

Terms & Conditions

1. Definitions

- 1.1. **“Plan(s)”** shall mean either or all the Products & Services offered by OneAssist from time to time, which Products & Services may have add-on components or features, the terms, and conditions of which have been set out in this document.
- 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 specific terms and conditions separately provided with the Terms herein which shall be specifically applicable in relation to each Plan(s).
- 1.4. **“Cancellation 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 full refund of the Plan Fee.
- 1.5. **“Service Partner”** means any third-party logistics or repairs service provider affiliated with OneAssist.
- 1.6. **“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.
- 1.7. **“Service Center”** means the Brand Authorized Service Center used for carrying out repair/replacement of the damaged Product.
- 1.8. **“Maximum Benefit Value”** means the maximum service benefit which a customer can avail within the membership tenure. Maximum Benefit Value will be equal to Purchase value as specified in the Original Invoice of the device.

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.
- 2.3. Customer acknowledges the receipt of the Terms and the Plan Terms, as applicable and agrees to be fully bound by the Terms and the relevant Plan Terms. In the event, the Customer activates the protection plan by sharing device details or avails of any service or benefit under any of the Plan Terms, or lodges a service request within the term of the protection plan, 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 expressly and without limitation, consents to OneAssist or its Service Partners recording phone calls between the Customer and OneAssist on OneAssist's 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.

- 3.3. 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.
- 3.4. The Customer hereby provides his/her consent to OneAssist for appointing employees/collection 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.
- 3.5. 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.
- 3.6. The Customer hereby consents to OneAssist identifying any other service providers and/or products that may be of some interest to the Customer.
- 3.7. The Customer hereby consents to receiving period SMS / email communication from OneAssist of information pertaining to its product features / services.

4. Total Fees/Charges

- 4.1. OneAssist shall charge the Plan Fee from the Customer for availing of the Plan(s) from time to time and for the duration of the respective Plan. The Plan Fee shall be payable in advance and the Customer may make a one-time payment of the Plan Fee for the applicable period or authorize OneAssist with appropriate debit instructions to deduct the Plan Fee from the Customer's bank or credit/debit card from time to time including applicable taxes and levies.
- 4.2. The Plan Fee(s) 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 Plan Fee by OneAssist. However, activation of the protection benefits subject to receipt of documents and Product related information as specified in the relevant section hereunder.

5. Servicing Terms

- 5.1. The Customer acknowledges and understands that service request or benefits shall be at the sole discretion of One Assist
- 5.2. Any service requests made by the Customer under these Terms and Plan Terms shall be subject to the following:
 - 5.2.1. 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;
 - 5.2.2. The Customer having provided OneAssist with full and accurate information in connection with the services, as applicable;
 - 5.2.3. The Customer having acted in a bona fide manner to make a service request;
 - 5.2.4. The Customer having complied with the requirements of OneAssist for the purposes of processing the service request may be required from time to time.
- 5.3. Notwithstanding anything contained hereinabove, OneAssist shall not be obliged to entertain any service request from the Customer unless (i) the Customer is over the age of 18 years at the time of Plan activation and a resident of India, and (ii) the Plan Fee up to the date of service request has been paid.

6. Cancellations / Renewal / Termination

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

- 6.2. OneAssist will cancel the plan if the information/documents, device details or images as stipulated in the plan, that may be required for the purpose of the protection cover activation is not made available within 15 days of purchase of the plan.
- 6.3. OneAssist will cancel the Terms and/or the Plan Terms if the Customer has at any time:
- 6.3.1. agreed to help any third party to try to obtain money fraudulently or dishonestly from OneAssist; or
 - 6.3.2. is in violation of applicable law as may be relevant to the use of the Plan(s); or
 - 6.3.3. 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 including by providing false or inaccurate information; and
 - 6.3.4. Customer fails to return to OneAssist or its authorized Service Partner(s) any goods/devices temporarily lent to him/her or money advanced on an emergency basis to him/her or tickets or hotel bookings made on behalf of the Customer and which are to be returned/reimbursed/paid as per the terms of the Plan to OneAssist or to its authorized Service Partner.
- 6.4. If notice of termination is provided by the Customer within the Cancellation Period, a full refund is available. However, if the Customer has lodged a service request or availed of any benefit under any of the Plan Terms at any time during the Activation Period, no refund will be available. After the expiry of the Cancellation Period, for any cancellation by the Customer, OneAssist will not refund the Plan Fee.

