

Terms and conditions

Extended Warranty for your Headphone

OneAssist Extended Warranty is the product that will ensure complete peace of mind for your headphone purchase for an additional period of six or twelve months. Extended Warranty is a one stop solution that covers functional/manufacturing issues for your headphone. Now, you can just sit back and relax & we will take care of any problem occurring to your product

How to claim?

- Whenever you face any issue with your product covered under Extended Warranty, just give a call to 24X7 call centre support of our service provider at 1800 123 3330 and share your registered mobile number or Plan ID and we will take care of the rest.

- Plan ID will be shared with you on activation of the policy on your Email ID registered with Flipkart. Activation of policy happens post 24-48 hours post-delivery of your product.

Detailed Terms & Conditions

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

STANDARD TERMS AND CONDITIONS

DEFINITIONS

Plan(s): shall mean either or all the products/ services package offered by OneAssist from time to time, which products/services may have add-on components or features, details of which are mentioned in the Welcome letter kit / Welcome email.

Plan Fee: shall mean the fees charged by OneAssist 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.

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).

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.

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.

Service Partner: means any third-party service provider affiliated with OneAssist.

Personal Information/Data: shall mean and include only a). Name b). Address and c.) Date of Birth of the customer.

PURPOSE

These terms and conditions (âTermsâ) shall govern the transaction between OneAssist Consumer Solutions Private Limited (âOneAssistâ) and the party whose name appears on the Order (âCustomerâ) in relation to the Plan(s) provided by OneAssist.

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.

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 be deemed to have accepted the Terms unconditionally.

CUSTOMER CONSENTS AND CONFIRMATIONS

Further, the Customer has and hereby consents to the use of the Personal Information (Name, Address and Date of Birth) 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 maintain its confidentiality, at all times.

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 extended warranty or other benefit and/or services on each of the Plan(s) for the purposes of fulfilment of the services or if required by law. OneAssist shall share only the relevant portion of the customer information with the third party on need-to-know basis, necessary for providing services. OneAssist shall not share the Personal Information of the customers with any third party(ies) or shall use the same for cross selling any other product and/or services. These third parties shall comply with the confidentiality provisions and shall not use/transfer the same for any purpose other providing services to OneAssist.

The Customer expressly and without limitation, consents to OneAssist/Flipkart or their service partners for 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. OneAssist shall share such call recordings of the customers with Flipkart from time to time, as may be agreed between Flipkart and OneAssist.

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.

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.

The Customer hereby consents to receiving period SMS / email communication from OneAssist of information pertaining to Extended Warranty Plan. OneAssist shall not contact the Customer(s) (neither offline nor online through call/SMS/email) for any purposes other than providing services related to the Plan Term opted by the Customer.

TOTAL FEES/CHARGES

The all-inclusive Plan Fee(s) for the respective Plan(s) shall be as more particularly set out in the Plan Terms.

Activation of OneAssist Plan(s) is subject to realization/receipt of the Plan Fee.

SERVICING OF CLAIMS

The Customer acknowledges and understands that claim or payment of any benefit covered by an add-on extended warranty cover shall be governed by the Plan Terms and OneAssist shall be liable to provide the services to the Customer in accordance with the Plan Term and facilitation the same with OneAssist and/ or its Insurer.

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;

The Customer having provided OneAssist with full and accurate information in connection with the coverage, as applicable;

The Customer having complied with the requirements of processing the claim may be required from time to time:

Claim related details duly filled by the Customer; and

Invoice copy

-Any Govt issued identity proof to confirm Name, Address and Date of Birth

Bank Account details, cancelled Cheque in case of monetary settlement

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.

CANCELLATIONS/ RENEWAL/TERMINATION

OneAssist will cancel the Terms and/or the Plan Terms if the Customer has at any time:

agreed to help any third party to try to fraudulently or dishonestly obtain money from OneAssist; or

is in violation of applicable law as may be relevant to the use of the Plan(s); or

failed to meet the Terms and/or the Plan Terms

If notice of termination is provided by the Customer within the Free Look-In Period, a full refund is available. However, if the Customer has lodged a claim or availed of any benefit under any of the Plan Terms at any time during the Free Look-In Period, no refund will be available. After the expiry of the Free Look-In Period, for any cancellation by the Customer, OneAssist will not refund the Plan Fee.

