

## STANDARD TERMS AND CONDITIONS

### 1 DEFINITIONS

- 1.1 **“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 Total Fee.
- 1.2 **“Insurance Fee”** shall mean the premium payable to the Insurer in order to provide the add-on group insurance benefit to the Customer. It is clarified that the Insurance Fee shall be for the purposes of providing the add-on benefit and is provided at cost/actual
- 1.3 **“Insurer”** shall mean the third party insurance provider as OneAssist may partner with from time to time for the add-on benefit as may be applicable to the various Plans.
- 1.4 **“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 by way any of the following:
- a. Spouse
  - b. Siblings
  - c. Parent – Child
  - d. Grandparent – Grandchild
- Subject to both the members fulfilling the conditions necessary for a OneAssist membership
- 1.5 **“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.
- 1.6 **“Plan(s)”** shall mean the either or all of the products/ services package offered by OneAssist from time to time, which products/services may have add on components or features.
- 1.7 **“Plan Fee”** shall mean the fees charged by OneAssist (exclusive of group insurance costs) from time to time for the Plan(s) availed of by the Customer and set out in the respective Plan Terms.
- 1.8 **“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).
- 1.9 **“Service Partner”** means any third party service provider affiliated with OneAssist.
- 1.10 **“Total Fee”** shall mean the sum of the Plan Fee and the Insurance Fee, as applicable. The Total Fee is exclusive of applicable taxes and levies.

### 2 PURPOSE

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

- 2.2 These general terms and conditions define the framework and the respective obligations of the parties. Specific terms and conditions relating to the specific Plan(s) that has been availed or subscribed to by the Customer supplementing or derogating from these general terms and conditions may be agreed to in the Plan Terms in writing which shall be annexed to this Terms.

- 2.3 Customer acknowledges the receipt of the Terms and the Plan Terms, as applicable and agrees to be fully bound by the Terms and the relevant Plan Terms. In the event, the Customer avails of any benefit under any of the Plan Terms or lodges a claim within the term of the Policy, the Customer shall deemed to have accepted the Terms unconditionally.

### 3 CUSTOMER CONSENTS AND CONFIRMATIONS

- 3.1 Further, the Customer has and hereby consents to the use of the Personal Information by OneAssist for the purposes of providing the various services under the Plan(s) offered by OneAssist. OneAssist respects the privacy of the Customer and the confidentiality of Customer’s Personal Information so collected by OneAssist by itself or on its behalf and shall take all reasonable steps to protect it and maintain its confidentiality.

- 3.2 The Customer also hereby consents to the Personal Information being disclosed by OneAssist to any third party including any insurer, Service Partner of OneAssist who will be either providing the add-on insurance or other benefit and/or services on each of the Plan(s) for the purposes of fulfillment of the services or if required by law..

- 3.3 The Customer expressly and without limitation, consents to OneAssist or its service partners recording phone calls between the Customer and OneAssist on the helpline numbers set out in the relevant Plan Terms in order for OneAssist to *inter alia* (i) provide a record of the instructions received from the Customer and to share the same with the Service Partners, if required, (ii) allow itself or its service partners to monitor quality standards, (iii) training purposes, and (iv) meet legal and regulatory requirements.

- 3.4 The Customer acknowledges that OneAssist has the sole right to vary the features/benefits under the Plan(s) or the Plans or the amount or rate of the Total Fee or part thereof, from time to time.

- 3.5 The Customer hereby provides his/her consent to OneAssist for appointing agents to collect amounts payable to OneAssist, as may be considered necessary in the sole discretion of OneAssist and which shall be at the sole risk and cost of the Customer.

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

- 3.7 The Customer hereby consents to OneAssist identifying any service providers and/or products that may be of some interest to the Customer.

