

STANDARD TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 “**Plan Fee**” shall mean the fees charged by OneAssist (exclusive of group insurance costs) 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.
- 1.2 “**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).
- 1.3 “**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.
- 1.4 “**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. The insurance component is provided Complementary to customers along with OneAssist Services.
- 1.5 “**Device**” and/or “**Gadget**” and/or “**Product**” shall mean smartwatches manufactured or legally imported in India by manufacturer or its associate which may be purchased by a retail customer for personal use supported by a valid proof of purchase.
- 1.6 “**Sum Insured**” means the purchase value of the product as mentioned in the purchase invoice
- 1.7 “**Accidental Damage**” mean damage to the Insured Product due to unintentional drop or collision of the Insured Product or any object falling on the Insured Product or due to accidental external means.
- 1.8 “**Liquid Damage**” means sudden and accidental spillage/entry of any form of liquid in/on the insured device
- 1.9 “**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.
- 1.10 “**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.
- 1.11 “**Plan(s)**” shall mean the 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.
- 1.12 “**Service Partner**” means any third-party service provider affiliated with OneAssist.

1.13 “**SMS**” shall mean short message service.

1.14 “**BER**” or “**Total Loss**” is the cost of repair equal to or more than 80% of Sum Insured or Invoice Value whichever is lower

1.15 “**Partial Loss**” is the cost of repair which is less than 80% of sum insured or invoice value whichever is lesser

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 be 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 Total 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.
- 3.8 The Customer hereby consents to receiving period SMS / email communication from OneAssist of information pertaining to its product features / services.

4 TOTAL FEES/CHARGES

- 4.1 OneAssist shall charge the Total Fee from the Customer for availing of the Plan(s) from time to time. The Total Fee shall be payable in advance and the Customer may make a one-time payment of the Total Fee for the applicable period or authorize OneAssist with appropriate debit instructions to deduct the Total 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 Total 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.

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 legal resident of India, and (ii) the Total 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 Total Fee (all inclusive) on the date it is due.
- 6.2 OneAssist will cancel the Plan 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
- 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 not refund the Plan Fee. However, if the Customer has lodged a claim or availed of any benefit under any of the Plan Terms at any time during the Free Look-In Period, no refund will be available.

Period	Refund Percentage
0-10 Days	100%
Above 10 Days	No Refund

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 legal 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) which is provided complementary to the customer on a group insurance basis and that the Customer has availed of the Plan(s) in accordance with this understanding. The Customer has also understood the chargeability of the Total Fee for the Plan(s) availed of (and the add on group insurance benefit, as applicable) and the basis of such charges and confirms that he/she has understood and agreed that the Insurance Fee payable for the add-on group insurance feature is identified separately and no fees or commission is being charged thereon in the Insurance Fee.
- 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:
- a) belongs to another person and to which the user does not have any right to or which is confidential;
 - b) is an impersonation of another person, grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, 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;
 - c) harm minors in any way;
 - d) infringes any patent, trademark, copyright or other proprietary rights;
 - e) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - f) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or

- g) 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 Total 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.
- 10.3 This plan shall cover a maximum of 2 repairs up to sum insured in case of partial loss. In case the device is not repaired and is replaced the policy for that device will stop forthwith for the term. The maximum liability of with respect to 2 repairs and/or 1 replacement claims shall not exceed the purchase price of the specified product or the limit as per the plan taken whichever is lesser at the time of purchase minus claims paid earlier in respect of that particular product for the plan tenure/period

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:
- a) any wrongful act or omission of the Customer in relation to the usage of the Plan(s);
 - b) any willful misconduct, gross negligence or fraud by the Customer;
 - c) any failure of the Customer to comply with the applicable law;
 - d) any breach of the representations, warranties, obligations and covenants of the Customer or a default of the Customer's obligations; and
 - e) 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 along with 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.