Period	Refund Percentage
0-10 Days	100%
Above 10 Days	No Refund

The above refund percentage is on Plan Fee.

CONFIDENTIALITY

OneAssist shall 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.

REPRESENTATIONS AND WARRANTIES

The Customer represents that he/she is completed the age of 18 years and is a resident of India.

The Personal Information provided by the Customer for the purposes of availing of the Plan(s) is true and accurate, to the reasonable knowledge.

OBLIGATIONS AND COVENANTS OF THE CUSTOMER

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 (in accordance with the applicable laws of limitations).

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).

The Customer acknowledges, confirms and covenants that the object of the Plan(s) being availed of or provided by OneAssist is not an "insurance product" but extended warranty is merely an add-on feature of the Plan(s) and that the Customer has availed of the Plan(s) in accordance with this understanding.

LIMITATION OF LIABILITY

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. OneAssist's total liability under the Terms and/or the relevant Plan Terms shall not exceed the purchase price of the covered product/Sum Insured.

In the event of any complaints/grievances, Customer may write to OneAssist on happytoassist@oneassist.in, or alternatively give a call on 18001233330. All the compliances and grievances shall be allotted a reference number and shall be resolved within 10 working days of the date of issue of reference number.

INDEMNITY

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:

- any wrongful act or omission of the Customer in relation to the usage of the Plan(s);
- any wilful misconduct, gross negligence or fraud by the Customer;
- any failure of the Customer to comply with the applicable law;
- any breach of the representations, warranties, obligations and covenants of the Customer or a default of the Customer's obligations; and
- any third-party claims arising out of the Customer's use of the Plan(s).

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.

OneAssist agrees to defend, indemnify and hold Customer 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 OneAssist in relation the Plan(s); b) any wilful misconduct, gross negligence or fraud by OneAssist; c) any failure of OneAssist to comply with the applicable law; d) any breach of the representations, warranties, obligations and covenants of OneAssist or a default of the OneAssist's obligations; and e) any third-party claims arising out of the Plan(s).

NOTICES

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 Private Limited

PO Box 7431, 18, Military Rd, Sankasth Pada Welfare Society, Shivaji Nagar JJC,
Marol, Andheri East, Mumbai, Maharashtra 400059

MISCELLANEOUS

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.

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.

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. OneAssist shall not amend the Terms and/or the Plan Terms and/or the features or pricing of the Plans post the purchase of the Plan(s) by the Customer.

The Agreement shall be governed by the laws of the Republic of India.

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 mutually by the parties under dispute. 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.

EXTENDED WARRANTY TERMS AND CONDITIONS

This "Extended Warranty for Headphones and Headsets", herein also after referred to as "Extended Warranty Plan" or "Extended Warranty" 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 Extended Warranty shall be fully binding on the customer for the product/appliance/equipment covered, herein referred to as "Product".

GENERAL DEFINITIONS

Product Covered: "Headphones or Headsets" are a pair of small loudspeaker drivers worn on or around the head over a user's ears. Headphones are also known as ear-speakers, earphones. Another type, known as earbuds or earpieces consist of individual units that plug into the user's ear canal. A headset can be a combination of headphone and microphone. The headphone can be wired to the sound output device or it can be wireless (connected via Bluetooth) and sold via Flipkart Platform (www.flipkart.com; Flipkart mobile application and Flipkart Lite).

"Device" shall mean the Headphone of the Customer. The Customer can only avail of the Extended Warranty package in relation to one Headphone (in case of Bluetooth headphones, the charging case is also included).

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.

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 device such as voltage stabilizer.

Mechanical/ Electrical Breakdown: Means defect, the breaking or burning out (electrical) of any defined parts of the covered product arising from mechanical or electrical defect causing sudden stoppage of their functions, necessitating visit, repair or replacement.

Covered Breakdown: Breakdown covered during the manufacturer's warranty/guarantee period. The covered breakdown will vary for each product in accordance with the manufacturer's warranty/guarantee for the said period.

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.

Manufacturer's Warranty/ Guarantee period: The uninterrupted period of the manufacturer's warranty/ guarantee cover as stated on the original official manufacturer's warranty/ guarantee certificate and publications.

