



## STANDARD TERMS AND CONDITIONS

### 1 DEFINITIONS

- 1.1 **“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
- 1.2 **“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.
- 1.3 **“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.
- 1.4 **“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 **“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.
- 1.6 **“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.
- 1.7 **“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).
- 1.8 **“Service Partner”** means any third party service provider affiliated with OneAssist.
- 1.9 **“Total Fee”** shall mean the sum of the Plan Fee and the Insurance Fee, as applicable. The Total Fee is inclusive 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.
- 3.8 The Customer hereby consents to receiving period SMS / email communication from OneAssist of information pertaining to its product features / services.

### 4 TOTAL FEES/CHARGES

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

4.2 The Plan Fee(s) and the Insurance Fee for the respective Plan(s) shall be as more particularly set out in the Plan Terms.

4.3 Activation of the Plan(s) is subject to realization/receipt of the Total Fee.

**5 SERVICING OF CLAIMS**

5.1 The Customer acknowledges and understands that claim or payment of any benefit covered by an add-on group insurance cover shall be at the sole discretion of the Insurer and OneAssist shall only provide assistance in facilitation of the claim by liaising with the Insurer.

5.2 Any claims made by the Customer under these Terms and Plan Terms shall be subject to the following:

- a) The Customer having met and complied with the Terms and the Plan Terms (as applicable). This also applies to terms and conditions set out herein and any others which may be added to the Terms and/or the Plan Terms and communicated to the Customer at a later date;
- b) The Customer having provided OneAssist with full and accurate information in connection with the coverage, as applicable;
- c) The Customer having acted in a bona fide manner to make a claim;
- d) The Customer having complied with the requirements of the Insurer for the purposes of processing the claim, may be required from time to time].
  - 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 Plan if the Customer has at any time:

- a) Agreed to help any third party to try to fraudulently or dishonestly obtain money from OneAssist or the Insurer; or
- b) Is in violation of applicable law as may be relevant to the use of the Plan(s); or
- c) failed to meet the Terms and/or the Plan Terms, or to act in good faith, openly, honestly and in a *bona fide* manner towards OneAssist or the Insurer including by providing false or inaccurate information; and
- 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. After the expiry of the Free Look-In Period, for any cancellation by the Customer, OneAssist will not refund the Plan Fee. However, if the Customer has lodged a claim or availed of any benefit under any of the Plan Terms at any time during the Free Look-In Period, no refund will be available.

Period	Refund Percentage
0-30 Days	100%
Above 30 Days	No Refund

The above refund percentage is on Plan Fee.

**7 CONFIDENTIALITY**

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

**8 REPRESENTATIONS AND WARRANTIES**

8.1 The Customer represents that he/she is completed the age of 18 years and is a 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:
- belongs to another person and to which the user does not have any right to or which is confidential;
  - 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;
  - harm minors in any way;
  - infringes any patent, trademark, copyright or other proprietary rights;
  - deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
  - 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:
- 11.2 any wrongful act or omission of the Customer in relation to the usage of the Plan(s);
- 11.3 any willful misconduct, gross negligence or fraud by the Customer;
- 11.4 any failure of the Customer to comply with the applicable law;
- 11.5 any breach of the representations, warranties, obligations and covenants of the Customer or a default of the Customer's obligations; and
- 11.6 any third party claims arising out of the Customer's use of the Plan(s).
- 11.7 This indemnity will survive the termination of the Terms and/or the Plan Terms and is in addition to and not in substitution of the other remedies and rights that OneAssist may have, either at law in the Terms and/or the Plan Terms

## 12 NOTICES

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

### OneAssist Consumer Solutions Pvt Ltd

P O Box No. 7417, J B Nagar Post Office  
J B Nagar, Andheri (E)  
Mumbai – 400059

## 13 MISCELLANEOUS

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

- 13.3 OneAssist reserves the right to amend the Terms and/or the Plan Terms and/or the features or pricing of the Plans. Upon such amendment such terms will become applicable immediately and will be intimated to the Customer in due course. If the Customer does not accept the amendment of the Terms and/or the Plan Terms, he shall have the right to terminate Terms and the Plan Terms with appropriate notice as may be specified in Clause 6. The alteration of the Terms and/or the Plan Terms shall be deemed accepted where the Customer continues to use the service one (1) month after the amendment has taken effect.
- 13.4 The Terms along with the relevant Plan Terms constitutes the entire agreement between the parties with respect and in relation to the Plan (including any modification or amendment thereto) subscribed or availed of by the Customer and supersedes all previous communications, representations, understandings and agreements, either oral or written.
- 13.5 The Agreement shall be governed by the laws of the Republic of India.
- 13.6 All disputes arising in connection with the Terms and/or the respective Plan Term(s) shall be finally settled by arbitration pursuant to the rules of the Arbitration and Conciliation Act, 1996, by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language of the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties.

