

## STANDARD TERMS AND CONDITIONS

### 1 DEFINITIONS

- 1.1 **“Plan(s)”** shall mean either or all of the products/ services package offered by OneAssist from time to time, which products/services may have add on components or features.
- 1.2 **“Joint Plan”** means any OneAssist Plan that is taken for two members at the same time where the two members are related to each other as:
- Spouse
  - Siblings
  - Parent – Child
  - Grandparent – Grandchild

Subject to both the members fulfilling the conditions necessary for a OneAssist membership

- 1.3 **“Plan Fee”** shall mean the fees charged by OneAssist from time to time for the Plan(s) availed of by the Customer and set out in the respective Plan Terms. The Plan Fee is applicable for the respective duration of the plan as mentioned below. The Plan Fee is inclusive of all applicable taxes.
- 1.4 **“Plan Terms”** shall mean the terms and conditions separately provided with the Terms herein which shall be specifically applicable in relation to each Plan(s).
- 1.5 **“Free Look-In Period”** shall mean the number of days from the date of activation of the Plan(s) within which the Customer may cancel the Plan(s) and obtain a refund of the Plan Fee.
- 1.6 **“Insurer”** shall mean the third party insurance provider as OneAssist may partner with from time to time for the add-on benefit as may be applicable to the various Plans.
- 1.7 **“Service Partner”** means any third party service provider affiliated with OneAssist.
- 1.8 **“Personal Information/Data”** shall mean and include such personal and financial information of the Customer relating to his/her data /or documents, in any medium including financial information such as bank account or credit card or debit card or other payment instrument details, identification document details including passport, PAN card details, driving license, etc.

### 2 PURPOSE

- 2.1 These terms and conditions (**“Terms”**) shall govern the transaction between OneAssist Consumer Solutions Private Limited (**“OneAssist”**) and the party whose name appears on the Order (**“Customer”**) in relation to the Plan(s) provided by OneAssist.

- 2.2 These general terms and conditions define the framework and the respective obligations of the parties. Specific terms and conditions relating to the specific Plan(s) that has been availed or subscribed to by the Customer supplementing or derogating from these general terms and conditions may be agreed to in the Plan Terms in writing which shall be annexed to this Terms.
- 2.3 Customer acknowledges the receipt of the Terms and the Plan Terms, as applicable and agrees to be fully bound by the Terms and the relevant Plan Terms. In the event, the Customer avails of any benefit under any of the Plan Terms or lodges a claim within the term of the Policy, the Customer shall deemed to have accepted the Terms unconditionally.

### 3 CUSTOMER CONSENTS AND CONFIRMATIONS

- 3.1 Further, the Customer has and hereby consents to the use of the Personal Information by OneAssist for the purposes of providing the various services under the Plan(s) offered by OneAssist. OneAssist respects the privacy of the Customer and the confidentiality of Customer’s Personal Information so collected by OneAssist by itself or on its behalf and shall take all reasonable steps to protect it and maintain its confidentiality.
- 3.2 The Customer also hereby consents to the Personal Information being disclosed by OneAssist to any third party including any insurer, Service Partner of OneAssist who will be either providing the add-on insurance or other benefit and/or services on each of the Plan(s) for the purposes of fulfillment of the services or if required by law.
- 3.3 The Customer expressly and without limitation, consents to OneAssist or its service partners recording phone calls between the Customer and OneAssist on the helpline numbers set out in the relevant Plan Terms in order for OneAssist to inter alia (i) provide a record of the instructions received from the Customer and to share the same with the Service Partners, if required, (ii) allow itself or its service partners to monitor quality standards, (iii) training purposes, and (iv) meet legal and regulatory requirements.
- 3.4 The Customer acknowledges that OneAssist has the sole right to vary the features/benefits under the Plan(s) or the Plans or the amount or rate of the Plan Fee or part thereof, from time to time.
- 3.5 The Customer hereby provides his/her consent to OneAssist for appointing agents to collect amounts payable to OneAssist, as may be considered necessary in the sole discretion of OneAssist and which shall be at the sole risk and cost of the Customer.

- 3.6 The Customer acknowledges that OneAssist may engage third parties including Service Partners for the fulfillment of the services and the Customer hereby consents to OneAssist disclosing, to the extent relevant, the Customer's Personal Information and/or details of Plan(s) availed by the Customer to inter alia (a) our affiliates Service Partners (b) to our suppliers, vendors, for the purposes of servicing the Customer.
- 3.7 The Customer hereby consents to OneAssist identifying any service providers and/or products that may be of some interest to the Customer.

#### 4 TOTAL FEES/CHARGES

- 4.1 OneAssist shall charge the Plan Fee from the Customer for availing of the Plan(s) from time to time and for the duration of the respective Plan. The Plan Fee shall be payable in advance and the Customer may make a one-time payment of the Plan Fee for the applicable period or authorize OneAssist with appropriate debit instructions to deduct the Plan Fee from the Customer's bank or credit/debit card from time to time including applicable taxes and levies.
- 4.2 The Plan Fee(s) and the Insurance Fee for the respective Plan(s) shall be as more particularly set out in the Plan Terms.
- 4.3 Activation of the Plan(s) is subject to realization/ receipt of the Plan Fee.

#### 5 SERVICING OF CLAIMS

- 5.1 The Customer acknowledges and understands that claim or payment of any benefit covered by an add-on group insurance cover shall be at the sole discretion of the Insurer and OneAssist shall only provide assistance in facilitation of the claim by liaising with the Insurer.
- 5.2 Any claims made by the Customer under these Terms and Plan Terms shall be subject to the following:
- a) The Customer having met and complied with the Terms and the Plan Terms (as applicable). This also applies to terms and conditions set out herein and any others which may be added to the Terms and/or the Plan Terms and communicated to the Customer at a later date;
- b) The Customer having provided OneAssist with full and accurate information in connection with the coverage, as applicable;
- c) The Customer having acted in a bona fide manner to make a claim;
- d) The Customer having complied with the requirements of the Insurer for the purposes of processing the claim may be required from time to time.
- i. Claim form duly filled & signed by the Customer; and
- ii. F.I.R. or intimation copy issued by the police; and
- iii. Any other document as may be required by the respective Insurer.
- 5.3 Notwithstanding anything contained hereinabove, OneAssist shall not be obliged to entertain any claim

from the Customer unless (i) the Customer is over the age of 18 years and a resident of India, and (ii) the Plan Fee up to the date of claim has been paid.