Period from activation date	Refund Percentage is calculated as a percentage of Plan fee
0-15 Days	100%
16-30 Days	75%
Above 30 Days	0% (No Refund)

The Below mentioned 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 follows 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 Covenant 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 service request was dishonest, fraudulent, or false, OneAssist shall have the right to and 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' 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:
- 9.4.1. belongs to another person and to which the user does not have any right to or which is confidential;
 - 9.4.2. is an impersonation of another person, grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, Pedophilic, 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 whatsoever;
 - 9.4.3. harm minors in any way;
 - 9.4.4. infringes any patent, trademark, copyright, or other proprietary rights;
 - 9.4.5. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - 9.4.6. contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or
 - 9.4.7. Threatens the unity, integrity, defence, security or sovereignty of India or seditious, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation or violates any other provision of law.

10. Limitation of Liability

- 10.1. OneAssist shall not be liable for any incidental, consequential, exemplary, special or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use). OneAssist disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement. OneAssist's total liability under the Terms and/or the relevant Plan Terms shall not exceed the Plan Fee.

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:
- 11.1.1. any wrongful act or omission of the Customer in relation to the usage of the Plan(s);
 - 11.1.2. any wilful misconduct, gross negligence or fraud by the Customer;
 - 11.1.3. any failure of the Customer to comply with the applicable law;
 - 11.1.4. any breach of the representations, warranties, obligations and covenants of the Customer or a default of the Customer's obligations; and
 - 11.1.5. 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.

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 services available under the Terms and/or the Plan Terms 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.

14. OneAssist for Mobiles – Service Description and Terms & Conditions

Note: The terms contained herein are specific terms and conditions and should be read in conjunction with the specific features of the product purchased by you as mentioned in the Welcome Letter kit/welcome email. These conditions are in addition to and not in derogation of the standard terms and conditions.

15. Definitions

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

- 15.1. "**Device**" shall mean the Mobile phone / tablet device of the Customer. The Customer can only avail of the Mobile Assist package in relation to one Mobile Phone / Tablet, i.e., one Plan per Mobile Phone / Tablet.
- 15.2. "**Lender**" refers to TVS Credit Services Ltd from whom the Customer has financed its Device, and which is authorized by the Customer to receive payment in the event of BER/total loss.
- 15.3. "**SIM Card**" shall mean the subscriber identification module card of the Customer which is used by the Customer in his/her Mobile Phone.

- 15.4. "SMS" shall mean short message service.
- 15.5. "Telecom Service Provider" shall mean the telecom service provider who provides the Customer with the SIM Card and Mobile Phone connection.
- 15.6. "Accidental damage/ Liquid damage" (ADLD) shall mean accidental physical damage or liquid spills occurred solely due to external means causing damage to the registered Product. External means includes any damage due to unintentional drop or collision of the registered Product or any object or liquid falling/entering the registered Product.

16. Plan Benefits or Features

16.1. One Call to OneAssist

- 16.1.1. In the event of damage to the device, the Customer has to call OneAssist helpline to report the damage within 48 hours of discovering the damage to the device.

16.2. Doorstep Pick Up & Delivery of device at the time-of-service request

- 16.2.1. Free Pickup from doorstep: Once the customer has intimated OneAssist of damage and provided the required documents, OneAssist or their service providers will pick up the device (post successful verification of documents) from the customer's home or the address which they want it picked up from absolutely free of cost. OneAssist ensures the device is transported safely to an Authorised Service Centre.
- 16.2.2. Free Delivery of repaired device: Once the damaged device is repaired at Authorized Service centre, OneAssist or its service partners ensure the device is delivered safely back to the customer at the address of their choice. OneAssist ensures stringent quality checks before delivering the device so that the customer has a peace of mind

16.3. Repair for Accidental & Liquid Damage to the device

- 16.3.1. OneAssist will facilitate the repair of damaged device at OneAssist Authorised Service Centres using genuine spare parts. OneAssist only works with reputable service providers so that the device is in good hands and returned back to the customer functioning perfectly.

