

# Terms & Conditions

Congratulations on purchasing this protection plan. Please read the terms and conditions, so that you understand the coverage under this plan.

## 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 **Plan Fee:** shall mean the fees charged by OneAssist from time to time for the Plan(s) availed 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.
- 1.3 **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).
- 1.4 **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.
- 1.5 **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.
- 1.6 **Service Partner:** means any third-party service provider affiliated with OneAssist.
- 1.7 **Personal Information/Data:** shall mean and include such personal and financial information of the Customer relating to his/her data /or documents, in any medium including financial information such as bank account or credit card or debit card or other payment instrument details, identification document details including passport, PAN card details, driving license, etc.

### 2. PURPOSE

- 2.1 These terms and conditions ("Terms") shall govern the transaction between OneAssist Consumer Solutions Private Limited ("OneAssist") and the party whose name appears on the Order ("Customer") in relation to the Plan(s) provided by OneAssist.
- 2.2 These general terms and conditions define the framework and the respective obligations of the parties. Specific terms and conditions relating to the specific Plan(s) that has been availed or subscribed to by the Customer supplementing or derogating from these general terms and conditions may be agreed to in the Plan Terms in writing which shall be annexed to this Terms.
- 2.3 Customer acknowledges the receipt of the Terms and the Plan Terms, as applicable and agrees to be fully bound by the Terms and the relevant Plan Terms. In the event, the Customer avails of any benefit under any of the Plan Terms or lodges a claim within the term of the Policy, the Customer shall 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 fulfilment 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 fulfilment 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 onetime 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 as may be required

5.3 Notwithstanding anything contained hereinabove, OneAssist shall not be obliged to entertain any claim from the Customer unless (i) the Customer is over the age of 18 years and a resident of India, and (ii) the Plan Fee up to the date of claim has been paid.

## 6. CANCELLATIONS/ RENEWAL/TERMINATION

6.1 OneAssist will cancel the Terms and/or the Plan Terms if OneAssist does not receive the Plan Fee (all inclusive) on the date it is due.

6.2 OneAssist will cancel the Terms and/or the Plan Terms if the Customer has at any time:

- a) agreed to help any third party to try to fraudulently or dishonestly obtain money from OneAssist or the Insurer; or
- b) is in violation of applicable law as may be relevant to the use of the Plan(s); or
- c) failed to meet the Terms and/or the Plan Terms, or to act in good faith, openly, honestly and in a bona fide manner towards OneAssist or the Insurer including by providing false or inaccurate information; and
- d) Customer fails to return to OneAssist or its authorized Service Partner(s) any goods/devices temporarily lent to him/her or money advanced on an emergency basis to him/her or tickets or hotel bookings made on behalf of the Customer and which are to be returned/reimbursed/paid as per the terms of the Plan to OneAssist or to its authorized Service Partner.

6.3 If notice of termination is provided by the Customer within the Free Look-In Period, a full refund is available. 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. After the expiry of the Free Look-In Period, for any cancellation by the Customer, OneAssist will not refund the Plan Fee.

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

The above refund percentage is on Plan Fee.

## 7. CONFIDENTIALITY

7.1 OneAssist shall make reasonable efforts to ensure that the Personal Information of the Customer is kept confidential and not disclosed to any third party except to the extent required for fulfilment 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 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, defense, 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. Customer further agrees that Insurance claim settlement is purely

at the discretion of the Insurance Company and OneAssist will in no way be liable in the incident of decline / rejection of any Customer claims.

## 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 wilful 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 Private Limited**

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 section "CANCELLATIONS/ RENEWAL/TERMINATION". 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 PRO+ TERMS AND CONDITIONS

This "OneAssist Extended Warranty Service for Home", herein also after referred to as "Extended Warranty Pro+" or "EW PRO+" has been entered into between OneAssist Consumer Solutions Private Limited, herein after referred to as "OneAssist", incorporated under the Companies Act, 1956 and having CIN U93090MH2011PTC218163 and the name & address of the customer, herein referred to as "Customer", mentioned in the application form. The terms & conditions of EW PRO+ shall be fully binding on the customer for the product/appliance/equipment covered, herein referred to as "Product".