**OneAssist Protection Plan for Kindle (SERVICE DESCRIPTION AND TERMS & CONDITIONS)**

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

Following are the plans offered under Kindle protection plans:

- A. OneAssist Protection Plan for Kindle- 1 year**
- 24X7 Call center Assistance
  - Dedicated Claim Desk
  - Device Accidental/Liquid Damage Protection
  - Electrical and Mechanical Damage protection
  - Device pick up and Drop Service
  - Cashless Repair service
- B. OneAssist Protection Plan for Kindle- 2 years**
- 24X7 Call center Assistance
  - Dedicated Claim Desk
  - Device Accidental/Liquid Damage Protection
  - Electrical and Mechanical Damage protection
  - Extended Warranty Protection for 2<sup>nd</sup> Year
  - Device pick up and Drop Service
  - Cashless Repair service

**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.

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

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

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

**2. Plan Features**

**A. Device Insurance Cover:**

OneAssist as a Group Manager on behalf of its customers has arranged an Insurance cover with a leading insurance company. The Policy shall be valid for a period of 12 months or 24 Months as per the plans selected from your membership date subject to the terms mentioned below. OneAssist is only the holder of the policy and you shall be the beneficiary in the event of a claim. It may be noted that OneAssist shall only facilitate the registering and processing of the claim with the Insurance Company.

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

**INSURED EQUIPMENT:**

Kindle Device provided by OneAssist which is declared for Insurance and insured with the Insurance Company for a period of 12 months or 24 Months from the date of OneAssist membership.

Kindle Device up to maximum of 60 Days from date of device purchase will be covered under this policy

**SPECIAL CONDITION –**

Kindle Bought in India with Valid Invoice will be applicable under this program

**Extended Warranty**

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

**Accidental damage / Liquid damage/Electrical and Mechanical Damage:**

Accidental damage, Liquid Damage and Electrical and Mechanical 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:**

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

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

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

In the event of **partial Damage 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 prorata 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 device shall stop forthwith.

Policy is not transferable however in case of change of device during the policy tenure by the customer cover shall be extended to the new device for the remaining tenure provided no claim on current registered device. Customer shall be responsible for notifying the same to OneAssist within 3 days of such change. OneAssist shall further notify the insurance company within 4 days, thereby, ensuring, that the insurance company has been notified of such change within 7 days of purchase of new device. Cover for Old device will be terminated. All other terms applicable as per the Policy shall continue on the new Device. Transfer of cover to the new device will not be effected in case of failure to notify such change of IMEI/Serial Number by the customer to OneAssist / insurance company within 7 days.

**Insured and Beneficiary:**

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

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

**Geographic limit – Worldwide**

Devices purchased abroad stand excluded

**Basis of loss settlement:**

Claim will be settled on maximum capping of 50% calculated on Invoice Value. In case of 2 year plan if the claim is under Extended Warranty norms depreciation of 50% will be applicable.

**Excess:**

Compulsory deductible is of Rs. 250/- in case of each and every loss where the Purchase Invoice is available and produced at the time of claim.

**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; or Rs. 250/- shall be deducted from claim amount

**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.

**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) Serial no.
- b) Make and model of the Device
- c) Invoice value
- d) Invoice date
- e) Device Images

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 device may be declined by the Insurance Company at its discretion. **OneAssist may at its discretion require photo images of the device to be submitted by the customer at the time of creation of OneAssist membership and may cancel the membership and reject the claim in absence of required photo Images.**