OneAssist Protection Plan for Smart watches (SERVICE DESCRIPTION AND TERMS & CONDITIONS)

Note: The terms contain herein are specific terms and conditions applicable to the specific product i.e. OneAssist Protection plans for smart watches, and are in addition to and not in derogation of the general terms and conditions.

Following are the plans offered under OneAssist Protection Plan for smart watches:

A. OneAssist Protection Plan for Smart Watches

- 24X7 Call Center Assistance
- Dedicated Claim Desk
- Device Accidental/Liquid Damage Protection
- Device Theft Protection*
- Device pick up and Drop Service
- Cashless Repair service (Excess Applicable)
- Repair via Authorized Service Center
- DocuSafe – Online Locker (up to 1 GB)

*Available only in selected plans. Please check your plan details and features received through welcome email after activation for applicability.

1. Plan Features

A. 24X7 Call center Assistance

- i. Customer can call OneAssist customer care number 1800 123 330 for any kind of assistance, OneAssist customer care operate 24X7 and throughout the year
- ii. In the event of damage or theft of the smartwatches, the Customer has to call the OneAssist number to report the damage/theft of the device.
- iii. OneAssist will guide the customer with claim process and will assist in filling in device claim

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. Accidental and Liquid Damage Protection Cover:

OneAssist as a Group Manager on behalf of its customers has arranged an Insurance cover with one of the leading insurance company. The Policy shall be valid for a period of 12 months as per the plans selected from your membership date subject to the terms mentioned below. OneAssist is only the holder of the policy and you shall be the beneficiary in the event of a claim. It may be noted that OneAssist shall only facilitate the registering and processing of the claim with the Insurance Company.

Claim settlement shall be at the sole discretion of the insurance company.

INSURED EQUIPMENT:

Smart watch or device which is declared for Insurance and insured with the Insurance Company for a period of 1 year from the date of OneAssist membership.

Device up to maximum of 15 days old from date of device purchase, with a valid proof of purchase, will be covered under this plan

SPECIAL CONDITION –

Device bought in India through legal channel with Valid Invoice will be applicable under this program

Theft loss:

Theft, Burglary subject to terms, conditions, definitions and exclusions as mentioned below and as mentioned in the Master Policy. Liability would be restricted to the “Cost of the Device” or “Market value” or the “limit as per the Plan” selected by the customer whichever is lower.

Theft loss / Accidental damage / Liquid damage:

Theft, Burglary, Fire & Allied Perils, RSMD, Accidental damage and Liquid Damage subject to terms, conditions, definitions and exclusions as mentioned below and as mentioned in the Master Policy. Liability would be restricted to the “Cost of the Device” or Market value or the “limit as per the Plan” selected by the customer whichever is lower.

Accidental damage / Liquid damage

Accidental damage, Liquid Damage subject to terms, conditions, definitions and exclusions as mentioned below and as mentioned in the Master Policy. Liability would be restricted to the “Cost of the Device” or “Market value” or the “Limit” as per the Plan selected by the customer whichever is lower.

Coverage:

In the event of settlement of claim on **total loss** basis, the Insurance cover offered under this policy for that particular device shall stop forthwith. If the damaged device cannot be repaired and is replaced as per the device manufacturer service policy, the policy for that particular device will stop forthwith

Liability for any one repair shall in no event exceed the market value of the Device at the time of repair.

Transfer of Policy

Policy is not transferable however in case of change of device or its Serial number during the OneAssist membership tenure in the following scenario:

1. Purchase of new device by the customer
2. Repair of device by the manufacturer under manufacturer’s warranty Policy (Excluding Extended Warranty Program) leading to change in Device Serial number
3. Replacement of device by manufacturer when under manufacturer’s warranty

during the policy tenure cover shall be extended to the new/repaired or replaced device for the remaining tenure provided no claim on current registered device. Customer shall be responsible for notifying the same to OneAssist within 2 days of such change with new Serial number. Cover for Old device will be terminated. All other terms applicable as per the Policy shall continue on the new Device for the remaining period of tenure. Transfer of cover to the new device will not be affected in case of failure to notify such change of Serial Number by the customer to OneAssist within 2 days.

