



Warranty Smart Sdn. Bhd.

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VEHICLE EXTENDED WARRANTY

Warranty Disclosure Sheet (EV Programs)

Read this Warranty Disclosure Sheet before you decide to take out the **Extended Warranty Programs**. Be sure to also read the general terms and conditions.

1. TOWING

Towing is not covered by warranty. Owner to utilise own vehicle's insurance towing or other alternatives. **Call claims dept @ +60 18-989 0133 / +60 18-228 0133 to get EV panel recommendations.**

- For towing to non-panel:
- Owner's own arrangement.
 - Owner must ensure the non-panel is sufficiently expertised for EVs & Pre-inform WSmart before towing.
 - Owner must provide details of non-panel to WSmart claim dept.

2. WHAT IS NOT COVERED?

We will not pay for repairing or replacing any parts that are not specifically listed in the covered items list. Additionally, we will not be made to pay for costs caused by, arising from, or connected with the following:-

1. Any claims during the cooling off period
2. Body Panels, Paint and Interior Trim
2. Doors lock and Boot locks
3. Keys, remotes, keyless device and key fob batteries
4. Seat belts
5. Cameras
6. Windshield and Glass of any description
7. Tyres and Rims
8. 12V / 16V Auxiliary Battery
9. External flash or other storage or memory devices
10. Hoses of any description
11. Radiator, Condenser and cooling coil
12. Brake Facing
13. Wiring / Cables
14. Part accessories and charging equipment that were not included in the purchase of the vehicle
15. Worn of deteriorated seals
16. Infotainment System - whether fitted by the manufacturer or not
17. Navigation system - whether fitted by the manufacturer or not
18. Security system - whether fitted by the manufacturer or not
19. Experimental Equipment
20. Suspension system
21. Rubber mountings and bushings
22. Maintenance services, including fluids, filters, brake pad and shoes, lamp bulbs, fuses and relays, wheel alignment or balancing, appearance care (such as cleaning and polishing), expendable maintenance items (such as wiper blades / inserts, brake pads / linings, filter, hoses of any description, etc) minor adjustments including addition of sealant, insulations, or replacing and / or retorquing of nut and bolts (or the like)
23. Vehicles used for hire and reward
24. Any cost involved in upgrading of parts (whether covered or not). This includes upgrading or changing the version of parts beyond manufacturer's original specifications for your model (e.g. upgrading software version)
25. Any faults, damage or loss arising from errors, viruses, omissions or faults in any application or system software.
26. Any damage to the vehicle's hardware or software, or any loss or harm to any personal information / data uploaded to the vehicle resulting from any modifications or unauthorized access to vehicle data or software from any source, including non-manufacture parts or accessories, modifications, third party applications, viruses, bugs, malware, or any other form of interference or cyber - attack.
27. Remapping or any performance modification beyond manufacturer's specifications.
28. Defect or damage in existence prior to the commencement of the policy.
29. Damage caused by failure of any item not covered by this warranty.
30. General appearance or normal noises and vibrations, including brake squeal, general knocks, creaks rattles, and wind and road vibration for which there are no malfunctioning parts requiring replacement and does not affect the drivability of the vehicle.
31. Normal service inspection and maintenance items, services items and adjustments such as cooling system cleaning and brake adjustment.
32. Any items not listed above which are wear and tear parts in nature including bearings, gaskets, clips rivets, bushes and all kind of rubber materials are not covered.
33. Wear and tear in accordance with the vehicle age and mileage.
34. Failure of vehicle where the odometer kilometers have been altered or changed after commencement of this warranty so that the vehicle kilometers cannot be ascertained.
35. Any incidental and consequential damage such as telephone calls, towing, car rental charges, hotel charges, loss of time, commercial loss.
36. Damage caused from misuse or use beyond limitations such as overloading, racing modifications of any sort, etc.
37. Breakdown or damage caused by someone using incorrect fuel, oil, lubricant, coolant or other fluid.
38. Any loss or damage caused by a traffic accident, accidental damage, collisions, or objects striking the vehicle.
39. Theft, riot, vandalism or mischief.
40. Any repair or replacement, loss or damage or liability, which is covered by any other warranty or guarantee or goodwill settlement or repair, or any form faulty design or faults whereby the manufacturer needs to recall parts, or any manufacturer modifications.
41. We will not pay for any losses which are not directly covered by the terms and conditions of this policy / program.
42. Using the vehicle as a stationary power source.
43. Act of terrorism, war, fire, deep water, any explosive, nuclear assembly or nuclear part.
44. The environment or an act of God including exposure to sunlight, airbornechemicals, free sap, animal or insect droppings, road debris (including stone chips), industry fallout, rail dust, salt, hail, floods, wind and (thunder) storms, acid rain, fire, water, contamination, lightning and other environmental conditions.
45. Any covered item that is still within the warranty of any repairer from a previous claim approval is not claimable to Warranty Smart.

