



OneAssist YU Assure – Service Description and Abridged Terms & Conditions

Note: The terms contain herein are specific terms and conditions applicable to the specific product i.e. MiAssist Protection plan, and are in addition to and not in derogation of the standard terms and conditions.

This is applicable only on Xiaomi mobiles Handsets / Tablets.

Plan Features:

- One call to block your SIM from anywhere in the world, 24x7 Assistance
- SIM misuse insurance cover upto Rs. 3000
- Mobile Handset Accidental and liquid damage insurance (As per the handset and Specific plan)
- Pick-up & Drop service for repair of handset
- Courtesy Handset
- Smartphone assistance
- DocuSafe – online storage of documents up to 1GB

MiAssist Protection Plan – 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.

1. Definitions

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

“**Group Insurance Policy**” means the group insurance policy issued by the Insurer to OneAssist, for the benefit of the beneficiaries, all being the customers of OneAssist.

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

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

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

“**Telecom Service Provider**” shall mean the telecom service provider who provides the Customer with the SIM Card and Mobile Phone connection.

A. SIM Blocking

- i. In the event that the Customer’s Mobile Phone/SIM Card is lost / stolen, the Customer should immediately report the damage/theft to OneAssist/ telecom service provider. In the event that OneAssist requires the Customer to be on the call with the Telecom Service Provider to block the SIM Card, OneAssist will confer the Telecom Service Provider with the Customer to facilitate the blocking of the SIM Card.

B. DocuSafe

- i. The Customer shall not store any data that is illegal, infringes copyright or any such document that is not proprietary to the Customer and/ or possession of which is in contravention of any applicable law.
- ii. The Customer shall preserve and secure the password and other privacy settings of the DocuSafe facility.
- iii. Upon the membership of the Customer being terminated, the Customer’s data in the e-Locker would be purged after giving 30 days prior notice to the Customer to transfer or delete the data from the DocuSafe. Once the membership expires, the data in the e-locker will be deleted.
- iv. OneAssist shall, to the best of its ability, ensure the confidentiality of the data stored by the Customer in the DocuSafe and maintain reasonable security practices and procedures as required under applicable law.
- v. OneAssist shall act in accordance with the privacy policy (as amended from time to time) which is available for viewing/download, on OneAssist’s website. The terms of such privacy policy shall be deemed to be incorporated herein by reference.
- vi. OneAssist shall make reasonable efforts to ensure that the DocuSafe feature is available for access at all times.

C. Remote Fixing of Smartphone Problems (Call & Email)

With the changing technology smartphones are not just phone but are being used for surfing WEB, watching movies, getting social with fiends to sharing pics or playing multiplayer games all on the wireless network. Study says smartphone users are more likely to experience problems than owners of feature phones. Our remote solution will help the users to fix the smartphone feature related issues on a call or email as preferred by our customer.

Some of the category of issues which would be fixed would be:

- i. How to configure emails on your smartphone.
- ii. How to manage performance settings on your smart phone.
- iii. How to manage any settings related issue like display, language, fonts, ringtones, change volume etc.
- iv. How to manage smartphone better in terms of usage.

D. Handset Insurance Cover:

OneAssist as a Group Manager on behalf of its customers has arranged an Insurance cover with National Insurance Company Limited (**‘the Insurer’**). The Policy shall be valid for a period of 12 months from your membership date subject to the terms mentioned below. OneAssist is only the holder of the policy and you shall be the beneficiary in the event of a claim. It may be noted



that OneAssist shall only facilitate the registering and processing of the claim with the Insurance Company.

