

# TERMS AND CONDITIONS

## 1. DEFINATION

- 1.1. **“Plan(s)”** shall mean the either or all of the products/ services package offered by from time to time, which products/services may have add on components or features.
- 1.2. **“Insurer”** shall mean the third party insurance provider as XCellInsIndia may partner with from time to time for the add-on benefit as may be applicable to the various Plans.
- 1.3. **“Insurance Fee”** shall mean the premium payable to the Insurer in order to provide the add-on group insurance benefit to the Customer. It is clarified that the Insurance Fee shall be for the purposes of providing the add-on benefit and is provided at cost/actual.
- 1.4. **“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.
- 1.5. **“Plan Fee”** shall mean the fees charged by XCellInsIndia (exclusive of group insurance costs) from time to time for the Plan(s) availed of by the Customer and set out in the respective Plan Terms.
- 1.6. **“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).
- 1.7. **“Service Partner”** means any third party service provider affiliated with XCellInsIndia.
- 1.8. **“Total Fee”** shall mean the sum of the Plan Fee and the Insurance Fee, as applicable. The Total Fee is exclusive of applicable taxes and levies.

## 2. PURPOSE

- 2.1. These terms and conditions (“Terms”) shall govern the transaction between XCellIns Technologies Private Limited (“XCellInsIndia”) and the party whose name appears on the Order (“Customer”) in relation to the Plan(s) provided by XCellInsIndia.
- 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 XCellInsIndia for the purposes of providing the various services under the Plan(s) offered by XCellInsIndia. XCellInsIndia respects the privacy of the Customer and the confidentiality of Customer’s Personal Information so collected by XCellInsIndia 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 XCellInsIndia to any third party including any insurer, Service Partner of XCellInsIndia 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 XCellInsIndia or its service partners recording phone calls between the Customer and XCellInsIndia on the helpline numbers set out in the relevant Plan Terms in order for XCellInsIndia 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 XCellInsIndia has the sole right to vary the features/benefits under the Plan(s) or the Plans or the amount or rate of the Total Fee or part thereof, from time to time.
- 3.5. The Customer hereby provides his/her consent to XCellInsIndia for appointing agents to collect amounts payable to XCellInsIndia, as may be considered necessary in the sole discretion of XCellInsIndia and which shall be at the sole risk and cost of the Customer.
- 3.6. The Customer acknowledges that XCellIns may engage third parties including Service Partners for the fulfillment of the services and the Customer hereby consents to XCellInsIndia 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 XCellInsIndia identifying any service providers and/or products that may be of some interest to the Customer.

## 4. TOTAL FEES/CHARGES

- 4.1. XCellInsIndia shall charge the Total Fee from the Customer for availing of the Plan(s) from time to time. The Total Fee shall be payable in advance and the Customer may make a one-time payment of the Total Fee for the applicable period or authorize XCellInsIndia with appropriate debit instructions to deduct the Total 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 Total Fee. However, activation of insurance cover is subject to receipt of documents and device related information as specified in the cover section hereunder.

## 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 XCellInsIndia 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:
  - 5.2.1. 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.
  - 5.2.2. The Customer having provided XCellInsIndia with full and accurate information in connection with the coverage, as applicable.
  - 5.2.3. The Customer having acted in a bona fide manner to make a claim.
  - 5.2.4. The Customer having complied with the requirements of the Insurer for the purposes of processing the claim may be required from time to time.
    - 5.2.4.1. List of Documents Required for processing of Claim – **Partial Loss:**
      - 5.2.4.1.1. Covering Letter
      - 5.2.4.1.2. Photocopy of Invoice of the Equipment on the Claimant's Name.
      - 5.2.4.1.3. Self-Attested Photo ID Proof of Claimant.
      - 5.2.4.1.4. Incident Report.
      - 5.2.4.1.5. Insurance Claim Form.
    - 5.2.4.2. List of Documents Required for processing of Claim – **Total Loss/ BER claims:**
      - 5.2.4.2.1. Covering Letter
      - 5.2.4.2.2. Photocopy of Invoice of the Equipment on the Claimant's Name.
      - 5.2.4.2.3. Self-Attested Photo ID Proof of Claimant.
      - 5.2.4.2.4. Damaged Equipment.
      - 5.2.4.2.5. Incident Report.
      - 5.2.4.2.6. Insurance Claim Form.
    - 5.2.4.3. List of Documents Required for processing of Claim – **Theft and Burglary:**
      - 5.2.4.3.1. Covering Letter.
      - 5.2.4.3.2. Original Bill on Claimant's Name.
      - 5.2.4.3.3. Self-Attested Photo ID Proof of Claimant.
      - 5.2.4.3.4. Police Intimation letter/ FIR "duly stamped & signed"
      - 5.2.4.3.5. Non Traceable report from Police.
      - 5.2.4.3.6. Itemized Bill for Post-paid Customers.
      - 5.2.4.3.7. SIM blocking letter duly signed and stamped or Email confirming SIM blocking by Telephone operator.
      - 5.2.4.3.8. Insurance Claim Form.
  - 5.2.5. Intimation of Claim
    - 5.2.5.1. The Insured or beneficiary has to intimate/ report the loss to Help Centre within 48 hrs of the occurrence.
    - 5.2.5.2. The Help Centre will note down the details of the Insured, Equipment, and the Incidence and generate a reference no. and share it with Insured/beneficiary.
  - 5.2.6. Notwithstanding anything contained hereinabove, XCellIns shall not be obliged to entertain any claim from the Customer unless
    - 5.2.6.1. The Customer is over the age of 18 years and a resident of India, and
    - 5.2.6.2. The Total Fee up to the date of claim has been paid.