#### 6 CANCELLATIONS/ RENEWAL/TERMINATION

- 6.1 OneAssist will cancel the Terms and/or the Plan Terms if OneAssist does not receive the Plan Fee (all inclusive) on the date it is due.
- 6.2 OneAssist will cancel the Terms and/or the Plan Terms if the Customer has at any time:
- a) agreed to help any third party to try to fraudulently or dishonestly obtain money from OneAssist or the Insurer; or
- b) is in violation of applicable law as may be relevant to the use of the Plan(s); or
- c) failed to meet the Terms and/or the Plan Terms, or to act in good faith, openly, honestly and in a bona fide manner towards OneAssist or the Insurer including by providing false or inaccurate information; and
- d) Customer fails to return to OneAssist or its authorized Service Partner(s) any goods/devices temporarily lent to him/her or money advanced on an emergency basis to him/her or tickets or hotel bookings made on behalf of the Customer and which are to be returned/reimbursed/paid as per the terms of the Plan to OneAssist or to its authorized Service Partner.
- 6.3 If notice of termination is provided by the Customer within the Free Look-In Period, a full refund is available. After the expiry of the Free Look-In Period, for any cancellation by the Customer, OneAssist will refund the Plan Fee based on the grid mentioned below, provided however, that if the Customer has lodged a claim or availed of any benefit under any of the Plan Terms any time during the term of the plan, no refund will be available.

Period	Refund Percentage
0-30 Days	100%
31-180 Days	50%
181-270 Days	25%
> 270 Days	0%

The above refund percentage is on Plan Fee.

#### 7 CONFIDENTIALITY

- 7.1 OneAssist shall make reasonable efforts to ensure that the Personal Information of the Customer is kept confidential and not disclosed to any third party except to the extent required for fulfillment of services.

#### 8 REPRESENTATIONS AND WARRANTIES

- 8.1 The Customer represents that he/she is completed the age of 18 years and is a resident of India.
- 8.2 The Customer is in compliance with the applicable law as may be relevant for the Plan (s) which is availed of by the Customer.
- 8.3 The Personal Information provided by the Customer

for the purposes of availing of the Plan(s) is and shall be true and accurate.

## **9 OBLIGATIONS AND COVENANTS OF THE CUSTOMER**

- 9.1 If the Customer receives a benefit as contemplated under any specific Plan Terms and it is later discovered that the claim was dishonest, fraudulent or false, OneAssist will take steps to recover from the Customer, such payment(s) made to the Customer, either by OneAssist or a third party, as the case may be.
- 9.2 The Customer undertakes that he/she shall strictly comply with the terms of usage contained in the Plan Terms in relation to the use of the Plan(s).
- 9.3 The Customer acknowledges, confirms and covenants that that the object of the Plan(s) being availed of or provided by OneAssist is not an 'insurance product' but insurance is merely an add-on feature of the Plan(s) on a group insurance basis and that the Customer has availed of the Plan(s) in accordance with this understanding.
- 9.4 The Customer undertakes and covenants that he/she shall not use make use of the Plan(s) to or in the course of usage of the Plan(s), upload, display, publish, update, disseminate or transmit content or information that:
- belongs to another person and to which the user does not have any right to or which is confidential;
  - is an impersonation of another person, grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - harm minors in any way;
  - infringes any patent, trademark, copyright or other proprietary rights;
  - deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
  - Threatens the unity, integrity, defence, security or sovereignty of India or seditious, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation or violates any other provision of law.

## **10 LIMITATION OF LIABILITY**

- 10.1 OneAssist shall not be liable for any incidental, consequential, exemplary, special or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use). OneAssist disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

OneAssist's total liability under the Terms and/or the relevant Plan Terms shall not exceed the Plan Fee.

- 10.2 In case of a claim under the add-on group insurance benefit provided with the Plan(s), OneAssist's role in discharging its obligations hereunder shall be that of a mere facilitator, and OneAssist is not and shall not be liable to the Customer for any claim, loss, damage, or compensation caused in relation to or arising from or in connection with the group insurance policy.

## **11 INDEMNITY**

- 11.1 The Customer hereby agrees to defend, indemnify and hold OneAssist and its officers, directors, employees and subcontractors harmless from any and all losses, damages, liabilities, verdicts, settlements, judgments, costs, and expenses (including reasonable attorneys' fees) incurred by OneAssist or its officers or employees arising out of:
- any wrongful act or omission of the Customer in relation to the usage of the Plan(s);
  - any willful misconduct, gross negligence or fraud by the Customer;
  - any failure of the Customer to comply with the applicable law;
  - any breach of the representations, warranties, obligations and covenants of the Customer or a default of the Customer's obligations; and
  - any third party claims arising out of the Customer's use of the Plan(s).
- 11.2 This indemnity will survive the termination of the Terms and/or the Plan Terms and is in addition to and not in substitution of the other remedies and rights that OneAssist may have, either at law in the Terms and/or the Plan Terms

## **12 NOTICES**

- 12.1 Any notice required under the Terms and/or the relevant Plan Terms must be in writing and must be either (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth herein.

OneAssist Consumer Solutions Pvt Ltd  
P O Box No. 7417, J B Nagar Post Office  
J B Nagar, Andheri (E)  
Mumbai – 400059

## **13 MISCELLANEOUS**

- 13.1 The Terms will inure to the benefit of the legal successors of OneAssist. Other than as stated above, no assignment of the Terms is possible.
- 13.2 OneAssist will not incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, bandhs, riots, acts of war, natural disaster, fire and explosions, or any

other events reasonably beyond the control of either party.