### 14. GENERAL DEFINITIONS

14.1 **Product Covered:** Includes Panel Televisions, Washing Machines, Refrigerators, Dryers, Home Theaters, Air Conditioners, Water Purifiers, Water Heaters, Microwaves, OTGs, Dishwashers, Vacuum Cleaners, Air Fryers, Air Coolers, Air Purifiers and Food Processors. The above list is only indicative and will be subject to change without prior notice. Additions to and deletions from the list will be solely at OneAssist's discretion.

14.2 **Official Channel:** Manufacturer, Manufacturer Subsidiary company, OneAssist Authorized Retailer/ Dealer/ Distributor, Authorized Service Partners, Online Retail channel and OneAssist official website & apps.

14.3 **Normal Operating Condition:** Ability of the product to perform its specified function subject to the acceptable level of change in performance due to ageing or climatic conditions. The acceptable level of change for this purpose will be as per the respective Manufacturer's specifications.

14.4 **Normal use:** Use of the product in accordance with the Manufacturer's guidelines for Product usages including but not limited to regular maintenance and upkeep of the Product, usage of specified protection device such as voltage stabilizer.

14.5 **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.

14.6 **Covered Breakdown:** Breakdown covered 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 period.

14.7 **Onsite Repairs:** The repair technician will visit the premises where the product has been installed to provide the repair services.

**14.8 Manufacturer's Warranty/ Guarantee:** The original warranty/ guarantee provided by the respective manufacturer to the respective product as per manufacturer's warranty/ guarantee terms & conditions.

**14.9 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 and publications.

**14.10 Extended Warranty:** Extended Warranty shall be an extension of manufacturer's warranty terms by a continuous period of 1 year or 2 years starting from the expiry of manufacturer's warranty as per the plan opted by you.

**14.11 Service Contract Term:** Mechanical and electrical breakdown to the extent provided by the manufacturer's warranty for domestic electrical/electronic product manufactured in India or is legally imported in India and sold through official channel by an invoice and manufacturer's warranty/Guarantee certificate. The EW PRO+ cover commences on the expiration of the manufacturer's warranty/guarantee period and is for a period mentioned in the service contract details of the service contract, and shall continue to remain in force for a period as applicable, unless terminated earlier as per terms herein. This Contract and the terms and conditions herein shall continue to remain in force if due to any reasons, the original manufacturer replaces the Product of the Customer with the Product of the same model during the manufacturer's warranty period subject to such information being shared by you with OneAssist on any such occasion.

**14.12 We, Us, Our:** The issuer of EW PRO+ i.e. OneAssist

**14.13 You, Your:** The person to whom We are issuing Our EW PRO+

## 15. QUALIFYING PRODUCTS & BRANDS

Extended Warranty Pro+ can be bought for the following products and brands:

PRODUCT CATEGORY	BRANDS COVERED
AIR CONDITIONER	BELTON, BLUE STAR, BPL, CARRIER, DAIKIN, ELECTROLUX, GODREJ, HAIER, HITACHI, HYUNDAI, IFB, KENSTAR, LG, LLOYD, MARQ, MIDEA, MITASHI, MITSUBISHI, O GENERAL, ONIDA, PANASONIC, SAMSUNG, SHARP, TCL, TOSHIBA, VIDEOCON, VOLTAS, WHIRLPOOL
AIR COOLER	BAJAJ, BLUE STAR, CROMPTON, HAVELLS, HINDWARE, INTEX, INTEX, KELVINATOR, KENSTAR, MAHARAJA WHITELINE, ORIENT, SYMPHONY, USHA, VOLTAS
AIR PURIFIER	AEROGUARD, CROMPTON, DAIKIN, EUREKA FORBES, GLEN, GODREJ, HAVELLS, HONEYWELL, KELVINATOR, KENT, LG, MIDEA, PANASONIC, PHILIPS, PUREIT, SAMSUNG, WHIRLPOOL, XIAOMI
DISHWASHER	BOSCH, IFB, LG, SIEMENS