16.4. Mobile Health Check & Application support

- 16.4.1. OneAssist customers can do comprehensive check for their mobile phones using OneAssist mobile App (Android & IOS).
- 16.4.2. OneAssist provides use of a Mobile Application available for both Apple & Android phones which offers a host of services free of cost. The application is available on both Play Store (For Android) & App Store (For Apple)

17. Registered Equipment

- 17.1. Services under Plan are valid for 12 months (365 Days) from the date of purchase of the Plan/OneAssist membership.
- 17.2. Used, Refurbished and Second-hand devices are not covered under this Plan.

18. Maximum Device age allowed at the time of boarding

- 18.1. OneAssist plan needs to be purchased along with the device only. Plan activation to be completed within 7 days of device purchase.
- 18.2. Device purchased in INDIA only through manufacturer or manufacturer assigned legal channel will be eligible under this Plan.

19. Maximum number of service request allowed

- 19.1. One (1) service request within 12 months (365 Days) period from OneAssist membership start date.

20. Deductibles

- 20.1. **Excess Fees** -: 5% of Maximum Benefit Value or INR 750 whichever is higher to be paid by customer to OneAssist at the time-of-service request.

- 20.2. **Depreciation grid** -:

Age of device	Depreciation %
0 to 90 days	20%
91 to 180 days	30%
Above 180 days	50%

- 20.3. **Salvage** -:

OneAssist shall, upon resolving the service request, be entitled: on the happening of loss or Damage to the gadget registered (in case of total loss / BER), to take and keep possession of the gadget damaged / recovered and to deal with the salvage of Rs. 1200.

21. Transfer of Plan

The individual plan is not transferable however in case of change of device due to change in device IMEI during any warranty repair, during the period of plan by the customer, plan shall be extended to the new handset for the remaining period. Extension of such plan to said device will be eligible and affected only upon notifying the device change and new device IMEI/Serial number and other device details to OneAssist within 2 days of purchase of new device. Plan for Old handset will be terminated. All other terms applicable for new handset as well, Subject to number of service request made on the old phone. It is the responsibility of the Customer to ensure that all the said information is made available to OneAssist. OneAssist will be able to activate the plan on new device only after receiving the new device details from customer. In case of non-receipt of the required information, any service request on the said handset may be declined by OneAssist at its discretion.

22. Geographic limit – INDIA

- 22.1. Devices purchased abroad stand excluded. Damages to the device happening out of India stands covered if the intimation of loss is within the stipulated period and the repairs are carried out in India by OneAssist through their network.

- 23. **BER: Beyond Economic Repairs** - BER is declared when the estimate cost of repair or replacement is equal to or more than 80% of Maximum Benefit Value or Invoice Value whichever is lower. In case of Total loss/BER or if the device is beyond repair due to spare parts unavailability, device model being phased out in the market or other reasons, the OneAssist at its discretion will make the final monetary settlement after deducting depreciation and excess charges as per the terms of Plan to the Lender directly. OneAssist shall not be liable to settle the monetary amount with customer. In case the payment is settled with the Lender, all our obligations under this contract will be deemed fulfilled and the plan shall stand terminated.

24. Basis of loss settlement

- 24.1. In case of Repair, the maximum liability will be the repair amount or maximum benefit value whichever is lower, in any case the maximum liability shall not exceed the maximum benefit value.
- 24.2. In case of the Total Loss or Beyond economical repairs (BER) to registered device, shall be settled at maximum benefit value or Invoice Value or market value whichever is lower, or as otherwise specified, after charging the depreciation as per the depreciation chart (20.2) and excess charges (20.1) and in no case, liability will be more than the maximum benefit value.

