

# SMART DRIVE MOTOR WARRANTY INSURANCE

Product Code - 4112 UIN: IRDAN115RP0020V01202122

## Chapter 1 - POLICY PERIOD AND SUM INSURED

Whereas the Insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to ICICI Lombard General Insurance Company Limited (hereinafter after called the "Company") for the Insurance hereinafter contained and has paid the premium mentioned in the Schedule as consideration for such insurance in respect of events occurring during the Period of Insurance, subject always to the following terms, conditions, exclusions and limitations to indemnify the Insured in excess of the amount of Deductible as applicable and subject always to the Sum Insured against such loss as herein provided.

### Chapter 2 - COVERAGE

The Company will indemnify the Insured during the Policy Period against the repair or replacement costs in respect of the Insured Vehicle caused by a Breakdown or failure of a mechanical or electrical part arising out of manufacturing defect, provided that the liability of the Company in respect of any Insured Vehicle in any one Policy Period shall not individually or in the aggregate exceed the Sum Insured as stated in the Schedule subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed.

### Chapter 3 - 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.

- I. Breakdown means the mechanical and or electrical failure of a physical object that causes it to not function in its intended manner.
- II. Commercial Vehicle means Goods Carrying Vehicle, Passenger Carrying Vehicle, Miscellaneous and Special types of vehicles. Commercial vehicle will also include Agriculture Tractors, Ambulances, Garbage Vans and Specific usage build vehicle.
- III. Deductible means the amount shown in the Schedule which shall be borne by the Insured in respect of each and every claim made under the Policy. The Company's liability to make any payment under the Policy is in excess of the Deductible.
- IV. Insured means the owner of the vehicle.
- V. Insured Vehicle means the motor vehicles which is the subject matter of Insurance under this Policy and the details of which appears specifically on the Schedule and shall include Private Cars, Two Wheelers and Commercial Vehicles.
- VI. Kilometers or Hours means the distance run by the vehicle indicated in the odometer or hours logged by the Insured Vehicle as indicated in the Hour meter.
- VII. Manufacturer's Warranty Period means the months or Kilometers/ Hours, whichever is earlier as applicable, for which Manufacturer's Warranty for the Insured Vehicle shall be effective.
- VIII. Policy means the proposal, the Schedule, the Policy document and any endorsements attaching to or forming part thereof either on the risk inception date or during the Policy Period.
- IX. Policy Period means the period commencing from the risk inception date and hour as shown in the Schedule and terminating at midnight on the expiry date as shown in the Schedule or the completion of the Kilometers or Hours as specified in the Schedule whichever is earlier. This product is offered for a tenure ranging from one month to maximum of three years.
- X. Pre-Owned Vehicle means any used/ pre owned vehicle where the current owner is not the first owner.
- XI. Sum Insured means the amount stated in the Schedule and shall be the maximum liability of the Company during the Policy Period.
- XII. Plan A: This plan shall be available only for the vehicles for which the manufacturer's warranty is in force and the cover shall incept after the expiry of the Manufacturer Warranty Period. Under this Plan, the Sum Insured will be the Ex-showroom price of the vehicle. These vehicles are classified as 'New Vehicles'. First Hand Vehicles with unexpired manufacturer warranty fall under this classification.

XIII. Plan B: This plan shall be available for vehicles where manufacturer warranty has lapsed as well as Pre-Owned vehicles. The cover shall commence as per the Policy Tenure defined in Policy Schedule. Under this Plan, the Sum Insured will be the value of the vehicle at the time of purchase of this product. These vehicles are collectively classified as 'Pre-Owned Vehicles'. Both First Hand Vehicles with lapsed manufacturer warranty and Pre-Owned Vehicles fall under this classification.

## **CHAPTER 4 - GENERAL EXCEPTIONS**

### 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:

- take all reasonable steps to safeguard the Insured Vehicle against any insured event.
- take all reasonable steps to prevent a claim from arising under this Policy.
- 3. Duties and Obligations after Occurrence of an Insured Event Unless 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 3 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
  - the Insured shall not abandon the Insured Vehicle 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 7 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
  - 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
  - the Insured shall allow the Company and its representatives and appointees to inspect the Insured Vehicle 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. In the event of an admissible claim, the insurer has the discretion of repairing or replacing any parts found to be defective with complete assembly or child parts wherever available.

## 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

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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. Substitution

This Policy does not permit any substitution of vehicle.

