PROSPECTUS - SMART DRIVE MOTOR WARRANTY INSURANCE
UIN - IRDAN115RP0020V01202122

Scope of cover

BASIC COVER

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.

Significant 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

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, non-genuine 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.

11. 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.

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.

23. 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.

2. Failure of the machine, its implements or attachments caused by improper field application or over loading.

3. Over time labour costs, Economic losses including loss of profit, crop loss, equipment rental or other expenses.

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

1. 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.

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

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 Vehicle 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
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
b. 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
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 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 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 cancelation, 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 can cancel 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.
Cancellation due to Double insurance

- In the event of cancellation of policy due to double insurance, the company will refund the Own damage and liability section premium in full for the unexpired years (years for which the Risk has not yet incepted). For the year where policy is in-force (risk has incepted), premium will be refunded as follows:

Sl no.	**Scenarios**	**Same Risk start date (RSD)**	**Different 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	1. Full refund - if request is received before RSD 2. 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 Premium Refund	Proportional Premium Refund

		Proportional refund - if request is received after 30 days from RSD.		

In either case, no refund of premium can be allowed for such cancellation if any claim has arisen on either of the policies during the period when both the policies were in operation, but prior to cancellation of one of the policies.

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.

12. 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.

13. 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.

14. 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.

15. 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.

Salvage:

The amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount.

Warranty:

The insured/vehicle owner must hold valid Pollution Under Control (PUC) and/or Vehicle Fitness Certificate at the start of the policy. Certificates should be maintained throughout policy period.

Company may act in case of discrepancies with certificates.

Grievances:

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 (IRDA) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDA 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 IRDA website: www.irdaindia.org, or on the Company’s website at www.icicilombard.com