## 6. CANCELLATIONS/ RENEWAL/TERMINATION

- 6.1. XCellInsIndia will cancel the Terms and/or the Plan Terms if XCellInsIndia does not receive the Total Fee (all inclusive) on the date it is due.
- 6.2. XCellIns will cancel the Terms and/or the Plan Terms if the Customer has at any time.
  - 6.2.1. Agreed to help any third party to try to fraudulently or dishonestly obtain money from XCellInsIndia or the Insurer; or
  - 6.2.2. Is in violation of applicable law as may be relevant to the use of the Plan(s); or
  - 6.2.3. 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 XCellInsIndia or the Insurer including by providing false or inaccurate information; and
  - 6.2.4. Customer fails to return to XCellInsIndia or its authorized Service Partner(s) any goods/devices temporarily lent to Customer and which are to be returned/reimbursed/paid as per the terms of the Plan to XCellInsIndia or to its authorized Service Partner.
- 6.3. The Plan(s) will be on an automatic renewal basis unless cancelled and XCellInsIndia will collect the Total Fee for renewal of the Plan(s) at the start of each year/term from the card that the Customer has shared with XCellInsIndia for effecting payment. In case XCellInsIndia is not able to collect payment from this card, it will collect the Customer's payments from any other Card the Customer may have registered with XCellInsIndia. The membership renewal allows the Customer the same cancellation terms as the existing Plan.

6.4. If beneficiary/Insured like to cancel or terminate policy at any point of time is not liable to refund paid fee.

## **7. CONFIDENTIALITY**

7.1. XCellInsIndia 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, XCellInsIndia will take steps to recover from the Customer, such payment(s) made to the Customer, either by XCellInsIndia 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 the object of the Plan(s) being availed of or provided by XCellInsIndia 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. The Customer has also understood the chargeability of the Total Fee for the Plan(s) availed of (and the add on group insurance benefit, as applicable) and the basis of such charges and confirms that he/she has understood and agreed that the Insurance Fee payable for the add-on group insurance feature is identified separately and no fees or commission is being charged thereon in the Insurance Fee.

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:

**9.4.1.** Belongs to another person and to which the user does not have any right to or which is confidential.

**9.4.2.** Is an impersonation of another person, grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, 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

**9.4.3.** Harm minors in any way;

**9.4.4.** Infringes any patent, trademark, copyright or other proprietary rights.

**9.4.5.** Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

**9.4.6.** Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or

**9.4.7.** Threatens the unity, integrity, defense, 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. XCellInsIndia 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). XCellInsIndia disclaims all implied warranties of merchantability, fitness for a particular purpose, and noninfringement. XCellInsIndia's total liability under the Terms and/or the relevant Plan Terms shall not exceed the Total Fee.

10.2. In case of a claim under the add-on group insurance benefit provided with the Plan(s), XCellInsIndia's role in discharging its obligations hereunder shall be that of a mere facilitator, and XCellInsIndia 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 XCellInsIndia 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 XCellInsIndia or its officers or employees arising out of:

11.1.1. Any wrongful act or omission of the Customer in relation to the usage of the Plan(s).

11.1.2. Any willful misconduct, gross negligence or fraud by the Customer.

11.1.3. Any failure of the Customer to comply with the applicable law;

11.1.4. Any breach of the representations, warranties, obligations and covenants of the Customer or a default of the Customer's obligations; and

11.1.5. 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 XCellInsIndia 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.

**XCellIns Technologies Private Limited**  
Building C-32 (Basement), Sector-14,  
Kaushambi, Ghaziabad,  
U.P. 201010

**13. MISCELLANEOUS**

- 13.1. The Terms will insure to the benefit of the legal successors of XCellInsIndia. Other than as stated above, no assignment of the Terms is possible.
- 13.2. XCellInsIndia 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. XCellInsIndia 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 Delhi. The language of the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties.