## 9. Cancellation

The policyholder can cancel the policy at any time during the term, by informing the insurer. In case the Policyholder cancels the policy, he/ she is not required to give reasons for cancellation. In such case of cancellation, the insurer will refund full premium for unexpired policy period and before risk start date subject to no claim in the policy tenure.

In case the policyholder cancels the policy after inception of risk start date proportionate refund of premium for the year in which cancellation is effective subject to no claim in the policy tenure.

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

			Different Risk start date (RSD)	
SR No.	Scenarios	Same Risk start date (RSD)	First policy cancelled (on request of Insured)	Later policy Cancelled
1.	Dual policy with similar cover issued by the company	Full Refund	Full refund - if request is received before RSD     Proportional Refund - If request is received after RSD.	Full
2.	Dual policy with different Insurers	Full Refund - If cancellation request is received within 30 days from RSD. Proportional refund - if request is received after 30 days from RSD.	Proportional Premium Refund	Proportional Premium Refund

## 10. Transfer of Ownership

On the sale of the vehicle during the Policy Period, the Motor Vehicle warranty Policy shall be transferred to the subsequent owner at the request of the original Insured for the remaining period and subject to the terms, conditions and exclusions as specified in the Policy.

## 11. 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.

## 13. 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.

#### 14. 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.

#### 15. 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.

### 16. 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.

## **CHAPTER 5 - GENERAL 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:

## · Applicable to all types of vehicles

- Any claim falling beyond the expiry date as shown in the Schedule or the completion of the kilometers/ Hours as specified in the Schedule, whichever is earlier.
- Any damage that results from neglect of the periodic maintenance as specified by manufacturer or not carried out at an authorized dealer/service centre of the manufacturer.
- Any damage that results from hard driving, race, rally, pacemaking, speed testing, reliability trials or is being driven by any person not holding a valid licence to drive the Insured Vehicle.
- Any damage that results from operating methods other than those mentioned in the owner's manual or use beyond the limitations as specified by manufacturer such as maximum load passenger capacity, engine speed and others.
- Any damage that results from use of non-genuine parts, nongenuine oils, non-genuine coolants or accessories or other than those approved by the manufacturer.
- Any accessories, attachments or modification not authorised by the manufacturer as original accessories, attachment or manufacturer approved modification and changes.
- Any damage that results from vehicle performance modifications or alterations of any nature &/or physical construction of the insured asset not approved by the manufacturer.
- Inconsequential aspects such as noises, vibrations, oil seepage and sensations that could not lead to dismal product function or performance of the Insured Vehicle.
- 9. Any damage that results from storage or transportation.
- The loss under the Policy that is not in force at the time of claim due to any reason whatsoever.
- 11. Any claims for repair/replacement of parts covered under the Manufacturer's Warranty Period.

- Continued use of the Insured Vehicle in spite of knowing that the defect exists, will make warranty void.
- 13. Loss arising out of Accident caused by external impact, acts of terrorism, illegal and malicious activities, vandalism, Strike, riot, civil, commotion, storm, hail, thunder, earthquake or flood, fire or explosion, war & allied perils etc.
- 14. Cost of roadside assistance and /or towing/transportation.
- Fraudulent act committed by the vehicle owner or driver or the dealer.
- 16. Theft of vehicles and/or parts or accessories.
- Goodwill compensation and costs incurred in the recall campaigns of the manufacturer.
- 18. Aesthetic parts including sheet metal parts/ external paintable surface, trims and upholstery requiring replacements /repairs due to wear and tear, depreciation, moth vermin, process of cleaning, restoring or renovating of scratches, effect of light, sun or any atmospheric conditions, bird droppings.
- Mechanical and electrical breakdown caused by overloading, strain, over running, freezing, excessive pressure, short circuiting, heating.
- Routine maintenance service jobs, including cleaning, polishing, minor adjustments, engine adjustment/ tuning, oil/fluid changes, carbon cleaning, AC servicing, wheel alignment, wheel balancing, tyre rotation, calibration/reconditioning of diesel equipment including nozzles, injector and fuel pumps etc.
- 21. Parts subjected to normal wear and tear, ageing, corrosion, including spark plugs, glow plugs, axle/drive shaft boots, shock absorbers, wheel bearings, horns, front struts, suspension ball joints/tie rod, tie rod end, drain plug with seal, pollen filter, lock cylinder lubricant, fuel filter, oil filters, rubber seals, brake pads, brake linings, brake disc, clutch plates, pressure plates, fly wheels/fly wheel ring, friction discs, battery, tyres and tubes, all type of cables including clutch and accelerator, bulbs, fuses, belts, all type of hoses, tyres, oil seals, batteries, glasses, lenses, all mountings, oxygen sensors, drive chains, air cleaner elements, motor brushes and bushes, step rubbers, rubber tubes, belts, filters, wiper blades and other items as specified in the manufacturer's maintenance schedule.
- 22. All consumables including engine oils, gear oil, brake oil, power steering oil, coolant, AC gas oil, AC gas, grease, battery electrolyte, windshield washer fluid, radiator coolant other than when required to be changed/replaced consequent to repair /replacement of a part falling under a warranty claim.
- Perforation of sheet metal parts and rusting of catalytic converter and silencer.
- 24. Damage to engine parts and fuel injection as a result of use of poor quality/contaminated/improper fuel, coolant or lubricant oil to the fuel systems including fuel pump, injector, nozzles, water pump, turbocharge and other parts as well.
- Damage to engine, transmission assembly, turbocharger, differential assembly or their internal parts due to hydrostatic lock or oil starvation.
- $26. \ \ \, \text{Any loss or damage arising due to poor workmanship.}$
- Consequential damage or loss whatsoever, any legal liability, death
  or injury to occupants, third party and damage to personal property
  and third party property damages.
- Damage arising due to fitment of accessories including without limitations, electrical or mechanical accessories not approved by the manufacturer.
- Body or paintwork including any loss due to accidental damages as well as paint related manufacturing defects.