**4 TOTAL FEES/CHARGES**

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

**5 SERVICING OF CLAIMS**

- 5.1 The Customer acknowledges and understands that claim or payment of any benefit covered by an add-on group insurance cover shall be at the sole discretion of the Insurer and OneAssist shall only provide assistance in facilitation of the claim by liaising with the Insurer.
- 5.2 Any claims made by the Customer under these Terms and Plan Terms shall be subject to the following:
  - a) The Customer having met and complied with the Terms and the Plan Terms (as applicable). This also applies to terms and conditions set out herein and any others which may be added to the Terms and/or the Plan Terms and communicated to the Customer at a later date;
  - b) The Customer having provided OneAssist with full and accurate information in connection with the coverage, as applicable;
  - c) The Customer having acted in a bona fide manner to make a claim;
  - d) The Customer having complied with the requirements of the Insurer for the purposes of processing the claim, may be required from time to time].
    - i. Claim form duly filled & signed by the Customer; and
    - ii. F.I.R. or intimation copy issued by the police; and
    - iii. Any other document as may be required by the respective Insurer.

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

**6 CANCELLATIONS/ RENEWAL/TERMINATION**

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

- 6.2 OneAssist will cancel the 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 The Plan(s) will be on an automatic renewal basis unless cancelled and OneAssist will collect the Total Fee for renewal of the Plan(s) at the start of each year/term from the card that the Customer has shared with OneAssist for effecting payment. In case OneAssist is not able to collect payment from this card, it will collect the Customer’s payments from any other Card the Customer may have registered with OneAssist. The membership renewal allows the Customer the same cancellation terms as the existing Plan.

- 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 Total Fee based on the grid mentioned below, provided however, that if the Customer has lodged a claim or availed of any benefit under any of the Plan Terms any time during the term of the plan, no refund will be available.

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

The above refund percentage is on Total Fee. The refund of Service Tax charged at the time of purchase would also be subject to the above mentioned grid.

**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. The Customer has also understood the chargeability of the Total Fee for the Plan(s) availed of (and the add on group insurance benefit, as applicable) and the basis of such charges and confirms that he/she has understood and agreed that the Insurance Fee payable for the add-on group insurance feature is identified separately and no fees or commission is being charged thereon in the Insurance Fee.

9.4 The Customer undertakes and covenants that he/she shall not use make use of the Plan(s) to or in the course of usage of the Plan(s), upload, display, publish, update, disseminate or transmit content or information that:

- a) belongs to another person and to which the user does not have any right to or which is confidential;
- b) is an impersonation of another person, grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, 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 Total Fee.

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

## 11 INDEMNITY

11.1 The Customer hereby agrees to defend, indemnify and hold OneAssist and its officers, directors, employees and subcontractors harmless from any and all losses, damages, liabilities, verdicts, settlements, judgments, costs, and expenses (including reasonable attorneys' fees) incurred by OneAssist or its officers or employees arising out of:

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

11.2 This indemnity will survive the termination of the Terms and/or the Plan Terms and is in addition to and not in substitution of the other remedies and rights that OneAssist may have, either at law in the Terms and/or the Plan Terms

## 12 NOTICES

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

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

## 13 MISCELLANEOUS

- 13.1 The Terms will inure to the benefit of the legal successors of OneAssist. Other than as stated above, no assignment of the Terms is possible.
- 13.2 OneAssist will not incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, bandhs, riots, acts of war, natural disaster, fire and explosions, or any other events reasonably beyond the control of either party.
- 13.3 OneAssist reserves the right to amend the Terms and/or the Plan Terms and/or the features or pricing of the Plans. Upon such amendment such terms will become applicable immediately and will be intimated to the Customer in due course. If the Customer does not accept the amendment of the Terms and/or the Plan Terms, he shall have the right to terminate Terms and the Plan Terms with appropriate notice as may be specified in Clause 6. The alteration of the Terms and/or the Plan Terms shall be deemed accepted where the Customer continues to use the service one (1) month after the amendment has taken effect.
- 13.4 The Terms alongwith the relevant Plan Terms constitutes the entire agreement between the parties with respect and in relation to the Plan (including any modification or amendment thereto) subscribed or availed of by the Customer and supersedes all previous communications, representations, understandings and agreements, either oral or written.
- 13.5 The Agreement shall be governed by the laws of the Republic of India.
- 13.6 All disputes arising in connection with the Terms and/or the respective Plan Term(s) shall be finally settled by arbitration pursuant to the rules of the Arbitration and Conciliation Act, 1996, by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language of the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties.