# Jeeves Protect Complete Appliance Protection Lite Terms and Conditions

This Jeeves Protect "Complete Appliance Protection Lite", herein after referred to as "CAP Lite" has been entered into between Jeeves Consumer Services Private Limited, herein after referred to as "Jeeves", incorporated under the Companies Act, 1956 and having its Corporate office at Buildings Alyssa, Begonia & Clover, Embassy Tech Village, Outer Ring Road, Devarabeesanahalli Village, Varthur Hobli, Bengaluru-560103, Karnataka, India and the name & address of the customer, herein referred to as "Customer", mentioned in the application form. The terms & conditions of CAP LITE shall be fully binding on the customer for the product/appliance/equipment covered, herein referred to as "Covered Product".

## A. Products Covered

The Jeeves Protect Complete Appliance Protection Lite Protection Plan is available for:

- Entertainment products Plasma/LCD/LED televisions,
- Home Appliances: Air Conditioner, Refrigerator, Washing Machine and Microwave Oven

The above list is subjected to change without prior notice.

## B. Defined Terms:

The following terms, when capitalized, if not defined elsewhere in these T&Cs shall have the meanings assigned to each such term below:

- 1. Purchase Price: is purchase price of the Covered Product prior to any discounts but including applicable taxes.
- 2. CAP LITE Coverage Start Date: Date of delivery of the product on which the plan was purchased
- 3. CAP LITE Coverage Term: 3 years from the date of delivery of the product on which the plan was purchased
- 4. Sum Assured / Coverage Amount:

A customer can claim repair any number of times in case of a manufacturing defect or functional issue and only once in case of Accidental and Liquid damage (ADLD)over a span of 3 years but the total amount spent on repair and refund will not be higher than value mentioned below:

Years	Maximum claim amount	Maximum Accidental/ Surge/Liquid Damage Claim amount
1	100%	50%
2	80%	40%
3	70%	30%

- 5. Accidental and Liquid Damage: This includes any damage resulting from an accident (including liquid spillage) or voltage fluctuations, but not due to negligence or improper handling of the Product.
- 6. Remaining Sum Assured: at any point of time within CAP LITE Coverage Term, is the Sum Assured minus the sum of previous claim amounts.
- 7. Manufacturer's Warranty: Warranty coverage provided by the manufacturer in respect of the Covered Product. Manufacturer's Warranty is assumed to begin on the date of purchase of the Covered Product as mentioned on the Invoice.
- 8. SLA: SLA (service level agreement) is defined as the total time elapsed between first on-site visit for repair to when the product in back in working condition after repair/replacement

Note: The SLA is valid only after all required documents have been provided by the customer.

- 9. Part Payment: is calculated as repair estimate minus Remaining Sum Assured.
- 10. Invoice: The original invoice that has been issued to you by the retailer for purchase of the Covered Product
- 11. Calendar Days: Includes all 7 days (weekdays and weekends); excludes national & regional holidays

## C. What is covered?

- 1. Any manufacturing defect
- 2. Accidental damage (Resulting in functionality issue)
- 3. Liquid damage (Resulting in functionality issue)
- 4. Damage due to voltage fluctuation
- 5. Cost of labour
- 6. Cost of parts
- 7. Cost of at-home service
- 8. Cost of transportation (if required)
- 9. Gas charging for refrigerator & air-conditioner (only in case of complete disruption of cooling function)
- 10. Replacement guarantee if we cannot repair your product within \$TAT days
  - D. What is not covered?
- 1. Batteries, charger, USB cord, aesthetic issues or periodic deterioration is not covered under the policy
- 2. In case of Accidental damage, a processing fee of Rs \$Excess will be charged. The total liability of the program would be upto sum assured. However the Customer can request for repair by paying the remaining repair cost
- 3. At the time of rendering repair service, Normal routine maintenance, cleaning, lubrication
- 4. Normal wear and tear items, not integral or necessary to the functioning of the products or routine service, or if there is wear and tear on the parts
- 5. Repair of the Product due to misuse, abuse, neglect or improper maintenance
- 6. Damage caused by unauthorized repair personnel is not covered. Unauthorized repair or replacement of Covered Products shall result in the cancellation of this plan
- 7. Replacement or fixes of unauthorized software not installed by respective brand/company
- 8. Service made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by the Manufacturer
- 9. Commercial usage of Product as defined forth Commercial usage means Products used in an industrial or commercial setting. An industrial or commercial setting is defined as non-residential,