Extended Warranty: Extended Warranty shall be an extension of manufacturer's warranty terms by a continuous period of Six (6) or Twelve (12) months starting from the expiry of manufacturer's warranty as per the plan opted by you.

Service Contract Term: Mechanical and electrical breakdown to the extent provided by the manufacturer's warranty for domestic electrical/electronic product manufactured in India or is legally imported in India and sold through Flipkart Platform by an invoice and manufacturer's warranty/Guarantee certificate. The Extended Warranty cover commences on the expiration of the manufacturer's warranty/guarantee period and is for a period mentioned in the service contract details of the service contract, and shall continue to remain in force for a period as applicable, unless terminated earlier as per terms herein. This Contract and the terms and conditions herein shall continue to remain in force if due to any reasons, the original manufacturer replaces the Product of the Customer with the Product of the same model

during the manufacturer's warranty period subject to such information being shared by you with OneAssist on any such occasion.

We, Us, Our: The issuer of Extended Warranty i.e., OneAssist

You, your: The person to whom We are issuing Our Extended Warranty

âElectronic Dataâ means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

âComputer Virusâ means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

QUALIFYING PRODUCTS & BRANDS

Extended Warranty can be bought for the following products and brands:

PRODUCT CATEGORY	BRANDS COVERED
Headphones or Headsets	AKG Acoustics , Apple, Audio Technica, Beats, Behringer, Beyerdynamic, Boat, Bose, JBL, Logitech, Marshall, Motorola, Noise, Oneplus, Panasonic, Philips, Plantronics, Portronics, Realme, Samsung, Sennheiser, Shure, SkullCandy, Sony, Soundmagic, Xiaomi, Zebronics

(this list is not exhaustive and coverage to the brands may differ from time to time. Customer must check for the Brands covered under this Plan on the Flipkart Platform at the time of purchase of the product and the Plan). In case of any conflict in the list of Brands covered under this document and the one displayed on Flipkart product page(s), the display on the Flipkart product pages shall be final and conclusive.

The above list is subject to change without any prior notice. Additions to and deletions from the list will be solely at our discretion.

WHAT WE COVER

Following are the product features which OneAssist shall be offering under this program

Extended Warranty support for Six (6) or Twelve (12) months beyond expiry of manufacturing warranty (depending on the plan chosen by You. Extended Warranty replicates the manufacturer's warranty against any malfunctions or breakdown for the duration as mentioned above. In consideration of the service contract fee paid by you, we will provide the cost of repair to rectify all issues of the product (including all costs) for the covered breakdown of your product as mentioned in the contract, during the period of extended warranty, subject to the terms and conditions, exceptions and limitation content herein or endorsed hereupon in future. OneAssist shall get the product repaired by itself or through its third-party service providers at no cost to customers. In the event OneAssist is unable to repair the product due to logistic issues, OneAssist may ask the customer to get the product repaired at the Authorized Service centres of the brand and it shall reimburse money to customer (including costs like labour costs, transportation costs (if any) and parts cost) within 7 working days of completion of the repairs and submission of all supporting documents by customer to OneAssist. We will organize for

the repairs to bring the covered device back to normal operating condition or provide monetary settlement at our sole discretion.

Maximum liability for the program will be limited to the sum insured of the Extended Warranty Plan

Doorstep Pick up & Delivery - Once the customer has intimated OneAssist of Issue and provided the required documents, OneAssist or their service providers will pick up the device from the customer's home or the address which they want it picked up from absolutely free of cost. OneAssist ensures the device is transported safely to an OEM Authorised Service Centre. Once the defective device is repaired at OEM Authorised Service centre, OneAssist or its service partners ensure the device is delivered safely back to the customer at the address where it was picked up. OneAssist ensures stringent quality checks before delivering the device so that the customer has a peace of mind.

Extended Warranty cover is only applicable for devices where OneAssist plan is purchased along with the device from Flipkart Platform.

CONDITION OF COVER

You must be at least 18 years old on the date of purchase of Extended Warranty.

Extended Warranty only applies to items purchased as new. There is no cover for items described as 'used', 'second hand' or 'refurbished'.

Extended Warranty can be bought for all products outlined in the section 'QUALIFYING PRODUCTS & BRANDS' that carry a manufacturer's warranty of 12 months on the entire unit.

Extended Warranty will cover Extended Warranty, only to products that are purchased under valid Manufacturer's warranty on Flipkart Platform. Any condition/act that voids the manufacturer's warranty requirement (stated above) would result in product becoming ineligible for Extended Warranty.

Extended Warranty can only be purchased for products that haven't been repaired under manufacturer's warranty or otherwise before purchase of the plan. We reserve the right to reject any claim under Extended Warranty if the product has been repaired prior to your purchasing the plan.

Extended Warranty is applicable for a period of Six (6) or Twelve (12) months from the date of the expiry of brand warranty (depending on the plan chosen by You). The plan cover period is also mentioned in the email that will be sent to you post successful activation of your plan by you.

At point of service, during the Extended Warranty duration, the customer is required to show the proof of purchase i.e. Product purchase invoice.

OneAssist reserves the right to deny service and cancel the Extended Warranty Plan, without any refund whatsoever, if Customer fails to produce the above information.

To avail services, you must present to OneAssist at the time of execution of this Contract proof of purchase (a copy of the purchase invoice) of the product in question.

In case the defected unit needs to be transported to service centre and it is outside the serviceable limit of OneAssist, Customer shall arrange for the same and OneAssist will reimburse the amount upon producing valid invoice towards the same. Customer shall take full responsibility of the product during transportation and indemnify OneAssist of any damage that occurs during this process.

During the validity of the Extended Warranty, OneAssist will attend to the defects reported by the customer, including replacement of the defective electrical/electronic components that are required to be replaced to make the product electrically functional.

This is subject to the condition, the breakdown of the product being due to normal usage, i.e. all manufacturer warranty usage guidelines have been followed.

In case the damage/malfunction of the device is due to reasons other than that covered under manufacturer's warranty and the Terms of the Plan(s), or it is caused by conditions defined under exclusions, OneAssist shall not 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 centre (if required) will have to be borne by the Customer.

All defective components replaced by OneAssist shall become the property of OneAssist and the customer shall not have any rights to the same.

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.

In case the cumulative cost of repair across all the claims exceeds 80% of the cost of the product or the product cannot be repaired within the reasonable time or reasons beyond its control, OneAssist shall have the discretion to compensate the prevailing market value (Market value will be determined by referring to Market Operating Price (MOP) of leading online/Offline Players) or (remaining) Sum Insured whichever is lower of the product.

In case we compensate you as above, all our obligations under this contract are deemed fulfilled and the plan coverage stands terminated. The defective product in all such cases shall become our property and the same should not be destroyed, or damaged, or salvaged by you under any circumstances.

CUSTOMER RESPONSIBILITY

You will be required to provide us with a copy of the complete set of requisite documents at the time of service request. If the Serial Number of the device has changed due to repairs or replacement by the manufacturer/retailer, please provide us with a copy of the Swap Letter that clearly mentions the current and old Serial Number of the device within 15 days of such replacement.

You are required to report the problem to OneAssist within 48 hours of discovering the issue.

It is your responsibility to properly maintain, store and use your item according to the manufacturer instructions and take all reasonable steps to use your equipment as prescribed by the manufacturer.

You agree to return the defective spares or product to OneAssist's personnel from the place of repair of the product. In all such cases, OneAssist shall pick up the defective spares/ product (in case of total loss)

NON-FULFILMENT of ANY of the above conditions may result in the plan being considered as void and all requests made against Extended Warranty are liable to be rejected.

Customer shall register all complaints/requests for Services only through official OneAssist Call Centre's/One Assist App/OneAssist website/ Flipkart Website or App (whenever ready).

Customer shall comply with all applicable laws, rules and regulations.

Customer shall inform OneAssist any change in the billing address.

Any written communication, billing statement or notice from OneAssist to Customer will be deemed as served within 48 hours of posting by ordinary mail or earlier as the case may be.

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. The Customer understands that the Services have been subscribed on his/her own name and the subscription/ ownership can't be changed to any other name. Customer shall not assign any right or interest or delegate any obligation arising herein to any person without OneAssist's prior written consent.

EXCESS AND DEPRECIATION

Excess Fees - Customer will have to pay OneAssist as per below mentioned table at the time of Repair. No Excess charges applicable in case of BER or Total Loss or Non-repair claim.

