

## STANDARD TERMS AND CONDITIONS

### 1 DEFINITIONS

- 1.1 “**Plan(s)**” shall mean the either or all of the products/ services package offered by OneAssist from time to time, which products/services may have add on components or features.
- 1.2 “**Joint Plan**” means any OneAssist Plan that is taken for two members at the same time where the two members are related to each other by way any of the following:
- Spouse
  - Siblings
  - Parent – Child
  - Grandparent – Grandchild
- Subject to both the members fulfilling the conditions necessary for a OneAssist membership
- 1.3 “**Plan Fee**” shall mean the fees charged by OneAssist from time to time for the Plan(s) availed of 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.
- 1.4 “**Plan Terms**” shall mean the terms and conditions separately provided with the Terms herein which shall be specifically applicable in relation to each Plan(s).
- 1.5 “**Free Look-In 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 refund of the Plan Fee.
- 1.6 “**Insurer**” shall mean the third party insurance provider as OneAssist may partner with from time to time for the add-on benefit as may be applicable to the various Plans.
- 1.7 “**Service Partner**” means any third party service provider affiliated with OneAssist.
- 1.8 “**Personal Information/Data**” shall mean and include such personal and financial information of the Customer relating to his/her data /or documents, in any medium including financial information such as bank account or credit card or debit card or other payment instrument details, identification document details including passport, PAN card details, driving license, etc.

### 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 this Terms.
- 2.3 Customer acknowledges the receipt of the Terms and the Plan Terms, as applicable and agrees to be fully bound by the Terms and the relevant Plan Terms. In the event, the Customer avails of any benefit under any of the Plan Terms or lodges a claim within the term of the Policy, the Customer shall deemed to have accepted the Terms unconditionally.

### 3 CUSTOMER CONSENTS AND CONFIRMATIONS

- 3.1 Further, the Customer has and hereby consents to the use of the Personal Information by OneAssist for the purposes of providing the various services under the Plan(s) offered by OneAssist. OneAssist respects the privacy of the Customer and the confidentiality of Customer’s Personal Information so

collected by OneAssist by itself or on its behalf and shall take all reasonable steps to protect it and maintain its confidentiality.

- 3.2 The Customer also hereby consents to the Personal Information being disclosed by OneAssist to any third party including any insurer, Service Partner of OneAssist who will be either providing the add-on insurance or other benefit and/or services on each of the Plan(s) for the purposes of fulfillment 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 the 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 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 fulfillment 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 service providers and/or products that may be of some interest to the Customer.

### 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) and the Insurance Fee for the respective Plan(s) shall be as more particularly set out in the Plan Terms.
- 4.3 Activation of the Plan(s) is subject to realization/receipt of the Plan Fee.

### 5 SERVICING OF CLAIMS

- 5.1 The Customer acknowledges and understands that claim or payment of any benefit covered by an add-on group insurance cover shall be at the sole discretion of the Insurer and OneAssist shall only provide assistance in facilitation of the claim by liaising with the Insurer.
- 5.2 Any claims made by the Customer under these Terms and Plan Terms shall be subject to the following:
- 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;
  - The Customer having 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 claim;
  - d) The Customer having complied with the requirements of the Insurer for the purposes of processing the claim, may be required from time to time.
    - i. Claim form duly filled & signed by the Customer; and
    - ii. F.I.R. or intimation copy issued by the police; and
    - iii. Any other document as may be required by the respective Insurer.
- 5.3 Notwithstanding anything contained hereinabove, OneAssist shall not be obliged to entertain any claim from the Customer unless (i) the Customer is over the age of 18 years and a resident of India, and (ii) the Plan Fee up to the date of claim 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 the Insurer; 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 or the Insurer 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.

## **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 fulfillment of services.

## **8 REPRESENTATIONS AND WARRANTIES**

- 8.1 The Customer represents that he/she is completed the age of 18 years and is a resident of India.
- 8.2 The Customer is in compliance with the applicable law as may be relevant for the Plan (s) which is availed of by the Customer.
- 8.3 The Personal Information provided by the Customer for the purposes of availing of the Plan(s) is and shall be true and accurate.