DRYER	BOSCH, IFB, LG, SAMSUNG, SIEMENS, WHIRLPOOL
FOOD PROCESSOR	BAJAJ, BLACK AND DECKER, BRAUN, GLEN, HAVELLS, INALSA, KENSTAR, KITCHEN AID, MAHARAJA WHITELINE, MORPHY RICHARDS, PHILIPS, PRESTIGE, USHA
FRYER	BAJAJ, GLEN, HAVELLS, INALSA, KENSTAR, MORPHY RICHARDS, PANASONIC, PHILIPS, PRESTIGE, RUSSELL HOBBS, SUNFLAME, USHA
HOME THEATER	BOSE, DAPIC, INTEX, JBL, LG, MITASHI, PANASONIC, PHILIPS, SAMSUNG, SONY, YAMAHA
MICROWAVE OVEN	BAJAJ, BOROSIL, BOSCH, BPL, ELECTROLUX, GODREJ, HAIER, IFB, KENSTAR, LG, MIDEA, MORPHY RICHARDS, PANASONIC, SAMSUNG, TARRINGTON HOUSE, WHIRLPOOL
<b>PRODUCT CATEGORY</b>	<b>BRANDS COVERED</b>
OTG	BAJAJ, GLEN, HAVELLS, INALSA, KENSTAR, MORPHY RICHARDS, PANASONIC, PHILIPS, PRESTIGE, RUSSELL HOBBS, SUNFLAME, USHA
REFRIGERATOR	BLUE STAR, BOSCH/SIEMENS, ELECTROLUX, GEM, GODREJ, HAIER, HITACHI, INTEX, KELVINATOR, LG, PANASONIC, SAMSUNG, SAMUI, SHARP, VIDEOCON, WHIRLPOOL
TELEVISION (LCD/LED/SMART/3D)	ABAJ, AISEN, AIWA, AKAI, BOSSH, BPL, DAPIC, HAIER, HOM, INTEX, LG, LLOYD, MEPL, MITASHI, ONIDA, PANASONIC, PHILIPS, POLAROID, QFX, SAMSUNG, SANSUI, SANYO, SHARP, SHIBUYI, SONY, TCL, TOSHIBA, VIDEOCON, VU, WESTON, WYBOR, XIAOMI
VACUUM CLEANER	BLACK AND DECKER, BOSCH, EUREKA FORBES, HITACHI, KENT, LG, MORPHY RICHARDS, PANASONIC, PHILIPS, RUSSELL HOBBS



WASHING MACHINE	BOSCH/SIEMENS, BPL, CARRIER, ELECTROLUX, GODREJ, HAIER, IFB, INTEX, LG, LLOYD, MIDEA, MITASHI, MYTRON, ONIDA, PANASONIC, SAMSUNG, SHARP, VIDEOCON, WHIRLPOOL
WATER HEATER	AO SMITH, BAJAJ, CROMPTON GREAVES, FERROLI, HAIER, HAVELLS, HINDWARE, KENSTAR, MAHARAJA, MIDEA, MORPHY RICHARDS, ORIENT, RACOLD, SPHEREHOT, USHA, VENUS
WATER PURIFIER	AO SMITH, AQUAGUARD, AQUAPOT, BLUE STAR, EUREKA FORBES, HINDWARE, HUL PUREIT, KENT, LG, LIV PURE, PANASONIC, TATA SWACH, USHA, VOLTAS, WHIRLPOOL, ZERO B

The above list is subject to change without any prior notice. Additions to and deletions from the list will be solely at our discretion.

## 16. WHAT WE COVER

16.1 Extended Warranty Pro+ replicates the manufacturer’s warranty against any malfunctions or breakdown for the duration opted for by you. In consideration of the service contract fee paid by you, we will provide the cost of repair for the covered breakdown of your product as mentioned in the contract, during the period of extended warranty, subject to the terms and conditions, exceptions and limitation content herein or endorsed hereupon in future. We will organize for the repairs to normal operating condition or replace at our discretion with an equivalent product or provide a settlement by way of monetary settlement at our sole discretion, after it has suffered a covered break down during normal use.

16.2 This contract covers the cost of parts and labour for the product on an onsite service basis. Cost of transportation is covered, if required, for transporting the unit to the service centre and back for repairs which are not technically advisable to be performed at your premises.

## 17. CONDITION OF COVER

17.1 You must be at least 18 years old on the date of purchase of EW PRO+.

17.2 EW PRO+ is limited to products that are purchased in select cities within defined geographic boundary of the Republic of India.

