



STANDARD TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 **“Plan(s)”** shall mean either or all of the products/ services package offered by OneAssist from time to time, which products/services may have add on components or features, details of which are mentioned in the Welcome letter kit / welcome email.
- 1.2 **“Joint Plan”** means any OneAssist Plan that is taken for two members at the same time where the two members are related to each other as:
- Spouse
 - Siblings
 - Parent – Child
 - Grandparent – Grandchild
- Subject to both the members fulfilling the conditions necessary for a OneAssist membership
- 1.3 **“Plan Fee”** shall mean the fees charged by OneAssist from time to time for the Plan(s) availed of by the Customer and set out in the respective Plan Terms. The Plan Fee is applicable for the respective duration of the plan as mentioned below. The Plan Fee is inclusive of all applicable taxes.
- 1.4 **“Plan Terms”** shall mean the terms and conditions separately provided with the Terms herein which shall be specifically applicable in relation to each Plan(s).
- 1.5 **“Free Look-In Period”** shall mean the number of days from the date of activation of the Plan(s) within which the Customer may cancel the Plan(s) and obtain a refund of the Plan Fee.
- 1.6 **“Insurer”** shall mean the third party insurance provider as OneAssist may partner with from time to time for the add-on benefit as may be applicable to the various Plans.
- 1.7 **“Service Partner”** means any third party service provider affiliated with OneAssist.
- 1.8 **“Personal Information/Data”** shall mean and include such personal and financial information of the Customer relating to his/her data /or documents, in any medium including financial information such as bank account or credit card or debit card or other payment instrument details, identification document details including passport, PAN card details, driving license, etc
- 1.9 **“Service Center”** means the Authorised Service Center or OneAssist Authorised Service Center used for carrying out Damage device Repair/Replacement

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 activates the insurance by sharing device details or avails of any benefit under any of the Plan Terms or lodges a claim within the term of the Policy, the Customer shall deemed to have accepted the Terms unconditionally.

3 CUSTOMER CONSENTS AND CONFIRMATIONS

- 3.1 Further, the Customer has and hereby consents to the use of the Personal Information by OneAssist for the purposes of providing the various services under the Plan(s) offered by OneAssist. OneAssist respects the privacy of the Customer and the confidentiality of Customer’s Personal Information so collected by OneAssist by itself or on its behalf and shall take all reasonable steps to protect it and maintain its confidentiality.
- 3.2 The Customer also hereby consents to the Personal Information being disclosed by OneAssist to any third party including any insurer, Service Partner of OneAssist who will be either providing the add-on insurance or other benefit and/or services on each of the Plan(s) for the purposes of fulfillment of the services or if required by law.
- 3.3 The Customer expressly and without limitation, consents to OneAssist or its service partners recording phone calls between the Customer and OneAssist on the helpline numbers set out in the relevant Plan Terms in order for OneAssist to *inter alia* (i) provide a record of the instructions received from the Customer and to share the same with the Service Partners, if required, (ii) allow itself or its service partners to monitor quality standards, (iii) training purposes, and (iv) meet legal and regulatory requirements.
- 3.4 The Customer acknowledges that OneAssist has the sole right to vary the features/benefits under the Plan(s) or the Plans or the amount or rate of the Plan Fee or part thereof, from time to time.
- 3.5 The Customer hereby provides his/her consent to OneAssist for appointing agents to collect amounts payable to OneAssist, as may be considered necessary in the sole discretion of OneAssist and which shall be at the sole risk and cost of the Customer.
- 3.6 The Customer acknowledges that OneAssist may engage third parties including Service Partners for the fulfillment of the services and the Customer hereby consents to OneAssist disclosing, to the extent relevant, the Customer’s Personal Information and/or details of Plan(s) availed by the Customer to *inter alia* (a) our affiliates Service Partners (b) to our suppliers, vendors, for the purposes of servicing the Customer.
- 3.7 The Customer hereby consents to OneAssist identifying any service providers and/or products that may be of some interest to the Customer.
- 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 Plan Fee from the Customer for availing of the Plan(s) from time to time and for the duration of the respective Plan. The Plan Fee shall be payable in advance and the Customer may make a one-time payment of the Plan Fee for the applicable period or authorize OneAssist with appropriate debit instructions to deduct the Plan Fee from the Customer’s bank or credit/debit card from time to time including applicable taxes and levies.
- 4.2 The Plan Fee(s) and the Insurance Fee for the respective Plan(s) shall be as more particularly set out in the Plan Terms.
- 4.3 Activation of OneAssist Plan(s) is subject to realization/receipt of the Plan Fee. However, activation of Insurance cover is subject to receipt of documents and device related information as specified in the Insurance cover section hereunder.



5 SERVICING OF CLAIMS

- 5.1 The Customer acknowledges and understands that claim or payment of any benefit covered by an add-on group insurance cover shall be at the sole discretion of the Insurer and OneAssist shall only provide assistance in facilitation of the claim by liaising with the Insurer.
- 5.2 Any claims made by the Customer under these Terms and Plan Terms shall be subject to the following:
 - a) The Customer having met and complied with the Terms and the Plan Terms (as applicable). This also applies to terms and conditions set out herein and any others which may be added to the Terms and/or the Plan Terms and communicated to the Customer at a later date;
 - b) The Customer having provided OneAssist with full and accurate information in connection with the coverage, as applicable;
 - c) The Customer having acted in a bona fide manner to make a claim;
 - d) The Customer having complied with the requirements of the Insurer for the purposes of processing the claim may be required from time to time.
 - i. Claim form duly filled & signed by the Customer; and
 - ii. Invoice copy
 - iii. Any other document or evidence as may be required by the respective Insurer.
- 5.3 Notwithstanding anything contained hereinabove, OneAssist shall not be obliged to entertain any claim from the Customer unless (i) the Customer is over the age of 18 years at the time of Plan activation and a resident of India, and (ii) the Plan Fee up to the date of claim has been paid.

6 CANCELLATIONS/ RENEWAL/TERMINATION

- 6.1 OneAssist will cancel the Terms and/or the Plan Terms if OneAssist does not receive the Plan Fee (all inclusive) on the date it is due.
- 6.2 OneAssist will cancel the plan if the information/documents, device details or images as stipulated in the plan, that may be required for the purpose of the insurance cover activation is not made available within 15 days of purchase of the plan
- 6.3 OneAssist will cancel the Terms and/or the Plan Terms if the Customer has at any time:
 - a) agreed to help any third party to try to fraudulently or dishonestly obtain money from OneAssist or the Insurer; or
 - b) is in violation of applicable law as may be relevant to the use of the Plan(s); or
 - c) failed to meet the Terms and/or the Plan Terms, or to act in good faith, openly, honestly and in a *bona fide* manner towards OneAssist or the Insurer including by providing false or inaccurate information; and
 - d) Customer fails to return to OneAssist or its authorized Service Partner(s) any goods/devices temporarily lent to him/her or money advanced on an emergency basis to him/her or tickets or hotel bookings made on behalf of the Customer and which are to be returned/reimbursed/paid as per the terms of the Plan to OneAssist or to its authorized Service Partner.
- 6.4 If notice of termination is provided by the Customer within the Free Look-In Period, a full refund is available. After the expiry of the Free Look-In Period, for any cancellation by the Customer, OneAssist will refund the Plan Fee based on the grid mentioned below, provided however, that if the Customer has lodged a claim or availed of any benefit under any of the Plan Terms any time during the term of the plan, no refund will be available.

Period	Refund Percentage
0-10 Days	100%

The above refund percentage is on Plan Fee.

7 CONFIDENTIALITY

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

8 REPRESENTATIONS AND WARRANTIES

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

9 OBLIGATIONS AND COVENANTS OF THE CUSTOMER

- 9.1 If the Customer receives a benefit as contemplated under any specific Plan Terms and it is later discovered that the claim was dishonest, fraudulent or false, OneAssist will take steps to recover from the Customer, such payment(s) made to the Customer, either by OneAssist or a third party, as the case may be.
- 9.2 The Customer undertakes that he/she shall strictly comply with the terms of usage contained in the Plan Terms in relation to the use of the Plan(s).
- 9.3 The Customer acknowledges, confirms and covenants that that the object of the Plan(s) being availed of or provided by OneAssist is not an 'insurance product' but insurance is merely an add-on feature of the Plan(s) on a group insurance basis and that the Customer has availed of the Plan(s) in accordance with this understanding.
- 9.4 The Customer undertakes and covenants that he/she shall not use make use of the Plan(s) to or in the course of usage of the Plan(s), upload, display, publish, update, disseminate or transmit content or information that:
 - 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, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - 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 Plan Fee.
- 10.2 In case of a claim under the add-on group insurance benefit provided with the Plan(s), OneAssist's role in discharging its obligations hereunder shall be that of a mere facilitator, and OneAssist is not and shall not be liable to the Customer for any claim, loss, damage, or compensation caused in relation to or arising from or in connection with the group insurance policy.

11 INDEMNITY

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

12 NOTICES

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

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

13 MISCELLANEOUS

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

without limitation, acts of God, bandhs, riots, acts of war, natural disaster, fire and explosions, or any other events reasonably beyond the control of either party.

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

Mobile Assist – 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 Letter kit/welcome email. These conditions are in addition to and not in derogation of the standard terms and conditions.

1. Definitions

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

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

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

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

“SMS” shall mean short message service.

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



2. Plan Features

The specific plan benefits depend on the membership plan purchased by the customer and all the features below may or may not be part of a specific plan.

The Customer must install the OneAssist Applications on the Mobile Phone and should not exit/close/shutdown the Applications to keep the membership and plan benefits active.

A. One Call to OneAssist

- i. In order to give a request to block the Mobile Phone / SIM Card, the Customer should be an existing customer of OneAssist prior to placing the request for blocking the Mobile Phone / SIM Card and the Customers mobile number and Service Provider should be registered with OneAssist. In case the Customer had not registered particular details with OneAssist, OneAssist would attempt to block the Mobile Phone / SIM Card, with the help of the details provided by the Customer on a best effort basis.
- ii. Upon intimation of damage of the Mobile Phone to OneAssist, OneAssist shall liaise with the Telecom Service Provider on behalf of the Customer in order to block the SIM Card.
- iii. 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. SIM Blocking and Insurance

- i. In the event that the Customer's Mobile SIM Card is lost / stolen, the Customer should immediately report the damage/ telecom service provider. In the event that OneAssist requires the Customer to be on the call with the Telecom Service Provider to block the SIM Card, OneAssist will conference the Telecom Service Provider with the Customer to facilitate the blocking of the SIM Card.
- ii. The SIM insurance cover is provided under Personal Extended Protection Policy 1900084112 issued by Tata AIG General Insurance Co. Ltd. The insurance cover is valid for one year from the midnight of the following day of purchase of this Plan from One Assist.
- iii. SIM Card insurance cover of up to INR 3000/- towards fraudulent charges on a lost / stolen SIM Card up to 12 hours prior to the Customer first reporting the event to Customer's Telecom Service Provider, shall be made available. Upon the Customer making a claim for the unauthorized charges on the Customer's lost / stolen SIM Card, OneAssist shall send the Customer all necessary forms and documents required in order to make a claim with the Insurer. For the purposes of the above, unauthorized charges mean those charges which are incurred on the SIM card after the physical loss of the SIM card and without the knowledge or consent of the SIM card holder as per provisions, terms and conditions of Telecom Service Provider.

iv. Key Exclusions:

The Insurer i.e., Tata AIG in this case, will not pay for any expenses or loss as a result of:

- a. Charges made on the Customer's lost or stolen SIM card more than 12 hours prior to the Customer first reporting the event to the Telecom Service Provider;
 - b. Charges made on the Customer's SIM card if the Customer's SIM card has not been lost or stolen;
 - c. Charges incurred by a resident of the Customer's household, or by a person entrusted with the Customer's SIM card;
 - d. Any liability arising out of lost or stolen SIM card except as provided above
- v. Coverage Conditions:
- a. The Customer must report the loss of the SIM card to the Telecom Service Provider within 3 hours after discovering the loss of the SIM card.
 - b. The Customer must comply with all terms and conditions of the Telecom Service Provider by whom the SIM card is issued.
- vi. General Exclusions:
- Tata AIG will not cover the following:
- a. Losses that do not occur within the policy period;
 - b. Losses that result from or related to business pursuits including your work or profession];
 - c. Losses caused by illegal acts;
 - d. Losses that you have intentionally caused;
 - e. Losses that result from the direct actions of a relative, or actions that a relative knew of or planned.
 - f. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
 - g. Losses due to the order of any government, public authority, or customers' officials.
 - h. Losses due to ionising radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self-sustaining process of nuclear fission)of nuclear fuel.
 - i. Losses due to the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - j. Losses due to nuclear weapons material
 - k. Terrorism Exclusion Warranty
- vii. OneAssist will facilitate the lodging of the claim and the reimbursement of the unauthorized charges on the Customer's lost / stolen SIM Card.

C. 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.

D. Remote Troubleshooting of Smartphone Problems (Call & Email)

With the changing technology smartphones are not just phone but are being used for surfing WEB, watching movies, getting social with friends to sharing pics or playing multiplayer games all on the wireless network. Study says smartphone users are more likely to experience problems than owners of feature phones. Our remote solution will help the users to fix the smartphone feature related issues on a call or email as preferred by our customer.

Some of the category of issues which would be fixed would be:

- i. How to configure emails on your smartphone.
- ii. How to manage performance settings on your smart phone.
- iii. How to manage any settings related issue like display, language, fonts, ringtones, change volume etc.
- iv. How to manage smartphone better in terms of usage.

E. Insurance Cover:

OneAssist as a Group Manager on behalf of its customers has arranged an Insurance cover with National Insurance Company Limited (**'the Insurer'**). The Policy shall be valid for a period of 12 months 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:

Mobile Handset / Tablets which is declared for Insurance and insured with the Insurance Company for a period of 1 year from the date of OneAssist membership.

Mobile Handsets / Tablets up to maximum 2 years old will be considered under this policy. For devices which are more than 15 Days old at the time of OneAssist membership activation, will be classified as old devices under OneAssist membership plan and under such plan, claim event (event of damage) occurring in first 15 days of activation of the OneAssist Plan will not be admissible for claims processing. Any claim event after 15 days from the day of activation of the plan will be eligible for claims processing

SPECIAL CONDITION –

No cover applicable for Mobiles without active SIM except for Tablets not requiring SIM.

Accidental damage / Liquid damage:

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.

Coverage:

In the event of **partial loss**, at all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which, upon the settlement of any loss under this policy, pro rata premium for the unexpired period from the date of such loss to the expiry period of insurance for the amount of such loss shall be payable by the insured to the company.

The additional premium referred above shall be deducted from the net claim payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of prorated premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the sum insured shall stand reduced by the amount of loss in case, the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

In the event of settlement of claim on **total loss** basis, the Insurance cover offered under this policy for that particular handset shall stop forthwith. If the damaged device can not be repaired



and is replaced as per the handset manufacturer service policy, the policy for that particular handset will stop forthwith.

Transfer of Policy

Policy is not transferable however in case of change of device due to a new purchase, during the policy tenure by the customer, cover shall be extended to the new handset for the remaining tenure. Extension of such coverage to new device will be eligible and affected only upon notifying the device change and new device IMEI/Serial number and other device details to OneAssist within 2 days of purchase of new device. Cover for Old handset will be terminated. All other terms applicable for new handset as well, Subject to No claim on the Old phone. 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 the Insurance cover on new device only after receiving the new device details from customer. In case of non-receipt of the required information, any Insurance claim on the said handset may be declined by the Insurance Company at its discretion

Insured and Beneficiary:

Beneficiary means the buyer of the OneAssist 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 mobile / Tablets and SIM used in it should be in the name of Subscriber or his/her parents / spouse & legitimate children. Where the subscriber is a corporate entity, beneficiary shall mean any representative / employee of the entity authorised to use the Mobile handset / tablet. 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 authorised by the subscriber to use the Insured Gadget.

Sum insured: cost of equipment only as per purchase invoice or sum insured as per OneAssist plan selected by the customer.

Geographic limit – INDIA

Handsets 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 handset.

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

Age of the Insured Gadget

Up to 6 months
6 months to 1 year
1 year to 2 year

Depreciation %

: 20%
: 30%
: 40%

Excess:

Excess charges will be applicable as per the below mention grid on Claim value:

Repair Value or Claim Value	Applicable Excess charges
Upto Rs. 10,000	3% or Rs. 300 (whichever is higher)
Rs. 10,001 to Rs. 15,000	5% or Rs. 500 (whichever is higher)
Rs. 15,000 to Rs. 20,000	7% or Rs. 1,000 (whichever is higher)
Above Rs. 20,000	10% or Rs. 2000 (whichever is higher)

In case of total Loss Compulsory deductible is 5% of the claim value subject to minimum of Rs. 1000/- in case of each and every loss where the Purchase Invoice is available and produced at the time of claim. In case the beneficiary is unable to produce the purchase invoice at the time of claim, excess shall be 10% of the claim value subject to minimum of Rs. 2,000/- in case of each and every loss of such gadget.

