

Terms And Conditions

1. Eligibility

- Coverage: The insurance policy is available for second-hand mobile phones purchased through authorized shop owners and partners.
 - Inspection: The mobile phone must undergo a pre-insurance inspection and meet the condition criteria set by the insurance company.
 - Age of Device: The device should not be older than three years from the date of original purchase.
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2. Coverage Period

- Duration: The insurance coverage begins 48 hours after the date of purchase and lasts for the duration specified in the policy document.
 - Renewal: Renewal of the insurance policy is subject to a re-inspection and approval by the insurance company.
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3. Coverage Exclusions

- Theft: This insurance policy does not cover the theft of the mobile phone.
 - Pre-existing Damage: Any damage identified during the pre-insurance inspection is excluded from coverage.
 - Misuse or Negligence: Damage caused by misuse, negligence, or unauthorized repairs is not covered.
 - Intentional Damage: Any intentional damage or fraud will void the policy
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4. Claim Process

- Notification: In the event of a claim, the policyholder must notify the insurance company within 48 hours of the incident.
 - Documentation: The claim must be supported by necessary documentation, including a detailed description of the incident, proof of purchase, and the pre-inspection report.
 - Inspection: The insurance company reserves the right to inspect the damaged phone before processing the claim.
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5. Deductibles

- Amount: A deductible amount, as specified in the policy document, will apply to each claim.
- High-Value Phones: For high-value phones, a higher deductible or processing fee may be required.
- Payment: The deductible must be paid by the policyholder before the claim is processed.

6. Policy Activation

- **Activation Period:** The insurance policy will become active 48 hours after the purchase date.
- **Shop Owner Responsibility:** If any damage occurs within the first 48 hours after the purchase, the shop owner will be responsible for the damage and not the insurance company

7. Policy Transfer

- **Non-transferable:** The insurance policy is non-transferable and applies only to the original owner and the insured mobile phone.

8. Inspection and Reporting

- **Shop Owner's Responsibility:** The shop owner is responsible for conducting a thorough inspection of the mobile phone and providing an accurate report before selling the insurance.
- **Discrepancies:** Any discrepancies in the inspection report may lead to denial of claims.

9. Payment Terms

- **Premium Payment:** The customer must pay plan price per mobile phone to the insurance company at the time of insurance issuance. no shop owner involvement will be there, Shop owner will get 100 rupees commission of selling insurance
- **Secure Payments:** Payments should be made through the designated secure payment gateway provided by the insurance company.

10. Limit of Liability

- **Maximum Liability:** The maximum liability of the insurance company is limited to the market value of the mobile phone at the time of the claim, subject to policy terms and conditions.

11. Fraud and Misrepresentation

- **Policy Termination:** Any fraudulent activities or misrepresentation of facts by the policyholder or shop owner will lead to immediate termination of the policy without any refund.
- **Legal Action:** Legal action may be taken against the involved parties.

12. Dispute Resolution

- Arbitration: Any disputes arising from or related to the insurance policy will be resolved through arbitration in accordance with the rules of the local arbitration authority.
 - Final Decision: The decision of the arbitrator will be final and binding on all parties.
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13. Governing Law

- Jurisdiction: The insurance policy is governed by and construed in accordance with the laws of the jurisdiction where the policy is issued.
 - Legal Actions: Any legal actions related to the policy must be brought in the courts of the said jurisdiction
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14. Amendments

- Policy Changes: The insurance company reserves the right to amend the terms and conditions of the policy at any time with prior notice to the policyholder.
 - Effective Date: Any amendments will be effective from the date specified in the notice
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15. No Refund Policy

- Non-Refundable Premiums: All premium payments made towards this insurance policy are nonrefundable under any circumstances.
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16. Device Value Declaration

- Accurate Information: The policyholder must declare the accurate value of the mobile phone at the time of purchasing the insurance.
 - Proof of Value: The insurance company may require proof of value, such as purchase receipts or market evaluations.
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17. Repair and Replacement

- Authorized Repairs: All repairs must be conducted by authorized service centers approved by the insurance company.
 - Replacement Devices: If a replacement is provided, it will be of similar make and model, and may be refurbished.
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18. Device Modifications

- Prohibited Modifications: Any modifications or alterations to the device that are not authorized by the manufacturer will void the policy.
 - Software Alterations: Unauthorized software alterations, such as rooting or jailbreaking the device, are prohibited and will void the policy.
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19. Claim Limits

