

## **Across Assist Protect – Extended Warranty Protection Plan**

The services provided under the Assistance are as under: -

General Terms & Conditions:

**General Definitions: Domestic Electrical /Electronic Products:** Includes Products such as Colour Televisions, Washing Machines, Refrigerator, Air Conditioners, Microwave Ovens or any other product that may be included from time to time. **Product /Products:** The Products should be for domestic & Personal use only. Products used for commercial, rental or profit generation purposes excluding computing products for small offices/home use only. **Official Channels:** Manufacturer, Manufacturers subsidiary company, Authorized Dealer, Distributor, Reseller, appointed by the manufacturer or its subsidiary located in India. **Normal Operating Conditions:** Ability of the product to perform its specified functions subject to the acceptable level of change in performance due to ageing or climatic conditions. The acceptable level of change will be as per the manufacturer's specification.

**Normal use:** Use of the product in accordance with the manufacturers guidelines for product usage including but not limited to regular maintenance and upkeep of the product, usage of specified protection devices such as voltage stabilizer.

**Breakdown:** It means the mechanical and/or electrical defects and/or failure of a product that cause it to not function in its intended manner.

**Covered Breakdown:** Breakdown covered by the manufacturer's warranty /Guarantee during the Manufacturer's warranty/Guarantee period. The covered breakdown will vary for each product in accordance with the manufacturer's warranty /Guarantee for the said product.

**Carry-in basis:** The product has to be carried /transported to the designated repair centre by you at your cost.

**In Home basis:** The repair technician will visit the premises where the product has been installed to provide the repair service.

**Manufacturer's Warranty/Guarantee:** The original warranty /guarantee given by the respective manufacturers in respect of a product. **Manufacturer's Warranty Period /Guarantee period:** The uninterrupted period of the manufacturer's warranty/Guarantee cover as slated on the original official Manufacturer's Warranty /Guarantee Certificate or publication.

We, Us, our: Across Assist Private Limited with an office (corporate office) located at the address, First Floor, Plot No 91, Sector 44, Gurgaon, Haryana 122003.

You, Your: The service Contract holder. This service contract is between you, the service contract holder and us (herein referred to as the "company"). Your original invoice and the extended warranty card based on the information provided by you form the contract between you and us. Your original invoice, the information provided by you and this service contract booklet form the contract between you & us. In consideration of the service contract fees paid by you, we will provide the cost of repair for the covered breakdown of your Domestic Electrical/Electronic product as mentioned in the service contract, during the period of service contract, subject to the terms and conditions, exception & limitation contained herein or endorsed hereupon in future. Service Contract benefits Mechanical and electrical breakdown to the extent provided by the manufacturer's warranty for Domestic Electrical /Electronic products manufactured in India or is legally imported in India & sold through official channels supported by an invoice & manufacturer's warranty/Guarantee. The extended warranty cover commences on expiration of the manufacturer's warranty/guarantee period and is for a period mentioned in the "service contract details" section of this service contract. Any Product failure arising before the

commencement of the service contract period during the manufacturer's warranty/guarantee period or after the expiration of the service contract period will not be covered by this service contract.

### **Products covered**

This Service contract covers specific models of newly purchased Domestic Electrical/Electronic products and other products that we include from time to time. For the complete and updated list of products & models covered please call us on 0120-4501429

### **What we cover**

Across Assist covers all cities across India, including all brands. Covers all defects that are considered under manufacturer's warranty. Extended Warranty can only be availed on products having a manufacturer warranty of 1 year/2years. Panel warranty from brand is not considered as manufacturer warranty.

The company will cover all defects that are covered under the manufacturer's warranty period for an additional 1 year, 2 years or 3 years (whichever applicable) after expiry of manufacturer's warranty period. The service contract will cover costs incurred as a result of a manufacturing defect or mechanical, electrical or functional breakdown to the Product occurring during the Period of Extended Warranty. The Extended Warranty period shall begin at the end of the manufacturer's warranty and shall be valid for a continuous period of 1 year / 2 years/ 3 years thereafter, as the case may be. The company will organize for repair to normal operating condition through our network of repair centers or replace at our discretion a covered electrical/electronic product after it has suffered a covered breakdown during normal use. The service contract covers the cost of parts and labour for all the products on a carry-in basis and calls out charges for In-home service (where applicable) on certain non- portable products. You will be advised which coverage is provided when you report the failure/claim. Original supplied remote controls, if covered and shown in the certificate, are also covered as above on carry-in basis only. If a repair will cost more than the purchase of a replacement, we have the right to replace the product with a new equivalent model with similar specification, not to exceed the original purchase price you paid for the product. Should a replacement model not be available, you will be given a monetary refund not exceeding the original purchase price of the insured product. The decision is at our sole discretion. In the event of product replacement or monetary refund, this coverage under the service contract will prematurely terminate with no refund of fee & the product becomes our property. If there is a delay in getting the unit rectified in a maximum duration of 14 working days, then we have the right to replace the unit with the same model or equivalent model with similar specification, not to exceed the original purchase price you paid for the product should a replacement model not available, you will be given a monetary refund not exceeding the purchase price of the insured product. The decision is at our sole discretion. This replacement clause is applicable only in selected cities in India namely Delhi, Mumbai, Kolkata, Chennai, Bangalore, Hyderabad, Pune, Ahmedabad, Noida & Gurgaon. "We are not responsible for any consequential or incidental damages arising from the use or loss of use of the product. Your statutory rights are unaffected."

This contract is valid only in India on products which are purchased and repaired within India.

## **Conditions of Cover**

1. The service contract may only be purchased within 180 days of delivery of a covered product and is only valid if

a. The product is manufactured in India or is legally imported in India through official channels supported by an invoice & manufacturer's

warranty/Guarantee period.

b. The product is purchased newly from the manufacturer's authorized dealer/distributor and is supported by a Manufacturer's

Warranty/Guarantee of not less than 12 months and not exceeding 36 months.

c. The product is for domestic and personal use only. Cover is not valid on products intended for commercial, rental or profit generation purposes

excluding computing products for small office/home office use.

d. The product is used in accordance with the manufacturer's guidelines for product usage including but not limited to regular maintenance and

upkeep of the product.

e. Manufacturer's warranty /Guarantee remains valid throughout its validity period.

2. If you do not furnish the necessary documents, we reserve the right to reject service requests.

3. On replacement of the product, the original product shall become our property and shall not be returned to you.

4. We reserve the right to conduct an independent assessment of the product which shall define our liability to entertain the service request.

5. The benefits under the contract are available only to you, the service contract holder, and cannot be transferred.

6. If at the time of a claim, the product is covered in part or full by any other program / insurance we are not liable to pay or contribute more than the ratable proportion of such loss, failure or damage.

7. The benefits under the service contract cannot be transferred or redeemed in cash.

8. Under no circumstances, fees paid for the service contract shall be refunded.

9. If due to any reason, manufacturer replaces the product, the extended warranty period shall remain unchanged. You are also required to present a letter of issuing a new product.

10. We reserve the right to modify terms, coverage, price and assign our rights or terminate the program without any prior notice.

11. In the event of a dispute, our decision shall be final and binding upon. The courts of Delhi shall have exclusive jurisdiction to entertain any matter related to this program.

**What is not covered:**

1. Cost implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee/warranty.
2. Non-Operating or cosmetic damage to the product, such as damage to paintwork, Product finish, dents or scratches.
3. Accessories used in or with the product unless covered under a separate extended warranty service contract (for example, computer software, modem, scanner, printer, charger, data cable, remote control).
4. Normal wear and tear of items not integral to the functioning of the product.
5. Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modifications and descaling.
6. Damage caused by unauthorized repair, theft, burglary and accidents including earthquake, storm and or hurricane, abuse, misuse, sand, water, negligence, fire, flood, lightning, malicious damage, impact, corrosion, battery leakage, acts of God, animal or insect infestation or intrusion.
7. Damage resulting from power outage, power surges or drips, fluctuating voltage, inadequate or improper voltage or current.
8. Cost of removal or reinstallation of the product.
9. Service of the product on which serial number of the product is removed or damaged.
10. 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."
11. Service for software related faults resulting from incorrect software installation or usage, or software viruses, or software inherent bugs.
12. Cost of repair for failure not covered under the service contract.
13. Reception or transmission problems resulting from external causes.