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

BER is the cost of repair equal to or more than 80% of Sum Insured or Invoice Value whichever is lower. In case of Total loss/BER or if the device is beyond repair due to spare parts unavailability, device model being phased out in the market or other reasons OneAssist at its discretion may choose to provide customer with a Replacement device (Refurbished) of same model or similar model on case to case basis.

Mandatory Device related information for activating Insurance cover:

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

- a) IMEI no.
- b) Make and model of the handset
- c) Invoice value
- d) Invoice date

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 the Insurance cover on the said device only after receiving the above mentioned information. In case of non-receipt of the above mentioned information, any Insurance claim on the said handset may be declined by the Insurance Company at its discretion.

Depending upon the plan purchased by the customer and the ageing of insured device, Photo images of the device will be required to be submitted by the customer to activate the plan benefits. In absence of images, in such cases the Insurance claim may not be admissible. OneAssist reserves the right to cancel the Customer's Membership or Claim in absence of valid photos of devices

In case of Apple device it is mandatory for the customer to deactivate their Apple ID from device and relevant places before giving their device for repair/replacement. OneAssist may return the damaged device unrepaired in case Apple ID is not deactivated.

EXCLUDED PERILS

Fire /Accidental damage / Liquid damage:

Important: In case customer device is more than 15 Days old during the time of OneAssist membership activation, no claim will be accepted during first 15 Days of activation. Customer will be eligible to claim from 16th Day onwards.

The Insurer shall not be liable for:

1. Loss or damage to the Gadget due to mysterious circumstances / disappearance or unexplained reasons.
2. Fraud or criminal activity on the part of the Insured and the Customer.
3. Claim on gadget during the hire or loan of the insured gadget to a third party.
4. Loss resulting from detention or confiscation by customs or other Government or public authorities.
5. 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.
6. 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.
7. Loss arising due to any unlawful act or illegal activities including criminal acts, or acts of war or the handset is used with permission of the Bonafide Customer having knowledge of such acts.
8. Consequential loss of any kind or description.
9. Liability to any party of any nature including but not limited to liability of Authorised Service centre to other parties.
11. Loss or damage caused by incorrect storage, poor maintenance, wilful negligence, incorrect installation, incorrect set-up, unless the authorised Service Centre representative would confirm otherwise with due substantiation.
12. Loss or damage as a result of attack by unauthorised software/virus, software faults and manufacturing defect owing to which a gadget fails to operate.
13. Loss or damage that is covered by a supplier, dealer or factory warranty.
14. Any loss if the ownership of the gadget is transferred.



15. Any consequence arising from War, War like operations (whether War declared or not) , Act of Foreign Enemy, Hostilities, Civil War, Rebellion, Insurrection, Civil Commotion, Military usurped power, Seizure, Capture, Confiscation, Arrest. Restraints and or Detainment by order of any Government or any other Authority.
16. Any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radioactive or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.
17. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials, Wear and tear, moth, vermin or gradual deterioration, inherent defect or from any process of cleaning or repairing or renovating or maintenance.
18. Any type of self-repair or attempted self-repair.
19. Mechanical or Electrical Breakdown or electronic derangement or malfunction unless caused by an external accidental means or liquid.
20. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
21. Intentional overloading of the instrument. Loss or damage due to any experiments or tests and/or alterations resulting into any abnormal conditions.
22. Cost of Replacement of Battery unless caused by an accidental or liquid damage to the Gadget.
23. Any damage or loss occasioned from any water borne craft, unless such damage is caused by the accidental ingress of liquid/water, and if the Customer has taken reasonable care to protect the Gadget from damage.
24. Any manufacturing defect which is covered under Manufacturer's warranty Product defects whether latent / inherent or not.
25. Any loss of or damage to the SIM card / memory card unless caused by an insured peril.
26. Loss or damage to accessories unless they are attached to the Gadget.
27. Internal leakage of the battery, unless caused by an insured peril. Damage occurred while the Gadget is situated outside India providing the Customer is a Non Resident Indian.
28. Any instance where you are not a resident of India at the time that the Damage occurred.
29. Any type of SIM / airtime misuse or consequential loss thereof.
30. Any loss the named Customers may suffer or cost to the Customer for:
 - Damage to, 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 caused by any deliberate act or negligence by the Insured Member(s), their employees or any person using the gadget with their permission;
 - costs or charges when replacing car kits or car Devices and other accessories which can no longer be used with the gadget;
 - costs involved in returning the gadget for repair, or collecting the gadget once it has been repaired;
 - costs caused by the gadget being routinely serviced, inspected, adjusted or cleaned;
31. Any loss related to indemnification for the Value added services
32. The Insurer shall not be liable for any loss or damage claim due to the inability of the Customer and insured to submit either of the claim processing and claim payment documents required by the Insurer for processing the Claim
33. The policy shall not be liable for any claim if information has intentionally been withheld or incorrect information or misrepresentations have been intentionally given that are of significance to the assessment of the claim



