

## 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 or market value, whichever is lower
- 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
- 1.16 **“Official Channels”** –Manufacturer, Manufacturer’s subsidiary company, Authorized dealer/ Distributor appointed by the Manufacturer or its subsidiary located within India.
- 1.17 **“Normal Operating Condition”** –Ability of the product to perform its specified function subject to the acceptable level of change in performance due to aging or climatic conditions. The acceptable level of change for this purpose will be as per the respective Manufacturer’s specifications.
- 1.18 **“Normal Use”** –Use of the product in accordance with the manufacturers guidelines for product usage including but not limited to regular maintenance & upkeep of the product, Usage of specified protection devices such as voltage stabilizers.
- 1.19 **“Mechanical/Electrical Breakdown”** means defect, the breaking or burning out (electrical) of any defined parts of the insured product arising from mechanical or electrical defect causing sudden stoppage of their functions, necessitating visit, repair or replacement
- 1.20 **“Breakdown”** – means the mechanical and/or electrical defects and / or failure of a product that cause it to not function in its intended manner.
- 1.21 **“Covered Breakdown”** –Breakdown covered by the Manufacturer’s Warranty / Guarantee during the Manufacturer’s Warranty / Guarantee period. The covered breakdown will vary for each product in accordance with the Manufacturer’s Warranty / Guarantee for the said product.
- 1.22 **“Manufacturer’s Warranty / Guarantee”** –The original warranty / guarantee given by the respective manufacturer in respect of a product.
- 1.23 **“Manufacturer’s Warranty / Guarantee Period”** –The uninterrupted period of the manufacturer’s Warranty / Guarantee cover as stated on the original official Manufacturer’s Warranty / Guarantee certificate or publication.
- 1.24 **“Extended Warranty”** means an extension of manufacturer’s warranty terms by a continuous period of 1 year starting from the expiry of the manufacturer’s warranty

## 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 periodic 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 30 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 value of replacement of damaged part with a new part or with material of an equivalent or similar kind and quality 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.

### **Extended Warranty for Smart watches – Service Description and Terms & Conditions**

*Note: The terms contained herein are specific terms and conditions and should be read in conjunction with the specific features of the product purchased by you as mentioned in the Welcome email. These conditions are in addition to and not in derogation of the standard terms and conditions*

#### **1. Extended Warranty- Coverage Eligibility**

- a. Device is manufactured in India or is legally imported in India & sold through Official Channels supported by an invoice & Manufacturer's Warranty / Guarantee.

- b. Device is purchased new from the manufacturers authorized dealer / distributor and is supported by Manufacturer's Warranty / Guarantee of not less than 12 months
- c. Device should not be more than 15 Days of its purchase date during the time of activating Extended Warranty plan
- d. The Extended Warranty plan is valid only in India on Device which are purchased and repaired within India.

## 2. Extended Warranty Plan Features

### A. One Call to OneAssist

- i. In the event of any defect or failure of the device, the Customer has to call OneAssist helpline at 1800 123 3330 to report the issue.
- ii. It is mandatory for the Customer to register the device with OneAssist as per the guided activation process. If the device is not registered, in the case of defect or failure scenario, OneAssist would attempt to take it up with the Insurance Company, on a best effort basis.

### B. 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.

### C. Extended Warranty Cover:

OneAssist as a Group Manager on behalf of its customers has arranged an Insurance cover with a leading Insurance Company. The Policy shall be valid for a period of 12 months from your Manufacturer Warranty expiry date subject to the terms mentioned below.

OneAssist is only the holder of the policy and the Customer 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 and OneAssist shall in no way be liable for the decline / rejection of any Customer claims.

### **INSURED EQUIPMENT:**

Brand new smart watch which is declared for Insurance and insured with the Insurance Company for a period of 12 months from the date of Expiry of Manufacturer Warranty.

Smart watches up to a maximum of 15 Days old will be considered under this plan

### Extended Warranty

The coverage is for cost of parts and labor in respect of the covered Product for covered inherent mechanical and electrical breakdown/defects to the extent provided by the manufacturer's warranty for devices manufactured in India or is legally imported in India & sold through Official Channels supported by an invoice & Manufacturer's Warranty/Guarantee.

### Coverage:

Coverage for Extended Warranty commences on expiration of Manufacturer's Original Warranty for the period 12 Months.

The policy provides coverage for cost of parts and labor in respect of the covered device for covered inherent mechanical and electrical breakdown/defects to the extent provided by the manufacturer's warranty for device manufactured in India or is legally imported in India & sold through Official channels supported by an invoice & Manufacturer's Warranty/Guarantee.

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

Insurance Partner will bear the cost of replacement of the device with one of like kind and quality if the Product is not repairable or beyond economical repair. The replaced device (the spoilt unit) shall become property of Insurance Partner. Due to technological advances, the replacement device may be of lower retail value than the original Product. Any such replacement will immediately terminate this membership with no refund.