17.3 EW PRO+ only applies to items purchased as new. There is no cover for items described as ‘used’, ‘second hand’ or ‘refurbished’.

17.4 EW PRO+ can be bought for all products outlined in the section “QUALIFYING PRODUCTS & BRANDS” that carry a manufacturer’s warranty of 12, 24, or 36 months on the entire unit.

17.5 EW PRO+ will cover only products that are under the Manufacturer’s original warranty. Any condition/act that voids the manufacturer’s warranty would result in product becoming ineligible for EW PRO+.

- 17.6 EW PRO+ should be purchased and activated within 60 (sixty) days of date of purchase of product. In cases of EW PRO+ commercial plans, they can be purchased upto 90 (ninety) days of date of purchase of product.
- 17.7 EW PRO+ can only be purchased for products that haven't been repaired under manufacturer's warranty or otherwise before purchase of the plan. We reserve the right to reject any claim under EW PRO+ if the product has been repaired prior to your purchasing the plan.
- 17.8 EW PRO+ is applicable for a period of 12 months (1 year) or for a period of 24 months (2 year) from the date of the expiry of the Manufacturer's warranty, as opted by you at the time of purchasing the plan. The plan cover period is also mentioned in the email that will be sent to you post successful activation of your plan by you.
- 17.9 The EW PRO+ shall become effective once OneAssist, at its sole discretion, accepts the application of the customer and shall continue to remain in force for the period as applicable, unless terminated earlier as per terms herein.
- 17.10 At point of service, during the EW PRO+ extended warranty duration, the customer is required to show the proof of purchase i.e. Product purchase invoice.
- 17.11 OneAssist reserves the right to deny service and cancel the EW PRO+, without any refund whatsoever, if Customer fails to produce the above information.
- 17.12 OneAssist or its authorized service providers shall provide Services only during normal working hours on regular working days of OneAssist and/or its authorized service providers.
- 17.13 Normal Working hours would be 9:00 am to 9:00 pm on all days excluding public holidays
- 17.14 To avail services, you must present to OneAssist at the time of execution of this Contract proof of purchase (a copy of the purchase invoice) of the product in question.
- 17.15 OneAssist makes no express or implied warranties whatsoever regarding the services provided/ rendered and/or effects thereof etc. and shall not be liable to the Customer or any other person claiming, by, through or under the Customer.
- 17.16 EW PRO+ covers the cost of parts and labour charges for at-home service within the city/ municipal limits of the OneAssist Service Centres. OneAssist will transport the product to service centre for performing repairs, if required and if the product location is within its serviceable area.
- 17.17 Providing service at locations which are not in the serviceable limit of OneAssist: OneAssist reserves the right to provide adequate solution by either refund of the plan fee or advise customer to get it repaired through an authorized brand service centre and then claim reimbursement subject to satisfactory verification of documents/ proofs as demanded by OneAssist.
- a) In all such cases, the customer should present a repair estimate from the authorized brand service centre and proceed with repairs only when explicit approval is given by us. Our liability in all such cases will be towards the covered damages only.
  - b) All the documents should reach OneAssist within 30 days of your first intimating the claim to us.
- 17.18 In case the defected unit needs to be transported to service centre and it is outside the serviceable limit of OneAssist, Customer shall arrange for the same and OneAssist will reimburse the amount upon producing valid invoice towards the same. Customer shall take full responsibility of the product during transportation and indemnify OneAssist of any damage that occurs during this process.
- 17.19 During the validity of the EW PRO+, OneAssist will attend to the defects reported by the customer, including replacement of the defective electrical/electronic components that are required to be replaced to make the product electrically functional. This is subject to the condition, the breakdown of the product being due to normal usage.
- 17.20 In case the damage/malfunction of the device is due to reasons other than that covered under manufacturer's warranty or it is caused by conditions defined under exclusions, OneAssist shall offer

to repair the device for the customer. The cost of such repairs like labour, visit, cost of parts replaced, cost of transporting the device to service centre (if required) will have to be borne by the Customer.

