

## **Section 1 - DEFINITIONS**

**Beneficiary/User:** The purchaser of the insured equipment along with insured product or services, whose name is as shown on the Invoice. However his / her Spouse, Children & Parents can use the equipment. Where the purchaser is a company, Beneficiary/User shall mean any representative / employee of the company authorised to use the Equipment.

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

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

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

**Sum Insured:** Equipment value as mentioned in the purchase invoice.

**Product & Services:** syncNscan offered on sale, Repair and Distribution of services related to Mobile Handsets and Tablets

## **Section 2 – The Scope of Cover**

Provided beneficiary have purchased equipment from insured Medium, whereby Insured have advised to Insurer about the purchase & paid the appropriate premium and issued purchase invoice along with the handout (Policy Schedule) to the purchaser through their Medium, Insurer in the event of following occurrence to the Insured Equipment, will approve for payment of cost of repair or total loss claims payout as defined in the Depreciation Table 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

- **Theft from violent means or threat to use violence**
- Stolen from a locked building/room/vehicle to which thief has gained access by force
- Act of God perils
- Damage or theft during riot, strike & malicious damage

## **Section 3 – Exclusions**

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

1. Loss, such as lost, forgotten/misplaced/theft of/left unattended including from an unlocked vehicle, missing, and any loss under mysterious circumstances.
2. Loss resulting from or caused by theft, or attempted theft of insured equipment, left in unattended vehicle or room except car of fully enclosed saloon type or room, having at the time all the doors/windows and other opening securely locked and properly fastened
3. Loss due to Intentional act or wilful neglect.
4. Loss due to pickpocketing or simple theft is not covered.
5. Loss arising after 12 months from date of inception of the Protection Plan sold to the Beneficiary.
6. Any loss due to hire or loan of the insured equipment to a third party or if ownership is transferred.
7. Loss arising due to unlawful act including Terrorist activity, War, Nuclear Explosion, Radioactive Contamination, Chemical, Biochemical, Biological, Electromagnetic, Cyber Attack etc.
8. Any loss if the insured equipment is not connected to any cellular network of service providers (only for mobiles).
9. Consequential loss of any kind or description including wear & tear, manufacturing defects etc.
10. Loss caused by incorrect storage, poor care and maintenance, careless use, gross

negligence, incorrect installation and incorrect set-up.

11. Loss covered by supplier, dealer or factory warranty.
12. Any loss of data or software installed in the equipment.
13. Any loss arising outside the territorial limits of India.
14. Any loss that is cosmetic in nature and does not result in to complete stoppage of/or functioning of equipment.
15. Any loss effecting to SIM card and any ancillary product etc even if the equipment result into complete stoppage of working.
16. 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 insured equipment relating to or caused due to the following:**

**4.1** Loss or damage due to intentional overloading of the Insured 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 insured 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 Insured Equipment which 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 Insured Equipment that is caused due to or naturally resulting from its normal use or exposure.

**4.7** Insurer will not be liable for any damages which have happened during handling of the damage equipment by Semusi authorized representative/employee.

**4.8** Insurer will not be liable for any loss caused by the infidelity of any employee/representative of Semusi.

**4.9** 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 Policy and/or Policy Schedule or Insured Equipment

and/or

ii) The Insured Equipment whose IMEI / MEID / ESN numbers have not been declared or empanelled or registered for Insurance.

iii) Due to the inability of the Insured 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:

- For compensation towards burglary/theft or damage, if the said claim has already been availed
- If one claim for damage of the Insured Equipment have already been availed by the Insured under the tenure of the Policy or the damage claim amount is equal to the Sum Insured of the handset, whichever is sooner
- The Insured sells or transfers ownership of the Insured 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 insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

**Section 5 – Compensation Total Loss**

**The Maximum liability in any circumstance will not exceed 50% of the invoice value .**

**Total Loss: –**

Liability per Insured Equipment shall be Sum Insured less Excess & Depreciation (As defined below) depending on age of insured equipment from date of purchase till date & time of loss.

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

**Partial Loss: –**

Liability for each Insured Equipment shall be cost of repair, subject to Excess. If the repair cost or maximum liability at the time of loss exceeds the total loss settlement, Insurer 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.

**The Sum Insured or maximum liability shall be calculated as follows by applying depreciation on the claim value only for total loss subject to a maximum pay-out of up to 50% of the invoice value:**

**DEPRECIATION:**

Age	Depreciation
Up to 90 days	25% Percentage of Purchase Price
91 to 180days	35% Percentage of Purchase Price
More than 180days	60% Percentage of Purchase Price

Maximum of 2 claim shall be addressed by the Insurer, during policy period; subject to maximum value of 50% of the Sum Insured at the time of loss and prior claim is partial loss.

**Excess is minimum value which shall be deducted in each and every claim settlement. Excess is 10% of the claim value, or 1000 rupees, whichever is higher.**

**Section 6 – Policy Condition**

Insured or Beneficiary shall all times agree that:

- Take all reasonable steps to safeguard the insured equipment.
- In the event of loss, declare/disclose all the material fact about the incidence or event and submit salvage.
- Insured equipment is purchased along with insured 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 Insured Equipment, as far as reasonably possible, against theft, damage and contact with fluids.
- Not to modify or alter the Insured Equipment in any way (other than installation of approved software), nor have installed components in the Insured Equipment or have it serviced or repaired by any person not approved by the manufacturer and/or the Insurer.

**Section 7 – Claim Procedure**

**In the event of loss, Insured 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 Semusi on helpline No +91 888 273 1212.
- 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 authorized 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.
- Do not get the damaged insured equipment repaired unless intimated over helpline by Semusi & further authorized by Insurer in writing or via text message through mobile communication.

#### **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 +91 888 273 1212.**

**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 Insurer at the time of claim and shall not be returned to the Insured/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 +91 888 273 1212. 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>.**

**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 Insured 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. Insurance is subject matter of solicitation.**