## **9 OBLIGATIONS AND COVENANTS OF THE CUSTOMER**

- 9.1 If the Customer receives a benefit as contemplated under any specific Plan Terms and it is later discovered that the claim was dishonest, fraudulent or false, OneAssist will take steps to recover from the Customer, such payment(s) made to the Customer, either by OneAssist or a third party, as the case may be.
- 9.2 The Customer undertakes that he/she shall strictly comply with the terms of usage contained in the Plan Terms in relation to the use of the Plan(s).

- 9.3 The Customer acknowledges, confirms and covenants that that the object of the Plan(s) being availed of or provided by OneAssist is not an 'insurance product' but insurance is merely an add-on feature of the Plan(s) on a group insurance basis and that the Customer has availed of the Plan(s) in accordance with this understanding.
- 9.4 The Customer undertakes and covenants that he/she shall not use make use of the Plan(s) to or in the course of usage of the Plan(s), upload, display, publish, update, disseminate or transmit content or information that:
- 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, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner 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, defence, security or sovereignty of India or seditious, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation or violates any other provision of law.

## **10 LIMITATION OF LIABILITY**

- 10.1 OneAssist shall not be liable for any incidental, consequential, exemplary, special or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use). OneAssist disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement. OneAssist's total liability under the Terms and/or the relevant Plan Terms shall not exceed the Plan Fee.
- 10.2 In case of a claim under the add-on group insurance benefit provided with the Plan(s), OneAssist's role in discharging its obligations hereunder shall be that of a mere facilitator, and OneAssist is not and shall not be liable to the Customer for any claim, loss, damage, or compensation caused in relation to or arising from or in connection with the group insurance policy.

## **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.

**OneAssist Consumer Solutions Pvt Ltd**  
 P O Box No. 7417, J B Nagar Post Office  
 J B Nagar, Andheri (E)  
 Mumbai – 400059

## 13 MISCELLANEOUS

- 13.1 The Terms will inure to the benefit of the legal successors of OneAssist. Other than as stated above, no assignment of the Terms is possible.
- 13.2 OneAssist will not incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, bandhs, riots, acts of war, natural disaster, fire and explosions, or any other events reasonably beyond the control of either party.
- 13.3 OneAssist reserves the right to amend the Terms and/or the Plan Terms and/or the features or pricing of the Plans. Upon such amendment such terms will become applicable immediately and will be intimated to the Customer in due course. If the Customer does not accept the amendment of the Terms and/or the Plan Terms, he shall have the right to terminate Terms and the Plan Terms with appropriate notice as may be specified in Clause 6. The alteration of the Terms and/or the Plan Terms shall be deemed accepted where the Customer continues to use the service one (1) month after the amendment has taken effect.
- 13.4 The Terms along with the relevant Plan Terms constitutes the entire agreement between the parties with respect and in relation to the Plan (including any modification or amendment thereto) subscribed or availed of by the Customer and supersedes all previous communications, representations, understandings and agreements, either oral or written.
- 13.5 The Agreement shall be governed by the laws of the Republic of India.
- 13.6 All disputes arising in connection with the Terms and/or the respective Plan Term(s) shall be finally settled by arbitration pursuant to the rules of the Arbitration and Conciliation Act, 1996, by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language of the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties.

## Trip Assist (Service Description and Terms & Conditions)

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

No	Features	Power Plan	Benefits
		Yes/No	
1.	24 hour Number with worldwide coverage	Yes	
2.	Emergency Ticketing	Yes	India – Upto ₹ 40,000 Abroad – Upto ₹ 80,000
3.	Emergency Assistance in Hotel Bill Payment	Yes	India – Upto ₹ 40,000 Abroad – Upto ₹ 80,000
4.	Lost Passport Assistance	Yes	
5.	Foreign Language Interpreter	Yes	
6.	Up to 7 days of pre-reporting cover	Yes	Up to ₹1,00,000/-
7.	Post Reporting cover - Complete Protection	Yes	
8.	DocuSafe - Online Storage Space	Yes	
9.	Contacts, SMS, Photos, Videos	Yes	
10.	Sync and share through WEB	Yes	
11.	Remote Phone Lock, Remote data wipe from Phone & Memory Card	Yes	
12.	Remote Phone Unlock / Reset	Yes	
13.	Remote Phone Locator & Alarm	Yes	
14.	SIM Change alert & automated locking upon SIM change	Yes	
15.	Los SIM Misuse Insurance		(up to ₹3000)
16.	Emergency messaging service to notify family members	Yes	
	Plan Duration	<b>30 Days</b>	
	Plan Fee (Single Plan), including all applicable taxes	₹599	
	Plan Fee (Joint Plan), including all applicable taxes	₹ 899	
	Freelook Period	NA	

## 1. Definitions

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

**“Applications”** shall mean the Mobile Security and Mobile Data Backup software applications, as well as anti theft applications, provided to the Customer via the OneAssist website/welcome pack, along with any upgrades to the said applications and software as may be made from time to time.

**“Cards”** means the Customer’s credit and debit cards.

**“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.

**“Issuer”** means the issuer(s) of the Cards.

**“Mobile Phone”** shall mean the mobile phone device of the Customer. The Customer can avail of the mobile phone related features in relation to one Mobile Phone i.e., single plan for a single 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.

## 2. Operating System on which the Mobile Phone related Features are available

The following is an indicative list setting out the availability of the features of the Plan on the basis of the Mobile Phone’s operating system.

Operating System	Anti Theft	Mobile Security	Automated Data back-up
Symbian	Yes	Yes (except Safe Contacts)	Yes
Android	Yes	Yes	Yes
Blackberry	Yes	No	Yes (except SMS)
IOS	No	Yes (only Browsing & Application Protection)	Yes

## 3. Plan Features

*In relation to automated data backup and antitheft features, the Customer must install the Applications on the Mobile Phone and should not exit/close/shutdown the Applications. The Customer must select the option “Hide” provided in the Applications.*

### A. Emergency Travel Assistance

- The customer is eligible for emergency travel assistance services only when the customer has reported the loss of cards to OneAssist and requested for blocking them while travelling out of his registered city of residence
- The emergency travel assistance services shall be made available to the Customer at the sole discretion of OneAssist and subject to the Customer consenting to OneAssist making such enquiries as may be deemed necessary in the sole discretion of OneAssist, in order to assess the claim or the benefit sought to be availed of by the Customer.
- If the Customer is in India or abroad at the time of loss of the Card, OneAssist shall, at its discretion facilitate through its Service Partners, payments to the Customer’s hotel in order to cover the Customer’s hotel bill.
- OneAssist shall facilitate through its Service Partner, at its sole discretion, payment in India towards ticketing arrangements (in the event the Customer is abroad/in India) on behalf of the Customer in order to make alternate travel arrangements to return to the travel destination nearest the Customer’s home. This facility shall be made available in the event the Customer’s travel tickets have been lost or stolen at the same time as the loss of the Cards.
- Any advance made to or on behalf of the Customer hereunder shall be interest free and repayable within twenty eight (28) days from the date of the advance being provided. In the event of the advance not being repaid / reimbursed within the stipulated time, OneAssist shall be at liberty to take such action as may be deemed necessary, in the sole discretion of OneAssist, to recover the advance which shall be to the cost of the Customer and shall constitute a debt payable by the Customer to OneAssist.
- The Customer shall sign such documents acknowledging receipt of the advance, at the time such advance is made by OneAssist.

### B. Lost Passport Assistance

- In the event, the Customer is located abroad and reports his/her passport as lost/stolen, OneAssist shall assist the Customer with the process and documentation involved in obtaining an alternate travel document in order for the Customer to return to India. OneAssist’s role would be limited to providing assistance in relation to procedure and documentation to enable the Customer to apply for or obtain an alternate travel document

### C. Foreign Language Interpreter

- The foreign language interpreter shall be facilitated by OneAssist through its Service Partner(s). The interpreter shall be made available to the Customer via telephonic conference call for the purposes of

interpreting/translating a foreign language to English. A list of supported foreign languages shall be made available on OneAssist's website from time to time.