25. Mandatory Device related information for activating Plan

- 25.1. It is mandatory for the Customer to provide the following device related information to OneAssist for the purpose of activating the Plan and for Transferring the membership to new or Replaced device as per the above mention "Transfer of Plan" clause.
 - 25.1.1. Customer Name
 - 25.1.2. IMEI no
 - 25.1.3. Make and Model of the handset
 - 25.1.4. Invoice value
 - 25.1.5. Invoice date
 - 25.1.6. Email ID
 - 25.1.7. Contact Number
- 25.2. 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 Plan on the said device only after receiving the above-mentioned information. In case of non-receipt of the above-mentioned information, any service request on the said handset may be declined.
- 25.3. Depending upon the Plan purchased by the customer and the ageing of registered device, Photo images of the device will be required to be submitted by the customer to activate the plan benefits. In absence of images, in such cases the service request may not be allowed. OneAssist reserves the right to cancel the Customer's Plan or deny the service request in absence of valid photos of devices.
- 25.4. In case of Apple device, it is mandatory for the customer to deactivate their Apple ID from device and relevant places before giving their device for repair/replacement. OneAssist may return the damaged device unrepaired in case Apple ID is not deactivated.

26. EXCLUDED PERILS - OneAssist shall not be liable for the following, unless specified otherwise:

- 26.1. Loss or damage to the Device due to mysterious circumstances/disappearance or unexplained reasons.
- 26.2. Loss of Device resulting from or caused by theft, or attempted theft from unlocked vehicles or rooms.
- 26.3. Loss due to pick pocketing stands excluded
- 26.4. Fraud or criminal activity on the part of the Customer.
- 26.5. Claim on device during the hire or loan of the covered device to a third party.
- 26.6. Loss resulting from detention or confiscation by customs or other Government or public authorities.
- 26.7. Any failure of the Device to operate as a result of problems with respect to the network infrastructure, Customer's network subscription or similar service issues.
- 26.8. Loss of or Damage to the Device that is registered in the name of a Corporate Entity, unless a nominee has been appointed by them as a Bonafide user.
- 26.9. Loss arising due to any unlawful act or illegal activities including criminal acts, or acts of war or the device is used with permission of the Bonafide Customer having knowledge of such acts.
- 26.10. Consequential loss of any kind or description.

- 26.11. Liability to any party of any nature including but not limited to liability of Authorised Service centre to other parties.
- 26.12. Loss or damage as a result of attack by unauthorised software/virus, software faults and manufacturing defect owing to which a device fails to operate.
- 26.13. Loss or damage that is covered by a supplier, dealer or factory warranty.
- 26.14. Any loss if the ownership of the device is transferred.
- 26.15. Any consequence arising from War, War like operations (whether War declared or not), Act of Foreign Enemy, Hostilities, Civil War, Rebellion, Insurrection, Civil Commotion, Military usurped power, Seizure, Capture, Confiscation, Arrest. Restraints and or Detainment by order of any Government or any other Authority.
- 26.16. Any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radioactive or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.
- 26.17. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials, Wear and tear, moth, vermin or gradual deterioration, inherent defect or from any process of cleaning or repairing or renovating or maintenance.
- 26.18. Any type of self- repair or attempted self- repair.
- 26.19. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
- 26.20. Intentional overloading of the instrument. Loss or damage due to any experiments or tests and/or alterations resulting into any abnormal conditions.
- 26.21. 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 Device from damage.
- 26.22. Any manufacturing defect which is covered under Manufacturer's warranty Product defects whether latent/inherent or not.
- 26.23. Any loss of or damage to the SIM card/memory card unless caused by a covered peril.
- 26.24. Internal leakage of the battery, unless caused by a covered peril. Theft or Damage occurred while the Device is situated outside India providing the Customer is a Non-Resident Indian.
- 26.25. Any instance where you are not a resident of India at the time that the Theft or Damage occurred.
- 26.26. Any type of SIM/airtime misuse or consequential loss thereof.
- 26.27. Any loss the named Customers may suffer or cost to the Customer for:
 - 26.27.1. A 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 device that have been Damaged or stolen;
 - 26.27.2. any Damage or Theft caused by any deliberate act or negligence by the Member(s), their employees or any person using the device with their permission;
 - 26.27.3. costs or charges when replacing car kits or car Devices and other accessories which can no longer be used with the device;
 - 26.27.4. costs involved in returning the device for repair, or collecting the device once it has been repaired;
 - 26.27.5. costs caused by the device being routinely serviced, inspected, adjusted or cleaned;
- 26.28. Any loss related to indemnification for the Value-added services.
- 26.29. OneAssist shall not be liable for any loss or damage claim due to the inability of the Customer and member to submit either of the service request processing and payment documents required for processing the service request.
- 26.30. The plan shall not be liable for any service request if information has intentionally been withheld or incorrect information or misrepresentations have been intentionally given that are of significance to the assessment of the service request.
- 26.31. 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 agent.

