

Most Important Terms and Conditions

Epicure Shield Prime Plan

This plan provides services in relation to the labour and commute of the service expert for repairing or servicing of appliance(s) against functional breakdowns (electrical & mechanical breakdown) or Preventive maintenance service on an onsite service basis. Additionally, plan covers Digital (UPI) frauds & provides OTT service.

How to claim?

In case of any claim, you can raise a service request on OneAssist App (login using your registered mobile number).

- Download our app from - <https://onelink.to/afkpu6>
- You can also chat with us at <http://www.oneassist.in/live-chat>

Service Inclusions

| Features | Plan coverage |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Plan Tenure | 1 Year (From date of Activation) |
| Unlimited Technician Visit (Air Conditioner, Television, Refrigerator, Microwave, Washing Machine, Water Purifier, Air Cooler) | Up to 4 Appliances (Max 1 Air Conditioner allowed) |
| Preventive Maintenance Visit (PMS) | 1 PMS on 1 Air Conditioner (Dry/Wet) |
| Complimentary OTT benefit | 3 Months Amazon Prime & Gaana (Each) |
| UPI Fraud Protection (Pre-reporting cover up to 10 days) | Up to INR 20,000 |
| Appliance Health Checkup | Covered 1 (One) visit on upto 5 (five) appliances |
| Emergency Roadside Assistance | Covered |

Cancellation Grids

| Period | Refund Percentage |
|---------------|-------------------|
| 0-15 Days | 100% |
| 16-30 Days | 75% |
| Above 30 Days | No Refund |

Detailed Terms and Conditions

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

1. DEFINITIONS

- 1.1 Plan(s):** shall mean either or all the products/ services package offered by OneAssist from time to time, which products/services may have optional add-on components or features, details of which are mentioned in the Welcome letter kit / Welcome email / Welcome message.
- 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 only a). Name b). Address and c.) Date of Birth of the customer.

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 these Terms.
- 2.3 Customer acknowledges 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 service or benefit under any of the Plan Terms or lodges a service request within the term of the 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 purpose 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 Service Partner of OneAssist who will be either providing the benefit and/or services on each of the Plan(s) for the purposes of fulfilment of the services or if required by law.
- 3.3 The Customer expressly and without limitation, consents to OneAssist or its Service Partners recording phone calls between the Customer and OneAssist on 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.
- 3.4 The Customer acknowledges that OneAssist has the sole right to vary the features/benefits under the Plan(s) or the Plans or the amount or rate of the Plan Fee or part thereof, from time to time.
- 3.5 The Customer hereby provides his/her consent to OneAssist for appointing 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.
- 3.6 The Customer acknowledges that OneAssist may engage third parties including Service Partners for the fulfilment of the services and the Customer hereby consents to OneAssist disclosing, to the extent relevant, the Customer’s Personal Information and/or details of Plan(s) availed by the Customer to inter alia (a) our affiliates Service Partners (b) to our suppliers, vendors, for the purposes of servicing the Customer.
- 3.7 The Customer hereby consents to OneAssist identifying any other service providers and/or products that may be of some interest to the Customer.
- 3.8 The Customer hereby consents to receiving period SMS / WhatsApp message / 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 OneAssist Plan(s) is subject to realization/receipt of the Plan Fee by OneAssist.

5. PROCESSING OF SERVICE REQUESTS

- 5.1 Any service request 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 has 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 service request.
- 5.2 Notwithstanding anything contained hereinabove, OneAssist shall not be obliged to entertain any service request from the Customer unless 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 Terms and/or the Plan Terms if the Customer has at any time:
- a) agreed to help any third party to try to fraudulently or dishonestly obtain money from OneAssist; or
 - 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 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 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 Cancellation 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 | Refund Percentage |
|---------------|-------------------|
| 0-15 Days | 100% |
| 16-30 Days | 75% |
| 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 fulfilment of

services.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 The Customer is in compliance with the applicable law as may be relevant for the Plan (s) which is availed of by the Customer
- 8.2 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 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).
- 9.2 The Customer undertakes and covenants that he/she shall not use / make use of the Plan(s) to or in the course of usage of the Plan(s), upload, display, publish, update, disseminate or transmit content or information that:
- a) belongs to another person and to which the user does not have any right to, or which is confidential.
 - b) is an impersonation of another person, grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever.
 - c) harm minors in any way.
 - d) infringes any patent, trademark, copyright or other proprietary rights.
 - e) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.
 - f) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
 - g) Threatens the unity, integrity, defense, security or sovereignty of India or seditious, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation or violates any other provision of law.

10. LIMITATION OF LIABILITY

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

11. INDEMNITY

- 11.1 The Customer hereby agrees to defend, indemnify and hold OneAssist and its officers, directors, employees and subcontractors harmless from any and all losses, damages, liabilities, verdicts, settlements, judgments, costs, and expenses (including reasonable attorneys' fees) incurred by OneAssist or its officers or employees arising out of:
- a) any wrongful act or omission of the Customer in relation to the usage of the Plan(s);
 - b) any willful misconduct, gross negligence or fraud by the Customer.
 - c) any failure of the Customer to comply with the applicable law.
 - d) any breach of the representations, warranties, obligations and covenants of the Customer or a default of the Customer's obligations; and
 - e) any third-party claims arising out of the Customer's use of the Plan(s).
- 11.2 This indemnity will survive the termination of the Terms and/or the Plan Terms and is in addition to and

not in substitution of the other remedies and rights that OneAssist may have, either at law in the Terms and/or the Plan Terms

12. NOTICES

12.1 Any notice required under the Terms and/or the relevant Plan Terms must be in writing and must be either

(a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth herein at OneAssist Consumer Solutions Private Limited, latest address available at website (<https://oneassist.in/>)

13. MISCELLANEOUS

13.1 The Terms will ensure 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, epidemic, quarantine restrictions, outbreak of debilitating disease and any travel restrictions or bans (including bans on non-essential travel) issued by any governmental authority, lockout and explosions, or any other events reasonably beyond the control of either party.

13.3 OneAssist reserves the right to amend the Terms and/or the Plan Terms and/or the features or pricing of the Plans. Upon such amendment, such terms will become applicable immediately and will be intimated to the Customer in due course. If the Customer does not accept the amendment of the Terms and/or the Plan Terms, he shall have the right to terminate Terms and the Plan Terms with appropriate notice as may be specified in section "CANCELLATIONS/ RENEWAL/TERMINATION". The alteration of the Terms and/or the Plan Terms should be deemed accepted whereas 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 constitute 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 EPICURE SHIELD PRIME PLAN TERMS AND CONDITIONS – "PLAN"

This "OneAssist Epicure Shield Prime Plan", herein also after referred to as "Plan" has been entered into between OneAssist Consumer Solutions Private Limited, herein after referred to as "OneAssist", incorporated under the Companies Act, 1956 and having CIN U93090MH2011PTC218163 and the name & address of the customer, herein referred to as "Customer", mentioned in the application form. The terms & conditions of the plan shall be fully binding on the customer for the product(s)/appliance(s)/equipment(s) covered, herein referred to as "Product(s)".

14. GENERAL DEFINITIONS

- 14.1 **Product(s) Covered:** Includes Panel Televisions (LCD/LED), Room Air Conditioners, Refrigerators, Washing Machines, Microwaves, Water Purifier, Air Cooler.
- 14.2 The above list is only indicative and will be subject to eligibility as per plan opted by customer. Additions to and deletions from the list will be solely at OneAssist's discretion.
- 14.3 **Official Channel:** Manufacturer, Manufacturer Subsidiary company, OneAssist Authorized Retailer/ Dealer/ Distributor, Authorized Service Partners, Online Retail channel and OneAssist official website & apps.
- 14.4 **Normal Operating Condition:** Ability of the product to perform its specified function subject to the acceptable level of change in performance due to ageing or climatic conditions. The acceptable level of change for this purpose will be as per the respective Manufacturer's specifications.
- 14.5 **Normal use:** Use of the product in accordance with the Manufacturer's guidelines for Product usages including but not limited to regular maintenance and upkeep of the Product, usage of specified protection devices such as voltage stabilizer.
- 14.6 **Onsite Repairs:** The repair technician will visit the premises where the product has been installed to provide the repair services.
- 14.7 **Breakdown/Functional Breakdown/Electric & Mechanical Breakdown:** Means the mechanical and/or electrical defects and or failure of the product that cause it to not function in its intended manner under normal usage conditions. It is further clarified that normal wear and tear to parts is not considered as functional breakdown.
- 14.8 **Manufacturer's Warranty/Guarantee:** The original warranty/guarantee provided by the respective manufacturer to the respective product as per manufacturer's warranty/guarantee terms & conditions.
- 14.9 **Manufacturer's Warranty/Guarantee Period:** The uninterrupted period of the Manufacturer's Warranty/Guarantee as stated on the original official manufacturer's warranty/guarantee certificate and publications.
- 14.10 **Service Contract Term:** commences on the day of plan purchase and is for a period specified in the service contract details of the Plan Terms and shall continue to remain in force for a period as applicable, unless terminated earlier as per terms herein.
- 14.11 **We, Us, Our:** The issuer of the Plan i.e. OneAssist
- 14.12 **You, Your, Customer:** The person to whom We are issuing Our Plan.

15. QUALIFYING PRODUCTS

- 15.1 This plan can be bought for the following products(s)/appliance(s) of all brands, subject to the application of the exclusions and special conditions mentioned hereunder:
- 1) **TELEVISIONS** – Panel TVs (LCD/LED) are covered, Box TVs are excluded
 - 2) **AIR CONDITIONERS** – Window, Split and Inverter
 - 3) **REFRIGERATORS** – Only Refrigerators meant for domestic use will be covered
 - 4) **WASHING MACHINES** – Maximum capacity of the Washing Machine can be 9.9 kg
 - 5) **MICROWAVE** – Built-in Microwaves are excluded
 - 6) **Water Purifier** - Non-electric Water purifiers are excluded
 - 7) **Air Cooler** – Electric only
- 15.2 The above list is subject to eligibility as per the plan opted by customer. Additions to and deletions from the list will be solely at our discretion.

16. WHAT WE COVER

- 16.1 This plan provides services in relation to the labour and commute of the service expert for repairing

appliance(s) against functional breakdowns (electrical & mechanical breakdown) on an onsite service basis. Any costs incurred for replacing the parts/components or transporting the unit to the service center and back for repairs is not covered in the plan.

16.2 Number of Appliances covered: This plan covers up to 4 products (Max 1 Air Conditioner allowed) from the mentioned list of qualifying products

16.3 Number of Visits: This contract entitles you unlimited service visits for the declared appliances.

16.4 Number of Preventive Maintenance Service (PMS): This plan covers 1 free preventive maintenance visit (dry/wet) on 1 Air Conditioner applicable in plan tenure.

16.5 Any spares that may be repaired/ replaced will be billed to customers at actual prices (with applicable discounts if/any) and applicable GST. Customer will be provided a bill by OneAssist's Service Partner. Mode of payment shall be mutually decided between customer and Service Partner. Customer will be liable to pay the complete bill amount directly to the Service Partner prior to completion of the repair service, failing to do so will result in denial of service.

16.6 However, if the same problem is reported within 30 days of the repair, it will not be treated as a new repair but a repeat issue. In all such repeat cases, customers will be required to retain the original bill provided for repair/ replacement of spares or consumables to avail services.

16.7 We will provide 30-day service guarantee for any spare parts that have been repaired/ replaced by us.

16.8 Customer has the choice of procuring the spare parts on his own also, but then you will not be eligible for OneAssist's 30-day Service Guarantee. In such instance, if the part fails due to any reason customer will be responsible for the same and will have to re-pay to buy that part again

16.9 OneAssist through its Service Partner will perform the repair services on a best effort basis and does not take the responsibility of restoring the defective product to its prior working condition, if the required spare parts / tools / consumables are not available to fulfil the repairs.

16.10 Complimentary OTT subscription:

- Customers needs to connect with OneAssist through Chat on OneAssist APP for the OTT voucher within the plan tenure.
- On calling customer care, customer will be sent a mail which will contain the pass no. and the validity/ expiry date.
- Customer needs to follow the process and do the registration within the validity period mentioned in the communication to generate the code to be used on the OTT website.
- Customers' needs to then use the newly generated code on the OTT website to redeem the benefit.
- OTT membership is as per the discretion of OneAssist and needs to be opted for within the plan period.
- OTT membership can be modified without any prior notice to Customer.
- If customer has existing OTT membership on same mobile number, membership extension will be
- handled as per OTT platform's policies.
- Transfer of OTT voucher code is not allowed
- OneAssist shall not be held responsible or liable for any loss, theft, damage, or misplacement of the OTT voucher once issued to the customer. The customer shall bear sole responsibility for the safekeeping of the voucher card, and OneAssist disclaims any liability arising from its loss or misuse.

16.11 UPI fraud protection:

- Claim settlement shall be at the sole discretion of the OneAssist:
 - Computer Fraud
 - Phishing Attack
 - Un-Authorized use of money from UPI due to loss of phone
- Condition of Coverage:
 - The Customer shall, within 24 hours upon any loss or fraudulent use of UPI, report the same to OneAssist by calling OneAssist toll free number
 - Customer shall immediately inform the UPI provider of blocking their 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 UPI.
- The maximum aggregate liability is restricted up to the coverage value

16.12 Appliance Health Checkup

1. Definitions

The Plan includes a comprehensive Appliance Health Checkup designed to ensure that the Customer's appliance performs at optimal levels. As part of this service, a OneAssist-trained technician will conduct a detailed diagnostic assessment of the appliance, identify any potential issues, and provide preventive maintenance recommendations. This checkup aims to enhance appliance performance, extend its usable life, and reduce the likelihood of unexpected breakdowns.

2. Eligible Appliance Categories

The Appliance Health Checkup is applicable for the following products: Air Conditioner, Television, Refrigerator, Microwave, Washing Machine, Water Purifier, Air Cooler.

3. Service Limits

- Maximum number of visits during the Membership Tenure: One (1)
- Maximum number of appliances eligible per visit: Five (5)

4. What's Covered

- Doorstep visit by a OneAssist Authorized Technician
- Complete diagnostic assessment / health check of the selected appliance

5. What's not covered

- Cost of repair of the appliance or any spare part(s)
- Cost of additional spare parts (if required)
- Cost of transportation, installation, or uninstallation

16.13 Emergency Roadside Assistance

1. What's Covered:

- Lost Key Assistance: Vehicle Care will provide alternate key pickup and drop service. This service is available for up to 20 km. An additional charge of Rs.18 will be applied for every extra kilometer beyond 20 kilometers
- Flat tyre assistance: Replace tyre with Spare wheel in the car. If spare tyre is not in good condition or not available, recover car to nearest authorized brand dealership or nearest roadside puncture vendor. (up to 10 kms)
NOTE: Customer would need to borne cost of repair
- Battery Jumpstart: In case of dead battery, this service is designed to jumpstart the vehicle at the location of breakdown.
- Towing Service: In case of any electrical / mechanical breakdown or accident, towing up to 25 kms from the breakdown location to the nearest brand authorized workshop. An additional charge of Rs.18 will be applied for every extra kilometer beyond 25 kilometers
- **No of services:** Maximum 4 services can be availed in a year
- **Cooling Period:** 7 days

2. Other conditions:

- This service is only applicable for passenger vehicles, and not being used for any commercial purposes
- All claims with reference to roadside assistance will be serviced through OneAssist service partner.
- To avail the service, users must call OneAssist's toll free number and after verifying the eligibility, OneAssist CSA will patch the call in conference to the Service Partner's Assistance helpline and advise the customer details or any other available details as deem fit.

- This emergency service is available when the covered vehicles suffer a breakdown while being driven. It is not available for routine repairs/ services at user's home or other regulations.
- Service partner shall make all possible efforts to locate and direct the nearest service provider to user's location. It will be the service partner's effort to ensure the service provider reaches user within a reason period. However, in certain circumstances, reach time to be impacted by a variety of extraneous factors such as peak traffic, extreme climatic conditions, public holidays, remote locations, force majeure etc. Therefore, service partners cannot be held responsible or liable for delays by service providers in reaching the spot of breakdown.
- Neither the service partner/ nor One Assist will be accountable, responsible or liable for consequential damages arising out of repair on the spot/ towing or any other roadside assistance service

3. Service Request Process

- You should log in to your service request by calling our 24x7 toll-free helpline number.
- You should provide the required details detailing the issue that you are facing. Please note that you should provide complete and accurate information describing the issue faced.
- Depending upon your product and/or the nature of issue faced by you, you may be asked to follow some trouble shooting steps before registering a service request. Please follow the troubleshooting steps before registering the request.
- OneAssist team will register the service request and patch the call in conference to the Service Partner's Assistance helpline.

17. CONDITION OF COVER

- 17.1 You must be the rightful owner of the product(s) included under the Plan.
- 17.2 All the products included under the plan should be at one single address, under one roof (maximum 6 rooms) and used for domestic purposes only. OneAssist will not be liable for any service requests under the program if the product is being used in a commercial establishment. Products used in an office environment, in which administrative, clerical or professional activities are conducted, fall under this exclusion.
- 17.3 The plan is limited to select cities within defined geographic boundary of the Republic of India. At the time of purchase of the plan you would be asked for your pin code. This plan will only be available to you if the pin code is serviceable.
- 17.4 Address change is not allowed in this plan. If you change address, plan will be cancelled and no refund will be allowed.
- 17.5 The plan is Non – Transferrable, if the ownership of your covered appliance changes, there will no longer be coverage for that appliance.
- 17.6 Only those products that carry or carried a valid OEM warranty in India can be covered under the plan. We will not be responsible for servicing any product that doesn't meet this condition even if it gets on-boarded at the time of plan activation. Products bought from outside of India also subject to this condition.
- 17.7 Defective products at the time of purchasing the plan are also eligible to be covered under the plan provided the plan is purchased prior to availing any repair services. Any repair work would start only after the plan price has been realized.
- 17.8 The plan will be activated within 2 days of purchase, as below:
- a) The plan you opt for will specify the maximum number of products(s) that can be covered under it. You may choose to cover lesser number of products than the maximum allowed number.
 - b) For the Multi AMC Lite, you will not be able to change or add the product(s) at a later time during the plan period.
- 17.9 The plan is applicable for a period of 12 months (1 year) from the date of successful activation as opted by customer. The plan cover period is also mentioned in the email / message that will be sent to you to post successful activation of your plan by you. It is your responsibility to verify the details mentioned in

the e-mail and get any discrepancy corrected within 7 days of receipt of the email.

- 17.10 The plan shall become effective once OneAssist accepts the application of the customer and shall continue to remain in force for the period as applicable, unless terminated earlier as per terms herein.
- 17.11 OneAssist or its Service Partners shall provide services only during normal working hours on regular working days of OneAssist and/or its Service Partners.
- 17.12 Normal Working hours would be 9:00 am to 9:00 pm on all days excluding public holidays.
- 17.13 OneAssist makes no express or implied warranties whatsoever regarding the services provided/rendered and/or effects thereof etc. and shall not be liable to the Customer or any other person claiming, by, through or under the Customer.
- 17.14 The plan covers the labour charges for at-home service within the city/municipal limits of the OneAssist Service Centers.
- 17.15 In case the damage/malfunction of the Product is due to reasons other than that covered under the plan or it is caused by conditions defined under exclusions, OneAssist shall offer to repair the device for the customer. The cost of such repairs like labour, visit, cost of parts replaced, cost of transporting the device to service (if required) will have to be borne by the Customer.
- 17.16 All defective components will be replaced with parts which are new or like new in performance adhering to manufacturer's specifications, at our sole discretion.

18. EXCLUSIONS APPLICABLE UNDER THE PLAN

OneAssist shall not be liable to provide any services or make any payments under this Plan, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

- 18.1 Any kind of willful negligence or misconduct or contractual liability or indirect and/or consequential losses
- 18.2 War, invasion, act of foreign enemy hostilities or war like operations
- 18.3 Breach of law with criminal intent
- 18.4 Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 18.5 Radioactive substances, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 18.6 Loss of valuables on account of theft, unless specifically covered
- 18.7 Loss or damage to the Content on account of- Its own fermentation & Breakage, cracking or scratching of Crockery, Mobiles, Cameras, Binoculars, Sculptures, Curios, Paintings, works of art, Musical instruments, Toys, Sports gear, items of glassware unless specifically covered
- 18.8 Any costs recoverable under manufacturer's warranty shall not be covered.
- 18.9 Property kept in open or outside the premises
- 18.10 Loss of or damage to the following is excluded, unless specifically covered
- a) Livestock, motor vehicles, pedal cycles, explosives
 - b) Money, securities for money, cheques, stamps, deeds, bonds, bills of exchange, promissory notes, ATM debit or credit cards.
 - c) Any curios or works of art for an amount exceeding INR 25,000 manuscripts, plans, drawings, securities or documents of any kind
- 18.11 Breakdown or damage due to willful act, abuse, negligence, improper handling.
- 18.12 The cost of general maintenance, adjustments, resetting of controls, tuning, cleaning and the like
- 18.13 Noise due to ageing and wear and tear of the product is not considered as a defect and hence not covered under breakdown repairs.
- 18.14 Any modification to the Product or uses which is not in accordance with the manufacturer's instructions

or use of any accessory which has not been approved by the manufacturer.

- 18.15 Defects in external wiring, electrical connection or plumbing that are not an integral part of the Product
- 18.16 Any failure or damage ever covered under a product recall
- 18.17 Defects due to transmission/cable/DTH or any other external source from where the signal/input are fed to the product.
- 18.18 Television screen imperfections, including "burn-in" or burnt pixels or internal LED/LCD/Plasma Panel, dark pixels & Bright pixels are not considered as defects if there are up to 5 such pixels.
- 18.19 Service for software related faults resulting from incorrect software installation or usage, or software viruses, or inherent bugs.
- 18.20 ACs where the Outdoor and Indoor unit are not of the same make and model.
- 18.21 Any failure or damage ever covered under a product recall
- 18.22 Any failure arising due to any external factors such as corrosion, rust, denting, animal / insect damage or due to foreign bodies.
- 18.23 Use of Product in a commercial environment, unless specifically accepted by Us.
- 18.24 Any cost for the replacement or reinstatement of any data, software, information or music stored on the Product
- 18.25 Any legal liability, consequential loss, loss of use or damage/injury to third party
- 18.26 Satellite system repairs caused by weather damage to satellite antennae, failure of the television set or realignment of satellite antennae
- 18.27 Any loss or damage caused to the Product whilst in transit or otherwise that has been entrusted for any service, repair or replacement to any entity other than those authorized by OneAssist
- 18.28 If you authorize the repair or any services excluded under this plan, you shall pay its repair fees for such work.
- 18.29 Exclusions of UPI Fraud Protection:
- 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.
 - You take all reasonable care and precautions to prevent accident, loss or damage and to act prudently to minimize any claim arising out of an covered 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 misrepresentation of facts by the you 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 faults.
 - 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 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 you have 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 or damage to Property by or under the order of any government or public or local authority.
- Prior or subsequent discovery of loss you Discovered:
 - prior to the commencement of the policy period; or'
 - subsequent to the expiry of the Policy Period or Extended Discovery Period (if applicable).

19. CUSTOMER RESPONSIBILITY

- 19.1 Customers shall provide details of all appliances that are required to be covered under the plan at the time of purchase of plan. Any deviation of the declared data from the actual appliance information will lead to discrepancies in the estimate of repairs provided to customers.
- 19.2 Customer shall provide representative of OneAssist/its service provider full access to the Product/Equipment in order to effect necessary adjustments and repairs.
- 19.3 Customer shall provide all the supporting documents within the time frame specified by OneAssist for repair.
- 19.4 Customer shall retain all original invoices provided by OneAssist's Service Partner on account of repair/
replacement of spares for a period of 30 days from the date of invoice
- 19.5 Customer shall provide adequate storage space for spare parts, test Product/Equipment and adequate workspace, heat, light, ventilation and electric current for use by representative of OneAssist/its authorized representative for provision of services at Customer's location.
- 19.6 Customer shall be responsible to de-installing all add-ons and/or accessories from the Product/Equipment before providing the same to OneAssist for services, maintain backup copy of all software and data, restore software and data on the unit after repair.
- 19.7 Customer shall register all complaints/requests for services only through official OneAssist Call Center or through One Assist App/OneAssist website.
- 19.8 Customers shall comply with all applicable laws, rules and regulations.
- 19.9 Customer shall indemnify us and hold harmless against any act of omission and commission and any consequences arising thereof and defend OneAssist from and against all claims, arising because of breach of this Contract.
- 19.10 Customer agrees that it shall be its responsibility to be aware of the Contract and the changes therein. Ignorance if any shall be the total responsibility of the Customer.
- 19.11 The Customer understands that the services have been subscribed to by his/her own name and name change in any circumstances is not permitted.

- 19.12 Customer shall not assign any right or interest or delegate any obligation arising herein to any person without OneAssist's prior written consent.
- 19.13 The Customer is solely responsible for any unauthorized transfer/change in ownership of the Product/Equipment.
- 19.14 Customer shall return the standby/loan spare parts, if any provided by OneAssist on or before OneAssist returning the original set/Spares to the Customer.
- 19.15 NON-ACTIVATION & NON-FULFILMENT of ANY of the above conditions may result in the plan being considered as void and all requests made against plan are liable to be rejected without any refund.

20. LIMITATION OF LIABILITY

- 20.1 OneAssist shall not be liable to provide repair or replacement of spares in cases where spare parts of the Product are not commercially available in the local market.
- 20.2 OneAssist shall not be liable to the Customer for any damage resulting from or related to any services performed by OneAssist hereunder, including, but not limited to, any loss of data or software, inability of OneAssist to correct any errors, malfunctions and defects in the Product/equipment/hardware/software delay of OneAssist in performing any services hereunder.
- 20.3 In no event, shall OneAssist be liable to the customer for any indirect, special, or consequential damage or lost profits arising out of or related to services provided by OneAssist under this plan, even if OneAssist has been advised of the possibility thereof, or knew or should have known thereof.

21. CHARGES AND PAYMENT

- 21.1 Customers shall make payment of all charges in advance at the time of subscribing to the services.
- 21.2 For services to be provided by OneAssist for repair, Customer shall forthwith make payments towards cash receipt or invoice raised by OneAssist or its Authorized representative.
- 21.3 Charges payable by the Customer are exclusive of taxes, duties or levies unless expressly stated to the contrary.

22. TERMINATION

In addition to the typical termination that exists in this T&C, the Plan will be terminated at the closing hours of the coverage end date of the Service Contract Term.

23. SERVICE REQUEST PROCESS

- 23.1 You should log in your service request by using the OneAssist website/Android and iOS Apps.
- 23.2 You should fill in the required details detailing the issue that you are facing. Please note that you should provide complete and accurate information describing the issue faced.
- 23.3 Depending upon your product and/or the nature of issue faced by you, you may be asked to follow some trouble shooting steps before registering a service request. Please follow the troubleshooting steps before registering the request.
- 23.4 For functional breakdown, OneAssist authorized service expert will visit you as per the scheduled time and carry out the repairs.
- 23.5 For UPI Fraud Protection claim, below list of documents required for filing claims are:
- UPI Statement
 - FIR/Police Intimation
 - Claim Form
 - Confirmation for blocking the UPI account
 - Any other document as required

24. GOVERNING LAW & JURISDICTION

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

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

25. MISCELLANEOUS

25.1 The marketing brochures are meant purely for educating customers about the features and terms of the plan and they have no commercial value.

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