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

E. Courtesy Handset

- i. In the event that the Customer's Mobile Phone has been lost / stolen, the Customer must call OneAssist to report the damage/theft, and the Customer may request OneAssist to provide the Customer with an alternate handset for the interim use to the Customer. The alternate handset would be provided for a period of no more than fifteen business days on which the Customer may restore his contacts and other data, subject to submission of claim documents.
- ii. OneAssist would check authenticity of the Customer's request and based on OneAssist's findings, OneAssist may or may not issue the courtesy handset to the Customer.
- iii. In the event that the Customer, for any reason whatsoever, **fails to return the courtesy handset on the 16th day** to an authorized OneAssist personnel in the same city as in which the courtesy handset was provided by OneAssist, then OneAssist shall immediately without prior intimation to the Customer block the courtesy handset and will suspend the Customer's contract with OneAssist.
- iv. Further, In the event that the Customer, for any reason whatsoever, **fails to return the courtesy handset on the 16th day** to an authorized OneAssist personnel in the same city as in which the courtesy handset was provided by OneAssist, then OneAssist will charge the Customer a penalty of INR 10,000. The courtesy handset service shall be available only in the cities as set out on the OneAssist website, which may be amended from time to time.

INSURED EQUIPMENT:

Mobile Handset / Tablets provided by OneAssist which is declared for Insurance and insured with the Insurance Company for a period of 12 months from the date of OneAssist membership.

Mobile Handsets / Tablets up to maximum 2 years old will be considered under this policy

SPECIAL CONDITION –

No cover applicable for Mobiles without active SIM except for Tablets not requiring SIM.

Accidental damage / Liquid damage:

Accidental damage and Liquid Damage subject to terms, conditions, definitions and exclusions as mentioned below and as mentioned in the Master Policy. Liability would be restricted to the "Cost of the Device" or "Market value" or the "limit as per the Plan" selected by the customer whichever is lower.

Coverage:

In the event of **partial loss**, at all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which, upon the settlement of any loss under this policy, pro rata premium for the unexpired period from the date of such loss to the expiry period of insurance for the amount of such loss shall be payable by the insured to the company.

The additional premium referred above shall be deducted from the net claim payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of prorated premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the sum insured shall stand reduced by the amount of loss in case, the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

In the event of settlement of claim on total loss basis, the Insurance cover offered under this policy for that particular handset shall stop forthwith.

Policy is not transferable however in case of change of device during the policy tenure by the customer cover shall be extended to the new handset for the remaining tenure. The same shall be notified to National Insurance within 7 days of purchase of new device. Cover for Old handset will be terminated. All other terms applicable for new handset as well, Subject to No claim on the Old phone.

Insured and Beneficiary:

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

Sum insured: cost of equipment only as per purchase invoice or sum insured as per OneAssist plan selected by the customer.

Geographic limit – Worldwide

Handsets purchased abroad stand excluded

Basis of loss settlement:



Loss or damage to insured property shall be settled at market value or Sum Insured or Invoice Value whichever is lower, after charging the depreciation as per the depreciation chart below and in no case will be more than the Sum insured.

For replacement cases, the basis of settlement will be the replacement value subject to excess as per total loss cases

Depreciation Chart: Applicable only for Theft / Total loss cases [To any instrument / component]

Age of the Insured Gadget	Depreciation %
Up to 6 months	: 20%
6 months to 1 year	: 30%
1 year to 2 year	: 40%

Excess:

Compulsory deductible is 3% of the claim value subject to minimum of Rs. 750/- in case of each and every loss where the Purchase Invoice is available and produced at the time of claim. In case the beneficiary is unable to produce the purchase invoice at the time of claim, excess shall be 6% of the claim value subject to minimum of Rs. 2,000/- in case of each and every loss of such gadget. However, excess for Partial Loss shall be 3% of the claim amount subject to a minimum of Rs. 300/- each claim

Salvage:

The Insurer shall, upon settling the claim of admission of liability for the claim, be entitled: on the happening of loss or Damage to the gadget insured (in case of total loss / BER), to take and keep possession of the gadget damaged / recovered and to deal with the salvage in a reasonable manner; or Rs. 250/- shall be deducted from claim amount

BER: Beyond Economic Repairs

BER is the cost of repair equal to or more than 80% of Sum Insured or Invoice Value whichever is lower.