13.3 OneAssist reserves the right to amend the Terms and/or the Plan Terms and/or the features or pricing of the Plans. Upon such amendment such terms will become applicable immediately and will be intimated to the Customer in due course. If the Customer does not accept the amendment of the Terms and/or the Plan Terms, he shall have the right to terminate Terms and the Plan Terms with appropriate notice as may be specified in Clause 6. The alteration of the Terms and/or the Plan Terms shall be deemed accepted where the Customer continues to use the service one (1) month after the amendment has taken effect.

13.4 The Terms alongwith the relevant Plan Terms constitutes the entire agreement between the

parties with respect and in relation to the Plan (including any modification or amendment thereto) subscribed or availed of by the Customer and supersedes all previous communications, representations, understandings and agreements, either oral or written.

13.5 The Agreement shall be governed by the laws of the Republic of India.

13.6 All disputes arising in connection with the Terms and/or the respective Plan Term(s) shall be finally settled by arbitration pursuant to the rules of the Arbitration and Conciliation Act, 1996, by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language of the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties.

**Mobile Assist – Service Description and Terms & Conditions**

Note: The terms contain herein are specific terms and conditions applicable to the specific product i.e. Mobile Assist, and are in addition to and not in derogation of the standard terms and conditions.

Benefits	Value Secure (Assistance + Back-up)	Value Insure (Assistance + Back-up + Insurance)	Privilege (Assistance + Back-up + Security)	Privilege + (Assistance + Back-up + Security + Theft Insurance)	Platinum Lite (Assistance + Back-up + Theft & Damage Insurance)	Platinum Pro (Assistance + Back-up + Security + Theft & Damage Insurance)	Platinum Max (Assistance + Back-up + Security + Theft & Damage Insurance)
One call to block your lost SIM card to avoid misuse	✓	✓	✓	✓	✓	✓	✓
Block your lost phone to avoid any misuse	✓		✓	✓		✓	✓
Just one call to block all lost bank cards to prevent frauds & misuse			✓	✓			
Doorstep Pickup and Drop Service for damage repairs					✓	✓	✓
Smartphone Assistance (Get instant answer to all your mobile related queries)			✓	✓	✓	✓	✓
Delivery of a temporary handset if you lose your phone or it is damaged			✓	✓	✓	✓	✓
Emergency messaging to friends and family	✓	✓	✓	✓	✓	✓	✓
DocuSAFE - Get an e-locker to store all your personal data & documents. Register & access all your bank cards, anywhere, anytime.	✓	✓	✓	✓	✓	✓	✓
SIM misuse cover of up to Rs 3000	✓	✓	✓	✓	✓	✓	✓
Handset Theft Insurance		Upto Rs 10000		Upto Rs 20000	Upto Rs 20000	Upto Rs 25000	Upto Rs 40000
Insurance cover against Accidental & Liquid Damage					Upto Rs 20000	Upto Rs 25000	Upto Rs 40000
No. of Insurance claims possible		2		2	2	2	2
Hassle-free, Cash-less Claim management and processing		✓		✓	✓	✓	✓
Back-up contacts, SMS, photos and Videos, so you never lose them		✓	✓	✓	✓	✓	✓
Remotely lock your lost phone & wipe out personal data	✓		✓	✓		✓	✓
Locate your lost phone, Raise an alarm on it and get a SIM change alert	✓		✓	✓		✓	✓
Firewall, Antispam & Antivirus protection	✓		✓	✓		✓	✓
Browsing Protection & Parental Control	✓		✓	✓		✓	✓
<b>Annual Membership Cost (Single)</b>	<b>749/ annum</b>	<b>999/ annum</b>	<b>1499</b>	<b>1999</b>	<b>2399</b>	<b>2799</b>	<b>3599</b>

## 1 Definitions

The definitions as set out herein are in addition to the definitions as set out in the General Terms.

“Applications” shall include the Mobile Security and Mobile Data Backup software applications, as well as anti-theft applications, safe contacts, and any other applications and software provided to the Customer via the OneAssist mobile application, along with any upgrades to the said applications and software as may be made from time to time.

“Group Insurance Policy” means the group insurance policy issued by the Insurer to OneAssist, for the benefit of the beneficiaries, all being the customers of OneAssist.

“Mobile Phone” shall mean the mobile phone device of the Customer. The Customer can only avail of the Mobile Assist package in relation to one Mobile Phone, i.e. one Plan per Mobile Phone.

“SIM Card” shall mean the subscriber identification module card of the Customer which is used by the Customer in his/her Mobile Phone.

“SMS” shall mean short message service.

“Telecom Service Provider” shall mean the telecom service provider who provides the Customer with the SIM Card and Mobile Phone connection.

## 2 Operating System on which the Features are available

The following is an indicative list setting out the availability of the features of the Plan on the basis of the Mobile Phone’s operating system.

Operating System	Anti-Theft	Mobile Security	Automated Data back-up
Symbian	Yes	Yes (except Safe Contacts)	Yes
Android	Yes	Yes	Yes
Blackberry	Yes	No	Yes (except SMS)

## 3. Plan Features

The Customer must install the Applications on the Mobile Phone and should not exit/close/shutdown the Applications. The Customer must select the option “Hide” provided in the Applications.

### A. One Call to OneAssist

- i. The Customer must have a Mobile Phone with a GPRS dataconnection and must have one of the following supported devices / platforms and free disk space, as indicted in the table below, to be able to receive the OneAssist mobile assist services. Please note that certain Plan features may not be available on certain devices / platforms from time to time as may be indicated to the Customer by OneAssist or as set out on the OneAssist

website from time to time.