- 30. For damages which have a casual connection with
  - interferences made to the speedometer/odometer/hour meter, or if there was a change to the corresponding mileage which was not indicated.
  - b. the fact that the warranty requiring damage is not reported before the repair and the motor vehicle is not made available for the investigation, necessary information to assess the damage is not provided and instructions to minimize the repair expenses are not followed.
- 31. Caused through cyber risks, loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever(including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 32. The Company shall not be liable to pay the cost of dismantling and repairing the vehicle if the cost of breakdown is not covered by the Motor Vehicle Warranty Insurance Policy. Further the Company shall not be liable for payment of any other work carried out by the repairer under the instructions of the Insured which is not related to an admissible claim.
- 33. Expenses incidental to Motor Vehicle Warranty Policy claims including but not limited to:
  - additional expenses incurred for communication, lodging, meals, towing charges, and other items due to breakdown of the vehicle in a remote area/city.
  - expenses related to personal injury or property damage compensation, for loss of time, commercial losses or rental costs for a substitute product during the period of repairs.
- Repair or replacement of any part arising due to the failure to comply with the emission standards as specified in sub rule (2) of Rule no 115 of the Central Motor Vehicle Rules, 1989.
- 35. Radio, Music player, Player changer, antennas and all parts of the sound system as well as entertainment electronics, navigation system, telephone and free speech mechanism, audio and video systems and all other electric comfort systems.
- 36. Any kind of damage to a covered part on account of any faulty part which is not covered as part of policy schedule.
- Additional Exclusion applicable for Commercial Vehicles
  - 1. Repair arising from improper starting, warm up or shut down.
  - Failure of the machine, its implements or attachments caused by improper field application or over loading.
  - Over time labour costs, Economic losses including loss of profit, crop loss, equipment rental or other expenses.
  - Cost of initial set up or installation of any optional equipment or attachments to a unit.
  - 5. Following parts are excluded due to what so ever reasons
    - a. Glow plug, vacuum pump, air cleaner, all type of mountings, clutch plate, pressure plate, clutch release bearing/clutch related operating mechanism, drive belts, catalytic converter & silencer, horns, all switches and all oil seals & hoses.
    - b. Universal Joint Crosses, parking brake mechanism, wheel bearings & king pin bearings, bushes, tie rod, tie rod ends, ball joints, wheels spindles, brake drums/discs, brake liner/pads, wheel cylinders, brake back plate/calipers, Leaf springs, steering knuckles, complete suspension system, drive shafts, propeller shaft, wheel rims, tyres, damage to loader/loader bucket teeth, feathers/springs, pneumatic springs and pneumatic spring absorbers.
  - Motor vehicles whose engine performance or engine torque was increased by changes in the engine or in the engine control (Tuning or chip tuning).
  - 7. Proprietary Items such as Fuel injection equipment (Pump & Nozzles), Starter Motors, Alternators, Tyres and Battery.