14. Problems or defects not covered under the original Manufacturer's Warranty/Guarantee.
15. Batteries, Internal or external to the product.
16. Breakdown caused by computer virus or realignments to the product.
17. Recalls or modifications to the product.
18. Failure to follow the manufacturer's instructions.
19. Cost arising from incorrect installation, modification or maintenance.
20. Costs if no fault is found with the product.
21. Cost arising from being unable to use the product or from damage which results from the breakdown of the product.
22. Commercial usage except product used in rental property, as identified by the service contract.
23. Damage/failure caused before or during product delivery.
24. Use of batteries, chargers and/or accessories not approved by the manufacturer, incorrect electrical leads or connection.
25. The cost of repairing and restoring computer software.
26. Loss of data, software or any other information.
27. Any defects which are subject to manufacturer's recall or batch failure as confirmed by the manufacturer or which are covered under any other program or reimbursement."
28. We are not responsible for any consequential or incidental damage arising from the use or loss of use of the product. Your statutory rights are unaffected.
29. 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.

## Depreciation Matrix

The standard depreciation matrix applicable for this Plan is as below:

Depreciation Schedule	
Months	Depreciation
0-3 months	5% of the invoice value
3- 6 months	15% of the invoice value
6-12 months	25% of the invoice value
12-18 months	35% of the invoice value
18-24 months	45% of the invoice value
24-30 months	55% of the invoice value
30-36 months	60% of the invoice value

### How to claim

#### If your covered product does not work

Check your product user manual /handbook to make sure the controls are properly set and check the fuse in the plug.

Check if you are covered under the terms and conditions of the contract.

Contact us at our hotline number: 0120-4501429 within 7 days of the occurrence of the product failure and we will make the appropriate arrangements" to resolve the problem. If the product is portable, you may be asked to take it to the nearest repair center.

We will need to see this document to proceed with the repair. Please note that no claim will be entertained in the absence of the original service contract and original invoice."

#### Important Conditions related to Claims

All repairs must be made by our authorized repair agents.

You must comply with the claim's procedure set out in the "How to Claim" section above. We will not organize any repairs or make any payment, under this service contract, if you fail to comply.

If at the time of any failure/damage to the covered product, the product is covered in part or full by any insurance either by proposer or any other person, the company shall not be liable to pay or contribute more than its ratable proportion of such loss, failure or damage."

#### Cancellation (Only for Offline Customers)

You may cancel this contract within 15 days of purchase of service contract. After expiry of 15 days no cancellation and refund will be permitted. To cancel your service contract simply return the original contract along with your original invoice and notice of cancellation to us "We may cancel the contract at any time by giving you 15 days' notice in writing to your last known address. You will be eligible for a pro-rata refund of the fee you paid." In the event of theft, fraud, sale or return of the product to us, we will cancel this service contract with no refund.

Limitation of Liability Per Repair – Our Liability for any one repair shall in no event exceed the lower of either the original purchase price paid for the applicable product or the retail price of the model of a similar specification and like functionality, at the time of said repair.

#### Aggregate –

The total of all benefits paid or payable during the service contract certificate period towards any particular product holding a service contract certificate covered under this policy shall not exceed the lower of either the original purchase price paid for the applicable product or the retail price of the model of a similar specification and like functionality.

#### **Support Contact Details:**

1. Across Assist Customer Support Number: 0120-4501429
2. Across Assist Customer Support Email ID: [mobilesecure@acrossassist.com](mailto:mobilesecure@acrossassist.com)