- 26.32. Scratching, denting. Cracking is excluded unless caused by accidental external means.
- 26.33. OneAssist Plan does not cover any cosmetic defects like minor scratches, dents and bumps on the device which do not impact the functioning of the device.
- 26.34. Loss or damage due to theft or attempted theft by any employees of the member or loss or damage occasioned through the wilful act of the member or any employee or the wilful act of any other person with a connivance of the member or any employee.
- 26.35. 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.
- 26.36. SIM used in the damaged/theft device is in the name of person other than Subscriber or his/her spouse/parents and legitimate children.

In any action suit or other proceeding where the company alleges that by reason of the above provisions any loss or damage is not covered by the terms, the burden of proving that such loss or damage is covered shall be upon the covered member.

27. Service process flow

- 27.1. Documents & Pre-requisite for service request processing:
 - 27.1.1. Online form
 - 27.1.2. Images of damaged handset (as applicable) with clear image of IMEI no./serial no.
 - 27.1.3. Device Purchase Invoice
 - 27.1.4. Govt. issued ID proof of customer
 - 27.1.5. Payment for deductibles / excess (as applicable)
- 27.2. Process flow:
 - 27.2.1. In case of Accidental or Liquid Damage to the device, Customer is required to call OneAssist call center on toll free no. 18001233330 or login to OneAssist Mobile App or our Website www.oneassist.in and register the service request within 48 hours of discovering the damage or defect.
 - 27.2.2. Customer is expected to fill the form online at www.oneassist.in.
 - 27.2.3. Customer is required to submit scanned copy of form duly filled up and signed by the customer along with 4 images of the broken/ damaged device with clear image showing the handset IMEI details within 48 hours of registering the service request.
 - 27.2.4. OneAssist will verify the documents received from the customer over email and if approved by the OneAssist, OneAssist 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.
 - 27.2.5. Customer should provide all required documents to OneAssist within 48 Hrs of raising the service request. OneAssist reserve the right to close such service request where the required documents are not received despite of regular follow-up and reminders.
 - 27.2.6. Service Partner will fix an appointment with the customer for collecting the damaged handset, within 48 hours of submitting scanned images to OneAssist.
 - 27.2.7. Different Pickup Scenarios: The Pickup and Delivery of Customer's device will happen as per the given below Scenarios. Pick-up and delivery of handset shall be available only on address registered by customer with OneAssist. on the written request of customer OneAssist may pick-up/ deliver handset at any other address given by customer provided customer is solely responsible for loss/ damage in such cases.
 - 27.2.7.1. Scenarios 1 – Doorstep service:
 - 27.2.7.1.1. In this scenario, upon approval of the service request, OneAssist will arrange for pick-up of the damaged handset from the customer and also deliver the repaired handset to the customer.

27.2.7.1.2. City name: The city list of Doorstep service can be downloaded from www.oneassist.in
The city list will be updated from time to time.

27.2.7.2. Scenario 2 - Mail in Process:

27.2.7.2.1. Service Description: In this scenario, upon approval of the service request, OneAssist will arrange for courier pick up of the damaged handset from the customer premise, arrange for the repair and delivery of repaired handset back to the customer location.