**Gadget Protection – Service Description and Terms & Conditions**

Note: The terms contained herein are specific terms and conditions and should be read in conjunction with specific features of the product purchased by you as mentioned in the Welcome Letter/Welcome email. These conditions are in addition to and not I derogation of the standard terms and condition.

**1. Definition**

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

“**Application**” shall include the Mobile Security software application, as well as phone health keeper, contact backup, Cache cleaner, virus detection, and any other application and software to the customer via the mobile application, along with any upgrades to the said application and software as may be made from time to time.

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

“**Mobile Phone**” shall means the mobile phone device of the Customer. The Customer can only avail XCellInsIndia Protection plan in relation to one Mobile Phone, i.e., one Plan per Mobile Phone/Tablets/Phablets/Laptop.

**2. Operating system on which the 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.

<b>Operating System</b>	<b>Application/Software Features</b>
<b>Android</b>	Phone health keeper, App locker, cache cleaner, virus scanner, etc.

### 3. Plan Features

The Customer must install the Applications on the Mobile Phone and should not exit/close/shutdown the Application.

#### 3.1. Just a call away

3.1.1. The Customer must have a Mobile Phone with a GPRS data connection and must have one of the following supported devices/platforms and free space, as indicated in the table below, to be able to receive the XCellInsIndia mobile assist services. Please note that certain Plan features may not be available on certain devices / platforms from time to time as may be indicated to the Customer by XCellInsIndia or set out on the XCellInsIndia website from time to time.

Devices	Systems Versions	Approx. free Disk Space Required
Android	3.0 to 6.0	5 MB

3.1.2. In the event of damage or theft of the Mobile Phone, the Customer has to call the XCellInsIndia number to report the damage/theft of the Mobile Phone or device.

3.1.3. In order to give a request to block the Mobile Phone /SIM Card, the Customer should be the an existing customer of XCellInsIndia prior to placing the request for blocking the Mobile Phone / SIM Card and the Customer mobile number and service Provider should be registered with XCellInsIndia. In case the Customer had not registered particular details with XCellInsIndia, XCellInsIndia would attempt to block the Mobile Phone / SIM card, with the help of the details provided by the Customer on a best effort basis.

3.1.4. Upon intimation of damage/theft of the Mobile Phone to XCellInsIndia, XCellInsIndia shall liaise with the Telecom Service Provider on behalf of the Customer in order to block the SIM Card.

3.1.5. The Customer hereby consents to XCellInsIndia 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 Telecom Service Provider.

#### 3.2. Mobile and Anti-Malware Security Features

3.2.1. The customer must install all software and applications as directed by XCellInsIndia on their website/welcome pack and update the same as and when any notification of an update is intimated to the Customer.

3.2.2. The Customer hereby consents to XCellInsIndia acting on its behalf and to do all such acts necessary in the performance of its obligations as set out herein vis-à-vis the software/application providers.

3.2.3. The Customer must have a GPRS data connection which must be regularly connected to the network of the Telecom Service Provider so as to enable incremental data available for update of the software / Application / backup to be downloaded / installed on the Mobile Phone.

#### 3.3. SIM Blocking And Insurance

3.3.1. In the event that the Customer's Mobile Phone/SIM card is lost / stolen, the customer should immediately report the damage/theft to XCellInsIndia/ telecom service provider. In the event that XCellInsIndia requires the customer to be on the call with Telecom Service Provider to block the SIM Card. XCellInsIndia will conference the Telecom Service Provider with the customer to facilitate the blocking of the SIM Card.

3.3.2. XCellInsIndia will not pay for any expenses or loss.

3.3.3. Any liability arising out of lost or stolen SIM card will not be entertained.

#### 3.4. Courtesy Handset

3.4.1. In the event that the Customer's Mobile Phone has been lost / Stolen, the Customer must call XCellInsIndia to report the damage/theft, and the Customer may request XCellInsIndia to provide the Customer with an alternate handset for the interim use to the Customer. The alternate handset would be provided for a period of no more than fifteen business days on which the Customer may restore his contacts and other data, subjects to submission of claim documents.

3.4.2. XCellInsIndia would check authenticity of the Customer's request and based on XCellInsIndia's finding, XCellInsIndia may or may not issue courtesy handset to the Customer.

3.4.3. In the event that the Customer, for any reason whatsoever, fails to return the courtesy handset on the 16<sup>th</sup> day to an authorized XCellInsIndia personnel in the same city as in which the courtesy handset was provided by XCellInsIndia , then XCellInsIndia shall immediately without prior intimation of the Customer block the courtesy handset and will suspend the Customer's contract with XCellInsIndia.