Mandatory Device related information for activating Insurance cover:

It is mandatory for the Customer to provide the following device related information to OneAssist for the purpose of activating Insurance cover:

- IMEI no.
- Make and model of the handset
- Invoice value
- Invoice date

Whereas OneAssist will make all efforts to collect the above information from the Customer, it is the responsibility of the Customer to ensure that all the said information is made available to OneAssist. OneAssist will be able to activate the Insurance cover on the said device only after receiving the above mentioned information. In case of non-receipt of the above mentioned



information, any Insurance claim on the said handset may be declined by the Insurance Company at its discretion. OneAssist may at its discretion require photo images of the device to be submitted by the customer at the time of creation of OneAssist membership.

Fire /Accidental damage / Liquid damage:

The Insurer shall not be liable for:

- Loss or damage to the Gadget due to mysterious circumstances / disappearance or unexplained reasons.
- Loss of Gadget resulting from or caused by theft, or attempted theft from unlocked vehicles or rooms.
- Fraud or criminal activity on the part of the Insured and the Customer.
- Claim on gadget during the hire or loan of the insured gadget to a third party.
- Loss resulting from detention or confiscation by customs or other Government or public authorities.
- Any failure of the Gadget to operate as a result of problems with respect to the network infrastructure, Customer's network subscription or similar service issues.
- Loss of or Damage to the Gadget that is registered in the name of a Corporate Entity, unless a nominee has been appointed by them as a Bonafide user.
- Loss arising due to any unlawful act or illegal activities including criminal acts, or acts of war or the handset is used with permission of the Bonafide Customer having knowledge of such acts.
- Consequential loss of any kind or description.
- Liability to any party of any nature including but not limited to liability of Authorised Service centre to other parties.
- Loss or damage caused by incorrect storage, poor maintenance, wilful negligence, incorrect installation, incorrect set-up, unless the authorised Service Centre representative would confirm otherwise with due substantiation.
- Loss or damage as a result of attack by unauthorised software/virus, software faults and manufacturing defect owing to which a gadget fails to operate.
- Loss or damage that is covered by a supplier, dealer or factory warranty.
- Any loss if the ownership of the gadget is transferred.
- 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.
- 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.
- 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.
- Any type of self-repair or attempted self-repair.
- Mechanical or Electrical Breakdown or electronic derangement or malfunction unless caused by an external accidental means or liquid.

20. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
21. Intentional overloading of the instrument. Loss or damage due to any experiments or tests and/or alterations resulting into any abnormal conditions.
22. Cost of Replacement of Battery unless caused by an accidental or liquid damage to the Gadget.
23. Any damage or loss occasioned from any water borne craft, unless such damage is caused by the accidental ingress of liquid/water, and if the Customer has taken reasonable care to protect the Gadget from damage.
24. Any manufacturing defect which is covered under Manufacturer's warranty Product defects whether latent / inherent or not.
25. Any loss of or damage to the SIM card / memory card unless caused by an insured peril.
26. Loss or damage to accessories unless they are attached to the Gadget.
27. Internal leakage of the battery, unless caused by an insured peril. Theft or Damage occurred while the Gadget is situated outside India providing the Customer is a Non Resident Indian.
28. Any instance where you are not a resident of India at the time that the Theft or Damage occurred.
29. Any type of SIM / airtime misuse or consequential loss thereof.
30. Any loss the named Customers may suffer or cost to the Customer for:
 - Damage to or Theft of, or costs or charges, when repairing or replacing aerials or battery chargers where these items are the only part of the gadget that have been Damaged or stolen;
 - any Damage or Theft caused by any deliberate act or negligence by the Insured Member(s), their employees or any person using the gadget with their permission;
 - costs or charges when replacing car kits or car Devices and other accessories which can no longer be used with the gadget;
 - costs involved in returning the gadget for repair, or collecting the gadget once it has been repaired;
 - costs caused by the gadget being routinely serviced, inspected, adjusted or cleaned;
31. Any loss related to indemnification for the Value added services
32. The Insurer shall not be liable for any loss or damage claim due to the inability of the Customer and insured to submit either of the claim processing and claim payment documents required by the Insurer for processing the Claim
33. The policy shall not be liable for any claim if information has intentionally been withheld or incorrect information or misrepresentations have been intentionally given that are of significance to the assessment of the claim
34. 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 country to the directives of the makers/manufacturers and/or this agents.
35. Scratching, denting. Cracking is excluded unless caused by accidental external means
36. Loss or damage due to theft or attempted theft by any employees of the insured or loss or damage occasioned through the wilful act of the insured or any employee or the wilful act of any other person with a connivance of the insured or any employee.
37. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance

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

Insurance Claims process:

- A. **Accidental / Liquid damage:** This refers to loss to customer's mobile handset due to accidental / liquid damage

The pickup and drop services is provided by the following modes:

Scenario 1: Doorstep Pick up and drop Services

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

Scenario 2- Mail In pickup and drop services

Locations covered: Other than locations covered under Doorstep service

Description of Scenarios:

Scenario 1- Doorstep service:

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

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

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

Pre-requisite for claim processing:

1. Claim form
2. Images of damaged handset with clear image of IMEI no.
3. Payment for deductibles / excess
4. Payment of differential between estimate amount and claim approval amount
5. ID proof of Mobile purchaser

Process flow:

- a. In case of accidental and liquid damage to the handset, Customer is required to call OneAssist call center on toll free no. **1800407333333** within 48 hours of discovering the damage
- b. OneAssist team registers the service request and sends copies of claim form and related documentation to the customer over email
- c. Customer is required to submit scanned copy of claim form duly filled up and signed by the customer along with 4 images of the broken/ damaged device with clear image showing the handset IMEI details within 48 hours of registering the claim



- d. OneAssist will verify the documents received from the customer over email and if the same are in order will trigger request to its Service Partner for collecting the handset from the Customer, otherwise, OneAssist will inform customer about deficiencies in the documentation which will have to be rectified by the customer
- e. Service Partner will fix an appointment with the customer for collecting the damaged handset, original claim documents including discharge voucher (refer list above) and the amount of deductible as applicable within 48 hours of submitting scanned images to OneAssist. It is important to note that only on receipt of all complete original documents including amount payable by the Customer, claim process will be taken forward
- f. Service Partner will submit the handset at the service center for repairs; get an estimate for repairs along with the tentative timelines for repairs with 48 hours of submitting handset to the service center
- g. On receipt of approval from the Insurance Company, OneAssist will communicate the amount of approval to the customer:
 - i. If the amount of approval is lower than the estimate amount, OneAssist will take an approval from the customer on a recorded line. If the customer accepts to pay the differential amount (ie Estimate amount less Claim approval amount) then OneAssist will instruct its Service Partner to collect the amount from the customer along with any pending documents. On confirmation of receipt of money to the Service Partner's account, OneAssist will instruct the repair center to repair the damaged handset of the customer
 - ii. If the customer does not agree to pay the differential amount, then OneAssist will handover the handset to the customer without repairing the same.
- h. If the repair estimate is more than Rs. 20,000/-, then Insurance Company will arrange for a Surveyor visit. OneAssist will co-ordinate with the Insurance Company and the Customer for such visit. Basis the Surveyor report, OneAssist will co-ordinate with the Insurance Company for the approval of the repair estimate and inform the customer on the status of the repair claim
- i. On confirmation of repair of the handset by the service center, OneAssist will instruct its Service Partner to collect the same from the repair center and deliver it to the customer with an acknowledgement from the customer

Scenario 2 – Mail in Process:

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

Locations covered: Other than locations covered under Doorstep service

Pre-requisite for claim processing:

1. Claim form
2. Images of damaged handset with clear image of IMEI no.
3. Payment for deductibles / excess
4. Payment of differential between estimate amount and claim approval amount
5. ID proof of Mobile purchaser

Process flow:

- a. In case of accidental and liquid damage to the handset, Customer is required to call OneAssist call center on toll free no. 1800407333333 within 48 hours of discovering the damage
- b. OneAssist team registers the service request and sends copies of claim form and related documentation to the customer over email
- c. Customer is required to submit scanned copy of claim form duly filled up and signed by the customer along with 4 images of the broken/ damaged device with clear image showing the handset IMEI details within 48 hours of registering the claim
- d. OneAssist will verify the documents received from the Customer and if the same are in order will trigger request to its Service Partner for arranging a pre-addressed and pre-paid pick-up box to be sent to the customer, otherwise, OneAssist will intimate customer about deficiencies in the documentation which will have to be rectified by the customer
- e. Service Partner will fix an appointment with the customer for delivering the pick-up box; customer will pack the damaged handset in the box and handover the box, the original claim documents including discharge voucher (refer list above) and the amount of deductible as applicable to the courier agency, within 48 hours of submitting scanned images to OneAssist. It is important to note that only on receipt of all complete original documents including amount payable by the Customer, claim process will be taken forward
- f. Service Partner will submit the handset at the service center for repairs; get an estimate for repairs along with the tentative timelines for repairs with 48 hours of submitting handset to the service center
- g. On receipt of approval from the Insurance Company, OneAssist will communicate the amount of approval to the customer:
 - i. If the amount of approval is lower than the estimate amount, OneAssist will take an approval from the customer on a recorded line. If the customer accepts to pay the differential amount (ie Estimate amount less Claim approval amount) then OneAssist will instruct its Service Partner to collect the amount from the customer along with any pending documents. On confirmation of receipt of money to the Service Partner's account, OneAssist will instruct the repair centre to repair the damaged handset of the customer



- ii. If the customer does not agree to pay the differential amount, then OneAssist will handover the handset to the customer without repairing the same
- h. If the repair estimate is more than Rs. 20,000/-, then Insurance Company will arrange for a Surveyor visit. OneAssist will co-ordinate with the Insurance Company and the Customer for such visit. Basis the Surveyor report, OneAssist will co-ordinate with the Insurance Company for the approval of the repair estimate and inform the customer on the status of the repair claim
- i. On confirmation of repair of the handset, OneAssist will instruct its Service Partner to collect the same from the repair center and deliver it to the customer with an acknowledgement from the customer

NOTICE OF CLAIM:

The **Customer** must do the following:-

1. Inform OneAssist within two working days of discovering the loss or damage
2. Beneficiary to submit all documents with 15 working days from date of notification of the incident to OneAssist
3. OneAssist to register claims with Insurer within two working days of receipt of all documents from beneficiary
4. Submit claim form with the relevant documents as noted in the claim form at the earliest
5. Beneficiary to submit the Gadget, if BER (Beyond Economic Repairs) to the Insurer through OneAssist. The same is optional though and subject to Salvage as mentioned in the Policy.
6. Cooperate with the Surveyor / Investigator if appointed.
7. In the event of Theft or Burglary, Beneficiary to report the incident to the police within 24 hours from the time of such incident. If the Beneficiary is travelling, the Theft/Robbery must be notified to the local police authority in writing as soon as practically possible. The report must be duly acknowledged by the police authority concerned.
8. The Customer shall produce for the Insurer's examination all pertinent documents at such reasonable times and shall co-operate with the Insurer in all matters pertaining to any Claims. Failure to comply with this condition may prejudice the Claim. Filing a false or a fraudulent Claim will invalidate the Claim and result in the Insurer rejecting the Claim and any other action deemed fit.
9. The Customer shall forward to the Insurer original receipts of purchase, if available, acknowledgement from the police or any other proof whether written or otherwise to support the Claim within fifteen (15) days from the date of notification of a Claim as stated in above clause.
10. Subject to receipt of all the required documents in original from the Beneficiary, the Policy Holder shall forward to the Insurer such documents within fifteen (15) days from the date of receipt of intimation from the Insurer of the acceptance/rejection of the Claim.
11. All documents, affidavit information and evidence, as are to be provided by the Beneficiary under the Claim Form, must be provided at the Beneficiary's expense in the form and nature required in the Claim Form.

ALL COMPLETED CLAIM DOCUMENTS TO BE SUBMITTED WITH IN 15 DAYS

Conditions:

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

NOTICES:

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

DUTY OF THE CUSTOMER:

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

DISPUTES & JURISDICTION:

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

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

OBSERVANCE OF TERMS & CONDITIONS:

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