Devices	Operating Systems Versions	Approximate Free Disk Space Required
Android	2.1,2.2,2.3,3.0,3.1,3.2,3.5,4.0.4.1,4.2,4.3,4.4	3.3 MB
Symbian S60	S60 3rd FP2, S60 5th, Symbian^3, Symbian Belle	1.70 MB
Blackberry	5, 6 and 7	1.50 MB

- ii. In the event of damage or theft of the Mobile Phone, the Customer has to call the OneAssist number to report the damage/theft of the Mobile Phone.
- iii. In order to give a request to block the Mobile Phone / SIM Card, the Customer should be an existing customer of OneAssist prior to placing the request for blocking the Mobile Phone / SIM Card and the Customers mobile number and Service Provider should be registered with OneAssist. In case the Customer had not registered particular details with OneAssist, OneAssist would attempt to block the Mobile Phone / SIM Card, with the help of the details provided by the Customer on a best effort basis.
- iv. Upon intimation of damage/theft of the Mobile Phone to OneAssist, OneAssist shall liaise with the Telecom Service Provider on behalf of the Customer in order to block the SIM Card.
- v. The Customer hereby consents to OneAssist acting | on its behalf and to do all such acts necessary in the performance of its obligations as set out herein vis-a-vis the Telecom Service Provider.

### B. Anti -Theft Features

- i. The customer must install the anti-theft application, and any other software and Applications as directed by OneAssist on their website/welcome pack and update the same as and when any notification of an update is intimated to the Customer.
- ii. The Customer’s details such as the Customer’s mobile number should be registered with OneAssist in order for OneAssist to execute the commands on the Customer’s Mobile Phone. In case of mobile number not updated with OneAssist, OneAssist will not be able to remotely execute the anti-theft features on the Customer’s Mobile Phone.
- iii. In order to remotely lock the Mobile Phone in the event of damage or theft, the Customer must call OneAssist and place a request with OneAssist to remotely lock the Mobile Phone. In the event that the Mobile Phone is retrieved by the Customer, the Customer can unlock the Mobile Phone using a password.
- iv. In order to remotely wipe the data on the Mobile Phone, such as addresses, phone numbers, email, photos, the Customer can initiate a remote wipe to

restore it to its factory settings by contacting One Assist. When the Mobile Phone is retrieved by the Customer, the Customer can restore the data using the Customer's most recent backup of the Mobile Phone with OneAssist.

- v. In the event that the Customer's Mobile Phone is lost/stolen, the Customer must inform OneAssist immediately in order for OneAssist to track the Mobile Phone and alert the Customer on an alternate number in the event that a third party puts a different SIM card into the Mobile Phone.
- vi. Further, OneAssist shall inform via SMS upto three (3) family members/friends of the Customer of the theft of the Mobile Phone. The phone numbers of upto three (3) family members/friends must be pre-registered with OneAssist.
- vii. In the event that the Customer's Mobile Phone is lost/stolen, the Customer must contact OneAssist to locate / trace the last known location of the device.
- viii. The Customer hereby consents to OneAssist acting on its behalf and to do all such acts necessary in the performance of its obligations as set out herein vis-a-vis the software/application providers.

#### **C. Mobile and Anti-Malware Security Features**

- i. The customer must install all software and applications as directed by OneAssist on their website/welcome pack and update the same as and when any notification of an update is intimated to the Customer.
- ii. The Customer hereby consents to OneAssist acting on its behalf and to do all such acts necessary in the performance of its obligations as set out herein vis-a-vis the software/application providers.
- iii. The Customer must have a GRPS data connection which must be regularly connected to the network of the Telecom Service Provider so as to enable incremental data available for updates of the software / Applications /backup to be downloaded / installed on the Mobile Phone.

#### **D. Automated Data Back-up**

- i. The customer must install all software and Applications as directed by OneAssist on their website/welcome pack and update the same as and when any notification of an update is intimated to the Customer. Application is designed to securely, automatically and transparently create a backup of selected data - such as: contacts, photos, SMS and Videos from the end-users' mobile devices.
- ii. Only the data that has been backed up by the Customer can be recovered on the handset being used by the Customer. The Customer has to install the Application and ensure that a onetime backup is performed. By default only the contacts and SMS will be backed up. In order to have the pictures and videos backed up, the Customer needs to select the setting to take back-up for pictures and videos.

- iii. OneAssist shall, to the best of its ability, ensure the confidentiality of the backed-up data of the Customer and maintain reasonable security practices and procedures as required under applicable law.
- iv. OneAssist shall act in accordance with the privacy policy (as amended from time to time) which is available for viewing/download, on OneAssist's website. The terms of such privacy policy shall be deemed to be incorporated herein by reference.
- v. The Customer hereby consents to OneAssist acting on its behalf and to do all such acts necessary in the performance of its obligations as set out herein vis-a-vis the software/application providers.

#### **E. SIM Blocking and Insurance**

- i. In the event that the Customer's Mobile Phone/SIM Card is lost/stolen, the Customer should immediately report the damage/theft to OneAssist/ telecom service provider. In the event that OneAssist requires the Customer to be on the call with the Telecom Service Provider to block the SIM Card, OneAssist will conference the Telecom Service Provider with the Customer to facilitate the blocking of the SIM Card.
- ii. The SIM insurance cover is provided under Personal Extended Protection Policy 1900084112 issued by Tata AIG General Insurance Co. Ltd. The insurance cover is valid for one year from the midnight of the following day of purchase of this Plan from One Assist.
- iii. SIM Card insurance cover of up to INR 3000/- towards fraudulent charges on a lost / stolen SIM Card up to 12 hours prior to the Customer first reporting the event to Customer's Telecom Service Provider, shall be made available. Upon the Customer making a claim for the unauthorized charges on the Customer's lost / stolen SIM Card, OneAssist shall send the Customer all necessary forms and documents required in order to make a claim with the Insurer. For the purposes of the above, unauthorized charges mean those charges which are incurred on the SIM card after the physical loss of the SIM card and without the knowledge or consent of the SIM card holder as per provisions, terms and conditions of Telecom Service Provider.
- iv. Key Exclusions:
  - The Insurer i.e., Tata AIG in this case, will not pay for any expenses or loss as a result of:
    - a. Charges made on the Customer's lost or stolen SIM card more than 12 hours prior to the Customer first reporting the event to the Telecom Service Provider;
    - b. Charges made on the Customer's SIM card if the Customer's SIM card has not been lost or stolen;
    - c. Charges incurred by a resident of the Customer's household, or by a person entrusted with the Customer's SIM card;
    - d. Any liability arising out of lost or stolen SIM card

except as provided above

v. CoverageConditions:

- a. The Customer must report the loss or theft of the SIM card to the Telecom Service Provider within 3 hours after discovering the loss or theft of the SIM card.
- b. The Customer must comply with all terms and conditions of the Telecom Service Provider by whom the SIM card is issued.

vi. General Exclusions:

Tata AIG will not cover the following:

- a. Losses that do not occur within the policy period;
- b. Losses that result from or related to business pursuits including your work or profession];
- c. Losses caused by illegal acts;
- d. Losses that you have intentionally caused;
- e. Losses that result from the direct actions of a relative, or actions that a relative knew of or planned.
- f. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
- g. Losses due to the order of any government, public authority, or customers' officials.
- h. Losses due to ionising radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.
- i. Losses due to the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- j. Losses due to nuclear weapons material
- k. Terrorism Exclusion Warranty

vii. OneAssist will facilitate the lodging of the claim and the reimbursement of the unauthorized charges on the Customer's lost / stolen SIM Card.

**F. Courtesy Handset**

- i. In the event that the Customer's Mobile Phone has been lost/stolen, the Customer must call OneAssist to report the damage/theft, and the Customer may request OneAssist to provide the Customer with an alternate handset for the interim use to the Customer, based on availability. The alternate handset would be provided for a period of no more than five business days on which the Customer may restore his contacts and other data.
- ii. OneAssist would check authenticity of the Customer's request and based on OneAssist's findings, OneAssist may or may not issue the courtesy handset to the Customer.

- iii. In the event that the Customer, for any reason whatsoever, fails to return the courtesy handset to an authorized OneAssist personnel in the same city as in which the courtesy handset was provided by OneAssist, then OneAssist shall immediately without prior intimation to the Customer block the courtesy handset and will suspend the Customer's contract with OneAssist.

- iv. Further, In the event that the Customer, for any reason whatsoever, fails to return the courtesy handset to an authorized OneAssist personnel in the same city as in which the courtesy handset was provided by OneAssist, then OneAssist will charge the Customer a penalty of INR 10,000. The courtesy handset service shall be available only in the cities as set out on the OneAssist website, which may be amended from time to time.

**G. DocuSafe**

- i. The Customer shall not store any data that is illegal, infringes copyright or any such document that is not proprietary to the Customer and/ or possession of which is in contravention of any applicable law.
- ii. The Customer shall preserve and secure the password and other privacy settings of the DocuSafe facility.
- iii. Upon the membership of the Customer being terminated, the Customer's data in the e-Locker would be purged after giving 30 days prior notice to the Customer to transfer or delete the data from the DocuSafe. Once the membership expires, the data in the e-locker will be deleted.
- iv. OneAssist shall, to the best of its ability, ensure the confidentiality of the data stored by the Customer in the DocuSafe and maintain reasonable security practices and procedures as required under applicable law.
- v. OneAssist shall act in accordance with the privacy policy (as amended from time to time) which is available for viewing/download, on OneAssist's website. The terms of such privacy policy shall be deemed to be incorporated herein by reference.
- vi. OneAssist shall make reasonable efforts to ensure that the DocuSafe feature is available for access at all times.
- H. Remote Fixing of Smartphone Problems (Call & Email) With the changing technology smartphones are not just phone but are being used for surfing WEB, watching movies, getting social with fiends to sharing | pics or playing multiplayer games all on the wireless network. Study says smartphone users are more likely to experience problems than owners of feature phones. Our remote solution will help the users to fix the smartphone feature related issues on a call or email as preferred by our customer. Some of the category of issues which would be fixed would be:
  - i. How to configure emails on your smartphone.
  - ii. How to manage performance settings on your

smart phone.

- iii. How to manage any settings related issue like display, language, fonts, ringtones, change volume etc.
- iv. How to manage smartphone better in terms of usage.

#### **I. Insurance Cover:**

**Type of Insurance cover will be basis the plan opted by the customer**

#### **Theft loss:**

Theft, Burglary and Fire subject to terms, conditions, definitions and exclusions as mentioned below and as mentioned in the Master Policy. Such loss is covered upto the Sum Insured based on the Plan purchased by the Customer.

#### **Theft loss / Accidental damage / Liquid damage:**

Theft, Burglary, Fire, Accidental damage and Liquid Damage subject to terms, conditions, definitions and exclusions as mentioned below and as mentioned in the Master Policy. Such loss is covered upto the Sum Insured based on the Plan purchased by the Customer.

#### **Coverage:**

In the event of partial loss, the device will be covered for the balance Sum Insured till the entire Sum Insured is exhausted. On utilization of the complete Sum Insured, the cover shall stop forthwith.

In the event of settlement of claim on total loss basis, the Insurance cover offered under this policy for that particular handset shall stop forthwith. If the slab opted was higher and the complete Sum Insured is not exhausted then the insured's next device will be covered for the balance sum insured provided declaration is given and necessary endorsement is passed effecting inclusion of new / old handset subject to invoice being provided for the second device.

#### **Depreciation:**

Depreciation shall be applicable on invoice value as per following scale:

Upto 6 months	: 20%
6 months to 1 year	: 30%
1 year to 2 year	: 40%
2 year to 3 year	: 60%

#### **Excess:**

Compulsory deductible is 5% of the claim value subject to minimum of Rs. 1000/- in case of each and every loss where the Purchase Invoice is available and produced at the time of claim. In case the beneficiary is unable to produce the purchase invoice at the time of claim, excess shall be 10% of the claim value subject to minimum of Rs. 2000/- in case of each and every loss of such gadget. However, excess for Partial Loss shall be 5% of the claim amount or Rs. 1000/- whichever is less.

#### **Salvage:**

The Insurer shall, upon settling the claim of admission of liability for the claim, be entitled:

- a) on the happening of loss or Damage to the gadget insured (in case of total loss / BER), to take and keep possession of the gadget damaged / recovered and to deal with the salvage in a reasonable manner; or
- b) Rs. 250 shall be deducted from the assessed claim amount.