3.4.4. Further, In the event that the Customer, for any reason whatsoever, fails to return the courtesy handset on the 16<sup>th</sup> day to an authorized XCellInsIndia personnel in the same city as in which the courtesy handset was provided by XCellInsIndia, then XCellInsIndia will charge the Customer a penalty of INR 20,000. The courtesy handset service shall be available only in selected cities and with limited stock, which may be amended from time to time.

### 3.5. Bill Keeper

3.5.1. The Customer shall not store any data that is illegal, infringes copyright or any such document that is not proprietary to the Customer and possession of which is in contravention of any applicable law.

3.5.2. The Customer shall preserve and secure the password and other privacy setting of the Bill keeper facility.

3.5.3. Upon the membership of the Customer being terminated, the Customer's data in the Bill Keeper would be purged after giving 30 days prior notice to the Customer to transfer or delete the data from the Bill Keeper. Once the membership expires, the data in the locker will be deleted.

3.5.4. XCellInsIndia shall, to the best of its ability, ensure the confidentiality of the data stored by the Customer in the Bill Keeper and maintain reasonable security practices and procedures as required under applicable law.

3.5.5. XCellInsIndia shall act in accordance with privacy policy (as amended time to time) which is available for viewing/download, on XCellInsIndia's website. The terms of such privacy policy shall be deemed to be incorporated herein by reference.

3.5.6. XCellInsIndia shall make reasonable efforts to ensure that the Bill Keeper feature is available for access at all times.

### 3.6. Remote Fixing of Smartphone Problem (Call & Email)

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

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

13.6.1. How to configure emails on your smartphone.

13.6.2. How to manage performance setting on your smart phone.

13.6.3. How to manage any setting related issue like display, language, fonts, ringtones, volume control, etc.

13.6.4. How to manage smartphone better in terms of usage

### **Insurance Cover**

XCellInsIndia as a Group Manager on behalf of its customers has arranged an Insurance cover with National Insurance Company Limited (**'the Insurer'**) **vide policy no.** <the policy number will be shared subsequently>. The policy shall be valid for a period of 12 months from membership date subject to the term mentioned above. XCellIns is only the holder of the policy and you shall be the beneficiary in the event of a claim. It may be noted that XCellIns shall only facilitate the registering and processing of the claim with the Insurance Company.

Claim settlement shall be at the sole discretion of the insurance company i.e. **National Insurance Company Limited.**

### **INSURED EQUIPMENT:**

Mobile Handset/Tablet/Phablets/E-reader/Mp3 Players/Laptops/Camera's/DSLR provided by XCellInsIndia which is declared for insurance and insured with the insurance company for a period of 12 or 24 months from the date of XCellInsIndia membership.

Mobile Handsets/Tablets up to maximum two years old from the date of manufacturing will be considered under this policy.

### **SPECIAL CONDITION –**

No cover applicable for mobiles without active SIM except from Tablet not requiring SIM.

### **Theft Loss:**

Theft, Burglary subject to terms, conditions, definitions and exclusions are mentioned below and as mentioned in the Master Policy. Liability would be restricted to the "Cost of the Device" or "Market value" or the "Limit as per the Plan" selected by the customer whichever is lower.

### **Accidental damage/Liquid damage:**

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

**Theft loss / Accidental damage / Liquid damage:**

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

**Coverage:**

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

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

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

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

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

**Insured and Beneficiary:**

Means the buyers of the policy holder's product, who has opted for the insurance Cover under this policy and has got the same activated, as per the terms and conditions of this policy, with the policy holder and the details of which are intimated to Insurer under the Declaration. It is agreed that the Mobile Handsets/Tablets/Phablets/E-reader/Mp3 Players/Laptops/Camera's/DSLR can be used by Subscriber or his/her parents / spouse and legitimate children. Where the subscriber in a corporate entity, beneficiary shall mean any representative / employee of the entity authorized to use the Mobile Handsets / Tablets / Phablets / E-reader / Mp3 Players / Laptops / Camera's / DSLR. It is also agreed that the Insured Gadget can be used by the Beneficiary and/or where such subscriber is a corporate entity, Beneficiary shall mean any representative/employee of the subscriber who is authorized by the subscriber to use the Insured Gadget.

**Sum Insured:**

Cost of the equipment only as per purchase invoice or sum insured as per XCellInsIndia plan selected by the customer.

**Geographical Limit –Worldwide**

Handsets purchased abroad are included only if provided/purchased with international manufacturer warranty.