Insured and Beneficiary:

means the buyer of the Policy holder’s product, who has opted for the insurance Cover under this Policy and has got the same activated, as per the terms and conditions of this Policy, with the policy holder and the details of which are intimated to Insurer under the Declaration. It is agreed that the Device can be used by Subscriber or his/her parents / spouse & legitimate children. Where the subscriber is a corporate entity, beneficiary shall mean any representative / employee of the entity authorized to use the Device. It is also agreed that the Insured Gadget can be used by the Beneficiary and/or where such subscriber is a corporate entity, Beneficiary shall mean any representative/employee of the subscriber who is authorized by the subscriber to use the Insured Gadget.

Sum insured: Cost of device as mentioned on the Purchase Invoice

Geographic limit – India

Devices purchased abroad stand excluded

Basis of loss settlement:

Loss or damage to insured property shall be settled at market value or Sum Insured or Invoice Value whichever is lower, after charging the depreciation as per the depreciation chart below and in no case will be more than the Sum insured.

For replacement cases, the basis of settlement will be the replacement value subject to excess as per total loss cases, the policy will stop forthwith for that device

Device Purchase Invoice is mandatory for any kind of loss settlement.

**Depreciation Chart: Applicable only for Theft / Total loss cases
[To any instrument / component]**

Age of the Insured Gadget	Depreciation %
Up to 3 months	: 15%
3 months to 6 months	: 25%
6 months to 12 months	: 35%

Excess:

Excess charges will be applicable as per the below mention grid on Claim value when invoice is present:

Repair Value or Claim Value	Applicable Excess charges
All claims	10% of claim amount

Salvage:

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

BER: Beyond Economic Repairs or Total Loss

BER or Total is the cost of repair equal to or more than 80% of Sum Insured or Invoice Value whichever is lower.

Mandatory information for activating OneAssist Membership:

It is mandatory for the Customer to provide the following information to OneAssist for the purpose of activating Insurance cover:

- a) Name of the customer as per Government of India issued ID proof

- b) Contact number
- c) Email ID
- d) Serial no. of the device
- e) Make and model of the Device
- f) Invoice value
- g) Invoice date
- h) Device Images
- i) Device Invoice

Whereas OneAssist will make all efforts to collect the above information from the Customer, it is the responsibility of the Customer to ensure that all the said information is made available to OneAssist. OneAssist will be able to activate its membership followed by activating Insurance cover which is provided complementary along with OneAssist services on the said device only after receiving the above-mentioned information. In case of non-receipt of the above-mentioned information, any claim on the said device may be declined by the Insurance Company at its discretion. **OneAssist may at its discretion require photo images of the device to be submitted by the customer at the time of creation of OneAssist membership and may cancel the membership and reject the claim in absence of required photo Images.**

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 Customer.
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, Customer'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 device is used with permission of the Bonafide Customer having knowledge of such acts.
10. Consequential loss of any kind or description.
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.

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 Customer has taken reasonable care to protect the Gadget from damage.

26. Any loss of or damage to memory card unless caused by an insured peril.

27. Loss or damage to accessories.

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 Customer is a Non Resident Indian.

29. Any instance where you are not a resident of India at the time that the Theft or Damage occurred.

31. Any loss the named Customers may suffer or cost to the Customer 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 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;

33. The Insurer shall not be liable for any loss or damage claim due to the inability of the Customer 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

36. Scratching, denting. Cracking is excluded unless cause by accidental external means

37. Loss or damage due to theft or attempted theft by any employees of the insured or loss or damage occasioned through the wilful act of the insured or any employee or the wilful act of any other person with a connivance of the insured or any employee.

38. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance

39. Loss or damage to the property insured directly caused by:

- (i) An act of terrorism committed by a person or persons acting on behalf of or in connection with any organization
- (ii) The action of any lawfully constituted authority in suppressing or attempting to suppress any such act referred to in (i) above or in minimizing the consequence thereof.

41. Mysterious disappearances: If any claim under this plan shall be reported due to mysterious disappearance of the device in any respect will be excluded

42. Fraud: If any claim under this plan shall be in any respect fraudulent or if any fraudulent means or devices are used by the customer or any one acting on the customer's behalf to obtain any benefits under this plan, all benefits and rights under this plan shall be forfeited

43. Ignorance/Gross Negligence: If any claim under this plan shall be reported due to ignorance of owner of the insured product or any other person under whose possession the insured product is, such claim is not admissible under this plan

44. Willful act: Willful act caused by the deliberate action of the end customer or any person acting with the insured's/end customer's knowledge or consent leading to a claim, shall not be admissible under this plan

45. Damage to product belt and battery will be excluded

46. Loss, for example lost, pick-pocketing, mysterious disappearances, forgotten or misplaced equipment and simple theft where forceful, violent act has not occurred or evidenced

47. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovating or deteriorating arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating clause

48. Criminal breach of trust

49. Normal wear and tear is excluded

50. Shortage discovered at the time of stocktaking or inventory check

51. Any loss or damage forming part of either manufacturer's warranty or any other warranty is excluded

52. Service of unit on which manufacturer's label or logo or serial number have been defaced or removed is not covered

53. Any damage caused due to unauthorized repair or improper repair or installation or not abiding by the manufacturer's instructions is excluded

54. Breakage, cracking or scratching of glass and similar articles of fragile nature, unless caused by accident

55. Loss or damage due or contributed by the insured/end customer having caused or suffering anything to be done whereby the risk against were unnecessary increased

56. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidents means

57. Damage to the product where the ownership of the product is transferred

58. Any damage, theft or other loss that occurs whilst engaged in performing criminal acts, or acts of war (including terrorism) or equipment is used with customer's permission or knowledge of such acts

59. Any consequential costs whatsoever or any costs incurred by customer in making a claim under this plan, including postage, transit costs and reconnection costs
60. Any damage to the insured product while engaging in dangerous/adventurous sports/activity

In any action suit or other proceeding where the company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured

Fire /Accidental damage / Liquid damage

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 Customer.
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, Customer'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 device is used with permission of the Bonafide Customer having knowledge of such acts.
9. Consequential loss of any kind or description.
10. Loss or damage caused by incorrect storage, poor maintenance, wilful negligence, incorrect installation, incorrect set-up, Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and / or the agents of the makers/manufacturers or use of such property contrary to the directives of the makers/manufacturers and/or these agents unless the authorised Service Centre representative would confirm otherwise with due substantiation.
11. 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.
12. Loss or damage that is covered by a supplier, dealer or factory warranty.
13. Any loss if the ownership of the gadget is transferred unless otherwise provisioned for in the policy.
14. 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.
15. Any liability of 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.
16. 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.
17. Any type of self-repair or attempted self-repair.
18. Mechanical or Electrical Breakdown or electronic derangement or malfunction unless caused by an external accidental means or liquid damage.
19. Intentional overloading of the instrument. Loss or damage due to any experiments or tests and/or alterations resulting into any abnormal conditions.
20. Cost of Replacement of Battery unless caused by an accidental or liquid damage to the Gadget.
21. 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 Customer has taken reasonable care to protect the Gadget from damage.
22. Any loss of or damage to memory card unless caused by an insured peril.
23. Loss or damage to accessories unless they are attached to the Gadget.
24. Internal leakage of the battery, unless caused by an insured peril. Theft or Damage occurred while the Gadget is situated outside India providing the Customer is a Non-Resident Indian.
25. Any instance where you are not a resident of India at the time that the Theft or Damage occurred.
26. Any loss the insured may suffer or incur any cost due to:
 - 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;
27. The Insurer shall not be liable for any loss or damage claim due to the inability of the Customer and insured to submit either of the claim processing and claim payment documents required by the Insurer for processing the Claim
28. 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
29. Scratching, denting. Cracking is excluded unless caused by accidental external means