3. SERVICING & MAINTENANCE

There is no specific nor compulsory vehicle service term attached to this EV warranty program.

4. CHECKING OF FAULT

All claims or repairs and checking of fault of vehicle / covered items can be done at ANY workshop, both Non-Panel or Warranty Smart (WS) authorised panel. **You must contact our claims department for approval to go to a non-panel for claims. The non-panel must be sufficiently expertised to perform your EV check. Otherwise, a recommended WS panel may be opted instead.** You must follow our correct claims procedures, else WS will not pay for your claims. **Contact Claims Department : 018-989 0133 / 018-228 0133 for Non-Panel Authorisation / Authorised Panels Recommendation.**

5. REPAIR AUTHORIZATION

No repairs shall be undertaken or commenced under this warranty programme without WS's prior approval. WS reserves the right to examine the vehicle and subject to independent assessment. The result of the assessment will determine WS's liability.

6. REPAIRS ON VEHICLE

Warranty repairs will be made entirely at the discretion on Warranty Smart Sdn Bhd who reserves the right to either repair / recondition damaged components or to replace damaged components with used / reconditioned parts.

Warranty Smart will only be able to provide estimated repair times. There are many factors of a vehicle repair job which may cause delays such as availability of replacement parts, actual vehicle condition upon accessing the damages, shop schedules etc. Warranty Smart will be able to provide estimated turnaround times for repairs and services but cannot guarantee exact time.

Additionally, any intention of replacing damaged covered parts with brand new original parts should be communicated to WS Claim Adjuster before commencement of any claim job. Should you opt to replace damaged components with a brandnew component, you shall bear the difference between the cost of the new components and the approved claim amount. Since the "new for old" parts replacement will result in your vehicle being in better condition than it was before the breakdown, you shall pay towards the difference in cost.

Vehicle owner is obligated to repair the vehicle as recommended by the authorised repairer, regardless the repair is within warranty coverage or not. Refusal to do so may render the warranty coverage being automatically voided. Warranty Smart reserves the right to refuse any warranty coverage of the same type of repair in any subsequent claim / claims.

7. VEHICLE MODIFICATION

Warranty Smart reserves the right to automatically void the warranty validity / reject any claim when vehicle is modified beyond manufacturer's specification, or odometer / mileage of vehicle is tampered after warranty activation.

8. INVESTIGATION COSTS

The repairer must obtain authorisation from us to start any exploratory, investigation or dismantling work. The costs involved if it is proven to be a non-covered fault will be borne by vehicle owner. We will only pay any reasonable exploratory, investigation or dismantling costs if they are part of a valid claim, providing the diagnostics and claim has been authorized and approved by our Claims Department.

9. CLAIM ADJUSTERS

We have the right to instruct an independent claim adjuster to inspect your vehicle before we authorize any claim. If you give the repairer permission to start the repairs without getting an authorization from us, we may not pay your claim because we will not be able to have the vehicle evaluated before it is repaired.

10. DUTY TO GIVE US INFORMATION

You should tell us all facts which may affect your vehicle checking direction. If you are not sure whether you need to tell us something, you should tell us anyway. If you do not give us the correct information when you make your claim, the checking period may take longer.

11. FRAUD

If we discover that you have made a false claim, or if you, or anyone acting on your behalf, have given us false information to receive benefits under the program, the coverage will be automatically voided and we will not return any part of the premium.

12. SALVAGE AND DISPOSAL

We accept no liability for the disposal of your vehicle or any covered part, or salvage under any event.