- 17.21 All defective components replaced by OneAssist shall become the property of OneAssist and the customer shall not claim any right to the same.
- 17.22 Defects and/or Parts not covered under the original manufacturer's warranty, will not be covered under EW PRO+.
- 17.23 All defective components will be replaced with parts which are new or like new in performance adhering to manufacturer's specifications, at our sole discretion.
- 17.24 In case the cost of repair exceeds 80% of the cost of the product or the product cannot be repaired within the reasonable time or reasons beyond its control, OneAssist shall have the discretion to compensate the prevailing market value of the product post applicable depreciation. Please refer to the section 'Terms of Replacement' to know depreciation schedule.
- 17.25 In case we compensate you as above, all our obligations under this contract are deemed fulfilled and the plan coverage stands terminated. The defective product in all such cases shall become our property and the same should not be destroyed, or damaged, or salvaged by the you under any circumstances.
- 17.26 OneAssist at its sole discretion determines the issuances of standby/loaner unit subject to availability and for select city and select product category.

## 18. CUSTOMER RESPONSIBILITY

- 18.1 You need to ACTIVATE the EW PRO+ immediately upon buying or within a period as prescribed by OneAssist. Refer to the OneAssist Activation voucher or Messages or App or Email or Helpline or Official Website for activation procedures.
- 18.2 You will be required to provide us with a copy of the complete set of requisite documents at the time of activation and service request. If the Serial Number of the device has changed due to repairs or replacement by the manufacturer/retailer, please provide us with a copy of the Swap Letter that clearly mentions the current and old Serial Number of the device within 15 days of such replacement.
- 18.3 You are required to correctly select the right EW PRO+ for your product based on condition, price and purchase location.
- 18.4 You are required to report the problem to OneAssist within 7 calendar days of its occurrence beyond which the request is liable to be rejected.
- 18.5 It is your responsibility to properly maintain, store and use your item according to the manufacturer instructions and take all reasonable steps to use your equipment as prescribed by the manufacturer.
- 18.6 You agree to return the defective spares or product to OneAssist wherever requested.
- 18.7 NON-ACTIVATED EW PRO+ & NON-FULFILMENT of ANY of the above conditions may result in the plan being considered as void and all requests made against EW PRO+ are liable to be rejected.
- 18.8 Customer shall provide representative of OneAssist/its service provider full access to the Product/Equipment in order to effect necessary adjustments and repairs.
- 18.9 Customer shall provide adequate storage space for spare parts, test Product/Equipment and adequate work space, heat, light, ventilation and electric current for use by representative of OneAssist/its authorized representative for provision of Services at Customer's location.
- 18.10 Customer shall cooperate with OneAssist or its authorized representatives at the time of service request and will provide with all the requisite documents asked for, for processing the service request.

- 18.11 Customer shall be responsible to de-install all add-ons and/or accessories from the Product/Equipment before providing the same to OneAssist for Services, maintain backup copy of all software and data, restore software and data on the unit after repair.
- 18.12 Customer shall register all complaints/requests for Services only through official OneAssist Call Centre's/One Assist App/OneAssist website.
- 18.13 Customer shall comply with all applicable laws, rules and regulations.
- 18.14 Customer shall indemnify us and hold harmless against any act of omission and commission and any consequences arising thereof and defend OneAssist from and against all claims, arising as a result of breach of this Contract.
- 18.15 Customer shall inform OneAssist in writing of any change in the billing address. Any written communication, billing statement or notice from OneAssist to Customer will be deemed as served within 48 hours of posting by ordinary mail or earlier as the case may be.
- 18.16 Customer agrees that it shall be its responsibility to be aware of the Contract and the changes therein. Ignorance if any shall be the total responsibility of the Customer.
- 18.17 The Customer understands that the Services have been subscribed on his/her own name and name change in any circumstances is not permitted.
- 18.18 Customer shall not assign any right or interest or delegate any obligation arising herein to any person without OneAssist's prior written consent.
- 18.19 The Customer is solely responsible for any unauthorized transfer/change in ownership of the Product/Equipment.
- 18.20 Customer shall return the standby/loan spare parts, if any provided by OneAssist on or before OneAssist returning the original set/Spares to the Customer.