30. Loss or damage due to theft or attempted
31. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance
32. Mysterious disappearances: If any claim under this plan shall be reported due to mysterious disappearance of the device in any respect will be excluded
33. Fraud: If any claim under this plan shall be in any respect fraudulent or if any fraudulent means or devices are used by the customer or any one acting on the customer's behalf to obtain any benefits under this plan, all benefits and rights under this plan shall be forfeited
34. Ignorance/Gross Negligence: If any claim under this plan shall be reported due to ignorance of owner of the insured product or any other person under whose possession the insured product is, such claim is not admissible under this plan
35. Willful act: Willful act caused by the deliberate action of the end customer or any person acting with the insured's/end customer's knowledge or consent leading to a claim, shall not be admissible under this plan
36. Damage to product belt and battery will be excluded
37. Loss, for example lost, pick-pocketing, mysterious disappearances, forgotten or misplaced equipment and simple theft where forceful, violent act has not occurred or evidenced
38. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovating or deteriorating arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating clause
39. Criminal breach of trust
40. Normal wear and tear is excluded
41. Shortage discovered at the time of stocktaking or inventory check
42. Any loss or damage forming part of either manufacturer's warranty or any other warranty is excluded
43. Service of unit on which manufacturer's label or logo or serial number have been defaced or removed is not covered
44. Any damage caused due to unauthorized repair or improper repair or installation or not abiding by the manufacturer's instructions is excluded
45. Breakage, cracking or scratching of glass and similar articles of fragile nature, unless caused by accident
46. Loss or damage due or contributed by the insured/end customer having caused or suffering anything to be done whereby the risk against were unnecessary increased
47. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidents means
48. Damage to the product where the ownership of the product is transferred
49. Any damage, theft or other loss that occurs whilst engaged in performing criminal acts, or acts of war (including terrorism) or equipment is used with customer's permission or knowledge of such acts
50. Any consequential costs whatsoever or any costs incurred by customer in making a claim under this plan, including postage, transit costs and reconnection costs
51. Any damage to the insured product while engaging in dangerous/adventurous sports/activity

In any action suit or other proceeding where the company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

Insurance Claims process:

Documents required for all claims process:

- 3 photographs of the device, one showing the front, one showing the back and one showing the serial number (in case of damage claim)
- Copy of purchase invoice
- Govt. of India issued ID Proof
- Details of loss
- Claim form filled and signed by the customer
- FIR or police intimation copy (in case of theft claim) with the nearest police station immediately (NOT LATER THAN 24 HOURS) and Obtain a certified copy of complaint registered mentioning the serial number and complete narration of the incident.
- Discharge voucher
- Satisfaction note
- Documents to be given within 7 days of intimating claims to OneAssist

Pre-requisite for claim processing:

- Payment for deductible/excess
- Payment of differential between estimate amount and claim approval amount

A. Theft/ Burglary claims: This refers to loss of customer's device due to theft / burglary

Process flow:

- a. In case of loss of device due to theft / burglary / fire, Customer is required to call OneAssist call center on toll free no. **18001233330** within 48 hours of discovering the theft
- b. Customer can also login to www.oneassist.in to file the claim using their userID and Password provided at the time of membership activation.
- c. Customer is required to upload the scan copy original documents (as listed above) in OneAssist Portal within 7 days of registering the claim for onward submission to Insurance Company.
- 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 or replacement device will be given to the customer

B. Accidental / Liquid damage: This refers to loss to customer's Device due to accidental / liquid damage

Process flow:

- a. In case of accidental and liquid damage to the device, Customer is required to call OneAssist call center on toll free no. **18001233330** or login to www.oneassist.in 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. Customer can also fill the form online at www.oneassist.in
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 device serial details within 48 hours of registering the claim
- c. OneAssist will verify the documents received from the customer and if the same are in order will trigger request to its Service Partner for collecting the device from the Customer, otherwise, OneAssist will inform customer about deficiencies in the documentation which will have to be rectified by the customer.
- d. Customer should provide all required documents to OneAssist within 48 Hrs. of filling the claim. OneAssist reserve the right to close such claims where the required documents are not received despite of regular follow-up and reminders, within 7 days of registering the claim.
- e. Service Partner will fix an appointment with the customer for collecting the damaged device, 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.

Device Pickup and Drop Service

Different Pickup Scenarios: The Pickup and Delivery of Customer's device will happen as per the given below Scenarios.

Scenario 1- Doorstep service:

Service Description: In this scenario, OneAssist will arrange for pick-up of the damaged device from the customer and also deliver the repaired device to the customer.

City name: The city list of Doorstep service can be downloaded from www.oneassist.in
The city list will be updated from time to time.

Scenario 2 – Mail in Process:

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

Locations covered: Other than locations covered under Doorstep service

Scenario 3- Out of service Location

In this scenario where the device can't be picked up through doorstep or courier pick up, due to lack of such courier services by logistics and courier partners in these locations, Customer will be required to courier the damaged device along with the completed documents to nearest OneAssist hub, as guided by OneAssist. OneAssist will reimburse such cost of dispatch incurred by customer up on submission of the actual bill. In these locations, even customer can go ahead and repair the device on their own with due approval on the insurance claim on the repair estimate from OneAssist. In such repairs, customer will have to submit the repair invoice to claim the reimbursement, subject to prior approval for the repair is obtained and all required documents are in order.

- f. Service Partner will submit the device at the service center for repairs; get an estimate for repairs along with the tentative timelines for repairs with 48 hours of submitting device 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 (i.e. Estimate amount less Claim approval amount) then OneAssist will instruct its Service Partner to collect the amount from the customer along-with pending documents. On confirmation of receipt of money to the Service Partner's account, OneAssist will instruct the repair center to repair the damaged device of the customer
 - ii. If the customer does not agree to pay the differential amount, then OneAssist will hand over the device 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
- a. On confirmation of repair of the device 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 the delivery of repair device will also happen as per the Pickup scenario mentioned above.

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 7 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. Beneficiary to submit the Gadget, if BER (Beyond Economic Repairs) to the Insurer through OneAssist. The same is optional though and subject to Salvage as mentioned in the Policy.
6. Cooperate with the Surveyor / Investigator if appointed.
7. In the event of Theft or Burglary, Beneficiary to report the incident to the police within 24 hours from the time of such incident. If the Beneficiary is travelling, the Theft/Robbery must be notified to the local police authority in writing as soon as practically possible. The report must be duly acknowledged by the police authority concerned.
8. 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.
9. 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 fifteen (7) days from the date of notification of a Claim as stated in above clause.
10. Subject to receipt of all the required documents in original from the Beneficiary, the Policy Holder shall forward to the Insurer such documents within fifteen (7) days from the date of receipt of intimation from the Insurer of the acceptance/rejection of the Claim.
11. All documents, affidavit information and evidence, as are to be provided by the Beneficiary under the Claim Form, must be provided at the Beneficiary's expense in the form and nature required in the Claim Form.

ALL COMPLETED CLAIM DOCUMENTS TO BE SUBMITTED WITH IN 7 DAYS TO ONEASSIST

Conditions:

For avoidance of doubt, In the event of the insured device being lost or destroyed by the operation of insured perils, the liability of the company shall be limited to the Invoice value or Market value or Sum Insured whichever is lower subject to depreciation as applicable.

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.