.
2. Paintwork, bodywork, water ingress and corrosion, glass, lenses, trim, bright work, door lock cylinders and airbags.
3. Wheels, wheel balancing, tyres, exhaust system and catalytic converter.
4. Engine tuning, cleaning of fuel lines, filters, nozzles, carburettors and pumps, drive belts that are not encased, impact or external damage, decarbonisation and failures caused by the build up of carbon deposits (including burnt valves)
5. All wiper blades and rubbers, hoses, pipes and unions.
6. Mountings (including engine mountings), tapings, supports, fixings, and fastening devices that has been incorrectly repaired or replaced or is subject to routine servicing adjustments.

7. Batteries, wires, terminals, reconnecting of disturbed electrical connections, lamps, bulbs, fuses, audio and in-car entertainment equipment and aerials and car telephones.
8. Failure of clutch and brake materials due to wear, adjustments, alignments and any items associated with manufacturer's recommended routine servicing, or failures due to the lack of oils or coolant through neglect.
9. Seals and gaskets that are subject to replacement or refitment as part of the normal service schedule.
10. Fuel, chemical, materials, additives, hydraulic fluids, oils or grease except where required in direct connection with a repair to a covered part.
11. The cost of normal servicing, service items and other items which can be expected to wear as part of their function.
12. Insured/Dealer may be held responsible for under the terms of other guarantee
13. Caused by manufacturing defect/fault involving all equipment in a model range.
14. V belts, hose and gas leaks, airbags for whatsoever cause in respect of Air Conditioned Vehicles.
15. Parts subjected to normal wear & tear, aging including spark plugs, Hi-Tension cords, clutch, axle boots, shock absorbers fuel filter, air filter, oil filter, rubber seals, brake pads, brake linings, wiper blades, clutch/ accelerator/brake cables, bulbs, fuses, fuel hoses, tyres, batteries, glasses, lenses.
16. Damages due to poor, incorrect, incomplete periodic maintenance.
17. All consumable including all lubricating oils, greases, suspension parts including tie rod, tie rod end's, brake oil & parts, unless required/necessitated to be replaced in connection with the replacement of a part falling under a valid extended warranty claim.
18. Parts requiring replacement /repair due to wear & tear, depreciation, moth, vermin, process of cleaning, restoring or renovating of scratches, affect of light, sun or any atmospheric conditions, bird droppings
19. Rusting of sheet metal parts, Silencer & catalytic converter
20. Loss of use or consequential loss, incidental or other damages including expense for gasoline, mechanic travel time etc.
21. Any liability for death, bodily injury or third party damage, Any legal liability, consequential loss, damage to occupants third party
22. impact, collision, accident, malicious damage, theft, attempted theft, fire, contamination, increased loss or damage through owner's negligence, misuse, abnormal use or insufficient care or use of spurious parts/parts not approved by the Insured.
23. Storm, flood, lightning, explosion, earthquake or Aircraft damage
24. War, civil war, rebellion, invasion, insurrection, hostilities, confiscation, nationalisation or loss resulting from order of Government or local Authority.
25. Ionising radiation or contamination by radioactivity
26. Loss or damage caused by
 - variation of or failure in water/electricity supply
 - incorrect installation or maintenance of external plumbing or electrical systems.
 - normal maintenance service and replacement of normal maintenance items including cleaning, polishing, minor adjustment, engine tuning, carbon cleaning, Wheel alignment, tyre rotation
27. Cosmetic and trip items, paints, upholstery, glass etc.
28. Body work, paint, glass, interior/exterior trim, in-car entertainment and communication system & connected equipment, exhaust systems
29. Improper handling, dismantling, fitting, repair, alteration, modification, fitment of accessories or parts not approved by manufacturer.
30. Mechanical & electrical breakdown caused by overloading, strain, overrunning, freezing, excessive pressure, short-circuiting, heating
31. Damage to fuel system including fuel pump & nozzle, caused by bad quality of fuel
32. Damage caused by improper storage, Hydrostatic lock, oil starvation.
33. Damage due to lack of lubrication.
34. Damage due to hydrostatic lock caused by rain /Flood.
35. Any part excluded under manufacturer's warranty as well as proprietary /Supplier's warranty.
36. Damages to rubber items i.e hoses & all seals (All other rubber parts other than consumables are included) and electrical parts i.e horns, bulbs, bulb lenses, fuses, switches, & relays (all other electrical parts included) forming standard fitments provided by the manufacturer.