#### **Mobile Security Application:**

It is mandatory for the Customer to install and activate on the Mobile Security application provided by OneAssist on the insured handset. If the Customer does not activate or deletes the application from the insured handset, OneAssist reserves the right to decline the handset Insurance claim from the Customer.

#### **EXCLUDED PERILS**

Theft loss:

The Insurer shall not be liable for:

1. Loss or damage to the Gadget due to mysterious circumstances / disappearance or unexplained reasons.
2. Loss of Gadget resulting from or caused by theft, or attempted theft from unlocked vehicles or rooms.
3. Loss of Gadget due to any accidental damage and / or damage due to either entry of liquid into the Gadget or Gadget being submerged in liquid
4. Fraud or criminal activity on the part of the Insured and the Subscriber.
5. Claim on gadget during the hire or loan of the insured gadget to a third party.
6. Loss resulting from detention or confiscation by customs or other Government or public authorities.
7. Any failure of the Gadget to operate as a result of problems with respect to the network infrastructure, Subscriber's network subscription or similar service issues.
8. Loss of or Damage to the Gadget that is registered in the name of a Corporate Entity, unless a nominee has been appointed by them as a Bonafide user.
9. Loss arising due to any unlawful act or illegal activities including criminal acts, or acts of war or the handset is used with permission of the Bonafide Subscriber having knowledge of such acts.
10. Consequential loss of any kind or description.
11. Liability to any party of any nature including but not limited to liability of Authorised Service centre to other parties.
12. Loss or damage caused by incorrect storage, poor maintenance, wilful negligence, incorrect installation, incorrect set-up, unless the authorised Service Centre representative would confirm otherwise with due substantiation.
13. Loss or damage as a result of attack by unauthorised software/virus, software faults and manufacturing defect owing to which a gadget fails to operate.
14. Loss or damage that is covered by a supplier, dealer or factory warranty.

15. Any loss if the ownership of the gadget is transferred.
  16. Any consequence arising from War, War like operations (whether War declared or not) , Act of Foreign Enemy, Hostilities, Civil War, Rebellion, Insurrection, Civil Commotion, Military usurped power, Seizure, Capture, Confiscation, Arrest. Restraints and or Detainment by order of any Government or any other Authority.
  17. Any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radioactive or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.
  18. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials, Wear and tear, moth, vermin or gradual deterioration, inherent defect or from any process of cleaning or repairing or renovating or maintenance.
  19. Any type of self-repair or attempted self-repair.
  20. Mechanical or Electrical Breakdown or electronic derangement or malfunction unless caused by an external accidental means or liquid.
  21. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
  22. Intentional overloading of the instrument. Loss or damage due to any experiments or tests and/or alterations resulting into any abnormal conditions.
  23. Cost of Replacement of Battery unless caused by an accidental or liquid damage to the Gadget.
  24. Any damage or loss occasioned from any water borne craft, unless such damage is caused by the accidental ingress of liquid/water, and if the Subscriber has taken reasonable care to protect the Gadget from damage.
  25. Any manufacturing defect which is covered under Manufacturer's warranty Product defects whether latent / inherent or not.
  26. Any loss of or damage to the SIM card / memory card unless caused by an insured peril.
  27. Loss or damage to accessories unless they are attached to the Gadget.
  28. Internal leakage of the battery, unless caused by an insured peril. Theft or Damage occurred while the Gadget is situated outside India providing the subscriber is a Non Resident India.
  29. Any instance where you are not a resident of India at the time that the Theft or Damage occurred.
  30. Any type of SIM / airtime misuse or consequential loss thereof.
  31. Any loss the named Subscribers may suffer or cost to the Subscriber for:
    - Damage to or Theft of, or costs or charges, when repairing or replacing aerials or battery chargers where these items are the only part of the gadget that have been Damaged or stolen;
    - any Damage or Theft caused by any deliberate act or negligence by the Insured Member(s), their employees or any person using the gadget with their permission;
    - costs or charges when replacing car kits or car Devices and other accessories which can no longer be used with the gadget;
    - costs involved in returning the gadget for repair, or collecting the gadget once it has been repaired;
    - costs caused by the gadget being routinely serviced, inspected, adjusted or cleaned;
  32. Any loss related to indemnification for the Value added services
  33. The Insurer shall not be liable for any loss or damage claim due to the inability of the Subscriber and insured to submit either of the claim processing and claim payment documents required by the Insurer for processing the Claim
  34. The policy shall not be liable for any claim if information has intentionally been withheld or incorrect information or misrepresentations have been intentionally given that are of significance to the assessment of the claim
- Accidental damage / Liquid damage:**  
The Insurer shall not be liable for:
1. Loss or damage to the Gadget due to mysterious circumstances / disappearance or unexplained reasons.
  2. Loss of Gadget resulting from or caused by theft, or attempted theft from unlocked vehicles or rooms.
  3. Fraud or criminal activity on the part of the Insured and the Subscriber.
  4. Claim on gadget during the hire or loan of the insured gadget to a third party.
  5. Loss resulting from detention or confiscation by customs or other Government or public authorities.
  6. Any failure of the Gadget to operate as a result of problems with respect to the network infrastructure, Subscriber's network subscription or similar service issues.
  7. Loss of or Damage to the Gadget that is registered in the name of a Corporate Entity, unless a nominee has been appointed by them as a Bonafide user.
  8. Loss arising due to any unlawful act or illegal activities including criminal acts, or acts of war or the handset is used with permission of the Bonafide Subscriber having knowledge of such acts.
  9. Consequential loss of any kind or description.
  10. Liability to any party of any nature including but not limited to liability of Authorised Service centre to other parties.
  11. Loss or damage caused by incorrect storage, poor maintenance, wilful negligence, incorrect installation, incorrect set-up, unless the authorised Service Centre representative would confirm otherwise with due substantiation.
  12. Loss or damage as a result of attack by unauthorised software/virus, software faults and manufacturing defect owing to which a gadget fails to operate.
  13. Loss or damage that is covered by a supplier, dealer or factory warranty.
  14. Any loss if the ownership of the gadget is transferred.