- 8. Loss or Damage caused by
  - using a higher axle and trailer weight over and above manufacturer's specifications
  - b. using a repair part that is itself recognisably in need of repair
  - c. Which were deliberately caused or due to gross negligence or were due to fraudulence
- 9. Interior and exterior linings, covers, absorbers and upholstery.
- Immobile gaskets, such as flat- and paper gaskets, which are not involved in mechanical movements (except e.g. leak on waterbearing technical units as bonnet, water hoses, cylinder head gasket, radiator as well as air-conditioning).
- All frame and body parts, convertible and fold cover (except mechanical and electronic parts), glass, headlight casings, lighting inside and outside.
- 12. Any part excluded under manufacturers as well as proprietary /suppliers warranty.
- Additional Exclusions applicable for Plan B
  - Any claim for repair/replacement of parts covered under the standard manufacturer's warranty Policy or under plan A or under any other warranty programme.
  - 2. Interior and exterior linings, covers, absorbers and upholstery.
  - Air, oil and water leakage, wind noise, screeching and rattling noises and leakages.
  - Immobile gaskets, such as flat- and paper gaskets, which are not involved in mechanical movements (except e.g. leak on waterbearing technical units as bonnet, water hoses, cylinder head gasket, radiator as well as air-conditioning).
  - 5. Following parts are excluded due to whatsoever reason: catalytic converter and silencer, clutch assembly, all cables, complete suspension system and parts, wiper blades, actuators, wiring harness, all oil seal, clutch disk, brake lining, drums, discs and tyres, wheel balancing, feathers/springs, pneumatic springs and pneumatic Spring absorbers, horn, fuel pump, injector.
  - 6. Any rubber & plastic accessories

# Chapter 6 - BASIS OF CLAIM SETTLEMENT

In the event of a loss, the basis of loss settlement shall be as follows:

- a. Where the defective component of the Insured Vehicle 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 Vehicle to its state immediately prior to the happening of the insured event. No depreciation shall be deducted.
- b. 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 Vehicle in the Schedule.
- The Company shall be entitled to retain any defective part replaced under the Policy.
- d. The liability of the Company in respect of any Insured Vehicle in any one Policy Period shall not individually or in the aggregate exceed the Sum Insured of the Insured Vehicle at the time of occurrence subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed.
- The amount payable in case of total as well as a partial loss shall be in excess of the applicable Deductible.

### **Chapter 7 - Claim Procedure**

Details of procedure to be followed for cashless service as well as for reimbursement of claim-

- 1) Claim Intimation: Connect with us via:
- Toll-free No.: 1800 2666,
- · Our website: https://www.icicilombard.com/customer-support,
- · Email ID: customersupport@icicilombard.com,
- · IL TakeCare App or
- Send "Hi" to RIA on WhatsApp @7738282666.

Alternatively, you can inform our network garages - https://www.icicilombard.com/cashless-garages.

The customer shall submit all the claim related documents along with claim form at the time of claim intimation.

In the case of personal accident claim involving owner-driver, copassengers/pillion rider's, customers/representatives/legal heir, should reach out to our toll-free number: 1800 2666 for claim intimation.

- 2) File an FIR: Only in case of third-party property damage/bodily injury, personal accident of owner-driver or co-passenger, theft, malicious damage, key loss, or a major accident.
- 3) Garage Visit: Report your vehicle to the nearest network garage, find list here https://www.icicilombard.com/cashless-garages
- 4) Surveyor Appointment: Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim
- 5) Submit Documents: Upload your documents on our website, WhatsApp, ILTakecare App or send it to the assigned CSM. For list of required documents, please visit: https://eclaim.icicilombard.com/mobilefront/#/home
- 6) Repair Approval: Repair estimate will be assessed and approved by CSM/surveyor
- 7) Payments: For Cashless Claim Approved amount will be paid directly to the garage. Any balance amount will be paid by you (the insured).
- 8) For Reimbursement Claim: Approved amount will be paid to the insured's account as per bank details provided by the insured.
- 9) Salvage: The amount that is assessed which the damaged asset will fetch in the open market. (The customer will have the option to retain the wreck and accept a 'cash loss' settlement.)
- 10) Turnaround Time (TAT):
- 1. Assessment sheet /Survey report will be furnished within 15 days of assessment/ survey.
- 2. Claim will be decided within 7 days of receipt of the survey report/ Assessment Sheet, as applicable.