13. OTHER CLAIMS CONDITIONS

- Claim will be denied for damage caused by: neglect, corrosion, any foreign matter getting into or onto a part, lack of servicing, overheating or freezing, abuse, damage to parts not covered under this warranty, correct oil / fluid levels not maintained, intentional damage, riot, vandalism, mischief, act of terrorism, motorsport racing purpose, vehicle used for hire and reward including taxi-hailing / ride hailing services and Act of God.
- Claim will be denied for damage caused by fire, flood, war, supersonic boom or nuclear radiation, driving off-road or driving over uneven, rough, damages or hazardous surfaces, including but not limited to, curbs, potholes, unfinished roads, debris or other obstacles, or in competition, racing or autocross or for purposes for which the vehicle is not designed.
- Claim will be denied for any repair, alteration or modification of the vehicle that was made inappropriately, or the installation or use of fluids, parts or accessories, made by a person or facility not authorized to do so.
- Claim will be denied for improper repair and maintenance, including, but not limited to the use of fluids, parts or accessories other than those specified.
- For warranty claim specific to Battery capacity, the replacement Battery will be in a condition appropriate to the age and mileage of the vehicle sufficient to achieve or exceed the minimum Battery capacity for the remainder of the warranty period of the original Battery. Note that the vehicle's range estimated are an imperfect measure of Battery capacity because they are affected by additional factors separate from Battery capacity. The measurement method used to determine Battery capacity, and the decision of whether to repair, replace or provide used, reconditioned or re-manufactured parts, and the condition of any such replaced, reconditioned or re-manufactured parts, are at the sole discretion of Warranty Smart.
- Despite the breadth of this warranty, damage resulting from intentional actions (including intentionally abusing or destroying the vehicle or ignoring active vehicle warnings or other negligence acts, a collision or accident, or the servicing or opening of warranty covered items by any workshop without WS prior acknowledgement or approval, is not claimable under this warranty plan.
- Damage to the Battery resulting from the following activities is also not covered under this warranty plan:
 - Damaging the Battery, or intentionally attempting, either by physical means, programming, or other methods, to extend or reduce the life of the Battery
 - Exposing the Battery to direct flame
 - Flooding the Battery
 - Utilization of non-standard charging
 - Any damage caused by the use or installation of unapproved parts
 - Using the battery as a stationary source of power
 - Any damage incurred as a result of opening the battery coolant reservoir
 - Not installing software or firmware updates
 - Damages or failures caused by non-certified technicians' repairs
 - Rather than using designated body lift points, lift the vehicle from beneath the battery
 - Failure to perform repairs
 - Towing with the vehicle and exceeding load limits
 - Abuse or neglect in general
- The vehicle, like all lithium-ion batteries, will experience gradual energy or power loss with time and use. Loss of Battery energy or power over time or due to or resulting from Battery usage is NOT covered under this warranty plan.
- The vehicle updates its software wirelessly, constantly providing new features and improvements for the vehicle, including updates to protect and improve Battery longevity. The fees on any noticeable changes to the performance of the Battery due to these software updates are NOT covered under this warranty plan.
- We reserve the rights to request the selected repairer for your claim to use the parts we source, either reconditioned, used or exchange parts and to supply such parts to the workshop directly if and when deemed necessary.
- If you failed to comply with any of the term and conditions of this warranty, your claim will be denied / rejected and / or your warranty will automatically be void / terminated whichever applicable, or both.
- No claim will be accepted for any consequential loss due to parts not covered by this warranty, including loss of use and the likes.
- Should no reconditioned or used components available upon exhaustive sourcing out in the market, the settlement amount would be based on the rateable percentage of depreciation to determine the betterment rate to be deducted from the costs of the new components.
- This warranty is automatically voided if:
 - The vehicle is modified beyond manufacturer's original specification.
 - The vehicle involved in Acts of God - storm, earthquake, hail, flood, fire or any other natural disaster.
 - The vehicle is found to be damaged due to - negligence, abuse, misuse, modification, tampering or alteration.
 - The vehicle is used for hire and reward including taxi - hailing / ride-hailing services.
 - Any evidence of alternation, erasing or forgery of repair documents.
 - The vehicle is declared total loss due to accident or any natural disaster.
 - The mileage is found tampered after warranty activation.
- Any evidence of manipulative documents or data found in relation to a warranty claim shall result in the immediate voidance and termination of the warranty, with no further liability on our part.

14. CANCELLATION

Once The Program Is Activated, it Is Non-refundable, Non-transferable to Another Vehicle and Non-transferable to new ownership.

15. LOST E-BOOKLET

You are responsible for the safekeeping of this E-Booklet. In the event the E-Booklet is lost, it is your duty to immediately report to the administrator for issuance of a replacement E-booklet at a charge of RM100. The E-Booklet is compulsory in the event of a claim.

16. VEHICLE MODIFICATIONS

Warranty Smart Sdn Bhd reserves the right to automatically void any warranty /reject any claim when vehicle is modified beyond manufacturer's specifications, or odometer / mileage of vehicle is tampered after warranty activation.