**EXCLUDED PERILS**

**Fire /Accidental damage / Liquid damage/Electrical and Mechanical Damages:**

1. Loss or damage to the Gadget due to mysterious circumstances / disappearance or unexplained reasons.
2. Loss of Gadget resulting from or caused by theft, or attempted theft from unlocked vehicles or rooms.
3. Fraud or criminal activity on the part of the Insured and the Customer.
4. Claim on gadget during the hire or loan of the insured gadget to a third party.
5. Loss resulting from detention or confiscation by customs or other Government or public authorities.
6. Any failure of the Gadget to operate as a result of problems with respect to the network infrastructure, Customer's network subscription or similar service issues.
7. Loss of or Damage to the Gadget that is registered in the name of a Corporate Entity, unless a nominee has been appointed by them as a Bonafide user.
8. Loss arising due to any unlawful act or illegal activities including criminal acts, or acts of war or the handset is used with permission of the Bonafide Customer having knowledge of such acts.
9. Consequential loss of any kind or description.
10. Loss or damage caused by incorrect storage, poor maintenance, wilful negligence, incorrect installation, incorrect set-up, Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and / or the agents of makers/manufacturers or use of such property contrary to the directives of the makers/manufacturers and/or this agents unless the authorised Service Centre representative would confirm otherwise with due substantiation.
11. Loss or damage as a result of attack by unauthorised software/virus, software faults and manufacturing defect owing to which a gadget fails to operate.
12. Loss or damage that is covered by a supplier, dealer or factory warranty.
13. Any loss if the ownership of the gadget is transferred unless otherwise provisioned for in the policy.
14. Any consequence arising from War, War lime operations (whether War declared or not) , Act of Foreign Enemy, Hostilities, Civil War, Rebellion, Insurrection, Civil Commotion, Military usurped power, Seizure, Capture, Confiscation, Arrest. Restraints and or Detainment by order of any Government or any other Authority.
15. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radioactive or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.
16. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials, Wear and tear, moth, vermin or gradual deterioration, inherent defect or from any process of cleaning or repairing or renovating or maintenance.
17. Any type of self-repair or attempted self-repair.
18. Mechanical or Electrical Breakdown or electronic derangement or malfunction unless caused by an external accidental means or liquid damage.
19. Intentional overloading of the instrument. Loss or damage due to any experiments or tests and/or alterations resulting into any abnormal conditions.
20. Cost of Replacement of Battery unless caused by an accidental or liquid damage to the Gadget.
21. Any damage or loss occasioned from any water borne craft, unless such damage is caused by the accidental ingress of liquid/water, and if the Customer has taken reasonable care to protect the Gadget from damage.
22. Any loss of or damage to the SIM card / memory card unless caused by an insured peril.
23. Loss or damage to accessories unless they are attached to the Gadget.
24. Internal leakage of the battery, unless caused by an insured peril. Theft or Damage occurred while the Gadget is situated outside India providing the Customer is a Non Resident Indian.
25. Any instance where you are not a resident of India at the time that the Theft or Damage occurred.
26. Any type of SIM / airtime misuse or consequential loss thereof.
27. Any loss the insured may suffer or incur any cost due to:
  - Damage to or Theft of, or costs or charges, when repairing or replacing aerials or battery chargers where these items are the only part of the gadget that have been Damaged or stolen;
  - Any Damage or Theft caused by any deliberate act or negligence by the Insured Member(s), their employees or any person using the gadget with their permission;
  - Costs or charges when replacing car kits or car Devices and other accessories which can no longer be used with the gadget;
  - Costs involved in returning the gadget for repair, or collecting the gadget once it has been repaired;
  - Costs caused by the gadget being routinely serviced, inspected, adjusted or cleaned;
28. Any loss related to indemnification for the Value added services

29. 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
30. 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
31. Scratching, denting. Cracking is excluded unless caused by accidental external means
32. Loss or damage due to theft or attempted
33. 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

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/Electrical & Mechanical Damages:** This refers to loss to customer's Kindle device due to accidental / liquid /Electrical and Mechanical Damages

**Scenario 1- Doorstep service:**

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

**City name:** This service is limited to the following cities:

Mumbai, Thane, Kalyan-Dombivali, Navi Mumbai, Bangalore, Hyderabad, Secundrabad, Chennai, Delhi, Gurgaon, Noida, Ghaziabad and Faridabad.

**Pre-requisite for claim processing:**

1. Claim form
2. Images of damaged device with clear image of serial no.
3. Payment of differential between estimate amount and claim approval amount (if any)
4. ID proof of Mobile purchaser

**Process flow:**

- a. In case of damage to the device, Customer is required to call OneAssist call center on toll free no. **1800407333333** within 48 hours of discovering the device
- b. OneAssist team registers the service request and sends copies of claim form and related documentation to the customer over email
- c. 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/ device with clear image showing the device SERIAL NO. details within 48 hours of registering the claim

- d. 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 device from the Customer, otherwise, OneAssist will inform customer about deficiencies in the documentation which will have to be rectified by the customer
- e. Service Partner will fix an appointment with the customer for collecting the damaged device, original claim documents including discharge voucher (refer list above) and the amount of deductible as applicable within 48 hours of submitting scanned images to OneAssist. It is important to note that only on receipt of all complete original documents including amount payable by the Customer, claim process will be taken forward
- f. Service Partner will submit the device at the service center for repairs; get an estimate for repairs along with the tentative timelines for repairs with 48 hours of submitting device to the service center
- g. On receipt of approval from the Insurance Company, OneAssist will communicate the amount of approval to the customer:
  - i. If the amount of approval is lower than the estimate amount, OneAssist will take an approval from the customer on a recorded line. If the customer accepts to pay the differential amount (ie Estimate amount less Claim approval amount) then OneAssist will instruct its Service Partner to collect the amount from the customer along with any pending documents. On confirmation of receipt of money to the Service Partner's account, OneAssist will instruct the repair center to repair the damaged device of the customer
  - ii. If the customer does not agree to pay the differential amount, then OneAssist will hand over the device to the customer without repairing the same.
- h. If the repair estimate is more than Rs. 10,000/-, 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 device by the service center, OneAssist will instruct its Service Partner to collect the same from the repair center and deliver it to the customer with an acknowledgement from the customer