## **19. EXCLUSIONS APPLICABLE UNDER THE CONTRACT**

- 19.1 Any problems or defects not covered by manufacturer's warranty.
- 19.2 Service of products which are not supported by valid Proof of Purchase by customer shall not be admissible under the policy.
- 19.3 Non-operating and cosmetic damage to the Product, such as damage to paintwork, Product finish, dents or scratches.
- 19.4 Accessories used in or with the Product including but not limited to remote, batteries, USB/HDMI cable and replacement of any consumable item or accessory
- 19.5 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.
- 19.6 Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modifications and descaling
- 19.7 Repair of the product due to accident, misuse, abuse, neglect, or improper maintenance.
- 19.8 Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modifications and descaling
- 19.9 Damage resulting from power outage, power surges or drips, fluctuating voltage, inadequate or improper voltage or current
- 19.10 Replacement of any consumable item or accessory. These include, but are not limited to plugs, fuses, light bulbs, light covers, cables, filters, attachment, belts, toner, ribbons, drums, tapes or software, and add-on options incorporated in a product for which the service contract was purchased.
- 19.11 Damage caused by unauthorised modification, alteration, adjustment, repair, service or installation by unauthorised personnel is not covered. Such unauthorised repair or replacement of covered products shall result in the cancellation of this insured unit.

- 19.12 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.
- 19.13 Reception or transmission problems resulting from external causes.
- 19.14 Problems or defects caused by unauthorized modifications/repairs or failure to follow the manufacturer's operating manual and as specified in the warranty card.
- 19.15 Any Incidental Costs arising from being unable to use the Product or from damage which results from the Breakdown of the Product.
- 19.16 Damage/failure caused before or during Transportation or Product delivery.
- 19.17 Service of product on which the Manufacturer's label or logo, rating label or Serial number have been defaced or removed.
- 19.18 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 insured unit shall be recoverable hereunder.
- 19.19 Service on third party products or software not supplied/authorized by the Manufacturer that may be installed in or used in connection with the product.
- 19.20 Use of accessories not approved by the manufacturer, incorrect electrical leads or connection.
- 19.21 Replacement or fixes of unauthorised software not installed by respective brand/company.
- 19.22 Failure due to physical damages, improper site conditions, rain or weather conditions, and liquid spillage.
- 19.23 Breakdown caused by computer virus or realignments to the product.
- 19.24 Commercial usage of appliances in cases where service contract is of retail nature
- 19.25 Damage/failure caused before or during product delivery.
- 19.26 Any consequential or incidental damages arising from the use or loss of use of the Product.
- 19.27 The cost of repairing, restoring computer software.
- 19.28 Loss of data, software or any other information.

## **20. ONEASSIST SERVICE ASSURANCE FOR QUALIFYING BRANDS**

- 20.1 In the event of your product requiring repair, OneAssist will undertake to get your product repaired.
- 20.2 Every time your appliance breaks down, OneAssist will repair it as per the terms herein and automatically restore your appliance's protection cover back to its full for the remaining period of your Extended Warranty term.
- 20.3 Subject to the other terms and conditions mentioned in this document, OneAssist provides committed timelines for repairs of products. In the event that your product requires repairs, OneAssist will get the repairs carried out within a period of 10 working days (15 for TV) from the date of registering a request with OneAssist. If OneAssist is unable to get your product repaired within the time period specified above from the date of registering a request, you will be eligible to receive a replacement product or a settlement amount reflecting prevailing market value of your product post applicable depreciation at the sole discretion of OneAssist, provided that:
  - a) There is no delay in providing access to the product to us when we request you to provide such access to us for repairs; any delay in providing access to the product will extend the commitment by the delayed period.
  - b) You are able to provide the correct documentation to us on time when we request you for it; any delay in handing over the correct documentation to us will extend the commitment by the delayed period.

c) You respond within reasonable time to request(s) for any relevant information regarding the product or to any other information sought by us to process your request quickly; any delay in responding to us in a timely manner will extend the commitment by the delayed period.

20.4 At times, unforeseen events disrupt the supply of spare parts for an extended period of time, or manufacturing brands at times are unable to provide spare parts due unforeseen circumstances in their operations. While OneAssist will make all efforts to provide a resolution in the committed timelines, the Service Timeline will not apply when spare parts supply is disrupted due to events over which OneAssist has no control especially when those events disrupt global supply chains. However, OneAssist shall inform you of any such delay and provide you confirmation from the brands or its authorized representatives on the delay.