- ii. The Customer shall call OneAssist on the helpline number in order to avail of this facility. OneAssist shall endeavor to provide this facility on a 24/7 basis.

#### **D. Fraud Protection**

- i. The Customer shall, immediately upon any loss or fraudulent use of the Card(s), report the same to OneAssist by calling the OneAssist.
- ii. The Customer undertakes to act in a *bona fide* manner and shall not, in connivance with any third party, attempt to fraudulently benefit from this or any other Plan.
- iii. Claims will be governed by the Insurer's/Issuer's terms and conditions, as applicable.
- iv. The pre-reporting and post-reporting cover is provided on a case to case basis whereby OneAssist will ascertain or determine the eligibility of the Customer's claim on the basis of self declaration by the Customers and the circumstantial facts surrounding each situation.
- v. The pre-reporting cover is provided for fraudulent transactions on lost Cards up to 7 days prior to the reporting. The pre-reporting cover for fraud must be reported by the Customer to OneAssist by calling OneAssist within 24 hrs of discovering the loss/fraud.
- vi. It is mandatory that for pre-reporting and post reporting cover, the Customer should have actually lost the Card and reported it to be lost to OneAssist.
- vii. OneAssist reserves the right to determine the actual time of the call, on the basis of the call records available with OneAssist in order to ascertain the cover.
- viii. The Insurer is fully responsible to ensure that the pre-reporting claim payment is made in the name of the insured member of the group, i.e. the Customer, even if the cheque is sent to the OneAssist for administrative convenience. OneAssist's responsibility will be restricted to assisting the Customer in the registration and in the follow up of the claim.
- ix. The exclusions for Post-reporting fraud are:
  - a. Card transactions authorized using PIN / Password issued to the policy holder by the Bank.
  - b. Internet based transactions
  - c. Use of counterfeit card
  - d. Card transactions incurred by a resident of policy holder's household, or by a person entrusted with the Card by the policy holder

#### **E. DocuSafe - Online Storage Space**

- 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 DocuSafe facility would be purged after giving 30 days prior notice to the Customer to transfer or delete the data from the DocuSafe facility. 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 facility 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

#### **F. Automated Data Backup (Contacts, SMS, Photos, Videos)**

- i. The Customer must install all software and Applications as directed by OneAssist on their website/welcome pack and update the same as and when any notification of an update is intimated to the Customer. Application is designed to securely, automatically and transparently create a backup of selected data - such as: contacts, photos, SMS and Videos from the end-users' mobile devices. The backed up data is stored on a remote data storage system offered by OneAssist. The backed up data can be viewed on a web-interface and shall be made available to the Customer for viewing.
- ii. Only the data that has been backed up by the Customer can be recovered on the handset being used by the Customer. The Customer has to install the Application and ensure that a one time backup is performed. By default, only the contacts and SMS will be backed up. In order to have the pictures and videos backed up, the Customer needs to select the setting to take back-up for pictures and videos.
- iii. OneAssist shall, to the best of its ability, ensure the confidentiality of the backed-up data of the Customer and maintain reasonable security practices and procedures as required under applicable law.
- iv. 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.]
- v. The Customer hereby consents to OneAssist acting on its behalf and to do all such acts necessary in the performance of its obligations as set out herein *vis-a-vis* the software/application providers.

#### **G. Anti theft features [Remote Phone Lock, Remote data wipe from Phone & Memory Card, Remote Phone Unlock / Reset]**