17. ACTIVATION

Activation of warranty will only take place when full payment has been received by **Warranty Smart Sdn Bhd. Warranty Smart Sdn Bhd reserved the right to automatically void any warranty / reject any claim which are default in warranty premium payment.**

18. PROGRAM PERIOD

Your program schedule details the period of coverage of this warranty program. All coverage under this program will cease if the vehicle reaches the expiry date or expiry mileage stated on the registration page.

19. MALAYSIA LAW

This program shall be governed by Malaysia law. The parties to this program agree to irrevocably submit to the jurisdiction of the courts of Malaysia only.

20. LANGUAGE

In the event of any conflict between the english and other language, The **ENGLISH VERSION SHALL PREVAIL.**

21. VEHICLE BREAKDOWN

You should do all you reasonably can to protect your vehicle from further damage. Do not continue driving the vehicle when it is faultily or any symptom of fault arise. We will not be liable to pay for repairs due from owner's negligence. For failure of any covered parts which a qualified assessor believe has been aggravated due to the vehicle being driven on after the fault was more than likely to have been apparent to the driver, we will only be liable for a reasonable repair costs that would be if the vehicle had been stopped at the earliest opportunity.

22. PHONE THE CLAIMS DEPARTMENT @ +6018 989 0133 / +6018 228 0133 / 1300 800 833

You must report a vehicle fault / breakdown to our claims department as soon as practicable. Any failure to notify our claims department may result in the claim process being delayed.

Once you have spoken to our Claims department, you may send your vehicle to workshop of your preference if it is deemed suitable by our claim adjuster. The workshop must be sufficiently expertised for your EV and we reserve our rights to avoid any workshop which either has an unfavourable reputation, suspected of committing misconduct and fraud claim. If you do not have your own preferred workshop, our claim adjuster will recommend our authorised EV panel for your vehicle check instead. This is to ensure the best suitable EV expertise is being assigned to check your vehicle at the fastest speed as claim adjuster has the most knowledge on all panel workshops field of expertise.

23. DOCUMENTS REQUIRED

You are only required to submit this e-booklet to our claim department for verification when you report for a claim. If a non-panel is opted for your vehicle check, you are required to provide the workshop details (Workshop Name, Location, PIC Contact) to our claim adjuster. Our claim adjuster will liaise with the workshop on the necessary vehicle reports and claim documents. The same will apply if our authorised EV panel is opted. Our claim adjuster will directly liaise with the authorised panel on the claim documents required.

24. CHECKING PROCEDURES

Commencement of checking / repair works by any workshop is subject to both WS Claim Department and your authorization given to the workshop to first diagnose or dismantle any relevant parts of the vehicle as required to ascertain whether the fault or failure is covered by this warranty program.

The cost of dismantling the vehicle will be borne by WS in the event of a claim on covered item. However, if upon dismantling, it is revealed that the damage is not within the scope of this warranty plan, then the cost of dismantling must be borne by you.

We shall not be held responsible or liable for any claim arising from repairs which are performed without our prior approval. In the event any dismantling of parts and / or repair work commencement are without our approval, the claim will be denied.

Upon checking completed, workshop will be required to submit final vehicle reports and quotation to our claim adjuster.

25. CLAIMS APPROVAL

WS claim department will contact you the soonest possible or within 3 working days on detailing claim approval after receiving reports and quotation from the workshop. Claim approval is subject to the listed warranty coverage & claim limits and no breach of the Terms and Conditions of this warranty plan is evident. Approval amount is based on our assessment of quotation submitted by workshop on the parts prices and labour charges for repair work of the same nature based on reasonable cost obtained from other repairers in the automotive market. The claim approved amount is an offer for Full and final settlement of your claim, we will not be liable for any further amount other than as stated in our Claim Approval notice.

*Repair works will commence only upon your full understanding of all cost and claims involved from the claim department.

26. CLAIM PAYMENT

Once the repairs have been verified as completed, we will pay the claim approved amount to the workshop, if it is our WS authorised EV panel workshop. Any agreed costs not claimable will be payable by you to the panel workshop before vehicle could be released to you after the repair.

For repairs approved in a non-panel (your preferred workshop), you are required to pay to the workshop in full during your car collection. Reimbursement of the approved claim amount will be paid to you within 60 working days from your submission of the repair payment receipt to us. Claim reimbursement payment can only be made to registered vehicle owner's banking details.