**Basis of loss Settlement:**

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

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

**Depreciation Chart: - Applicable only for theft/Total Loss cases**

**[To any instrument / Component]**

Age of Insured Gadget/Device	Rate of Depreciation
Up to 3 months	10%
4 months to 6 Months	20%
7 months to 12 Months	50%

**Excess:**

Compulsory deductible is 5% of the claim value subject to minimum of INR 500/- in case of each and every loss where the purchase Invoice is available and produced at the time of claim. In case the beneficiary is unable to produce the purchase invoice at the time of claim, excess shall be 10% of the claim value subject to minimum of INR 2,000/-in case of each and every loss of such gadget. However, excess for Partial Loss shall be 5% of the claim amount subject to a minimum of INR 500/- each claim.

**Salvage:**

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

**BER: beyond Economic Repairs**

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

**Mobile-Security Application:**

It is mandatory for the Customer to install and activate the Mobile Security application provided by XCellIns on the insured handset. If the customer does not activate or delete the application from the insured handset. If the customer does not activate or delete the application from the insured handset, XCellInsIndia reserves the right to decline the Handset Insurance claim from the Customer.

**Mandatory Devices related information for activating Insurance cover:**

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

1. Name of the Customer
2. Name of Point of Sale (Website name in case of online purchase)
3. IMEI/Serial number
4. Brand, make and model of the device
5. Invoice value
6. Invoice date
7. Address of customer

Whereas XCellInsIndia will make all efforts to collect the above information from the Customer, it is the responsibility of the Customer to ensure that all the said information is made available to XCellInsIndia. XCellInsIndia will be able to activate the insurance cover on the said device only after receiving the above mentioned information. In case of non-receipt of the above mentioned information, any Insurance claim on the said handset may be declined by the Insurance Company at its discretion. XCellInsIndia may at its discretion require image/photograph of the device to be submitted by the customer at the time of creation of XCellInsIndia membership.

**EXCLUDED PERILS**

**Theft loss:**

The Insurer shall not be liable for:

1. Loss or damage to the gadget due to mysterious circumstances/disappearance or unexplained reasons.
2. Loss of gadget resulting from or caused by theft, or attempted theft from unlocked vehicles or rooms.
3. Loss of gadget due to any accidental damage and / or damage due to either entry of liquid into the gadget or gadget being submerged in liquid.
4. Fraud or criminal activity on the part of the Insured and the customer.



5. Claim on gadget during the hire or loan of the insured gadget to a third party.
6. Loss resulting from detention or confiscation by customer or other Government or public authorities.
7. Any failure of the gadget to operate as a result of problems with respect to the network infrastructure, customer's network subscription or similar service issues.
8. Loss of or Damage to the gadget that is registered in the name of a corporate Entity, unless a nominee has been appointed by them as a Bonafide user.
9. Loss arising due to any lawful act or illegal activities including criminal acts, or acts of war or the handset is used with permission of the Bonafide Customer having knowledge of such acts.
10. Consequential loss of any kind or description.
11. Loss or damage caused by in correct storage, poor maintenance, willful negligence , incorrect installation, incorrect setup, unless the authorized service center representative world confirm otherwise with due substantiation.
12. Loss or damage as a result of attack by unauthorized software/virus, software fault and manufacturing defect owing to which a gadget fails to operate.
13. Loss or damage that is covered by a supplier, dealer or factory warranty.
14. Any loss if the ownership of the gadget is transferred.
15. Any consequences arising from war, war lined operation (whether war declared or not), Act of Foreign Enemy, Hostility, Civil War, Rebellion, Insurrection, Civil Commotion, Military usurped power, Seizure, Capture, Confiscation, Arrest. Restraints and or detainment by order of any Government or any other Authority.
16. Any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radioactive or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
17. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials, Wear and tear, moth, vermin or gradual deterioration, inherent defect or from any process of cleaning or repairing or renovating or maintenance.
18. Any type of self-repair or attempted self-repair.
19. Mechanical or Electrical Breakdown or electronic derangement or malfunction unless caused by an external accidental means or liquid.
20. Intentional overloading of the instrument. Loss or damage due to any experiments or tests and /or alternations resulting into any abnormal conditions.
21. Cost of Replacement of Battery unless caused by an accidental or liquid damage to the Gadget.
22. Any damage or loss occasioned from any water borne craft, unless such damage is caused by accidental ingress of liquid/water, and if the Customer has taken reasonable care to protect the gadget from damage.
23. Any loss of or damage to the SIM card/ memory card unless caused by an insure peril.
24. Loss or damage to accessories unless they are attached to the Gadget.
25. Internal leakage of the battery, unless caused by an insured peril. Theft or Damage occurred while the Gadget is situated outside India providing the Customer in a Non Resident Indian(NRI).
26. Any instance where you are not a resident of India at the time that the Theft or Damage occurred.
27. Any type of SIM/ airtime misuse or consequential loss thereof.
28. Any loss the named Customer may suffer or cost to the Customer for:
  - a. Damage to or Theft of, or costs or charges, when repairing or replacing aerials or battery chargers where these items are the only part of the gadget that have been Damaged or stolen.
  - b. Any Damage or Theft caused by any deliberate act or negligence by the Insured Member(s), their employees or any other person using the gadget with their permission.
  - c. Cost or charges when replacing car kit or car Devices and other accessories which can no longer be used with the gadget with their permission.
  - d. Cost involved in returning the gadget for repair, or collecting the gadget once it has been repaired.
  - e. Cost caused by the gadget being routinely serviced, inspected, adjusted or cleaned.
29. Any cost related to the indemnification for the Value added services.
30. The Insurer shall not be liable for any loss or damage claim due to the inability of the Customer and insured to submit either of the claim processing and claimed payment documents required by the Insurer for processing the Claim.
31. The policy shall not be liable for any claim if information has intentionally been withheld or incorrect information or misrepresentation has been intentionally given that are of significance to the assessment of the claim.
32. Scratching, denting. Cracking is excluded unless caused by accidental external means.
33. Loss or damage due to theft or attempted theft by any employees of the insured or loss or damage occasioned through the willful act of the insured or any employee or the willful of any other person with a connivance of the insured or any employee.

34. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or similar convulsion of nature or atmospheric disturbance.
35. Loss or damage to the property insured directly caused by:
  - a. An act of terrorism committed by a person or person acting on behalf of or in connection with any organization.
  - b. The action of any lawfully constituted authority in suppressing or attempting to suppress any such act referred to (i) above or in minimizing the consequences thereof.

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

**Fire / Accidental Damage / Liquid damage:**

The insurer shall not be liable for:

1. Loss or damage to the gadget due to mysterious circumstances/disappearance or unexplained reasons.
2. Loss of gadget resulting from or caused by theft, or attempted theft from unlocked vehicles or rooms.
3. Liability to any party of any nature including but not limited to liability of Authorized Service center to other parties
4. Fraud or criminal activity on the part of the Insured and the customer.
5. Claim on gadget during the hire or loan of the insured gadget to a third party.
6. Loss resulting from detention or confiscation by customer or other Government or public authorities.
7. Any failure of the gadget to operate as a result of problems with respect to the network infrastructure, customer's network subscription or similar service issues.
8. Loss of or Damage to the gadget that is registered in the name of a corporate Entity, unless a nominee has been appointed by them as a Bonafide user.
9. Loss arising due to any lawful act or illegal activities including criminal acts, or acts of war or the handset is used with permission of the Bonafide Customer having knowledge of such acts.
10. Consequential loss of any kind or description.
11. Loss or damage caused by in correct storage, poor maintenance, willful negligence , incorrect installation, incorrect setup, unless the authorized service center representative world confirm otherwise with due substantiation.
12. Loss or damage as a result of attack by unauthorized software/virus, software fault and manufacturing defect owing to which a gadget fails to operate.
13. Loss or damage that is covered by a supplier, dealer or factory warranty.
14. Any loss if the ownership of the gadget is transferred.
15. Any consequences arising from war, war lined operation (whether war declared or not), Act of Foreign Enemy, Hostility, Civil War, Rebellion, Insurrection, Civil Commotion, Military usurped power, Seizure, Capture, Confiscation, Arrest. Restraints and or detainment by order of any Government or any other Authority.
16. Any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radioactive or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
17. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials, Wear and tear, moth, vermin or gradual deterioration, inherent defect or from any process of cleaning or repairing or renovating or maintenance.
18. Any type of self-repair or attempted self-repair.
19. Mechanical or Electrical Breakdown or electronic derangement or malfunction unless caused by an external accidental means or liquid.
20. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
21. Intentional overloading of the instrument. Loss or damage due to any experiments or tests and /or alternations resulting into any abnormal conditions.
22. Cost of Replacement of Battery unless caused by an accidental or liquid damage to the Gadget.
23. Any damage or loss occasioned from any water borne craft, unless such damage is caused by accidental ingress of liquid/water, and if the Customer has taken reasonable care to protect the gadget from damage.
24. Any manufacturing defect which is covered under Manufacturer's warranty Product defects whether latent/ inherent or not.
25. Any loss of or damage to the SIM card/ memory card unless caused by an insure peril.
26. Loss or damage to accessories unless they are attached to the Gadget.
27. Internal leakage of the battery, unless caused by an insured peril. Theft or Damage occurred while the Gadget is situated outside India providing the Customer in a Non Resident Indian(NRI).