- multi user, communal or industrial use. Products used in an office environment, in which administrative, clerical or professional activities are conducted, do not fall under this exclusion
- 10. Any defects which are subject to manufacturer's recall or which are covered under any other program or reimbursement
- 11. Consequential/incidental losses of any kind
- 12. Ignorance of any kind on the part of end customer
- 13. Service of Product on which the Manufacturer's label or logo, rating label or serial number has been defaced or removed
- 14. Claims that are false or fraudulent or intentionally exaggerated or if any false declarations or statements be made in support thereof; no claim shall be recoverable hereunder
- 15. Replacement of missing parts, the provision of retrofits or preventative maintenance is excluded
- 16. Service of products which are not supported by valid Proof of Purchase by customer shall not be admissible under the policy
- 17. Service on third party products or software not supplied/authorized by the Manufacturer that may be installed in or used in connection with the Product
- 18. Service for software related faults resulting from incorrect software installation or usage, or software viruses, or software inherent bugs
- 19. Service made necessary by the use of incompatible third party products
- 20. If customer authorizes the repair or any services excluded under this warranty, Customer shall pay its repair fees for such work Plastic, rubber, sheet-metal parts, operating damages (physical), paintwork, product finish, dents, scratches, plugs, fuses, rubber pads, stabilizer, grills, casing, trays, batteries, light bulbs, light covers, cables, filters (lint/air/water), attachments, toner, ribbons, tapes, or any other add-ons (accessories such as blades, jars, covers, plates etc.)
- 21. Removal, dismantling, moving of the Product
- 22. Defects due to transmission/cable/DTH or any other external source from where the signal/input are fed to the Product
- 23. Product which has been modified, altered, adjusted or repaired/serviced/moved/removed/installed by unauthorized person/s
- 24. CAP LITE cannot be transferred
- 25. Jeeves will be excused from its Complete Protection obligation if during the course of the Manufacturer's Warranty the manufacturer was to refund to the Customer the cost or portion of the cost of the Covered Product in settlement of its warranty obligations
  - E. Buying Complete Appliance Protection Lite and availing services
- 1. Complete Appliance Protection Lite Plan can be purchased through a Jeeves authorised representative.
- 2. Information on CAP LITE, registration of a breakdown call, changing of registered address or other customer / product details can be obtained from:
- o support@Jeeves.co.in & / or
- Phone Toll-free number (+91-9972600036)
- 3. Service All days of the week except Sundays and public holidays. Working hours 9:30 am to 6:00 pm. Appointments for home visits will be fixed as per mutual convenience.
  - F. Terms of coverage
- 1. The CAP LITE is applicable for a period of 36 months from the date of invoice
- 2. This CAP LITE only applies to items purchased as new. There is no cover for items described as 'used', 'second hand' or 'refurbished'
- 3. You must be at least 18 years old on the date of purchase of this CAP LITE

- 4. This CAP LITE is limited to products with Manufacturer's Warranty that are purchased in select cities within defined geographic boundary of the Republic of India. Information on whether CAP LITE services are available in your city will be provided at the point of purchase of the CAP LITE.
- 5. The CAP LITE shall become effective once Jeeves, at its sole discretion, accepts the application of the customer and shall continue to remain in force for the period as applicable, unless terminated earlier as per terms herein.
- 6. At point of service, Customer is required to show proof of purchase (either 1. Product purchase invoice AND/OR 2. Original Manufacturer's Warranty certificate/card) of Product. Jeeves reserves the right to deny service and cancel the Complete Protection Plan, without any refund whatsoever if Customer fails to produce the above information