- Maximum Number of Claims: The policyholder is limited to five claims per policy period
 - Claim Approval: Subsequent claims will be subject to more stringent review and approval processes.
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20. Policy Cancellation

- Voluntary Cancellation: The policyholder may cancel the policy at any time, but no refunds will be provided.
 - Involuntary Cancellation: The insurance company reserves the right to cancel the policy for noncompliance with terms and conditions, or for fraudulent activities.
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21. Data Privacy

- Information Use: The policyholder's personal information will be used solely for the purpose of administering the insurance policy.
 - Data Protection: The insurance company will protect the policyholder's data in accordance with applicable data protection laws.
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22. Communication

- Contact Information: The policyholder must provide accurate contact information and promptly notify the insurance company of any changes.
 - Official Communication: All official communication will be conducted via the contact information provided by the policyholder.
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23. Policy Documentation

- Policy Issuance: A copy of the insurance policy will be provided to the policyholder upon purchase.
 - Policy Updates: Any updates or amendments to the policy will be communicated to the policyholder in writing.
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24. Policyholder Obligations

- **Maintenance:** The policyholder must maintain the mobile phone in good working condition and take reasonable precautions to prevent damage.
 - **Immediate Reporting:** Any incidents or damage must be reported to the insurance company immediately to ensure timely processing of claims.
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25. Excessive Claims

- **Review:** Policyholders with excessive claims may be subject to additional review and potential policy adjustments or non-renewal.
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26. Shop Owner Compliance

- **Responsibility:** Shop owners must comply with the insurance company's guidelines and standards when selling the insurance.
 - **Inspection Accuracy:** Shop owners are responsible for providing accurate inspections and reports of mobile phones.
 - **Fraudulent Activities:** Any fraudulent activities or discrepancies by the shop owner will lead to immediate termination of their partnership with the insurance company.
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27. Shop Owner Termination

- **Termination Clause:** Shop owners found engaging in fraudulent activities, misrepresentation, or non-compliance with terms and conditions will be removed from the insurance company's network.
 - **Non-Eligibility:** Terminated shop owners will no longer be eligible to offer insurance policies to their customer
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28. High-Value Phones

- **Higher Deductible:** For high-value phones, a higher deductible or processing fee may be required.
- **Policyholder Responsibility:** The policyholder must be aware of and agree to the higher deductible before the policy is issued.

By purchasing the insurance policy, the policyholder agrees to abide by the terms and conditions outlined above. For any queries or assistance, please contact our customer support team.

29. Force Majeure

- **Clause:**
"The insurance company shall not be liable for any failure or delay in performing its obligations under this policy due to events beyond its reasonable control, including but not limited to natural disasters, acts of God, war, terrorism, strikes, or government actions."
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30. Subrogation Rights

- **Clause:**
"In the event of a claim, the insurance company reserves the right to subrogate and pursue any third party responsible for the damage or loss of the insured device. The policyholder agrees to cooperate with the insurance company in such efforts."
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31. Policyholder's Duty to Mitigate Loss

- **Clause:**
"The policyholder is obligated to take reasonable steps to mitigate further damage or loss to the insured device after an incident. Failure to do so may result in reduced or denied claims."
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32. Confidentiality

- **Clause:**
"All information shared between the policyholder and the insurance company, including inspection reports, claim details, and personal data, shall be treated as confidential and used solely for the purposes of administering the insurance policy."
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33. Third-Party Liability

- **Clause:**
"The insurance policy does not cover any liability arising from third-party claims, including but not limited to bodily injury, property damage, or legal disputes caused by the insured device."
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34. Policyholder's Right to Appeal

- **Clause:**
"If a claim is denied, the policyholder has the right to appeal the decision by providing additional documentation or evidence. The insurance company will review the appeal and provide a final decision within a specified timeframe."
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35. Policyholder's Acknowledgment of Terms

- **Clause:**
"By purchasing this insurance policy, the policyholder acknowledges that they have read, understood, and agreed to all the terms and conditions outlined in this document."
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36. Policyholder's Responsibility for Updates

- **Clause:**
"The policyholder is responsible for ensuring that their contact information and device details are up to date with the insurance company. Failure to provide accurate information may result in delays or denial of claims."
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37. Policyholder's Right to Cancel

- **Clause:**
"The policyholder may cancel the insurance policy at any time by providing written notice to the insurance company. No refunds will be provided for the unused portion of the policy."
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38. Insurance Company's Right to Modify Premiums

- **Clause:**
"The insurance company reserves the right to modify premium amounts at the time of policy renewal based on factors such as claim history, market conditions, or changes in the insured device's value."
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39. Policyholder's Duty to Report Changes

