

# WARRANTY INSURANCE POLICY WORDING

WHEREAS the insured named in the schedule hereto by a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein has applied to Generali Central Insurance Company Limited (herein-after called, the company) for the Insurance hereinafter contained and has paid the premium as consideration for such Insurance in respect of damage to parts occurring during the period of Insurance stated in the schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of the Policy.

#### **DEFINITIONS**

- 1. **Domestic Electrical / Electronic Products** Includes products such as Color Televisions, Washing Machines, Refrigerators, Music Systems, Air conditioners, Microwave ovens, Mobile telephones or any other product that may be included from time to time.
- 2. **Product/Products** The products should be for domestic use only and not to be used for commercial, rental, or profit generation purposes.
- 3. **Official Channels** Manufacturer, Manufacturer's subsidiary company, Authorized dealer / Distributor appointed by the Manufacturer or its subsidiary located within India.
- 4. **Normal Operating Condition** Ability of the product to perform its specified function subject to the acceptable level of change in performance due to aging or climatic conditions. The acceptable level of change for this purpose will be as per the respective Manufacturer's specifications.
- 5. **Normal Use** Use of the product in accordance with the manufacturers guidelines for product usage including but not limited to regular maintenance & upkeep of the product, Usage of specified protection devices such as voltage stabilizers.
- 6. **Breakdown** means the mechanical and/or electrical defects and / or failure of a product that cause it to not function in its intended manner.
- 7. **Covered Breakdown** Breakdown covered by the Manufacturer's Warranty / Guarantee during the Manufacturer's Warranty / Guarantee period. The covered breakdown will vary for each product in accordance with the Manufacturer's Warranty / Guarantee for the said product.
- 8. **Manufacturer's Warranty / Guarantee** The original warranty / guarantee given by the respective manufacturer in respect of a product.
- 9. **Manufacturer's Warranty** / **Guarantee Period** The uninterrupted period of the manufacturer's Warranty / Guarantee cover as stated on the original official Manufacturer's Warranty / Guarantee certificate or publication.
- 10. **We, Us** Generali Central Insurance Company Limited (Formerly known as Future Generali India Insurance Company Limited)
- 11. **You, Your** The Insured mentioned in the Policy Schedule.

This policy is a contract between You, the Insured, as mentioned in the Policy Schedule and Us, Generali Central Insurance Company Limited.

In consideration of the premium paid by You, We will provide the cost of repair for the Covered Breakdown of Products as mentioned in the Schedule, during the period of policy, subject to the terms, conditions, exceptions and limitations contained herein or endorsed hereupon in future.

#### COVERAGE

## Manufacturer's Warranty -

- 1. The policy provides cover for manufacturer's Original Warranty.
- 2. The policy provides coverage for cost of parts and labor in respect of the covered Product as stated in the Schedule for covered inherent mechanical and electrical breakdown/defects to the extent provided by the manufacturer's warranty for Electrical / Electronic / Mechanical Products manufactured in India or is legally imported in India & sold through Official Channels supported by an invoice & Manufacturer's Warranty/Guarantee.
- 3. Our liability for any one repair shall in no event exceed the market value of the Product at the time of said repair.



- 4. We will bear the cost of replacement of the product with one of like kind and quality if the Product is not repairable or beyond economical repair. The replaced Product (the spoilt unit) shall become property of Generali Central Insurance Company Limited Due to technological advances, the replacement product may be of lower retail value than the original Product. Any such replacement will immediately terminate this policy with no refund of the premium and we shall have no further obligations for the remainder of the term of this policy.
- 5. The total of all benefits paid or payable under this policy while it is in force shall not exceed the original purchase price paid by you for the Product covered by this policy.
- 6. This policy is valid only in India on Products which are purchased and repaired within India.

## Extended Warranty -

- 1. The policy provides cover for Extended Warranty which commences on expiration of Manufacturer's Original Warranty for the period as specified in the Policy Schedule.
- 2. The policy provides coverage for cost of parts and labor in respect of the covered Product as stated in the Schedule for covered inherent mechanical and electrical breakdown/defects to the extent provided by the manufacturer's warranty for Electrical / Electronic / Mechanical Products manufactured in India or is legally imported in India & sold through Official Channels supported by an invoice & Manufacturer's Warranty/Guarantee.
- 3. Our liability for any one repair shall in no event exceed the market value of the Product at the time of said repair.
- 4. We will bear the cost of replacement of the product with one of like kind and quality if the Product is not repairable or beyond economical repair. The replaced Product (the spoilt unit) shall become property of Generali Central Insurance Company Limited. Due to technological advances, the replacement product may be of lower retail value than the original Product. Any such replacement will immediately terminate this policy with no refund of the premium and we shall have no further obligations for the remainder of the term of this policy.
- 5. The total of all benefits paid or payable under this policy while it is in force shall not exceed the original purchase price paid by you for the Product covered by this policy.
- 6. This policy is valid only in India on Products which are purchased and repaired within India.