The total of all benefits paid or payable under this Plan while it is in force shall not exceed the original purchase price paid by customer for the device covered by this policy

### **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 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 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.s**

**EXCLUDED PERILS**

The Insurer shall not be liable for:

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

- Product is at an authorized repairer and/or while awaiting parts.
- 7) Damage caused by unauthorized repair, theft, burglary and accident including earthquake, storm and or hurricane, abuse, misuse, sand, dust, water, negligence, fire, flood, lightning, malicious damage, impact, corrosion, battery leakage, acts of God, animal or insect infestation or intrusion.
  - 8) Damage resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current.
  - 9) Cost of removal or re-installation of the Product.
  - 10) Reception or transmission problems resulting from external causes
  - 11) Problems or defects not covered under the original Manufacturer's Warranty / Guarantee.
  - 12) Batteries, internal or external to the Product
  - 13) Breakdowns caused by computer virus or realignments to Products
  - 14) Recalls or modifications to the Product
  - 15) Failure to follow the manufacturer's instructions
  - 16) Costs arising from incorrect installation, modification or maintenance
  - 17) Costs if no fault is found with the Product
  - 18) Costs arising from being unable to use the Product or from damage which results from the Breakdown of the Product.
  - 19) Damage / failure caused before or during Product delivery.
  - 20) Use of batteries, charger and / or accessories not approved by the manufacturer, incorrect electrical leads or connection.
  - 21) The cost of repairing, restoring or reconfiguring computer software.
  - 22) Any consequential or incidental damages arising from the use or loss of use of the Product, Your & the Customers statutory rights are unaffected.
  - 23) If the product is sold by original buyer to other party
  - 24) If the product is moved out of the country of purchase, it will not be covered by this policy.
  - 25) Any problems or defects not covered by manufacturer's warranty
  - 26) Service of products which are not supported by valid Proof of Purchase by customer shall not be admissible under the plan
  - 27) Non-operating and cosmetic damages to the Product, such as damage to the paintwork, product finish, dents or scratches.
  - 28) Normal wear and tear items, not integral or necessary to the functioning of the products or routine service, or if the wear and tear on the parts
  - 29) Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modifications and descaling
  - 30) Damage to belt or battery will not be covered
  - 31) Repair of the product due to accident, misuse, abuse, neglect or improper maintenance
  - 32) Damage resulting from power outage, power surges or drips, fluctuating voltage, inadequate or improper voltage or current
  - 33) Damage caused by unauthorized modification, alteration, adjustment, repair, service or installation by unauthorized personnel is not covered. Such unauthorized replacement or repair of covered products shall result in the cancellation of the protected device
  - 34) Damage caused by unauthorized repair, theft, burglary and accident including earthquake, storm or hurricane, abuse, misuse, sand, dust water, negligence, fire, flood, lightning, malicious damage, impact, corrosion, battery leakage, acts of God, animal or insect infestation or intrusion
  - 35) Reception or transmission problems resulting from external causes

- 36) Problems or defects caused by unauthorized or failure to follow the manufacturer's operating manual and as specified in the warranty card
- 37) Any incidental costs arising from being unable to use the Product or from damage which results from the breakdown of the Product
- 38) Damage/Failure caused before or during Transportation or Product Delivery
- 39) Service of product on which the manufacturer's label or logo, rating label or serial number have been defaced or removed
- 40) Claims that is false or fraudulent or intentionally exaggerated or if any false declarations or statements be made in support thereof, no claim for that protected device shall be recoverable hereunder
- 41) Service on third party products or softwares not supplied/authorized by manufacturer that may be installed in or used in connection with the product
- 42) Use of accessoried not approved by the manufacturer, incorrect electrical leads or connections
- 43) Replacement or fixes of unauthorized software not installed by respective brand/company
- 44) Failure due to physical damages, improper site conditions, rain or weather conditions, and liquid spillage
- 45) Breakdown caused by virus or realignment to the product
- 46) Commercial usage except product used in rental property, as identified by the service contract.
- 47) Damage/Failure caused before or during product delivery
- 48) Any defects which are subject to manufacturer's recall or which are covered under any other program or reimbursement. Any recurring failure of a part exceeding 8% of the volume within a period of one-year will be deemed as a part/batch failure and the respective part/batch will not be covered under this plan
- 49) Any consequential or incidental damages arising from the loss or loss of use of the product
- 50) The cost of repairing, restoring software
- 51) Loss of data, software or any other information

**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
- Copy of purchase invoice
- Govt. of India issued ID Proof
- Details of loss
- Claim form filled and signed by the customer
- 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](http://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](http://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](http://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](http://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.