27.2.7.2.2. Locations covered: Other than locations covered under Doorstep service.

27.2.7.3. Scenario 3- Out of service Location

27.2.7.3.1. In this scenario where the device cannot be picked up through doorstep or courier pick up, due to lack of such courier services by logistics and courier partners in these locations, upon approval of the service request, Customer will be required to courier the damaged device along with the completed documents to nearest Service Centre, as guided by OneAssist. OneAssist will reimburse such cost of dispatch incurred by customer up on submission of the actual bill. In these locations, even customer can go ahead and repair the device on their own with due approval on the service request on the repair estimate. In such repairs, customer will have to submit the repair invoice to service request the reimbursement, subject to prior approval for the repair is obtained and all required documents are in order.

27.2.8. Service Partner will submit the handset at the Service Center for repairs; get an estimate for repairs along with the tentative timelines for repairs within 48 hours of submitting handset to the Service Center.

27.2.8.1. If the amount of service benefit 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 (i.e., Estimate amount less service benefit 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 Service Center to repair the damaged handset of the customer.

27.2.8.2. ii. If the customer does not agree to pay the differential amount, then OneAssist will hand over the handset to the customer without repairing the same.

27.2.9. On confirmation of repair of the handset by the Service Center, OneAssist will instruct its Service Partner to collect the same from the Service Center and deliver it to the customer with an acknowledgement from the customer the delivery of repair device will also happen as per the Pickup scenario mentioned above.

28. Fault with Repair (FWR)

In case fault occurs in repaired handset due to defective repair, OneAssist will arrange pick-up for retreat such handset subject to following conditions:

28.1. Customer shall intimate FWR to OneAssist within 48 hours form receipt of handset.

28.2. handset is in the same condition in which it was delivered with no further/ additional damages.

28.3. Notice of FWR, The Customer do the following -:

28.3.1. Inform OneAssist within two days of discovering the FWR

28.3.2. Any delay in such reporting may be condoned by the OneAssist on merit, if the delay is proved by the customer to be for reasons beyond his/her control.

28.3.3. customer to submit all documents with 7 days from date of notification of the incident to OneAssist

28.3.4. OneAssist to register service request within two days of receipt of all documents from customer

28.3.5. Submit form with the relevant documents as noted in the form at the earliest

28.3.6. customer to submit the device, if BER (Beyond Economic Repairs) to OneAssist.

- 28.3.7. The Customer shall produce for OneAssist an examination all pertinent documents at such reasonable times and shall co-operate with OneAssist in all matters pertaining to any service request. Failure to comply with this condition may prejudice the service request. Filing a false or a fraudulent service request will invalidate the service request and result in One Assist rejecting the service request and any other action deemed fit.
- 28.3.8. The Customer shall forward to One Assist original receipts of purchase, or any other proof whether written or otherwise to support the service request within seven (7) days from the date of notification of a service request as stated in above clause.
- 28.3.9. All documents, affidavit information and evidence, as are to be provided by the Customer under the Form, must be provided at the Customer 's expense in the form and nature required in the Form.
- 28.3.10. In case the service request is rejected or the case is closed without the repairing of handset by OneAssist, the customer needs to get the handset repaired from brand authorized service center on their own to avail the benefit of the second service request. OneAssist at their discretion can ask for the repair invoice of the repairs done by the customer on their own. On non-submission of this repair invoice, such service request will not be entertained.