#### PRODUCT COVERED

This Policy covers Electrical / Electronic / Mechanical Products and any other Product that we include from time to time and mentioned in the policy schedule.

#### **EXCLUSIONS**

- 1. Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty.
- 2. Non-operating and cosmetic damage to the Product, such as damage to paintwork, Product finish, dents or scratches.
- 3. Accessories used in or with the Product unless covered under a separable warranty policy (for eg. Computer software, modem, scanner, printer and charger)
- 4. Replacement of any consumable item or accessory These include but are not limited to plugs, fuses, light bulbs, light covers, cables, filters, attachments, belts, toner, ribbons, drums, tapes or software and add-on options incorporated in a Product.
- 5. Normal wear and tear of items not integral to the functioning of the Product Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and de-scaling.
- 6. Coverage will not under any circumstances, extend to any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limiting to losses incurred due to any delay in rendering service related to this policy and loss of use during the period that the Product is at an authorized repairer and/or while awaiting parts.



- 7. Damage caused by unauthorized repair, theft, burglary and accident including earthquake, storm and or hurricane, abuse, misuse, sand, dust, water, negligence, fire, flood, lightning, malicious damage, impact, corrosion, battery leakage, acts of God, animal or insect infestation or intrusion.
- 8. Damage resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current.
- 9. Cost of removal or re-installation of the Product.
- 10. Reception or transmission problems resulting from external causes.
- 11. Problems or defects not covered under the original Manufacturers Warranty / Guarantee.
- 12. Batteries, internal or external to the Product.
- 13. Breakdowns caused by computer virus or realignments to Products.
- 14. Recalls or modifications to the Product.
- 15. Failure to follow the manufacturer's instructions.
- 16. Costs arising from incorrect installation, modification or maintenance.
- 17. Costs if no fault is found with the Product.
- 18. Costs arising from being unable to use the Product or from damage which results from the Breakdown of the Product.
- 19. Damage / failure caused before or during Product delivery.
- 20. Use of batteries, charger and / or accessories not approved by the manufacturer, incorrect electrical leads or connection.
- 21. The cost of repairing, restoring or reconfiguring computer software.
- 22. Any consequential or incidental damages arising from the use or loss of use of the Product, Your & the Customers statutory rights are unaffected.
- 23. If the product is sold by original buyer to other party.
- 24. If the product is moved out of the country of purchase, it will not be covered by this policy.

#### CONDITIONS

- 1. This policy becomes valid only on purchase of the Product.
- 2. This Product is manufactured in India or is legally imported in India & sold through Official Channels supported by an invoice & Manufacturer's Warranty / Guarantee.
- 3. The Product is purchased new from the manufacturers authorized dealer / distributor and is supported by Manufacturer's Warranty / Guarantee of not less than 12 months and not exceeding 24 months.
- 4. The Product is used in accordance with the manufacturer's guidelines for Product usage including but not limited to regular maintenance & up keep of the Product.
- 5. Manufacturer's Warranty / Guarantee remains valid throughout its validity period.
- 6. All repairs must be made by authorized repair agents.
- 7. This policy will be cancelled in the event of fraud, attempted fraud, or non-disclosure of any changes that affect this policy and no refund of premium will be due to You.
- 8. If at the time of any failure / damage to the covered product, the product is covered in part or full by any other insurance, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss, failure or damage.



#### 9. Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy in so far as they relate to anything to be done or complied with by You shall be a condition precedent to any liability of Us under this Policy.

- 10. Reasonable Care: You shall
- a. take all reasonable steps to safeguard the Insured product against any insured event;
- b. take all reasonable steps to prevent a claim from arising under this Policy;
- c. ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;

#### 11. Duties and Obligations after Occurrence of an Insured Event

It is a condition precedent to Our 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. You shall immediately and in any event within 7 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. You shall within 30 days deliver to Us 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 Us, and
- c. You shall expeditiously provide Us and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- d. You shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of Us which shall be entitled to take over and conduct in the name of You the defense and/or settlement of any such claim, for which purpose You shall give all the information and assistance that We may reasonably require.

## 12. 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 Us applicable to such claim, then We shall not be liable to pay or contribute more than its ratable proportion of any loss or damage. This condition is not applicable to benefit payment section.

## 13. Subrogation

You and any claimant under this Policy shall at the expense of Us do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Us 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 Your indemnification by Us.

## 14. Fraud

If You 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.

## 15. Cancellation

For cancellation of insurance during the currency of the policy either wholly or in part -

- a) At the option of the insurer, a pro-rata refund of premium will be allowed for the unexpired period, subject to a minimum premium.
- b) At the option of the insured, refund of premium will be allowed after charging premium for the time insurance was in force on short period scale subject to retention of minimum premium by the Insurer.



c) In case of cancellation of the policy before the commencement of the Extended Warranty period, the short period rates are as mentioned below.

Policy period	% of Annual Premium Retained
More than 6 months prior to the commencement	15%
of the extended warranty period	
Less than 6 months but more than 3 months	47.50/
prior to the commencement of the extended	17.5%
warranty period	

d) In case of the cancellation of the policy after the commencement of the Extended Warranty period, the short period rates are as mentioned below.

Policy period	% of Annual Premium Retained
Not exceeding 3 months	50%
Exceeding 3 months but not exceeding 8 months	80%
Exceeding 8 months	Full Annual Premium/Rate

#### 16. Notices

- a. Any and all notices and declarations for the attention of Us 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 You shall be posted to Your address stated in the Schedule.

## 17. 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.

## 18. Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by Us, which approval shall be evidenced by an endorsement on the Policy.

#### 19. Territorial Limits

This Policy covers insured events arising during the Policy Period within India. Our liability to make any payment shall be to make payment within India and in Indian Rupees only.

## 20. Reinstatement after settlement of a claim

All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance shall be accounted in diminution of the Total Sum Insured so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the Total Sum Insured. In the event of the property lost, destroyed or damaged being replaced by other property, the Company will at the Insured's request extend this insurance by endorsement to include such property upon payment of the appropriate pro-rata additional premium.

## **BASIS OF SETTLEMENT**

In cases where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any.



In cases where only part needs to be replaced covered under the warranty program, the cost of the part will be indemnified including ordinary freight.

The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been carried out or replacements have taken place, as the case may be.

#### **REDRESSAL OF GRIEVANCE**

In case of any grievance the insured person may contact the company through

Website: https://generalicentralinsurance.com Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800

Email: gcicare@generalicentral.com

Courier: Grievance Redressal Cell, Generali Central Insurance Company Limited

Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2, Off Eastern Express Highway Behind TCS, Thane West – 400607

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at <a href="mailto:GCIGRO@generalicentral.com">GCIGRO@generalicentral.com</a> or call at: 7900197777

For updated details of grievance officer, kindly refer the link <u>generalicentralinsurance.com/customer-service/grievance-redressal</u>

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Bima Bharosa (an Integrated Grievance Management System) - <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>

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free Phone: 1800 220 233 / 1860 500 3333/ 022 6783 7800



# GRIEVANCE REDRESSAL PROCEDURE

#### Dear Customer,

At Generali Central Insurance, we continuously strive for service excellence to give you exceptional customer experience. This helps us build trust and long-term relationship with you.

We request you to read the policy document including the terms and conditions carefully. This will help you understand your plan and drive maximum benefits. We want to ensure the plan is working for you and welcome your feedback.

#### What is a grievance?

"Complaint" or "Grievance" means written expression (includes communication in the form of electronic mail or voice based electronic scripts), of dissatisfaction by a complainant with respect to solicitation or sale or purchase of an insurance policy or related services by insurer and /or by distribution channel.

"Complainant" means a policyholder or prospect or any beneficiary of an insurance policy who has led a complaint or grievance against an insurer or a distribution channel.

We are always here for your help. You may use any of the following channels to reach us-

Helpline	Website	Email	Branch GRO	Complaint Form
Call us on 1800 220 233/ 1860 500 3333/ 022-67837800 Senior citizens can avail priority support by choosing the senior citizen option from the helpline menu.	Click here to know more	Write to us at GClcare@generalicentral.com Senior citizens can avail priority support by writing to care.assure@generalicentral.com	Click here to know your nearest branch.	Click here to raise complaint.

## By when will my grievance be resolved?

- You will receive grievance acknowledgement from us immediately for your complaint.
- Final resolution will be shared with you within 2 weeks of receiving your complaint.
- Your complaint will be considered as closed if we do not receive any reply from you within 8 weeks from the date of receipt of response.

#### How do I escalate my complaint if I don't receive a response on time?

- You may write to our Grievance Redressal Officer at GCIGRO@generalicentral.com
- You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address:

GENERALI CENTRAL INSURANCE COMPANY LIMITED (Formerly known as Future Generali India Insurance Company Limited)

Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2, Off Eastern Express Highway Behind TCS, Thane West – 400607



# GRIEVANCE REDRESSAL PROCEDURE

## What if I am not able to register my grievance?

You can comfortably raise a grievance via any of the above-mentioned avenues. If you face any challenge, you may write to the provided email IDs for help.

If you still face any challenge, you may use any of the below options to raise a complaint with the Insurance Regulatory and Development Authority of India (IRDAI).

- Call on toll-free number: 155255
- Click here to register complaint online

## Is there any special provision for senior citizen to raise grievance?

We understand our customers and their needs. Thus, have a separate channel to address the grievances of senior citizens. The concerns will be addressed to the senior citizen's channel (care.assure@generalicentral.com) as complaints for faster attention or speedy disposal of grievance, if any.

#### **Insurance Ombudsman:**

If you are still dissatisfied with the grievance redressal, you may approach the Office of the Insurance Ombudsman located in your vicinity, provided the same is under their purview. The guidelines for taking up a complaint with the Insurance Ombudsman, are available on the website a (https://www.cioins.co.in/About) of the Insurance Ombudsman. Click here to access the list of insurance Ombudsman offices.

You can also lodge an online complaint through the website of the Council for Insurance Ombudsmen (CIO): https://www.cioins.co.in/