28. Any instance where you are not a resident of India at the time that the Theft or Damage occurred.
29. Any type of SIM/ airtime misuse or consequential loss thereof.
30. Any loss the named Customer may suffer or cost to the Customer for:
  - a. Damage to or Theft of, or costs or charges, when repairing or replacing aerials or battery chargers where these items are the only part of the gadget that have been Damaged or stolen.
  - b. Any Damage or Theft caused by any deliberate act or negligence by the Insured Member(s), their employees or any other person using the gadget with their permission.
  - c. Cost or charges when replacing car kit or car Devices and other accessories which can no longer be used with the gadget with their permission.
  - d. Cost involved in returning the gadget for repair, or collecting the gadget once it has been repaired.
  - e. Cost caused by the gadget being routinely serviced, inspected, adjusted or cleaned.
31. Any cost related to the indemnification for the Value added services.
32. The Insurer shall not be liable for any loss or damage claim due to the inability of the Customer and insured to submit either of the claim processing and claimed payment documents required by the Insurer for processing the Claim.
33. The policy shall not be liable for any claim if information has intentionally been withheld or incorrect information or misrepresentation has been intentionally given that are of significance to the assessment of the claim.
34. Improper handling, dismantling, fitting adjustments, repair, alteration or modification not approved by the makers/manufacturers and/ or agents of makers/ manufacturers or use of such property contrary to the directives of the makers/ manufacturers and/ or this agents.
35. Scratching, denting. Cracking is excluded unless caused by accidental external means.
36. Loss or damage due to theft or attempted theft by any employees of the insured or loss or damage occasioned through the willful act of the insured or any employee or the willful of any other person with a connivance of the insured or any employee.
37. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or similar convulsion of nature or atmospheric disturbance.

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

#### **Insurance Claim process:**

- a. **Theft / Burglary Claim:** This refers to loss of customer's mobile handset due to theft / burglary

List of Documents Required for processing of Claim – **Theft and Burglary:**

- a. Covering Letter.
- b. Original Bill on Claimant's Name.
- c. Self-Attested Photo ID Proof of Claimant.
- d. Police Intimation letter/ FIR "duly stamped & signed"
- e. Non Traceable report from Police.
- f. Itemized Bill for Post-paid Customers.
- g. SIM blocking letter duly signed and stamped or Email confirming SIM blocking by Telephone operator.
- h. Insurance Claim Form.
- i. Service provider to be intimated and SIM service to be blocked within 48 hours.
- j. To file complaint with the nearest police station (NOT LATER THAN 24 HOURS) and Obtain a certified copy of complaint registered mentioning the IMEI number, mobile number and complete narration of the incident.
- k. Police Station Diary Registration Number.
- l. Claim documents to be duly filled and submitted within 5 days of occurrence to the insurance company.

#### **Process Flow:**

- a. In case of loss of handset due to theft/burglary/fire, Customer is required to call XCellInsIndia helpline number 9899 703 804/1800 3070 1045 within 48 hours of discovering the theft.
- b. XCellInsIndia team registers the service request and sends copies of claim form and related documentation to customer over email.
- c. Customer is required to submit the original document (as listed above) to XCellInsIndia with 7 days of registering the claim for onwards submission to insurance company.
- d. XCellInsIndia will coordinate with insurance company for settlement of the claim and the decision of the insurance company will be communicated to the customer.
- e. Claim amount will be paid to the customer.

**b. Accidental/Liquid damage:**

This refers to loss to customer's Mobile Handsets / Tablets / Phablets / E-reader / Mp3 Players / Laptops /Camera's / DSLR due to accidental/ Liquid damage.

**Scenario 1 – Doorstep service:**

**Service Description:**

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

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

Mumbai, Bangalore, Hyderabad, Bengaluru, Secundrabad, Chennai, Delhi, Gurgaon, Noida, Ghaziabad, Noida, Greater Noida and Faridabad.

**Pre-requisite for claim processing:**

- a. Claim form
- b. Images of damaged handset with clear image of IMEI number.
- c. Payment for deductibles/excess.
- d. Payment of differential between estimate amount and claim approval amount.
- e. ID proof of Mobile purchaser.

**Process flow:**

**Scenario 2 – Mail in Process:**

**Service Description:**

In this scenario, XCellInsIndia will arrange for courier pickup of the damaged Mobile Handsets/Tablets/Phablets/E-reader/Mp3 Players/Laptops/Camera's/DSLR from customer premise, arrange for the repair and delivery of the repaired device/gadget to the customer location.