**Scenario 2 – Mail in Process:**

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

**Locations covered:** Other than locations covered under Doorstep service

**Pre-requisite for claim processing:**

1. Claim form
2. Images of damaged device with clear image of serial no.
3. Payment of differential between estimate amount and claim approval amount (if any)
4. ID proof of Mobile purchaser

**Process flow:**

- a. In case of damage to the device, Customer is required to call OneAssist call center on toll free no. 1800407333333 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
- c. Customer is required to submit scanned copy of claim form duly filled up and signed by the customer along with 4 images of the broken/ damaged device with clear image showing the device serial no. details within 48 hours of registering the claim
- d. OneAssist will verify the documents received from the Customer and if the same are in order will trigger request to its Service Partner for arranging a pre-addressed and pre-paid pick-up box to be sent to the customer, otherwise, OneAssist will intimate customer about deficiencies in the documentation which will have to be rectified by the customer
- e. Service Partner will fix an appointment with the customer for delivering the pick-up box; customer will pack the damaged device in the box and handover the box, the original claim documents including discharge voucher (refer list above), 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
- f. Service Partner will submit the device at the service center for repairs; get an estimate for repairs along with the tentative timelines for repairs with 48 hours of submitting device to the service center
- g. On receipt of approval from the Insurance Company, OneAssist will communicate the amount of approval to the customer:
  - i. If the amount of approval is lower than the estimate amount, OneAssist will take an approval from the customer on a recorded line. If the customer accepts to pay the differential amount (ie Estimate amount less Claim approval amount) then OneAssist will instruct its Service Partner to collect the amount from the customer along with any pending documents. On confirmation of receipt of money to the Service Partner's account, OneAssist will instruct the repair centre to repair the damaged device of the customer
  - ii. If the customer does not agree to pay the differential amount, then OneAssist will hand over the device to the customer without repairing the same

- h. If the repair estimate is more than Rs. 10,000/-, 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 device, 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

**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. In the event of Theft or Burglary, Beneficiary to report the incident to the police within 24 hours from the time of such incident. If the Beneficiary is travelling, the Theft/Robbery must be notified to the local police authority in writing as soon as practically possible. The report must be duly acknowledged by the police authority concerned.
8. The Customer shall produce for the Insurer's examination all pertinent documents at such reasonable times and shall co-operate with the Insurer in all matters pertaining to any Claims. Failure to comply with this condition may prejudice the Claim. Filing a false or a fraudulent Claim will invalidate the Claim and result in the Insurer rejecting the Claim and any other action deemed fit.
9. The Customer shall forward to the Insurer original receipts of purchase, if available, acknowledgement from the police or any other proof whether written or otherwise to support the Claim within fifteen (15) days from the date of notification of a Claim as stated in above clause.
10. Subject to receipt of all the required documents in original from the Beneficiary, the Policy Holder shall forward to the Insurer such documents within fifteen (15) days from the date of receipt of intimation from the Insurer of the acceptance/rejection of the Claim.
11. All documents, affidavit information and evidence, as are to be provided by the Beneficiary under the Claim Form, must be provided at the Beneficiary's expense in the form and nature required in the Claim Form.

ALL COMPLETED CLAIM DOCUMENTS TO BE SUBMITTED WITH IN 15 DAYS

**Conditions:**



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

**NOTICES:**

All notices required to be given by the Customer to OneAssist must be in writing, addressed to OneAssist and no alteration in the terms of the Policy or any endorsement thereon will be held valid unless the same is signed or initialled by an authorized representative of the Insurer.

**DUTY OF THE CUSTOMER:**

The Customer shall take all reasonable precautions for the safety and protection of the insured Gadget at all times as if the Gadget was uninsured.

**DISPUTES & JURISDICTION:**

Any disputes or differences under this policy shall be subject to the exclusive jurisdiction of Courts in Mumbai, India.

**INTEREST:** No sums payable under this policy shall carry interest other than that is permitted by the IRDA Policy Holders Protection Regulations. .

**OBSERVANCE OF TERMS & CONDITIONS:**

The due observance and fulfilment of the terms and conditions and endorsements of this policy in so far as they are relating to anything to be done or complied with by the insured shall be condition precedent to any liability of the insurer to make any payment of the policy only.