Excess on ^[a] All Devices - 25% of Invoice value

Depreciation Clause - There will be a Depreciation applicable at the time of Monetary settlement in case of Beyond Economic Repair (BER) or Total Loss or Device been declared as Non-repairable due to any reason.

Depreciation Grid - 40% on Market operating price or Sum Insured whichever is lower.

EXCLUSIONS APPLICABLE UNDER THE CONTRACT

Any problems or defects not covered by manufacturer's warranty and coverage provided under this Plan Term.

Service of products which are not supported by valid Proof of Purchase by customer shall not be admissible under the policy.

Non-operating and cosmetic damage to the Product, such as damage to paintwork, Product finish, dents or scratches.

Accessories used in or with the Product including but not limited to plastics, glass, rubber, aesthetics, cartridges, filters and remote controls

Normal wear and tear items, not integral or necessary to the functioning of the products or routine service, or if the wear and tear on the parts.

Lubrication, adjustments or alignments, overhaul, modifications and descaling

Repair of the product due to non-adherence to manufacturing guidelines on usage of device.

Fire resulting from power surges or drips or lightning.

Damage caused by unauthorised modification, alteration, adjustment, repair, service or installation by unauthorised personnel is not covered. Such unauthorised repair or replacement of covered products shall result in the cancellation of this covered unit.

Damage caused by unauthorized repair, theft, burglary and accident including earthquake, storm and or hurricane, abuse, misuse, sand, dust, water, negligence, fire, flood, lightning leading to fire, malicious damage, impact, corrosion, battery leakage, acts of god, animal or insect infestation or intrusion.

Problems or defects caused by unauthorized modifications/repairs or failure to follow the manufacturer's operating manual and as specified in the warranty card.

Any Incidental Costs arising from being unable to use the Product or from damage which results from the Breakdown of the Product.

Damage/failure caused before or during Transportation or Product delivery/installation.

Service of product on which the Manufacturer's label or logo or Serial number have been defaced or removed.

Claims that is false or fraudulent or intentionally exaggerated or if any false declarations or statements be made in support thereof, no claim for that covered unit shall be recoverable hereunder.

Use of accessories not approved by the manufacturer, incorrect electrical leads or connection.

Accessories used in conjunction with a covered product

External antenna or local reception problems

Failure due to physical damages, improper site conditions, rain or weather conditions, and liquid spillage.

Failure due to bodily fluids, including but not limited to urine and vomit

Water damage if used under conditions which exceed product manufacturer's water resistance guidelines;

Commercial usage of device or being used for rental basis

Damage/failure caused before or during product delivery.

Any consequential or incidental damages arising from the use or loss of use of the Product.

Cost of installation, set-up, diagnostic charges, removal or reinstallation of the covered product

Recall and any fault causing a manufacturer's recall

Any manufacturer modifications and any fault that had previously caused damages or a known failure code in any computerized system's history

Parts normally designated to be replaced periodically by consumer or consumed during the life of the product

Failure that occurs outside of India or where the product is located permanently outside of India

If, not an Indian Resident

Prototypes

Does not include loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Destruction, loss of functionalities due to a cyber attack

Any repair, replacement, loss, damage or liability that is paid or otherwise settled by another warranty, guarantee, goodwill settlement or repair

ONEASSIST SERVICE ASSURANCE FOR QUALIFYING BRANDS

In the event of your product requiring repair, OneAssist will undertake to get your product repaired.

Subject to the other terms and conditions mentioned in this document, OneAssist provides committed timelines for repairs of products. In the event that your product requires repairs, OneAssist will get the repairs carried out within a period of 14 working days from the date of registering a request with OneAssist.

At times, unforeseen events disrupt the supply of spare parts for an extended period of time, or manufacturing brands at times are unable to provide spare parts due unforeseen circumstances in their operations. While OneAssist will make all efforts to provide a resolution in the committed timelines, the Service Timeline will not apply when spare parts supply is disrupted due to events over which OneAssist has no control especially

when those events disrupt global supply chains. However, OneAssist shall inform you of any such delay and provide you confirmation from the brands or its authorized representatives on the delay.