Escalation: Report concerns using the cloud calling number sent to you on your registered contact number via SMS/WhatsApp, or call 18002666.

## **CHAPTER 8 - Grievance Clause**

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre(IGCC) at their toll free no. 1800 4254 732 / 155255. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com or on https://www.cioins.co.in/Ombudsman

## **CHAPTER 9 - DETAILS OF INSURANCE OMBUDSMAN**

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at http://www.policyholder.gov.in, or from any of Our Offices.

The details of Insurance Ombudsman are available below:

Name of office of insurance Ombudsman	Territorial Area of jurisdiction
AHMEDABAD Insurance Ombudsman 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, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Soudha Building,PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman 1st Floor,""Jeevan Shikha"", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park, Bhubaneswar — 751 009. Tel:: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH Insurance Ombudsman Office of the Insurance Ombudsman Mr Atul Jerath Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A,Chandigarh — 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
DELHI Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46, 1 st floor, ""Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.

Name of office of insurance Ombudsman	Territorial Area of jurisdiction
JAIPUR	Rajasthan.
Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141-2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	·
KOCHI Insurance Ombudsman 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 Insurance Ombudsman 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 Insurance Ombudsman Office of the Insurance Ombudsman 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
NOIDA Insurance Ombudsman 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 Insurance Ombudsman 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 Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

The updated details of Insurance Ombudsman are available on IRDA **website**: www.irdaindia.org, on the website of General Insurance **Council**: www.generalinsurancecouncil.org.in, website of the Company www.icicilombard.com or from any of the offices of the Company.



**ICICI Lombard General Insurance Company Limited** 

Mailing Address: Interface Building No. 16, 601-602, 6th Floor, New Link Road, Malad (West), Mumbai - 400 064.

Corporate Office: ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.

Visit us at www.icicilombard.com • Mail us at customersupport@icicilombard.com • Toll Free No.: 1800 2666 (Toll Free also accessible from your mobile)
Insurance is the subject matter of solicitation. Product Code: 4112. UIN: IRDAN115RP0020V01202122 CIN: L67200MH2000PLC129408



## **Annexure B**

## **CUSTOMER INFORMATION SHEET**

This document provides only key information about your policy. Please refer to the policy document (Schedule and Wordings) for detailed terms and conditions.

Please Note: This Customer Information Sheet contains information specific to and available under this Product. Kindly refer to your Policy Schedule to know exact details of coverages opted by You.

SI No	Title/ Description (Please refer to applicable Policy Clause Number in next column)	Policy/Clause Number
	Product Name SMART DRIVE MOTOR WARRANTY INSURANCE	Policy Schedule
	Unique Identification Number (UIN) allotted by IRDAI UIN (Product & Add-on (as mentioned in your policy schedule))	Policy Schedule
	Structure Indemnity	Policy Schedule
	Interests Insured Break down / failure of the specified vehicle parts beyond Manufacturer Warranty	Policy Schedule
	Sum Insured / Motor Insured Declared Value Scope  The amount stated in the Schedule and shall be the maximum liability of the Company during the Policy Period.	Chapter 3.XI
	Policy Coverage  The Company will indemnify the Insured during the Policy Period against the repair or replacement costs in respect of the Insured Vehicle caused by a Breakdown or failure of a mechanical or electrical part arising out of manufacturing defect.  For detailed coverages along with terms and conditions please refer to your policy schedule and wordings here <a href="https://www.icicilombard.com/downloads">https://www.icicilombard.com/downloads</a> QR Code:	Chapter 2
7	Add-on Covers: Not Applicable	Not Applicable
8	Loss Participation: Not Applicable	Not Applicable
	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:  • Applicable to all types of vehicles	Chapter 5



