

## **Across Assist Protect – 1 Year Accidental and Liquid Damage Protection Plan**

### **1. Damage Protection Plan (“Plan”)**

This risk underwritten accidental damage protection contract governs the support process for physical and fluid damages for under warranty smartphones (“Device”) sold by its manufacturer’s official sales channels/retailers in India & in its original packaging. This plan is not valid for any products that are purchased by a customer post a return from the first customer & even in unboxed condition.

### **2. Plan Term**

Benefits under this Plan begin when you (Customer, who is the User of the Device) purchase the Plan and ends on completion of Twelve months (365 Days) from date of purchase of the Plan (“Plan Term”).

### **3. Plan Eligibility**

1. This plan can be purchased only within 2 calendar days of the purchase of the Original Device.
2. The terms of this Plan, the original sales receipt for your Plan, the original sales receipt of your Device, the proof of your identity provided at the time of raising a Damage Repair Service Request, the indemnification you provide about the working condition of the Registered Device before the purchase of the Plan and the Plan Confirmation are each part of your Plan.
3. The accidental damage protection coverage provided by the Plan is additional to the coverage provided by the manufacturer’s hardware warranty in the first 365 days post purchase of the Original Device
4. One (1) damage repair instance per Registered Device (Up to the eligible Benefits Value, as described in point no. 4.3) is allowed during the term of the Plan. All subsequent Damage Repair Request if any, shall be considered for paid repair only.

### **4. Plan Details**

#### **1. “Registered” Device**

The Device that was successfully registered under the Plan by following the activation process as required within 2 calendar days from the original purchase of the Device is termed as “Registered Device”

#### **2. Customer**

The purchaser of the Registered Device whose name is mentioned on the original invoice is the Customer. The purchaser’s immediate relatives or the recipient of the Registered Device as a gift, can be the users of the Registered Device. If the purchaser is

a company, Customer shall mean any representative/employee of the company authorized to use the Registered Device.

### 3. Benefits Value

Maximum Benefits Value at any given point of time will be equivalent to the depreciated value of the Registered Device at the time of submitting the Damage Repair Request, less total sum of damage repair value from last Damage Repair Requests (if any). Limit is one (1) repair instances of your Registered Device, subject to the maximum eligible Benefits Value at the time of submitting a request. There is a Deductible charged on approval of the Damage Repair Request as below.

Device Invoice Price (Range)	Deductibles
Up to Rs 10,000	Rs 500
Between Rs 10,001 to Rs 20,000	Rs 700
Between Rs 20,001 to Rs 40,000	Rs 950
> Rs 40,000	Rs 1400

### 4. Beyond Economic Repairs (BER)

If the repair cost of the Registered Device is more than the Benefits Value of the Registered Device, then the repair request will be determined as Beyond Economic Repairs (BER). In the event of BER, customer opting for reimbursement, the applicable depreciated amount less the processing fee (as applicable) will be returned to the customer as settlement subject to beneficiary returning the original device along with its original accessories and original box to Across Assist. In case the accessories along with the original box are not received by Across Assist, there will be a deduction of Rs.1000/- for Apple devices & Rs.500/- for non-Apple devices from the final settlement amount.

### 5. Scope of Service under the Plan

Provided the Registered Device is handed over to Across Assist or its authorized channels in its entirety during the Damage Repair Process & that the beneficiary has submitted the documents as desired under the Plan and have purchased the Registered Device from official sales channels of original manufacturers in India. The following conditions would be considered under the Plan.

## **Inclusions**

- i. Suffers accidental physical damage and/or accidental liquid damage & such damage that causes Registered Device to stop working on normal usage.
- ii. Fails to work because accidentally fluid has entered its internal circuitry, resulting into stoppage of the Registered Device.
- iii. Theft/Stolen of Device is covered. Customer need to submit FIR copy of Theft/Stolen of the mobile device. After Final Report submission customer will get the benefit amount.

## **Special Exclusion**

Across Assist shall not be liable in respect of loss or damage to Registered Device relating to or caused due to the following:

- iv Suffers damage due to:
  - i. Acts of god perils, fire, lightening and explosion.
  - ii. Damage during riot or strike
- v. Plan purchased beyond 2 calendar days of purchase of the original device.
- vi. Any damage reported with in the first 7 calendar days of activation of the Plan.
- vii. Loss or damage due to Intentional act or wilful neglect
- viii. Loss or damage arising before/after Plan Term.
- ix. Loss or damage not reported to Across Assist within 72 hours of the loss or damage to the Registered Device.
- x. Any loss or damage due to hire or loan of the Registered Device to a third party
- xi. Loss arising due to unlawful act including Terrorist activity, War, Nuclear Explosion, Radioactive Contamination, Chemical, Biochemical, Biological, Electromagnetic, Cyber Attack

- xii. Consequential loss of any kind or description including wear & tear, manufacturing defects.
- xiii. Loss or damage caused by incorrect storage, poor care and maintenance, careless use, gross negligence, incorrect installation and incorrect set-up.
- xiv. Loss or damage covered by supplier, dealer or manufacturer's limited warranty.
- xv. Any loss effecting to SIM card and any ancillary products even if equipment results into complete stoppage of working.
- xvi. Damage caused by (a) a product/ accessory that is not the Registered Device, (b) operating the Registered Device outside the permitted or intended uses described by the original manufacturer of the device, or (c) service (including upgrades and expansions) performed by anyone who is not an Authorized Service Centre (ASC)/Apple Authorised service Provide (AASP) of the original manufacturer of the device for Non Apple & Apple devices respectively (d) Any failure/damage caused outside the Indian territory.
- xvii. Registered Device with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the original manufacturer of the device.
- xviii. Registered Device that has been lost or stolen.
- xix. Cosmetic damage to the Registered Device including but not limited to scratches, dents and broken plastic on ports.
- xx. Defects caused by normal wear and tear or otherwise due to normal aging of the product.
- xxi. Issues that could be resolved by upgrading software to the then current version.
- xxii. Third-party products or their effects on or interactions with the Registered Device or the software
- xxiii. Your use of a computer or operating system that is unrelated to consumer software or connectivity issues with the Registered Device.
- xxiv. Damage to, or loss of any software or data residing or recorded on the Registered Device
- xxv. Recovery and reinstallation of software programs and user data are not covered under this Plan

xxvi. Any loss or damage to accessories and panels even if forming part of the standard pack or to any complimentary or ancillary product/s made available under any promotional scheme

xxvii. Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty. Problems or defects otherwise covered under the original manufacturer's Warranty/ Guarantee

xxviii. Recalls or modifications to the Product

xxix. Accessories used in or with the Product

xxx. Replacement of consumable item or accessory like, plugs, batteries, light bulbs, light covers, software and add-on options incorporated in a Product for which the Service Contract was purchased. Batteries, internal or external to the product

xxxi. Damage resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current. Reception or transmission problems resulting from external causes

i. Loss or damage due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device

ii. Loss or damage due to mechanical or electrical break down or derangement, unless such loss is accidental damage, and which is not covered within the manufacturer's warranty

iii. Penalties for delay or detention or in connection with guarantees of performance or efficiency

iv. Loss due to the Registered Device which gradually develops flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary

v. Loss due to deterioration or wearing away or wearing out of any part of the Registered Device that is caused due to or naturally resulting from its normal use or exposure

vi. Across Assist shall not be liable for any loss or Damage Repair Request if:

i. The user is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to this Plan or Registered Device and/or

ii. The Plan is purchased for the Registered Device after 2 calendar days from the date of purchase of the Original Device

iii. Due to the inability of the Beneficiary to submit any of the processing of Damage Repair Request and Damage Repair Request payment documents required by Across Assist or the risk underwriter for processing the eligible Damage Repair Request

vii. The Plan shall also not cover a damage or loss:

i. In any action, suit or other proceeding where the risk underwriter or Across Assist alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this Plan, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Beneficiary

## **5. Plan Activation**

If the purchaser of the Plan is an Enterprise or a Company (purchasing in bulk), the Plans will be auto activation based on the device and customer/employee details shared by Enterprise/Company to Across Assist. The onus of providing the correct details of the Devices, Devices Invoice and any other documents or details (if requested) within 30 days of date of purchase of the Devices, to complete the registration of these Devices lies with the Enterprise/Company. The Enterprise/Company shall get an automated communication of confirmation of your registration on completing the Plan registration formalities. Across Assist may deny any support (i) if the registration is not done as per the above requirements; (ii) if any damage has occurred to the Device /Devices prior to completing the mandatory registration.

## **6. Service Request Process**

In the event of damage to the Registered Device, you (Beneficiary) are required to do the following things:

1. An immediate intimation (not later than 72 hours from the date and time of damage) about the damage should be given to Across Assist via its support channels comprising of the Across Assist Care App, Consumer Web Portal or via Call or Email to Across Assist Customer Support
2. The event needs to be notified to Across Assist with cause or reason of damage & obtain services estimate towards damage
3. Do not get the damaged Registered Device repaired unless intimated by Across Assist & further authorized by Across Assist
4. Documents required during the Damage Repair Request: (1) Electronic form duly filled in with all the details of the damage, (2) ID proof, if requested, (3) Purchase invoice of the Device, if requested (4) Provide any additional document if required by Across

Assist or the risk underwriter to determine the admissibility of the Damage Repair Request.

## **7. Service Fulfilment Process**

1. Across Assist provides services through Pick/Drop Support (“PUDO”) Service for the Registered Device, for serviceable locations. You are required to wait until Across Assist confirms in writing via an email, on a voice call on your registered number and provides an update on the App / Consumer Web Portal about the status of the Damage Repair Request and the next steps expected. Once you are notified & that the service (either repair or replacement) is complete, you will promptly be notified via the App or on the Consumer Web Portal. The repaired / replacement device will be delivered to the address of initial pickup within the next working day of completion of repair / replacement.
2. Across Assist reserves the right to change the method by which they may provide repair / replacement service to you and your Registered Device’s eligibility to receive a particular method of service under this Plan. Service options, parts availability and response times may vary according to the city you live in
3. Issue, if any, found post receiving the repaired/replaced handset, should be reported within 48 hrs. of the delivery to Across Assist

## **8. Your Responsibilities**

To receive service or support under the Plan, you agree to comply with the following:

1. Provide a copy of your Registered Device’s original proof of purchase, if requested again
2. Provide Original copy of the Job Sheet upon replacement/refurbishment of the device, if requested, which was obtained from authorized service centre of the original manufacturer
3. Provide information about the reasons and causes of the damage to the Registered Device
4. Provide identity proof if requested to verify Beneficiary of the Plan again
5. Respond to requests for information, including but not limited to the Registered Device serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Registered Device, any error messages displayed, actions taken before the Registered Device experienced the damage and steps taken to avoid the damage

6. Follow instructions Across Assist gives you, including but not limited to refraining from sending Registered Device that is not subject to damage protection as per the Plan and packing the Registered Device in accordance with shipping instructions
7. Make sure to take backup of software and data residing on the Registered Device. DURING THE FULFILLMENT OF DAMAGE PROTECTION SERVICE ACROSS ASSIST OR THE ASP (AUTHORISED SERVICE PROVIDER) MAY DELETE THE CONTENTS OF THE REGISTERED DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. Across Assist and/or ASPs will return your Registered Device after the service event or provide a replacement unit as the Registered device was originally configured, subject to applicable updates. Across Assist or the ASPs may install latest software updates as part of hardware service that will prevent the Registered Device from reverting to an earlier version of the Operating System. Third party applications installed on the Registered Device may not be compatible or work with the Registered Device as a result of the Operating System update. You will be responsible for reinstalling all other software programs, data and passwords
8. Fill and submit the Electronic Forms by answering few questions on the damage incident for raising a valid Damage Repair Request on the App / Consumer Web Portal
9. Providing any additional documents as may be required by Across Assist and/or the Insurer (Risk Underwriter) in order to determine the admissibility of the Damage Repair Request

#### 9. Depreciation Matrix

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

Age of the Registered Device	Depreciation Applicable
Upto 90 days from the date of purchase of the Registered Device	10% of the Invoice Value
Between 91 days to 180 days from date of purchase of the Registered Device	20% of the Invoice Value
Between 181 days to 365 days from date of purchase of the Registered Device	35% of the Invoice Value

#### 10. Transfer of Plan

1. The transfer of ownership of the Plan for the Registered Device from the Customer to another party will render the Plan & its benefits null and void
2. If the Registered Device is replaced under Manufacturer's Warranty during the Plan Term, then the replacement Device will be termed as Registered Device, with the applicable Plan benefits for the remaining period of the Plan Term.

#### **11. Limitation Of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ACROSS ASSIST ITS AFFILIATES AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM ACROSS ASSIST'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF ACROSS ASSIST AND ITS AFFILIATES AND ITS' EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE DEPRECIATED VALUE OF THE REGISTERED DEVICE. ACROSS ASSIST SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE REGISTERED DEVICE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT ACROSS ASSIST'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR (II) FRAUD. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, ACROSS ASSIST'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE REGISTERED DEVICE OR SUPPLY OF THE SERVICE

#### **12. General Terms**

1. Across Assist may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so
2. Across Assist and its affiliates & its agents is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control
3. You may be required to perform preventative maintenance on the Registered Device to receive service under the Plan, and update the Across Assist Care App/ Consumer Web Portal from time to time whenever there is a new version is available on the Google Play Store

4. This Plan is offered and valid only if you are making a Damage Repair Request in India
5. This Plan is not offered to persons who have not reached at least the age of 18. This Plan may not be available in all states, and is not available where prohibited by law
6. In carrying out its obligations Across Assist may, at their discretion and solely for the purposes of monitoring the quality of their response, record part or all of the calls between you and them
7. Across Assist has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Across Assist regarding the processing of data, and Across Assist will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding how your data may be impacted by being processed in this way, contact Across Assist at the support mediums provided such as [mobilesecure@acrossassist.com](mailto:mobilesecure@acrossassist.com) or the call centre number of Across Assist.
8. The terms of the Plan, including the original sales receipt of the Registered Device and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Across Assist's entire understanding with respect to the Plan
9. Across Assist is not obligated to renew this Plan. If either Across Assist does offer a renewal, they will determine the price and terms
10. There is no informal dispute settlement process available under this Plan
11. In the event any section or portion of a section of these terms and conditions are deemed invalid, void or unenforceable, that section or portion of a section shall be severed & or revised from these terms and conditions, and the remaining terms and conditions shall continue in full force and effect. Across Assist does not own the responsibility of the communication for the changes made if any. Revisions in the terms & conditions, if any will be updated on our website
12. These terms and conditions shall be governed by and construed under the laws of India
13. These terms and conditions do not affect your statutory rights as a consumer
14. Customers consents to Across Assist sending periodic transactional SMS regarding the Plan bought by the customers as per the governing TRAI regulations

**Support Contact Details:**

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