**Location Covered:** Other than locations covered under Doorstep service

**Pre-requisite for claim processing:**

- a. Claim form
- b. Image of damaged handset with clear image of IMEI number.
- c. Payment of deductible/excess.
- d. Payment of differential between estimate amount and claim approval amount.
- e. ID proof of Mobile purchaser.

**Process flow:**

- a. In case of accidental and liquid damage to Mobile Handsets / Tablets / Phablets / E-reader / Mp3 Players / Laptops /Camera's / DSLR, Customer is required to call XCellInsIndia toll free helpline number 9899 703 804 within 48 hours of discovering the damage.
- b. XCellInsIndia team registers the service request and sends copies of claim form and related documentation to customer over email.
- c. Customer is required to submit scanned copy of claim form duly filled up and signed by the customer along with 4 images of the broken/damaged device with clear image showing the handset IMEI details within 48 hours of registering the claim.
- d. XCellInsIndia will verify the document received from the customer over email and if the same are in order will trigger request to its Service Partner for collecting the handset from the Customer, otherwise , XCellInsIndia will inform customer about deficiencies in the documentation which will have to be rectified by the customer.
- e. Service Partner will fix an appointment with the customer for collecting the damaged handset, original claim documents including discharge voucher (refer list above) and the amount of deductible as applicable within 48 hours of submitting scanned images to XCellInsIndia. It is important to note that only on receipt of all complete original documents including amount payable by the Customer, claim process will be taken forward.

- f. Service Partner will submit the handset at the service center for repair; get an estimate for repairs along with the tentative timelines for repairs with 48 hours of submitting handset to the service center.
- g. On receipt of the approval from the Insurance Company, XCellInsIndia will communicate the amount of approval to the customer:
  - i. If the amount of approval is lower than the estimate amount, XCellInsIndia will take an approval from customer on a recorded line. If the customer accepts to pay the differential amount (ie Estimate amount less Claim approval amount) then XCellInsIndia 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, XCellInsIndia will instruct the repair center to repair the damaged handset of the customer.
  - ii. If the customer does not agree to pay the differential amount, then XCellInsIndia will hand over the handset to the customer without repairing the same.
- h. If the repair estimate is more than INR 20,000, then Insurance Company will arrange for a Surveyor visit. XCellInsIndia will co-ordinate with the Insurance Company and the Customer for such visit. Basis the Surveyor report, XCellInsIndia will co-ordinate with the Insurance Company for the approval of the repair estimate and inform the customer on the status of the repair claim.
- i. On confirmation of repair of the handset by the service center, XCellInsIndia will instruct its Service Partner to collect the same from the repair center and deliver it to the customer with an acknowledgement form the customer.

**Notice of Claim:**

The Customer must do the following: -

1. Inform XCellInsIndia within two working days of the discovering the loss or damage.
2. Beneficiary to submit all documents with 5 working days from the date of notification of the incident to XCellInsIndia.
3. XCellInsIndia to register claims with insurer within two working days of receipt of all documents from beneficiary.
4. Submit claim form with the relevant documents as noted in the claim form at the earliest.
5. Beneficiary to submit the Gadget/device, if BER (Beyond Economic Repair) to the Insurer through XCellIns. The same is optional through and subject to Salvage as mentioned in the Policy.
6. Cooperate with the Surveyor/Investigator if appointed.
7. In the event of Theft or Burglary, Beneficiary to report the incident to the police with 24 hours from the time of such incident. If the Beneficiary is travelling, the Theft/Burglarys must be notified to the local police authority in writing as soon as practically possible. The report must be duly acknowledged by the police authority concerned.
8. The Customer shall produce for the Insurer's examination all pertinent documents at such reasonable times and shall co-operate with the Insurer in all matters pertaining to any Claims. Failure to comply with this condition may prejudice the Claim. Filing a false or a fraudulent Claim will invalidate the Claim and result in the Insurer rejecting the Claim and any other action deemed fit.
9. The Customer shall forward to the Insurer original receipts of purchase, if available, acknowledgement form the police or any other proof whether written or otherwise to support claim within 5 days from the date of notification of a claim as stated in above clause.
10. Subject to receipt of the entire required document in original from Beneficiary, the Policy Holder shall forward to the Insurer such document within five (05) days from the date of receipt of intimation from the Insurer of the acceptance/rejection of the Claim.
11. All documents, affidavit information and evidence, as are to be provided by the Beneficiary under the Claim Form, must be provided at the Beneficiary's expense in the form and nature required in the Claim Form.

ALL COMPLETED CLAIM DOCUMENTS TO BE SUBMITTED WITH IN 5 DAYS

**Conditions:**

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

**Notices:**

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

**Duty of the Customer:**

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

**Disputes and Jurisdiction:**

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

**Interest:**

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

**Observance of terms and Conditions:**

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