- i. The Customer must install, install the anti-theft application, and any other software and Applications as directed by OneAssist on their website/welcome pack and update the same as and when any notification of an update is intimated to the Customer.
- ii. The Customer's details such as the Customer's mobile number should be registered with OneAssist in order for OneAssist to execute the commands on the Customer's Mobile Phone. In case of mobile number not updated with OneAssist, OneAssist will not be able to remotely execute the anti-theft features on the Customer's Mobile Phone.
- iii. In order to remotely lock the Mobile Phone in the event of loss or theft, the Customer must call OneAssist and place a request with OneAssist for OneAssist to remotely lock the Mobile Phone. In the event that the Mobile Phone is retrieved by the Customer, the Customer can unlock the Mobile Phone using a password.
- iv. In order to remotely wipe the data on the Mobile Phone, such as addresses, phone numbers, email, photos, the Customer can initiate a remote wipe to restore it to its factory settings by contacting One Assist. When the Mobile Phone is retrieved by the Customer, the Customer can restore the data using the Customer's most recent backup of the Mobile Phone with OneAssist.
- v. In the event that the Customer's Mobile Phone is lost/stolen, the Customer must inform OneAssist immediately in order for OneAssist to track the Mobile Phone and alert the Customer on an alternate number in the event that a third party puts a different SIM card into the Mobile Phone.
- vi. Further, OneAssist shall inform via SMS upto three (3) family members/friends of the Customer of the theft of the Mobile Phone. The phone numbers of upto three (3) family members/friends must be pre-registered with OneAssist.
- vii. In the event that the Customer's Mobile Phone is lost/stolen, the Customer must contact OneAssist to locate / trace the last known location of the device.
- viii. The Customer hereby consents to OneAssist acting on its behalf and to do all such acts necessary in the performance of its obligations as set out herein *vis-a-vis* the software/application providers.

#### **H. SIM Blocking and Insurance**

- i. In the event that the Customer's Mobile Phone/SIM Card is lost/stolen, the Customer should immediately report the loss/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 conference the Telecom Service Provider with the Customer to facilitate the blocking of the SIM Card.
- ii. The SIM insurance cover is provided under Personal Extended Protection Policy 1900084112 issued by Tata AIG General Insurance Co. Ltd.. The insurance cover is valid for one year from the midnight of the following day of purchase of this Plan from One Assist

- iii. SIM Card insurance cover of up to INR 3000/- towards fraudulent charges on a lost / stolen SIM Card up to 12 hours prior to the Customer first reporting the event to Customer's Telecom Service Provider, shall be made available. Upon the Customer making a claim for the unauthorized charges on the Customer's lost / stolen SIM Card, OneAssist shall send the Customer all necessary forms and documents required in order to make a claim with the Insurer. For the purposes of the above, unauthorized charges mean those charges which are incurred on the SIM card after the physical loss of the SIM card and without the knowledge or consent of the SIM card holder as per provisions, terms and conditions of Telecom Service Provider.

#### **iv. Key Exclusions:**

The Insurer i.e., Tata AIG in this case, will not pay for any expenses or loss as a result of:

- a. Charges made on the Customer's lost or stolen SIM card more than 12 hours prior to the Customer first reporting the event to the Telecom Service Provider;
- b. Charges made on the Customer's SIM card if the Customer's SIM card has not been lost or stolen;
- c. Charges incurred by a resident of the Customer's household, or by a person entrusted with the Customer's SIM card;
- d. Any liability arising out of lost or stolen SIM card except as provided above

#### **v. Coverage Conditions:**

- a. The Customer must report the loss or theft of the SIM card to the Telecom Service Provider within 3 hours after discovering the loss or theft of the SIM card.
- b. The Customer must comply with all terms and conditions of the Telecom Service Provider by whom the SIM card is issued.

#### **vi. General Exclusions:**

Tata AIG will not cover the following:

- a. Losses that do not occur within the policy period;;
- b. Losses that result from or related to business pursuits including your work or profession]; c. Losses caused by illegal acts;
- d. Losses that you have intentionally caused;
- e. Losses that result from the direct actions of a relative, or actions that a relative knew of or planned
- f. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
- g. Losses due to the order of any government, public authority, or customers' officials.
- h. Losses due to ionising radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self-sustaining process of nuclear fission)of nuclear fuel.
- i. Losses due to the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- j. Losses due to nuclear weapons material.
- k. Terrorism Exclusion Warranty

- vii. OneAssist will facilitate the lodging of the claim and the reimbursement of the unauthorized charges on the Customer's lost / stolen SIM Card.