- 1. Any claim falling beyond the expiry date as shown in the Schedule or the completion of the kilometers/ Hours as specified in the Schedule, whichever is earlier.
- 2. Any damage that results from neglect of the periodic maintenance as specified by manufacturer or not carried out at an authorized dealer/service centre of the manufacturer.
- 3. Any damage that results from hard driving, race, rally, pacemaking, speed testing, reliability trials or is being driven by any person not holding a valid licence to drive the Insured Vehicle.
- 4. Any damage that results from operating methods other than those mentioned in the owner's manual or use beyond the limitations as specified by manufacturer such as maximum load passenger capacity, engine speed and others.
- 5. Any damage that results from use of non-genuine parts, nongenuine oils, nongenuine coolants or accessories or other than those approved by the manufacturer.
- 6. Any accessories, attachments or modification not authorised by the manufacturer as original accessories, attachment or manufacturer approved modification and changes.
- 7. Any damage that results from vehicle performance modifications or alterations of any nature &/or physical construction of the insured asset not approved by the manufacturer.
- 8. Inconsequential aspects such as noises, vibrations, oil seepage and sensations that could not lead to dismal product function or performance of the Insured Vehicle.
- 9. Any damage that results from storage or transportation.
- 10. The loss under the Policy that is not in force at the time of claim due to any reason whatsoever.
- Any claims for repair/replacement of parts covered under the Manufacturer's Warranty Period.
- 12. Continued use of the Insured Vehicle in spite of knowing that the defect exists, will make warranty void.
- 13. Loss arising out of Accident caused by external impact, acts of terrorism, illegal and malicious activities, vandalism, Strike, riot, civil, commotion, storm, hail, thunder, earthquake or flood, fire or explosion, war & allied perils etc.
- 14. Cost of roadside assistance and /or towing/transportation.
- 15. Fraudulent act committed by the vehicle owner or driver or the dealer.
- 16. Theft of vehicles and/or parts or accessories.

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- 17. Goodwill compensation and costs incurred in the recall campaigns of the manufacturer.
- 18. Aesthetic parts including sheet metal parts/ external paintable surface, trims and upholstery requiring replacements /repairs due to wear and tear, depreciation, moth vermin, process of cleaning, restoring or renovating of scratches, effect of light, sun or any atmospheric conditions, bird droppings.
- 19. Mechanical and electrical breakdown caused by overloading, strain, over running, freezing, excessive pressure, short circuiting, heating.
- 20. Routine maintenance service jobs, including cleaning, polishing, minor adjustments, engine adjustment/ tuning, oil/fluid changes, carbon cleaning, AC servicing, wheel alignment, wheel balancing, tyre rotation, calibration/reconditioning of diesel equipment including nozzles, injector and fuel pumps etc.
- 21. Parts subjected to normal wear and tear, ageing, corrosion, including spark plugs, glow plugs, axle/drive shaft boots, shock absorbers, wheel bearings, horns, front struts, suspension ball joints/tie rod, tie rod end, drain plug with seal, pollen filter, lock cylinder lubricant, fuel filter, oil filters, rubber seals, brake pads, brake linings, brake disc, clutch plates, pressure plates, fly wheels/fly wheel ring, friction discs, battery, tyres and tubes, all type of cables including clutch and accelerator, bulbs, fuses, belts, all type of hoses, tyres, oil seals, batteries, glasses, lenses, all mountings, oxygen sensors, drive chains, air cleaner elements, motor brushes and bushes, step rubbers, rubber tubes, belts, filters, wiper blades and other items as specified in the manufacturer's maintenance schedule.
- 22. All consumables including engine oils, gear oil, brake oil, power steering oil, coolant, AC gas oil, AC gas, grease, battery electrolyte, windshield washer fluid, radiator coolant other than when required to be changed/replaced consequent to repair /replacement of a part falling under a warranty claim.
- Perforation of sheet metal parts and rusting of catalytic converter and silencer.
- 24. Damage to engine parts and fuel injection as a result of use of poor quality/contaminated/improper fuel, coolant or lubricant oil to the fuel systems including fuel pump, injector, nozzles, water pump, turbocharge and other parts as well.
- 25. Damage to engine, transmission assembly, turbocharger, differential assembly or their internal parts due to hydrostatic lock or oil starvation.
- 26. Any loss or damage arising due to poor workmanship.
- 27. Consequential damage or loss whatsoever, any legal liability, death or injury to occupants, third party and damage to personal property and third party property damages.
- 28. Damage arising due to fitment of accessories including without limitations, electrical or mechanical accessories not approved by the manufacturer.



