

## **Section 1 - DEFINITIONS**

**Beneficiary/User:** The purchaser of the Covered equipment, whose name is shown on the Invoice. Where the purchaser is a company, Beneficiary/User shall mean any representative / employee of the company authorised to use the Equipment.

**Covered Equipment:** Product/s purchased as shown on purchase Invoice, for product category such as Mobiles, Tablets along with Covered Product or Services through their medium.

**Medium:** Certified retailers, distributors, web, online & app channels including all their associates.

**Cover Period:** 12 months from the date of purchase of the equipment.

**Sum Covered:** Equipment market value at the time of claim

**Product & Services:** Semusi Protection Plan offered on sale of Mobile Handsets and Tablets. This document gives information about Service provider, Covered, Beneficiary/User and Covered Equipment etc& other terms & conditions

## **Section 2 – The Scope of Cover**

Provided beneficiary have purchased equipment from Covered Medium, whereby medium have advised to Service provider about the purchase & paid the appropriate premium and issued purchase invoice along with the handout (Terms and condition/Policy schedule) to the purchaser through their Medium. Service provider in the event of following occurrence to the Covered Equipment, will approve for payment of cost of repair or total loss claims payout as defined and mentioned below, if the equipment:

- Suffer damage to the exterior or interior component as a result of external impact & such damage cause equipment to stop working.
- Fails to work because fluid has managed to enter its internal/external circuitry

## **Section 3 – Exclusions**

**The Company shall not be liable in respect of loss or damage to Covered Equipment relating to or caused due to the following:**

1. Loss/theft is not covered. Loss, such as lost, forgotten/misplaced/theft of/left unattended including from an unlocked vehicle, missing, and any loss under mysterious circumstances. Theft of any kind / stolen is not covered.
2. Loss due to Intentional act or wilful neglect.
3. Loss arising after 12 month from date of inception of the Protection Plan sold to the Beneficiary.
4. Any loss due to hire or loan of the Covered equipment to a third party or if ownership is transferred.
5. Loss arising due to unlawful act including Terrorist activity, War, Nuclear Explosion, Radioactive Contamination, Chemical, Biochemical, Biological, Electromagnetic, Cyber Attack etc.
6. Any loss if the Covered equipment is not connected to any cellular network of service providers (only for mobiles).
7. Consequential loss of any kind or description including wear & tear, manufacturing defects etc.
8. Loss caused by incorrect storage, poor care and maintenance, careless use, gross negligence, incorrect installation and incorrect set-up.
9. Loss covered by supplier, dealer or factory warranty.
10. Any loss of data or software installed in the equipment.
11. Any loss arising outside the territorial limits of India.
12. Any loss that is cosmetic in nature and does not result in to complete stoppage of/or functioning of equipment.
13. Any loss effecting to SIM card and any ancillary product etc even if the equipment result into complete stoppage of working.
14. Any loss or damage to accessories and panels even if forming a part of standard pack or to any complimentary or ancillary

product/s made available under any promotional scheme.

#### **Section 4 - SPECIAL EXCLUSIONS**

**The Company shall not be liable in respect of loss or damage to Covered equipment relating to or caused due to the following:**

**4.1** Loss or damage due to intentional overloading of the Covered Equipment. Intentional Overloading shall mean intentional loading of any hardware or software other than standard packing which comes from Manufacturer.

**4.2** Loss or damage due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Covered equipment.

**4.3** Loss or damage due to mechanical or electrical breakdown or derangement, unless such loss is accidental damage and which is not covered within the manufacturer's warranty.

**4.4** Penalties for delay or detention or in connection with guarantees of performance or efficiency.

**4.5** Loss due to the Covered Equipment that gradually develops flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.

**4.6** Loss due to deterioration or wearing away or wearing out of any part of the Covered Equipment that is caused due to or naturally resulting from its normal use or exposure.

**4.7** Service provider will not be liable for any damage that has happened during handling of the equipment by a third party / authorized representative/employee other than Service provider.

**4.8** The Company shall not be liable for any loss or damage claim if:

i) The user is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to this Protection Plan and/or Policy Schedule/Terms and conditions of Covered Equipment

and/or

ii) The Covered Equipment whose IMEI / MEID / ESN / Serial numbers have not been declared or empanelled or registered for Coverage.

iii) Due to the inability of the Covered and/or the Beneficiary/User to submit either the claim processing and/or claim payment documents as required by the Company for processing the claim.

The policy shall not cover a loss:

- If one claim of the Covered Equipment has already been availed by the Covered under the tenure of the Policy.
- The Covered sells or transfers ownership of the Covered Equipment to another party

**In any action, suit or other proceedings where the Company (Service provider) alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this Protection Plan, the burden of that loss, destruction, damage or liability shall be upon the user.**

#### **Section 5 - Compensation**

##### **Total Loss: –**

For Total Loss cases the Maximum liability per Covered Equipment shall be current market value minus the depreciation and Excess/deductible.

In the event of total loss, the Service provider will not provide any payment towards replacement to the Beneficiary until the Beneficiary has surrendered the original equipment as salvage.

If the device is replaced by service center, the claim will be considered as a Total loss case. The relevant protection plan and policy will be cancelled from the date of loss.

**Partial Loss: -**

Maximum liability for each Covered Equipment shall be cost of repair, subject to a Excess/deductible as defined below. If the repair cost or maximum liability at the time of loss exceeds the total loss settlement, Service provider shall settle the claim on total loss under BER (Beyond Economic Repair) basis and the relevant Protection Plan Policy to the Beneficiary will be cancelled from the date of loss.

**If the repair value is more than the compensation payable, Beneficiary has to bear the difference between repair value and compensation payable.**

**Excess and depreciation will be deducted for each and every claim from the compensation payable.**

Maximum of 1 claim shall be given by the Service provider during policy period; subject to maximum value of Sum Covered at the time of loss.

**The Sum Insured or maximum liability shall be calculated as follows by applying depreciation on the claim value:**

**DEPRECIATION:**

Age	Depreciation
Up to 60 days	50% Percentage of Purchase Price
61 to 120 days	60% Percentage of Purchase Price
121 to 210 days	70% Percentage of Purchase Price
More than 211 days	80% Percentage of Purchase Price

**Excess is minimum value, which shall be deducted in each and every claim settlement. Excess is 1000 rupees, or 10% of the Purchase Price/ Invoice Value.**

**Section 6 – Policy Condition**

Covered or Beneficiary shall all times agree that:

- Take all reasonable steps to safeguard the Covered equipment.
- In the event of loss, declare/disclose all the material fact about the incidence or event and submit salvage.
- Covered equipment is purchased along with Covered product/services and registered at the time of purchase.
- All benefits shall be forfeited under the terms of this Policy, where there are any misrepresentations, or non disclosure of any material fact significant to admission of liability and assessment of loss.
- Protect the Covered Equipment, as far as reasonably possible, against theft, damage and contact with fluids.
- Not to modify or alter the Covered Equipment in any way (other than installation of approved software), nor have installed components in the Covered Equipment or have it serviced or repaired by any person not approved by the manufacturer and/or the Service provider.

**Section 7 – Claim Procedure**

**In the event of loss, Covered or Beneficiary is required to do following:**

- An immediate intimation (not later than 48 hours from the date and time of loss) about loss should be given to the service provider (Semusi) of the protection plan. Helpline No 0120-4883000.
- **All claim related documents or correspondence need to be submitted to Semusi and should reach Semusi not later than 15 calendar days from the date and time of the event of loss.**

**Damage Category –**

- The event needs to be notified to Semusi with proximate cause or reason of loss. Thereafter, the Beneficiary will take the damaged equipment to nearest service centre at his own cost, as per information

provided to him and obtain service estimate towards Damage. Semusi would be providing Value Added Services along with pick & drop of the damaged equipment, wherever applicable at the cost of the device owner

- Do not get the damaged Covered equipment repaired unless intimated over helpline by Semusi & further authorized by Service provider in writing or via text message through mobile communication.
- In the event where the cost of repairing/replacement of the device is higher than cost of repairing/replacement the same device at Semusi repair facility, then Semusi reserves the right to get the device repaired at Semusi repair centre or a repair centre authorized and empanelled by Semusi.

### **Section 8 – Contact Points for claims**

**All claim related queries and submission of claim document/s or correspondence should be directed to Semusi by calling on (0120) 4883000.**

**All claim related documents or correspondence need to be submitted to Semusi in Duplicate i.e. Original claim document/s with one additional photo copy of all original claim document/s - Note: Original Documents shall be retained by Service provider at the time of claim and shall not be returned to the Covered/Beneficiary, and to be sent to the Corporate Office of Semusi, or to the given address of Semusi as informed to the Beneficiary by their helpline, alongwith the damaged Mobile/handset/equipment.**

**For all claim related guidance or assistance/issues Beneficiary can contact Semusi helpline No (0120)-4883000. Beneficiary can know their claim status and also get all other relevant information by calling Semusi helpline or by sending an email at [mailto: claims@syncNscan.com](mailto:claims@syncNscan.com).**

Please refer <http://www.syncNscan.com> to view or download Protection Plan related documents, obtain further information regards to Policy terms & conditions, claim process etc.

**FRAUD:** If any claim under this policy shall in any respect is found to be fraudulent or if any fraudulent means or devices are used by the Beneficiary/User or any one acting on their behalf, to obtain any benefit under this policy, all benefits and rights of the Beneficiary/User under this Policy shall cease and stand forfeited.

The Bona fide Covered shall have to establish his/her identity and effect proper and valid discharge to receive the benefits of coverage under the Policy

**INTEREST:** No sums payable under this Policy shall carry any interest.

**This scheme is available at select stores/outlets.**