29. Servicing Terms and Conditions

ALL COMPLETED DOCUMENTS TO BE SUBMITTED WITHIN 7 DAYS

- 29.1. Pickup for pincodes serviced by Service Partner: Post successful verification of documents, pickup will be scheduled for customer within 24 hours. Three physical/calling attempts will be made to pick up the handset. In case these attempts have failed then an email will be sent to customer requesting pickup to be scheduled within 48 hours. In case the pickup is not successful despite such multiple attempts, OneAssist reserves the right to close the service request.
- 29.2. Pincodes not serviced by Service Partner: For pincodes not serviced by Service Partners, OneAssist will inform the customer about the location for shipping the handset. Customer will need to ship the device and provide the courier details when requested.
- 29.3. During the damage assessment for all Apple handsets the customer needs to switch off the Find My iPhone feature and for all Mi handsets the customer needs to logout/deactivate the Mi account. If the FMIP is on or Mi account is not deactivated at the time of receipt at Service Centre then three attempts will be made to connect with the customer to deactivate the FMIP. In case of failure to do so an email will be triggered to the customer to action the same in 72 hours. In case the customer fails to do so then OneAssist reserves the right to close the service request without any further intimation.
- 29.4. Device repairs turnaround time is based on availability of spare parts at the Service Centre. In case of unavailability of parts, OneAssist reserves the right to propose a settlement to the customer. In case of a settlement, consent letter will be sent to the customer on his/her registered email address. In case the customer does not provide his/her consent to settlement and dispatch the physical letter with signature within 3 days of receipt of the email communication then OneAssist reserves the right to dispatch the unrepaired device back to the customer without any further intimation, and close the servicing request.
- 29.5. In line with the terms and conditions of the plan, the customer is required to pay excess (as applicable) charges towards processing of the device service request. A link/ App intimation/Email will be sent to the customer to make the payment. The customer will need to make the payment in 5 days. In case the customer fails to do so OneAssist reserves the right to dispatch the unrepaired device back to the customer, and close the servicing request without any further intimation. In case of certain OEMs, a revised estimate is received from the Service Centre. In these cases, additional charges (as applicable) will be applied. The terms for charges (as applicable) will also apply to these payments.
- 29.6. All communications by OneAssist employees/vendor employees/partner employees/ representatives with the customer will be done at the registered email address/mobile number. In case the customer is non contactable then a total of 6 attempts will be made. If the customer is not contactable despite such

multiple attempts, an email will be to the customer for action within 48 hours. In case the customer fails to respond within the timeline then OneAssist reserves the right to close the service request.

29.7. OneAssist or any of their executives / employees will never contact customer for any OTP / CVV / Card / Personal financial details

30. Conditions

For avoidance of doubt, In the event of the registered device being lost or destroyed by the operation of covered perils, the liability of OneAssist shall be limited to the Invoice value or Market value or Maximum benefit value whichever is lower subject to depreciation as applicable.

31. 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 Plan or any endorsement thereon will be held valid unless the same is signed or initialled by an authorized representative of OneAssist.

32. DUTY OF THE CUSTOMER

The Customer shall take all reasonable precautions for the safety and protection of the registered device at all times as if the device was not covered.

33. DISPUTES & JURISDICTION

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

34. OBSERVANCE OF TERMS & CONDITIONS

The due observance and fulfilment of the terms and conditions and endorsements of the Plan in so far as they are relating to anything to be done or complied with by the customer shall be condition precedent to any liability of the OneAssist to make any payment under the Plan.

35. FRAUD

35.1. OneAssist does not accept any aspect of fraudulent activity. We work closely with other fraud prevention institutions to identify fraud and support legal actions where the appropriate evidence exists.

35.2. It is important that when applying for the Plan, or submitting a service request under the Plan you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your Plan.

35.3. If false or inaccurate information or document is provided and fraud is identified then we will:

35.3.1. Not honour the service request and the Plan will be cancelled without any refund.

35.3.2. Put the details of the fraudulent service request onto OneAssist, for appropriate action.

35.3.3. Report you to the relevant authorities and take legal action, if necessary, to recover the value of any benefits provided to you under this Plan.

Complementary Mobile Wallet & UPI (Unified Payments Interface) Protection

This plan will also offer a complementary coverage against any kind of fraud on your Mobile Wallets or through UPI up to INR 10,000. Please refer to the detailed terms and conditions section in this document below.

“Insurer” shall mean the third-party insurance company registered with the Insurance Regulatory and Development Authority of India, as OneAssist may partner with from time to time for the add-on benefit as may be applicable to the Plans.