PART IV – GENERAL EXCLUSIONS

This Policy does not cover any loss damage to liability or costs directly or indirectly caused by or contributed to or arising from or consequence of:

1. To any parts and components not listed under the heading of Parts Covered herein.
2. Whilst the Vehicle is used for racing, competitions, rallies, motor sporting events or of a purpose for which it is not licensed.
3. Any alterations or modifications not approved by the Manufacturer or the use of fitting of any parts or accessories that do not conform with the manufacturer's specifications or modification of a component from the manufacturer's specification.

4. Damage resulting from accident, fire, or other casualty, loading beyond the specified Vehicle weight rating or losses that would be covered under a Motor Insurance Policy.
5. Not serviced in accordance with the Service Requirement of the manufacturer, abuse or the continued use of the Vehicle after a fault has become evident.
6. Slight irregularities not recognized as affecting quality or function of the Vehicle or parts such as slight noise or vibration and defects appearing only under particular or irregular operations.
7. Gradual reduction in operation performance commensurate with age and kilometers covered by the Vehicle, normal wear and tear or deterioration.
8. Claims where the fault causing the Mechanical Breakdown was evident prior to the expiry of the Manufacturer's normal Warranty.
9. Consequential loss of any kind.
10. Liabilities to third parties.
11. War and kindred risks.
12. Nuclear or radiation risks
13. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
14. Manufacturer's recall in any way connected with the use or operation of any computer, computer system, computer software, programme or process of any electronic system as a consequence of (a) date change to the year 2000 or any other date change and/or (b) any change or modification of or to such computer, computer software, programme or process or any electronic system in relation to any such date change.
15. The excess stated in the Schedule for each and every claim.

PART II – CONDITIONS

1. Service Requirements

- 1.1 The Vehicle must be serviced by the Manufacturer's authorized service centre in accordance with the time and kilometer intervals as recommended by the manufacturer in the service manual. Failure to service the Vehicle according to the recommended schedule in the service manual will render the Policy voidable.
- 1.2 All such services must be duly recorded and stamped in the service manual and signed by the servicing outlet. The Company shall have the right at all reasonable time to inspect such record book.

2. Claims Procedures

- 2.1 No repairs may be undertaken or commenced under the terms of this Policy without the prior approval of the Company. All claims must be supported with relevant documentation. The Company reserves the right to examine the Vehicle and subject it to independent assessment. The result of the assessment will determine the Company's insured liability subject to the limit of liability.
- 2.2 Repair work must take place at a authorized service centre of the manufacturer of the Vehicle.
- 2.3 The cost of dismantling of the Vehicle will be paid in the event of a valid claim. However, if upon dismantling it is be found that the damage is not within the scope of the Extended Warranty Coverage, then the cost of dismantling must be borne by the Insured.
- 2.4 The Company reserves the right to deny indemnification under the terms of this Policy if any of the conditions specified has not been complied with or if the claim is due to defective material or workmanship or normal use.

3. Fraudulent Claims

If a claim made by the Insured or Owner of the Vehicle is false or fraudulent or intentionally exaggerated or if any false declarations or statement is made in support thereof, no claim shall be recoverable hereunder.