- 29. Body or paintwork including any loss due to accidental damages as well as paint related manufacturing defects.
- 30. For damages which have a casual connection with a. interferences made to the speedometer/odometer/hour meter, or if there was a change to the corresponding mileage which was not indicated. b. the fact that the warranty requiring damage is not reported before the repair and the motor vehicle is not made available for the investigation, necessary information to assess the damage is not provided and instructions to minimize the repair expenses are not followed.
- 31. Caused through cyber risks, loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever(including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 32. The Company shall not be liable to pay the cost of dismantling and repairing the vehicle if the cost of breakdown is not covered by the Motor Vehicle Warranty Insurance Policy. Further the Company shall not be liable for payment of any other work carried out by the repairer under the instructions of the Insured which is not related to an admissible claim.
- 33. Expenses incidental to Motor Vehicle Warranty Policy claims including but not limited to : a. b. additional expenses incurred for communication, lodging, meals, towing charges, and other items due to breakdown of the vehicle in a remote area/city. expenses related to personal injury or property damage compensation, for loss of time, commercial losses or rental costs for a substitute product during the period of repairs.
- 34. Repair or replacement of any part arising due to the failure to comply with the emission standards as specified in sub rule (2) of Rule no 115 of the Central Motor Vehicle Rules, 1989.
- 35. Radio, Music player, Player changer, antennas and all parts of the sound system as well as entertainment electronics, navigation system, telephone and free speech mechanism, audio and video systems and all other electric comfort systems.
- 36. Any kind of damage to a covered part on account of any faulty part which is not covered as part of policy schedule.
- Additional Exclusion applicable for Commercial Vehicles
- 1. Repair arising from improper starting, warm up or shut down.
- Failure of the machine, its implements or attachments caused by improper field application or over loading.
- Over time labour costs, Economic losses including loss of profit, crop loss, equipment rental or other expenses.

Prabhadevi, Mumbai 400 025



- 4. Cost of initial set up or installation of any optional equipment or attachments to a unit.
- 5. Following parts are excluded due to what so ever reasons
- a. Glow plug, vacuum pump, air cleaner, all type of mountings, clutch plate, pressure plate, clutch release bearing/clutch related operating mechanism, drive belts, catalytic converter & silencer, horns, all switches and all oil seals & hoses.
- b. Universal Joint Crosses, parking brake mechanism, wheel bearings & king pin bearings, bushes, tie rod, tie rod ends, ball joints, wheels spindles, brake drums/discs, brake liner/pads, wheel cylinders, brake back plate/calipers, Leaf springs, steering knuckles, complete suspension system, drive shafts, propeller shaft, wheel rims, tyres, damage to loader/loader bucket teeth, feathers/springs, pneumatic springs and pneumatic spring absorbers.
- 6. Motor vehicles whose engine performance or engine torque was increased by changes in the engine or in the engine control (Tuning or chip tuning).
- 7. Proprietary Items such as Fuel injection equipment (Pump & Nozzles), Starter Motors, Alternators, Tyres and Battery.
- 8. Loss or Damage caused by
- a. using a higher axle and trailer weight over and above manufacturer's specifications
- b. using a repair part that is itself recognisably in need of repair
- c. Which were deliberately caused or due to gross negligence or were due to fraudulence
- 9. Interior and exterior linings, covers, absorbers and upholstery.
- 10. Immobile gaskets, such as flat- and paper gaskets, which are not involved in mechanical movements (except e.g. leak on waterbearing technical units as bonnet, water hoses, cylinder head gasket, radiator as well as air-conditioning).
- 11. All frame and body parts, convertible and fold cover (except mechanical and electronic parts), glass, headlight casings, lighting inside and outside.
- 12. Any part excluded under manufacturers as well as proprietary /suppliers warranty.
- Additional Exclusions applicable for Plan B
- Any claim for repair/replacement of parts covered under the standard manufacturer's warranty Policy or under plan A or under any other warranty programme.
- Interior and exterior linings, covers, absorbers and upholstery.

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Website: www.icicilombard.com

Mumbai - 400 064



	3. Air, oil and water leakage, wind noise, screeching and rattling noises and leakages.	
	4. Immobile gaskets, such as flat- and paper gaskets, which are not involved in mechanical movements (except e.g. leak on waterbearing technical units as bonnet, water hoses, cylinder head gasket, radiator as well as air-conditioning).	
	5. Following parts are excluded due to whatsoever reason: catalytic converter and silencer, clutch assembly, all cables, complete suspension system and parts, wiper blades, actuators, wiring harness, all oil seal, clutch disk, brake lining, drums, discs and tyres, wheel balancing, feathers/springs, pneumatic springs and pneumatic Spring absorbers, horn, fuel pump, injector. Any rubber & plastic accessories	
	6. exclusions are mentioned in policy wordings, which can be referred through link- https://www.icicilombard.com/downloads	
10.	Special Conditions and Warranties (if any): Not Applicable	Not Applicable
11.		Policy Schedule
	<ul> <li>Duty of care</li> <li>Minimizing loss</li> <li>Timely claim notification – within 30 days of incident</li> <li>Claims are subject to - Motor Vehicle Act 1988 &amp; 2019, Central Motor Vehicle</li> <li>Rules 1989, Insurance Act 1938 &amp; 2015 and any other relevant laws or regulations.</li> </ul>	
	Claim calculation process - post claim admission:	
	Motor Smart Drive Motor Warranty Claim: Indemnity amount calculated as per the Repair Invoice (minus) applicable deductibles	
	Policy Servicing - Claim Intimation and Processing	
	For policy servicing, you can reach us through:	
	Toll-free number: 1800 2666	
	- Frank austamarauppart@iaiailambard.com	