- 34. Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and / or the agents of makers/manufacturers or use of such property country to the directives of the makers/manufacturers and/or this agents.
- 35. Scratching, denting. Cracking is excluded unless caused by accidental external means
- 36. Loss or damage attempted 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.
- 37. 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.
- 38. SIM used in the damaged device is in the name of person other than Subscriber or his/her spouse/parents and legitimate children

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:

- A. **Accidental / Liquid damage:** This refers to loss to customer’s mobile handset due to accidental / liquid damage

Pre-requisite for claim processing:

- 1. Claim form
- 2. Images of damaged handset with clear image of IMEI no.
- 3. Payment for deductibles / excess
- 4. Device Purchase Invoice
- 5. Payment of differential between estimate amount and claim approval amount
- 6. Govt. issued ID proof of Mobile purchaser

Process flow:

- a. In case of accidental and liquid damage to the handset, Customer is required to call OneAssist call center on toll free no. **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 handset IMEI details within 48 hours of registering the claim

- c. OneAssist will verify the documents received from the customer over email and if the same are in order will trigger request to its Service Partner for collecting the handset from the Customer, otherwise, OneAssist will inform customer about deficiencies in the documentation which will have to be rectified by the customer.
- 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 handset, original claim documents including discharge voucher (refer list above) and the amount of deductible as applicable within 48 hours of submitting scanned images to OneAssist. It is important to note that only on receipt of all complete original documents including amount payable by the Customer, claim process will be taken forward.

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 handset from the customer and also deliver the repaired handset 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 handset from the customer premise, arrange for the repair and delivery of repaired handset back to the customer location.

Locations covered: Other than locations covered under Doorstep service

Scenario 3- Out of service Location

In this scenario where the device cant 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 handset at the service center for repairs; get an estimate for repairs along with the tentative timelines for repairs with 48 hours of submitting handset to the service center
- g. On receipt of approval from the Insurance Company, OneAssist will communicate the amount of approval to the customer:
 - i. If the amount of approval is lower than the estimate amount, OneAssist will take an approval from the customer on a recorded line. If the customer accepts to pay the differential amount (ie Estimate amount less Claim approval amount) then OneAssist will instruct its Service Partner to collect the amount from the customer along wiany pending documents. On confirmation of receipt of money to the Service Partner’s account, OneAssist will instruct the repair center to repair the damaged handset of the customer
 - ii. If the customer does not agree to pay the differential amount, then OneAssist will handover the handset to the customer without repairing the same.
- h. If the repair estimate is more than Rs. 20,000/-, then Insurance Company will arrange for a Surveyor visit. OneAssist will co-ordinate with the Insurance Company and the Customer



for such visit. Basis the Surveyor report, OneAssist will co-ordinate with the Insurance Company for the approval of the repair estimate and inform the customer on the status of the repair claim

- i. On confirmation of repair of the handset by the service center, OneAssist will instruct its Service Partner to collect the same from the repair center and deliver it to the customer with an acknowledgement from the customer 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 two working days of discovering the loss or damage
2. Beneficiary to submit all documents with 15 working days from date of notification of the incident to OneAssist
3. OneAssist to register claims with Insurer within two working days of receipt of all documents from beneficiary
4. Submit claim form with the relevant documents as noted in the claim form at the earliest
5. 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. The Customer shall produce for the Insurer's examination all pertinent documents at such reasonable times and shall co-operate with the Insurer in all matters pertaining to any Claims. Failure to comply with this condition may prejudice the Claim. Filing a false or a fraudulent Claim will invalidate the Claim and result in the Insurer rejecting the Claim and any other action deemed fit.
8. The Customer shall forward to the Insurer original receipts of purchase, if available, acknowledgement from the police or any other proof whether written or otherwise to support the Claim within fifteen (15) days from the date of notification of a Claim as stated in above clause.
9. 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 (15) days from the date of receipt of intimation from the Insurer of the acceptance/rejection of the Claim.
10. 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

Conditions:

For avoidance of doubt, In the event of the insured mobile phone 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.