15. Any consequence arising from War, War like operations (whether War declared or not) , Act of Foreign Enemy, Hostilities, Civil War, Rebellion, Insurrection, Civil Commotion, Military usurped power, Seizure, Capture, Confiscation, Arrest. Restraints and or Detainment by order of any Government or any other Authority.
  16. Any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radioactive or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.
  17. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials, Wear and tear, moth, vermin or gradual deterioration, inherent defect or from any process of cleaning or repairing or renovating or maintenance.
  18. Any type of self-repair or attempted self-repair.
  19. Mechanical or Electrical Breakdown or electronic derangement or malfunction unless caused by an external accidental means or liquid.
  20. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
  21. Intentional overloading of the instrument. Loss or damage due to any experiments or tests and/or alterations resulting into any abnormal conditions.
  22. Cost of Replacement of Battery unless caused by an accidental or liquid damage to the Gadget.
  23. Any damage or loss occasioned from any water borne craft, unless such damage is caused by the accidental ingress of liquid/water, and if the Subscriber has taken reasonable care to protect the Gadget from damage.
  24. Any manufacturing defect which is covered under Manufacturer's warranty Product defects whether latent / inherent or not.
  25. Any loss of or damage to the SIM card / memory card unless caused by an insured peril.
  26. Loss or damage to accessories unless they are attached to the Gadget.
  27. Internal leakage of the battery, unless caused by an insured peril. Theft or Damage occurred while the Gadget is situated outside India providing the subscriber is a Non Resident Indian.
  28. Any instance where you are not a resident of India at the time that the Theft or Damage occurred.
  29. Any type of SIM / airtime misuse or consequential loss thereof.
  30. Any loss the named Subscribers may suffer or cost to the Subscriber for:
    - Damage to or Theft of, or costs or charges, when repairing or replacing aeriels or battery chargers where these items are the only part of the gadget that have been Damaged or stolen;
    - any Damage or Theft caused by any deliberate act or negligence by the Insured Member(s), their employees or any person using the gadget with their permission;
    - costs or charges when replacing car kits or car Devices and other accessories which can no longer be used with the gadget;
    - costs involved in returning the gadget for repair, or collecting the gadget once it has been repaired;
    - costs caused by the gadget being routinely serviced, inspected, adjusted or cleaned;
  31. Any loss related to indemnification for the Value added services
  32. The Insurer shall not be liable for any loss or damage claim due to the inability of the Subscriber and insured to submit either of the claim processing and claim payment documents required by the Insurer for processing the Claim
  33. The policy shall not be liable for any claim if information has intentionally been withheld or incorrect information or misrepresentations have been intentionally given that are of significance to the assessment of the claim
- Insurance Claims process:**
- A. Theft loss: This refers to loss of customer's mobile handset due to theft / burglary
- List of claim documents:**
1. Claim form
  2. Letter of subrogation
  3. FIR / Police complaint
  4. Invoice copy
  5. Non Traceable certificate (on a case to case basis)
- Process flow:**
- a. In case of loss of handset due to theft / burglary, Customer is required to call OneAssist call center on toll free no. 18004073333333 within 48 hours of discovering the theft
  - b. OneAssist team registers the service request and sends copies of claim form and related documentation to the customer over email
  - c. Customer is required to submit the original documents (as listed above) to OneAssist within 7 days of registering the claim
  - d. OneAssist will co-ordinate with the Insurance Company for settlement of the claim and the decision of the Insurance Company will be communicated to the customer
  - e. Claim amount will be paid to the customer
  - B. Accidental / Liquid damage: This refers to loss to customer's mobile handset due to accidental / liquid damage
- Scenario 1- Doorstep service:**  
 Service Description: In this scenario, OneAssist will arrange for pick-up of the damaged handset from the customer and also deliver the repaired handset to the customer.
- City name:** This service is limited to the following cities:
- Mumbai, Thane, Kalyan-Dombivili, Navi Mumbai,

Bangalore, Hyderabad, Secunrabad, Chennai, Delhi, Gurgaon, Noida, Ghaziabad and Faridabad

#### **Pre-requisite for claim processing:**

1. Claim form
2. Images of damaged handset with clear image of IMEI no.
3. Discharge voucher
4. Payment for deductibles / excess
5. Payment of differential between estimate amount and claim approval amount

#### **Process flow:**

- a. In case of accidental and liquid damage to the handset, Customer is required to call OneAssist call center on toll free no. 1800407333333 within 48 hours of discovering the damage
- b. OneAssist team registers the service request and sends copies of claim form and related documentation to the customer over email
- c. Customer is required to submit scanned copy of claim form duly filled up and signed by the customer along with 4 images of the broken/ damaged device with clear image showing the handset IMEI details within 48 hours of registering the claim
- d. OneAssist will verify the documents received from the customer over email and if the same are in order will trigger request to its Service Partner for collecting the handset from the Customer, otherwise, OneAssist will inform customer about deficiencies in the documentation which will have to be rectified by the customer
- e. Service Partner will fix an appointment with the customer for collecting the damaged handset, original claim documents including discharge voucher (refer list above) and the amount of deductible as applicable within 48 hours of submitting scanned images to OneAssist. It is important to note that only on receipt of all complete original documents including amount payable by the Customer, claim process will be taken forward
- f. Service Partner will submit the handset at the service center for repairs; get an estimate for repairs along with the tentative timelines for repairs with 48 hours of submitting handset to the service center
- g. On receipt of approval from the Insurance Company, OneAssist will communicate the amount of approval to the customer:
  - i. If the amount of approval is lower than the estimate amount, OneAssist will take an approval from the customer on a recorded line. If the customer accepts to pay the differential amount (ie Estimate amount less Claim approval amount) then OneAssist will instruct its Service Partner to collect the amount from the customer alongwithany pending documents. On confirmation of receipt of money to the Service Partner's account, OneAssist will instruct the repair center to repair the damaged handset of the customer
  - ii. If the customer does not agree to pay the differential amount, then OneAssist will handover the handset to

the customer without repairing the same.