Key Highlights -

- UPI protection and 10 days pre reporting cover for your M- wallets up to INR 10,000
- No FIR is required for claims up to Rs. 5,000

Complementary M-Wallet / UPI Protection -

Claim settlement shall be at the sole discretion of the insurance Company the Insurer under policy is covered under:

- Computer Fraud
- Phishing Attack
- Un-Authorized use of money from M-Wallet/UPI of Insurer due to loss of phone of the Insurer

Condition of Coverage:

- The Customer shall, within 24 hours upon any loss or fraudulent use of M-Wallet/UPI, report the same to OneAssist by calling OneAssist toll free number
- Customer shall immediately inform the M-Wallet/UPI provider for blocking of their M-Wallet/UPI.
- Cover shall only apply to losses, occurring to a maximum of 10 Days prior to the reporting of the claim by customer
- This only covers money in customers M-wallet/UPI.
- The maximum aggregate liability is restricted up to the value of sum insured

Exclusions of M-Wallet /UPI Insurance Cover:

- Consequential loss: Consequential loss directly or indirectly arising from or in connection with any Loss, unless covered under Extension of Covers:
 - Data Reconstitution Costs,
 - Interest' or
 - Investigation Costs.
- Fire- Loss caused by any fire
- Intellectual property rights and Trade secrets Loss of or arising from the accessing of any confidential information including but not limited to trade secrets, computer programs, customer information, patents, trademarks, copyrights, or processing methods, except to the extent that any such information is used to support or facilitate the committing of a Criminal Act covered by this policy.
- Insured take all reasonable care and precautions to prevent accident, loss, or damage and to act prudently to minimize any claim arising out of an insured peril
- Kidnap and Ransom Loss arising from or in connection with kidnap, ransom, or any threat thereof
- Loss arising due to gross negligence on your part including but not limited to sharing of One-Time password/PIN with anyone.
- In case of mis-representation of facts by the insured person with regards to the loss details/claim details/cause of loss etc., the claim would be inadmissible
- Claim is inadmissible in case card issuing bank/ authority reverses the transactions or reimburses the customer up to the loss.
- Losses due to cyber-crimes on any digital platforms or financial institution.
- Loss incurred due to erroneous debits arising on fraudulent or other transactions, on account of system or technology related fault.
- Loss incurred due to failure of security mechanism of the financial institution/digital wallet platform.
- Any transactions not confirmed by the host website or the authorized financial institution.
- Any errors made by the host website or the authorized financial institution
- Territorial limits Loss arising from a Criminal Act occurring outside of the Territorial Limits as mentioned in Item 6 of the Schedule
- Trade finance and Trade loans, Loss resulting from the full or partial non-payment of or default under any:

- credit agreement, extension of credit or hire purchase agreement;
- loan or transaction of the nature of a loan;
- lease or rental agreement; or invoice, account, agreement, or any other evidence of debt.

However, this exclusion shall only apply to External Crime and then shall not apply to any Loss where the Insured has relied or acted upon any document that contains Forgery, Fraudulent Alteration or Counterfeit of currency notes or coins.

- War Loss arising out of the consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection or military or usurped power or confiscation, nationalization, requisition, destruction of or damage to Property by or under the order of any government or public or local authority.
- Prior or subsequent discovery of loss the Insured Discovered:
 - prior to the commencement of the policy period; or
 - After the expiry of the Policy Period or Extended Discovery Period (if applicable)

List of documents required for filing claims are:

- M-Wallet/UPI Statement
- FIR/Police Intimation
- Claim Form
- Confirmation for blocking the M-Wallet/UPI account
- Any other document as required by the insurer

Claims process:

A – Cards / UPI / M-wallet: This refers to loss to customer under Cards/ M-Wallet/ UPI protection cover

B - Documentation for Cards / M-wallet / UPI claims servicing

- Claim form duly filled & signed by the Customer; and
- F.I.R. or intimation copy issued by the police; and
- Confirmation for blocking the Card/M-Wallet/UPI account
- Bank Statement indicating the fraudulent transaction
- Correspondence with the Bank on the fraud including a dispute letter submitted to the bank
- Any other document(s) as may be required by One Assist/Insurer pertaining to the claim loss.

C - Claim intimation Process:

- In case of Cards / UPI / M-wallet claims, Customer is required to call OneAssist call center on toll free no. 18001233330 or login to www.oneassist.in within 24 hours of discovering the loss.
- OneAssist team registers the service request and sends copies of claim form to be filled and required documentation details to the customer over email.
- Customer is required to submit scanned copy of claim form duly filled up and signed by the customer along with the supporting documents mentioned above.