## G. Scope of coverage

- This CAP LITE covers the cost of parts and labour charges for at-home service within the city/municipal limits of the Jeeves Service Centers. Cost of carry-in for products that need to be transported to the service center is also covered under the CAP LITE
- During the validity of the CAP LITE, Jeeves 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
- In case the defected unit needs to be transported to service center, Customer shall arrange for the same and Jeeves will reimburse the amount. Customer shall take full responsibility of the product during transportation and indemnify Jeeves of any damage that occurs during this process
- 4. All defective components replaced by Jeeves with a new component or component equivalent to new in performance when used shall become property of Jeeves and Customer shall not claim any right to the same
- 5. In case the cost of repair exceeds sum assured or the Product cannot be repaired within \$TAT Calendar Days from the date of receipt of the claim, or for reasons beyond its control, Jeeves shall have the discretion to replace the Product with equivalent/working model of any brand/make or refund the Sum Assured. This replacement product may be new or refurbished, discretion of which lies solely with Jeeves and shall be binding on Customer.
- 6. In case replacement is offered or refund is made, the defective product shall become Jeeves' property and taken back and CAP LITE for the product will be terminated without any refund
- 7. The maximum liability under this Contract shall be the Sum Assured. Liability for replacement will be calculated at Product's depreciable value (at normal rate of 20% for 1st and 2nd year of CAP LITE and 30% for 3rd year of CAP LITE).
- 8. If Customer receives repairs or replacements up to the calculated value for the product covered under CAP LITE, or receive a replacement product of equal functionality and features, your CAP LITE coverage will immediately cease

# H. CAP LITE covered product usage

- 1. Product is used only for domestic & personal and not for commercial purposes
- 2. Product is used as per the manufacturer's guidelines and as specified in the user manual supplied along with the product
- 3. Product is used in the location as per the address given by the Customer to Jeeves. Address change, if any should be notified in advance by the customer through either of the following means
- o Online support@jeeves.co.in
- o Phone +91-9972600036

## I. CAP LITE stands void if

- 1. Serial number of Product has been altered, defaced or removed
- 2. Product which has been modified, altered, adjusted or repaired/serviced/installed/removed by unauthorized person/s
- 3. Product which has been transferred by Customer to any other person. In case of CAP LITE being gifted, CAP LITE transfers as ownership. If Product is transferred as gift offline, Jeeves needs to be notified of the transfer within one month (30 days) of purchase of CAP LITE
  - J. Representation and Responsibilities of Customer
- 1. To avail service, Customer must produce to Jeeves, at the time registration of complaint and at point of service- proof (serial number of CAP LITE certificate) of purchase of this CAP LITE and either
- o Product purchase invoice or
- o Original Manufacturer's Warranty certificate/card
- 2. Correctly select the right Jeeves Protect Complete Appliance Protection Lite Plan for your product based on condition, price or purchase location
- 3. Properly maintain, store and use your item according to the manufacturer instructions
- 4. Customer shall provide representative of Jeeves, complete access to Product in order to effect necessary adjustments and/or repairs
- 5. Customer shall provide adequate storage space for spare components, test Product/Equipment and adequate working space, light, heat, ventilation and electric current for use of Jeeves representative for provision of Services at Customer's location
- 6. Customer shall take approval on occurring cost estimate in case of situations where Jeeves or its representative/s is/are not directly in service repairs, spare replacement, transportation of product to service center etc. This approval of cost estimate will be solely at Jeeves discretion and Customer shall engage with the activity only after Jeeves has approved of the cost involved