- h. If the repair estimate is more than Rs. 20,000/-, then Insurance Company will arrange for a Surveyor visit. OneAssist will co-ordinate with the Insurance Company and the Customer for such visit. Basis the Surveyor report, OneAssist will co-ordinate with the Insurance Company for the approval of the repair estimate and inform the customer on the status of | the repair claim
  - i. On confirmation of repair of the handset by the service center, OneAssist will instruct its Service Partner to collect the same from the repair center and deliver it to the customer with an acknowledgement from the customer

#### **Scenario 2 – Mail in Process:**

Service Description: In this scenario, OneAssist will arrange for courier pick up of the damaged handset from the customer premise, arrange for the repair and delivery of repaired handset back to the customer location.

**Locations covered:** Other than locations covered under Doorstep service

#### **Pre-requisite for claim processing:**

1. Claim form
2. Images of damaged handset with clear image of IMEI no.
3. Discharge voucher
4. Payment for deductibles / excess
5. Payment of differential between estimate amount and claim approval amount

#### **Process flow:**

- a. In case of accidental and liquid damage to the handset, Customer is required to call OneAssist call center on toll free no. 1800407333333 within 48 hours of discovering the damage
- b. OneAssist team registers the service request and sends copies of claim form and related documentation to the customer over email
- c. Customer is required to submit scanned copy of claim form duly filled up and signed by the customer along with 4 images of the broken/ damaged device with clear image showing the handset IMEI details within 48 hours of registering the claim
- d. OneAssist will verify the documents received from the Customer and if the same are in order will trigger request to its Service Partner for arranging a pre-addressed and pre-paid pick-up box to be sent to the customer, otherwise, OneAssist will intimate customer about deficiencies in the documentation which will have to be rectified by the customer
- e. Service Partner will fix an appointment with the customer for delivering the pick-up box; customer will pack the damaged handset in the box and handover the box, the original claim documents including discharge voucher (refer list above) and the amount of deductible as applicable to the courier agency, within 48 hours of submitting scanned images to OneAssist. It is important to note that only on

- receipt of all complete original documents including amount payable by the Customer, claim process will be taken forward
- f. Service Partner will submit the handset at the service center for repairs; get an estimate for repairs along with the tentative timelines for repairs with 48 hours of submitting handset to the service center
  - g. On receipt of approval from the Insurance Company, OneAssist will communicate the amount of approval to the customer:
  - i. If the amount of approval is lower than the estimate amount, OneAssist will take an approval from the customer on a recorded line. If the customer accepts to pay the differential amount (ie Estimate amount less Claim approval amount) then OneAssist will instruct its Service Partner to collect the amount from the customer alongwith any pending documents. On confirmation of receipt of money to the Service Partner's account, OneAssist will instruct the repair centre to repair the damaged handset of the customer
  - ii. If the customer does not agree to pay the differential amount, then OneAssist will handover the handset to the customer without repairing the same
  - h. If the repair estimate is more than Rs. 20,000/-, then Insurance Company will arrange for a Surveyor visit. OneAssist will co-ordinate with the Insurance Company and the Customer for such visit. Basis the Surveyor report, OneAssist will co-ordinate with the Insurance Company for the approval of the repair estimate and inform the customer on the status of the repair claim
  - i. On confirmation of repair of the handset, OneAssist will instruct its Service Partner to collect the same from the repair center and deliver it to the customer with an acknowledgement from the customer

#### **NOTICE OF CLAIM:**

##### **The Customer must do the following:-**

1. Inform OneAssist within 48 hours of discovering the loss or damage
2. Beneficiary to submit all documents with 15 working days from date of notification of the incident to OneAssist
3. OneAssist to register claims with Insurer within two working days of receipt of all documents from beneficiary
4. Submit claim form with the relevant documents as noted in the claim form at the earliest
5. Retain the Gadget if BER (Beyond Economic Repairs) and surrender to the Insurer through OneAssist
6. Cooperate with the investigator if appointed
7. The Customer shall produce for the Insurer's examination all pertinent documents at such reasonable times and shall co-operate with the Insurer in all matters pertaining to any Claims. Failure to comply with this condition may prejudice the

- Claim. Filing a false or a fraudulent Claim will invalidate the Claim and result in the Insurer rejecting the Claim and any other action deemed fit
8. The Customer shall forward to the Insurer original receipts of purchase, if available, acknowledgement from the police or any other proof whether written or otherwise to support the Claim within thirty (30) days from the date of notification of a Claim as stated in above clause
9. In the case of a damaged mobile gadget, the customer is required to handover the damaged mobile gadget to OneAssist before any replacement can be made. Failure to furnish such proof within the time required shall not invalidate nor reduce any Claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the Date of incident
10. All documents, affidavit information and evidence must be provided at the named Customer expense in the form and nature required

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall not be upon the Insured. The Insured/Customer shall however be required to provide reasonable proof to show that the loss of or damage to the insured item was caused by a peril insured against under this Policy.

#### **NOTICES:**

All notices required to be given by the Customer to OneAssist must be in writing, addressed to OneAssist and no alteration in the terms of the Policy or any endorsement thereon will be held valid unless the same is signed or initialled by an authorized representative of the Insurer.

#### **DUTY OF THE CUSTOMER:**

The Customer shall take all reasonable precautions for the safety and protection of the insured Gadget at all times as if the Gadget was uninsured.

#### **DISPUTES & JURISDICTION:**

Any disputes or differences under this policy shall be subject to the exclusive jurisdiction of Courts in Mumbai, India.

**INTEREST:** No sums payable under this policy shall carry interest other than that is permitted by the IRDA Policy Holders Protection Regulations. .

#### **OBSERVANCE OF TERMS & CONDITIONS:**

The due observance and fulfilment of the terms and conditions and endorsements of this policy in so far as they are relating to anything to be done or complied with by the insured shall be condition precedent to any liability of the insurer to make any payment of the policy only.