TERMS OF MONETARY SETTLEMENT

If we are unable to repair your device thereby rendering it non-functional, we will offer you monetary settlement amount

In case of Monetary Settlement, the amount settled will reflect the prevailing market value of the product or (remaining) Sum Insured whichever is lower post deducting applicable Depreciation. Salvage amount deduction (INR 500) will be done on All Monetary Settlement Claims in cases where customer chooses to retain the non-functional device. In all scenarios where OneAssist can't or chooses not to recover the non-functional device, salvage amount shall not be deducted. If we compensate you as above, all our obligations under this contract will be deemed fulfilled and there will no longer be any coverage under the plan.

CHARGES AND PAYMENT

For Services to be provided by OneAssist for repair/replacement necessitated by non-covered breakdowns, Customer shall forthwith make payments towards cash receipt or invoice raised by OneAssist or its Authorized representative.

Charges payable by the Customer are exclusive of taxes, duties or levies unless expressly stated to the contrary.

If due to any reasons the Product is replaced by the original manufacturer with a Product of different size /capacity/model/brand but of the same product category, Customer shall be responsible to make payment of differential amounts to OneAssist for increase in the charges due to change in the Products/Equipment.

OneAssist shall however, not be responsible for refunding any money to the Customer if replacement of the Product/Equipment by the original manufacturer with a Product/Equipment of different size/capacity/model/brand but of the same product category leads to reduction in the charges for Services.

GOVERNING LAW& JURISDICTION

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

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.

LIMITATION OF LIABILITY

OneAssist shall not be liable to the customer for any damages 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.

In no event, shall OneAssist be liable to the customer for any indirect, special, or consequential damages or lost profits arising out of or related to services provided by the OneAssist under this contract, even if OneAssist has been advised of the possibility thereof, or knew or should have known thereof.

The maximum liability of OneAssist for each incidence shall not be greater than the Sum insured or invoice value of the device whichever is lower in any case whatsoever.

TERMINATION

In addition to the typical termination that exists in OneAssist Extended Warranty T&C, the Plan will be terminated in the following scenarios:

At the closing hours of the coverage end date (11:59:59 pm).

We offer you a monetary settlement in lieu of the same.

Whichever happens earlier.

CLAIM PROCESS

You are required to intimate about the loss to OneAssist within 48 hours of discovering the issue.

You should file a claim using OneAssist Mobile App(s) or by logging onto our website or call us on 1800-123-3330 or through Flipkart website/ app (whenever claim raising feature is ready)

You should fill in the required details detailing the issue that you are facing.

You must upload a copy of the purchase invoice for the product in question, if not already done.

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 will verify the documents received from the customer over email and if approved by the OneAssist, OneAssist will trigger request to its Service Partner for collecting the device from the Customer, otherwise, OneAssist will inform customer about deficiencies in the documentation which will have to be rectified by the customer.

Customer should provide all required documents to OneAssist and /or their insurer within 48 Hrs of filling the claim. OneAssist and /or their insurer reserve the right to close such claims where the required documents are not received despite of regular follow-up and reminders.

Service Partner will fix an appointment with the customer for collecting the defective device, within 48 hours of submitting scanned images to OneAssist.

Different Pickup Scenarios: The Pickup and Delivery of Customer's device will happen as per the given below Scenarios.

Pick-up and delivery of device shall be available only on address registered by customer with OneAssist. on the written request of customer OneAssist may pick-up/ deliver device at any other address given by customer provided customer is solely responsible for loss/ damage in such cases.

Scenario 1- Doorstep service:

Service Description: In this scenario, upon approval of the claim, OneAssist will arrange for pick-up of the defective device from the customer and also deliver the repaired device to the customer.

City name: The city list of Doorstep service can be downloaded from www.oneassist.in

The city list will be updated from time to time.

Scenario 2 - Mail in Process:

Service Description: In this scenario, upon approval of the claim, OneAssist will arrange for courier pick up of the defective device from the customer premise, arrange for the repair and delivery of repaired device back to the customer location.

Locations covered: Other than locations covered under Doorstep service.