Email: customersupport@icicilombard.com

IL TakeCare App

WhatsApp: Send "Hi" to RIA at 7738282666 Or

Website: https://www.icicilombard.com/customer-support

Contact your CSM at motorintimation@icicilombard.com.

## Cashless and Reimbursement Claims Process:

To initiate a claim, notify us at via our IL TakeCare app, website, email, WhatsApp, our toll-free number or at one of our network garages <a href="https://www.icicilombard.com/cashless-garages">https://www.icicilombard.com/cashless-garages</a>. If there's third-party damage, injury, theft, key loss, or a major accident, don't forget to file an FIR. Report your vehicle to a network garage

Chapter 7

Mumbai - 400 064

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UIN: <UIN> <ProductName>
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Alternate no: 86552 22666 (chargeable)
E-mail: customersupport@icicilombard.com
Website: www.icicilombard.com



https://www.icicilombard.com/cashless-garages, and your Claims Manager (CSM) will assign a surveyor/loss assessor within 24 hours. You can upload the Claim form along with required documents through our website, app, WhatsApp, or directly to your CSM

(https://eclaim.icicilombard.com/mobilefront/#/home) . Once the repair estimate is approved, we'll handle the payment directly with the garage, or reimburse you as per policy terms if needed. You can also choose a 'cash loss' settlement and retain salvage. We'll have the survey / assessment report ready in 15 days, and you can expect a decision on your claim within 7 days. Any claim where the repair has been carried out without intimation and prior approval of the Company is not payable. If you have any further issues, reach out through the cloud calling number or call 18002666. Cancellation Clause-

The insured can cancel the policy at any time during the term, by informing the company. The company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policyholder.

The company shall -

- i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
- ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

For detail cancellation clause please refer policy wording

Renewal Date: Current policy end date

## Grievance Redressal and Policyholders Protection

**Protection of Policyholder's Interest:** We're committed to giving you fair treatment and clear, timely information about your coverage, so you can make informed decisions. We also ensure efficient service and uphold high standards throughout the sale and servicing of your policy.

Grievance Redressal Process: If you have a concern, click-

13 <a href="https://www.icicilombard.com/grievance-redressal">https://www.icicilombard.com/grievance-redressal</a> to understand our grievance redressal process. If the issue persists, contact our Grievance Redressal Officer

https://service.icicilombard.com/GrievanceRedressal/GrievanceRedressalStep3 .

If the issue remains unresolved, you can approach the Insurance Ombudsman https://cioins.co.in/ombudsman or visit the Bima Bharosa Portal at https://bimabharosa.irdai.gov.in/

## Obligations of the Policyholder

Disclosure of Information: Please ensure all details provided in your proposal form are accurate and inform us promptly of any changes, as not doing so could affect your coverage and claims. Please make sure to share

Policy Number

Chapter 8 & 9

**ICICI Lombard General Insurance Company Limited** CIN: L67200MH2000PLC129408 UIN: <UIN> <ProductName>

New Linking Road, Malad (West) Off Veer Savarkar Road, Nr Siddhi Vinayak Temple, Mumbai - 400 064 Prabhadevi, Mumbai 400 025

IRDA Reg. No. 115 Mailing Address:



key details like a valid driver's license, PUC certificate, vehicle registration, correct no-claim bonus and any past claims or accidents. For the complete list of disclosures, please check your policy wording.

# **Declaration by the Policyholder;**

I have read the above and confirm having noted the details.				
Place:				
Date:	(Signature of the Policyholder)			

**Note:** In case of any conflict, the terms and conditions mentioned in the policy document shall prevail. Please click here <Pol Schedule & CIS Link> to download the same.

ICICI Lombard House, 414, P Balu Marg, Off Veer Savarkar Road, Nr Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 Toll free no: 1800 2666
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UIN: <UIN> <ProductName>