20.5 Remote controls are explicitly not covered under EW PRO+.

## 21. TERMS OF REPLACEMENT

21.1 If we offer to replace your product due to any reasons, we will offer you a replacement product or a monetary settlement amount

21.2 In case of Monetary Settlement, the amount settled will reflect the prevailing market value of the product post applicable depreciation (see below schedule for depreciation percentage). In case of Televisions an additional 5% depreciation would be deducted. Salvage amount deduction (3% of Sum Insured) will be done on All Monetary Settlement Claims

### 21.3 Depreciation

Depreciation will be applied on the Sum Insured as follows:

Time	Depreciation
1st year of Extended Warranty	15%
2nd year of Extended Warranty	30%

If we compensate you as above, all our obligations under this contract will be deemed fulfilled and there will no longer be any coverage under the plan.

## 22. CHARGES AND PAYMENT

22.1 Customer shall make payment of all charges in advance at the time of subscribing for the Services.

22.2 For Services to be provided by OneAssist for repair/replacement necessitated by non-covered breakdowns, Customer shall forthwith make payments towards cash receipt or invoice raised by OneAssist or its Authorized representative.

22.3 Charges payable by the Customer are exclusive of taxes, duties or levies unless expressly stated to the contrary.

22.4 If due to any reasons the Product is replaced by the original manufacturer with a Product of different size /capacity/model/brand but of the same product category, Customer shall be responsible to make payment of differential amounts to OneAssist for increase in the charges due to change in the Products/Equipment.

22.5 OneAssist shall however, not be responsible for refunding any money to the Customer if replacement of the Product/Equipment by the original manufacturer with a Product/Equipment of different size/capacity/model/brand but of the same product category leads to reduction in the charges for Services.

22.6 Charges payable for accessories used for Re-installation, will have to be borne by the customer.

### 23. GOVERNING LAW & JURISDICTION

23.1 The validity, construction and performances of terms herein shall be governed by and interpreted in accordance with the laws of the Republic of India,

23.2 The parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the competent Courts in Mumbai with regard to any matter or dispute arising hereto or any other documents that may be executed by the parties hereto.

### 24. LIMITATION OF LIABILITY

24.1 OneAssist shall not be liable to the customer for any damages resulting from or related to any services performed by OneAssist hereunder, including, but not limited to, any loss of data or software, inability of OneAssist to correct any errors, malfunctions and defects in the product/equipment/hardware/software delay of OneAssist in performing any services hereunder.

24.2 In no event, shall OneAssist be liable to the customer for any indirect, special, or consequential damages or lost profits arising out of or related to services provided by the OneAssist under this contract, even if OneAssist has been advised of the possibility thereof, or knew or should have known thereof.

24.3 The maximum liability of OneAssist for each incidence shall not be greater than the invoice value of the appliance in any case whatsoever.

### 25. TERMINATION

25.1 In addition to the typical termination that exists in OneAssist EW PRO+ T&C, the Plan will be terminated in the following scenarios:

- a) At the closing hours of the coverage end date.
- b) We replace your product or offer you a monetary settlement in lieu of the same.

Whichever happens earlier.

### 26. CLAIM PROCESS

26.1 You are required to intimate about the loss to OneAssist within 7 calendar days of its occurrence beyond which the request is liable to be rejected.

26.2 You should file a claim using OneAssist Mobile App(s) or by logging onto our website.

26.3 You should fill in the required details detailing the issue that you are facing.

26.4 You must upload a copy of the purchase invoice for the product in question, if not already done.

26.5 Depending upon your product and/or the nature of issue faced by you, you may be asked to follow some trouble shooting steps before registering a service request. Please follow the troubleshooting steps before registering the request.

26.6 In case you have trouble requesting a service, please call us on 1800-123-3330 (toll-free) and we will be happy to guide you.

### 27. MISCELLANEOUS

27.1 The marketing brochures are meant purely for educating customers about the features and terms of Extended Warranty Pro+ and they have no commercial value.

27.2 This Agreement is the complete and exclusive agreement between issuer of Extended Warranty Pro+ i.e. OneAssist Consumer Solutions Private Limited and Customer relating to the subject matter hereof. Any statements or representations made by resellers, ASPs or others that are inconsistent with this Agreement shall not be binding upon us.