Scenario 3- Out of service Location

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

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

g. On receipt of approval from OneAssist and /or their insurer, 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 Service Center to repair the defective device of the customer.

ii. If the customer does not agree to pay the differential amount, then OneAssist will handover the device to the customer without repairing the same.

h. If the repair estimate is more than Rs. 20,000/-, then OneAssist and /or their insurer may arrange for a Surveyor visit. OneAssist will co - ordinate with the Customer for such visit. Basis the Surveyor report, OneAssist will co-ordinate with third party 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 device by the Service Center, OneAssist will instruct its Service Partner to collect the same from the Service Center and deliver it to the customer with an acknowledgement from the customer the delivery of repair device will also happen as per the Pickup scenario mentioned above.

Fault with Repair (FWR)

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

1. Customer shall intimate FWR to OneAssist within 48 hours form receipt of device.
2. Device is in the same condition in which it was delivered with no further/ additional defects.

Notice of Claim:

The Customer must do the following: -

1. Inform OneAssist within two days of discovering the issue.
2. Any delay in such claim reporting may be condoned by the OneAssist and /or their insurer on merit, if the delay is proved by the customer to be for reasons beyond his/her control.

3. Beneficiary to submit all documents with 7 days from date of notification of the incident to OneAssist
4. OneAssist to register claims within two days of receipt of all documents from beneficiary
5. Submit claim form with the relevant documents as noted in the claim form at the earliest
6. Beneficiary to submit the device, if BER (Beyond Economic Repairs) to OneAssist.
7. Cooperate with the Surveyor/Investigator if appointed.
8. The Customer shall produce for One Assist a examination all pertinent documents at such reasonable times and shall co-operate with One Assist 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 One Assist and / or their insurer rejecting the Claim and any other action deemed fit.
9. The Customer shall forward to One Assist original receipts of purchase, if available acknowledgement from the police or any other proof whether written or otherwise to support the Claim within seven (7) days from the date of notification of a Claim as stated in above clause.
10. All documents, affidavit information and evidence, as are to be provided by the Customer under the Claim Form, must be provided at the Customer 's expense in the form and nature required in the Claim Form.
11. In case the claim is rejected or the case is closed without the repairing of device by OneAssist, the customer needs to get the device repaired from brand authorized service center on their own to avail the benefit of the second claim. OneAssist/Insurer at their discretion can ask for the repair invoice of the repairs done by the customer on their own. On non-submission of this repair invoice, such claims will not be entertained.

Claims Servicing Terms and Conditions

1. Pickup for pincodes serviced by Service Partner: Post successful verification of documents, pickup will be scheduled for customer within 24 hours. Three physical/calling attempts will be made to pick up the device. In case these attempts have failed then an email will be sent to customer requesting pickup to be scheduled within 48 hours. In case the pickup is not successful despite such multiple attempts, OneAssist reserves the right to close the service request.
2. Pincodes not serviced by Service Partner: For pin code not serviced by Service Partners, OneAssist will inform the customer about the location for shipping the device. Customer will need to ship the device and provide the courier details when requested. One Assist and / or their insurer reserve the right to close such claims where the device is not received for survey/investigation despite of regular follow-up and reminders
3. Device repairs turnaround time is based on availability of spare parts at the Service Centre. In case of unavailability of parts, One Assist and / or their insurer reserves the right to propose a commercial settlement to the customer. In case of a commercial settlement, consent letter will be sent to the customer on his/her registered email address. In case the customer does not provide his/her consent to commercial settlement and dispatch the physical letter with signature within 3 days of receipt of the email communication then

- OneAssist reserves the right to dispatch the unrepaid device back to the customer without any further intimation, and close the servicing request.
4. All communications by OneAssist employees/vendor employees/partner employees/representatives with the customer will be done at the registered email address/mobile number. In case the customer is non contactable then a total of 6 attempts will be made. If the customer is not contactable despite such multiple attempts, an email will be to the customer for action within 48 hours. In case the customer fails to respond within the timeline then OneAssist reserves the right to close the service request.
 5. OneAssist or any of their executives / employees will never contact customer for any OTP / CVV / Card / Personal financial details

ALL COMPLETED CLAIM DOCUMENTS TO BE SUBMITTED WITHIN 7 DAYS

MISCELLANEOUS

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

This Agreement is the complete and exclusive agreement between issuer of Extended Warranty i.e., 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.

Terms & Conditions â Extended Warranty for Flipkart

[a] Added excess on