## K. Charges and payments

- 1. For problems/defects/parts/services not covered by CAP LITE, services/parts provided by Jeeves, Customer shall forthwith make payment towards cash receipt or invoice as issued by Jeeves or its authorized representative
- 2. Charges payable by Customer are inclusive of taxes, duties or levies unless explicitly stated
- 3. If due to any reasons, the Product is replaced by the original Manufacturer with a Product of different size/capacity/model/brand, Customer shall be responsible to make payment of differential amount to Jeeves for increase in the charges due to change in Product
- Jeeves shall however, not be responsible for refunding if replacement of Product by the original manufacturer with a Product of different size/capacity/model/brand leads to reduction in charges for CAP LITE services
- 5. Customer shall receive the payment through NEFT transaction in the bank account given by customer./. Jeeves will not be liable to make payment in any other form,
- 6. Before the payment is processed, the defective unit/part would be picked up from the customer site by Jeeves. Payment shall be made only after the defective product is successfully picked up from the customer.

## L. Other terms & conditions

1. While Jeeves promises to attend the defects for the product covered CAP LITE on priority, Jeeves shall not be responsible for delay in service and consequential loss if any to the customer. The maximum liability of the Jeeves shall be limited to refund of the CAP LITE cost paid by the customer less taxes

2. In case the Product under CAP LITE is sold/transferred to another party or the product is not available at the registered address/location, the CAP LITE shall get automatically terminated and no refund shall be applicable (unless as applicable under clause H.3)

## M. Cancellation of CAP LITE

- 1. Notwithstanding any of the above, Jeeves shall be entitled to cancel or change the scope of services without any notice in any of the following events:
- If the Customer is in breach of CAP LITE and the Customer does not rectify the breach within 3 (three) days of notification by Jeeves
- o If the Customer is declared insolvent or bankrupt
- o If a trustee is appointed to take over the assets of Customer
- o If the original Manufacturer refunds price of Product to the Customer
- The conditions of Force Majeure continue for such length of time that further performance of Services would be commercially frustrating
- If Customer fails to adhere to requirements as prescribed by Jeeves
- 2. In the event of cancellation for any reason whatsoever, Jeeves shall be entitled to recover all outstanding payments due and payable by the Customer. Jeeves shall, under no circumstances be responsible for refunding any amounts to the Customer including without limitation due to cancellation of the CAP LITE by Customer or by Jeeves, except as provided under condition L.2

## N. Revalidation of CAP LITE

- 1. Jeeves only offers transfer of CAP LITE services from one location to another, if the new address is within 25kms distance from the previous address. If the new address is within 25kms from old address of installation, it will be subject to Customer promptly intimating Jeeves (by calling Jeeves on 1800 103 4510) of the new address and obtain the validation of the CAP LITE at the changed location. The installation of a transferred product requiring so, should be done only by a Jeeves authorized person. In the absence of such validation or if Jeeves does not have service facility at the changed location, Jeeves shall have the discretion to cancel the CAP LITE and no refund shall be applicable. If the address is more than 25kms, the policy will lapse with immediate effect.
- 2. In case the Manufacturer replaces the product during the warranty period, Customer is to intimate the same to Jeeves and submit a copy of the replacement note given by the Manufacturer for revalidation of the CAP LITE for the replaced product having different serial number

## O. Data protection

The details you provide to make your CAP LITE purchase will be stored and used by the Administrator – Jeeves Consumer Services Pvt. Ltd. This information may be shared with third parties for the purpose of handling claims and repairs. Your data will, at all times, be held securely and handled with the utmost care in accordance with all principles as defined by Data Protection Laws of India.

# P. Service Recovery policy for CAP LITE, at product level

Scenario Policy	terms	Service Recovery
	e SLA: \$TAT Calendar from the date of raising aim	If there is a breach of \$TAT days then Jeeves will issue a refund of recovery value –  Sum Assured:  1-2 year = 80% of the RSA  2-3 year = 70% of the RSA

# Q. Arbitration

This agreement/any dispute arising herein shall be subject to Arbitration act and/or any statutory act, amendment or modification thereof, from time to time in force. The venue of such arbitration shall be in Bangalore city and only the courts in Bangalore city shall have the jurisdiction in relation to such arbitration.