4. Transfer

This policy cannot be transferred to another vehicle. However, the benefits of this policy may be transferred in the following circumstances:

- In the event of the death of the sole insured, this Policy will not immediately lapse but will remain valid for a period of three

months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the Insured to whom the custody and use of the motor vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for transfer of this Policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-

- a) Death Certificate in respect of the Insured
 - b) Proof of title to the vehicle
 - c) Original Policy
- In the event that the vehicle is sold to other subsequent purchaser, the policy will be transferred to the subsequent purchaser provided the new owner shall observe, fulfill and comply with all the terms conditions and exceptions of this Policy. It may also be transferred to the

5. Cancellation

- The insured can cancel the policy at any time during the policy period by informing the insurer, in this case, the insurer shall refund proportionate premium for unexpired policy period.
- The insurer can cancel the policy on the grounds of established fraud by insured by giving a minimum of 7 days' notice and in such a case no premium would be refunded.

6. Jurisdiction

The indemnity provided by this policy shall not apply in respect of judgments which are not in the first instance obtained from a Court of competent jurisdiction within India, nor to orders obtained in the said Court for the enforcement of judgment made outside India whether by way of reciprocal agreements or otherwise.

7. Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996." (This clause is not applicable to retail customers)

CLAIM SETTLEMENT

The Company will settle the claim under this Policy within 21 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of thirty days of the Survey Report or the additional Survey Report, as the case may be, in accordance with the provisions of The IRDAI (Protection of Policyholders' Interests and Allied Matters of Insurers) Regulations, 2024 and subsequent amendments of the said Act.

GRIEVANCE REDRESSAL PROCEDURE

The Grievance Redressal Cell of the Company looks into complaints from policyholders. If the Insured has a grievance that the Insured wishes the Company to redress, the Insured may approach the person nominated as 'Grievance Redressal Officer' with the details of his grievance.

Name, address, e-mail ID and contact number. of the Grievance Redressal Officer appears in the Policy document as well as on Company's website. An acknowledgement will be sent from the Grievance Redressal Cell within 24 hours of receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and the Company's response notified within 15 days of receipt of complaint.

Further, the Insured may approach the nearest Insurance Ombudsman for Redressal of the grievance. List of Ombudsman offices with contact details are attached for ready reference. For updated status, Please refer to website www.irdaindia.org.

The details of the Insurance Ombudsman are available below:

Office of the Ombudsman	Name and address and contact details	Jurisdiction
AHMEDABAD	Shri Collu Vikas Rao Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat and Union Territories of Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Mr Vipin Anand Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19. Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL	Shri R. M. Singh Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR	Shri Manoj Kumar Parida Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455/2596429/2596003 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH	Mr Atul Jerath 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	Punjab, Haryana (Excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Shri Somnath Ghosh Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI	Ms Sunita Sharma Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.

Office of the Ombudsman	Name and address and contact details	Jurisdiction
GUWAHATI	Shri Somnath Ghosh Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Shri N. Sankaran Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad – 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Shri Rajiv Dutt Sharma Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
KOCHI	Shri G. Radhakrishnan 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	Ms Kiran Sahdev Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA – 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Shri. Atul Sahai Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow – 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.

Office of the Ombudsman	Name and address and contact details	Jurisdiction
MUMBAI	Mr Vipin Anand Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai – 400 054. Tel.: 022 - 69038821/23/24/25/26/27/ 28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (Excluding Navi Mumbai & Thane).
NOIDA	Shri Bimbardhar Pradhan 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 Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Ms Susmita Mukherjee 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	Shri Sunil Jain Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (Excluding Mumbai Metropolitan Region).

Address and contact number of Governing Body of Insurance Council.

Council for Insurance Ombudsmen,
3rd Floor, Jeevan Seva Annexe,
S. V. Road, Santacruz (W), Mumbai - 400 054
E-mail: inscoun@cioins.co.in
Tel. 022 -69038800/69038812.

To view the detailed Insurance Ombudsman offices visit CIO (cioins.co.in). The same is available on the IRDAI website: www.irda.gov.in, on the website of Governing Body of Insurance Council www.gbic.co.in, Our website at: www.magmainsurance.com or can be obtained from any of Our offices.