- **Clause:**
"The policyholder must promptly notify the insurance company of any changes to the insured device, including but not limited to ownership transfer, significant damage, or loss."
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40. Policyholder's Acknowledgment of Exclusions

- **Clause:**
"The policyholder acknowledges and agrees that certain events or damages are excluded from coverage, as outlined in this policy. The policyholder is responsible for understanding these exclusions."
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41. Policyholder's Right to Review Policy

- **Clause:**
"The policyholder has the right to review the full terms and conditions of the insurance policy at any time. A copy of the policy document will be made available upon request."
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42. Policyholder's Duty to Cooperate

- **Clause:**
"The policyholder agrees to cooperate fully with the insurance company during the claims process, including providing requested documentation, attending inspections, and responding to inquiries in a timely manner."
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43. Policyholder's Acknowledgment of Deductibles

- **Clause:**
"The policyholder acknowledges that a deductible amount will apply to each claim, as specified in the policy document. The deductible must be paid before the claim is processed."
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44. Policyholder's Responsibility for Unauthorized Repairs

- **Clause:**
"Any repairs conducted by unauthorized service centers or individuals will void the insurance policy. The policyholder must use only authorized service centers approved by the insurance company."
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45. Policyholder's Acknowledgment of Refurbished Replacements

- **Clause:**
"The policyholder acknowledges that any replacement device provided by the insurance company may be refurbished and of similar make and model to the original device."
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46. Policyholder's Duty to Notify of Theft

- **Clause:**
"In the event of theft, the policyholder must immediately notify the insurance company and file a police report. Failure to do so may result in denial of the claim."
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47. Policyholder's Acknowledgment of No Theft Coverage

- **Clause:**
"The policyholder acknowledges that theft of the insured device is not covered under this insurance policy."

48. Policyholder's Responsibility for Software Updates

- **Clause:**
"The policyholder is responsible for ensuring that the insured device's software is up to date. Failure to install manufacturer-recommended updates may void the policy."

49. Policyholder's Acknowledgment of Claim Limits

- **Clause:**
"The policyholder acknowledges that the insurance policy limits the number of claims that can be made during the policy period. Excessive claims may result in policy adjustments or non-renewal."

50. Policyholder's Acknowledgment of Governing Law

- **Clause:**
"The policyholder acknowledges that this insurance policy is governed by the laws of the jurisdiction where the policy is issued. Any legal disputes will be resolved in the courts of that jurisdiction."

Mobikoo Anti-Fraud Policy for Shop Owners

1. Purpose

This policy outlines the responsibilities and consequences for any Mobikoo partner shop owner found engaging in fraudulent or deceptive practices related to the sale, registration, or claims process of Mobikoo warranty services.

2. Definition of Fraudulent Activity

Fraudulent activity includes, but is not limited to:

- Registering a mobile phone that was **not inspected** properly.
- Providing **false or manipulated information** about the phone's condition.
- Submitting **fake customer details**, such as phone numbers or IMEI numbers.
- Attempting to **register stolen or tampered devices**.

- Collaborating with customers to raise **false warranty claims**.
 - Reselling used Mobikoo warranty cards or plan codes for personal gain.
 - **Altering** Mobikoo-generated invoices, stickers, or communication.
 - **Refusing to cooperate** in audits or claim verification processes.
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3. Legal Enforcement and Penalties

If a shop owner is found guilty of any fraudulent act:

1. **Immediate Termination**
The shop's Mobikoo partnership will be terminated without notice.
 2. **Loss of Commissions**
All pending incentives or bonuses will be forfeited.
 3. **Legal Action**
Mobikoo reserves the right to initiate **civil and/or criminal proceedings** under the Indian Penal Code (IPC), Information Technology Act, and applicable consumer protection laws.
 4. **Blacklist Status**
The shop and its owner will be **permanently blacklisted**, barring them from all Mobikoo programs and any affiliated partnerships.
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4. Investigation and Audits

- Mobikoo will conduct **random and targeted audits** of shop registrations and claims.
 - Any shop under suspicion will be required to produce documentation, customer contact, and inspection records within **72 hours**.
 - Lack of cooperation or delay may be treated as non-compliance.
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5. Right to Recover Losses

Mobikoo holds the right to **recover any financial loss** caused due to fraudulent activities by:

- Deducting amounts from existing payouts
- Initiating civil recovery through legal channels
- Seeking compensation for **reputational or brand damage**