



# DymajeCare

Kolte Patil Life Republic  
Maharashtra, Pune - 411057  
www.dymaje.com  
hello@dymaje.com

## 1 DEFINITIONS

- 1.1 **"Plan(s)"** shall mean either or all of the products/ services package offered by DymajeCare from time to time, which products/services may have add on components or features.
- 1.2 **"Joint Plan"** means any DymajeCare Plan that is taken for two members at the same time where the two members are related to each other as:
- Spouse
  - Siblings
  - Parent – Child
  - Grandparent – Grandchild
- Subject to both the members fulfilling the conditions necessary for a DymajeCare subscription
- 1.3 **"Plan Fee"** shall mean the fees charged by DymajeCare from time to time for the Plan(s) availed of by the Customer and set out in the respective Plan Terms. The Plan Fee is applicable for the respective duration of the plan as mentioned below. The Plan Fee is Inclusive of all applicable taxes.
- 1.4 **"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).
- 1.5 **"Free Look-In Period"** shall mean the number of days from the date of activation of the Plan(s) within

which the Customer may cancel the Plan(s) and obtain a refund of the Plan Fee.

- 1.6 **"Insurer"** shall mean the third party insurance provider as DymajeCare may partner with from time to time for the add-on benefit as may be applicable to the various Plans.
- 1.7 **"Service Partner"** means any third party service provider affiliated with DymajeCare.
- 1.8 **"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.

## 2 PURPOSE

- 2.1 These terms and conditions ("Terms") shall govern the transaction between DymajeCare Consumer ("DymajeCare") and the Party whose name appears on the Order("Customer") in relation to the Plan(s) provided by DymajeCare.
- 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 be 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 DymajeCare for the purposes of providing the various services under the Plan(s) offered by DymajeCare. DymajeCare respects the privacy of the Customer and the confidentiality of Customer's Personal Information so collected by DymajeCare 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 DymajeCare to any third party including any insurer, Service Partner of DymajeCare 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 DymajeCare or its service partners recording phone calls between the Customer and DymajeCare on the helpline numbers set out in the relevant Plan

Terms in order for DymajeCare 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 DymajeCare has the sole right to vary the features/benefits under the Plan(s) or the Plans or the amount or rate of the Plan Fee or part thereof, from time to time.

3.5 The Customer hereby provides his/her consent to DymajeCare for appointing agents to collect amounts payable to DymajeCare, as may be considered necessary in the sole discretion of DymajeCare and which shall be at the sole risk and cost of the Customer.

### **STANDARD TERMS AND CONDITIONS**

3.6 The Customer acknowledges that DymajeCare may engage third parties including Service Partners for the fulfillment of the services and the Customer hereby consents to DymajeCare 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 DymajeCare identifying any service providers and/or products that may be of some interest to the Customer.

### **4 TOTAL FEES/CHARGES**

4.1 DymajeCare shall charge the Plan Fee from the Customer for availing of the Plan(s) from time to time

and for the duration of the respective Plan. The Plan Fee shall be payable in advance and the Customer may make a one-time payment of the Plan Fee for the applicable period or authorize DymajeCare with appropriate debit instructions to deduct the Plan 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 Plan Fee.

## 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 DymajeCare 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:**

- a) 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;
- b) The Customer having provided DymajeCare with full and accurate information in connection with the coverage, as applicable;

c) The Customer having acted in a bona fide manner to make a claim;

d) The Customer having complied with the requirements of the Insurer for the purposes of processing the claim may be required from time to time.

- i. Claim form duly filled & signed by the Customer; and
- ii. F.I.R. or intimation copy issued by the police; and
- iii. Any other document as may be required by The respective Insurer.

5.3 Not with standing anything contained herein above, DymajeCare shall not be obliged to entertain any claim from the Customer unless (i) the Customer is over the age of 18 years and a resident of India, and (ii) the Plan Fee up to the date of claim has been paid.

## 6 **CANCELLATIONS/ RENEWAL/TERMINATION**

6.1 DymajeCare will cancel the Terms and/or the Plan Terms if DymajeCare does not receive the Plan Fee (all inclusive) on the date it is due.

6.2 DymajeCare will cancel the Terms and/or the Plan **Terms if the Customer has at any time:**

- a) agreed to help any third party to try to fraudulently or dishonestly obtain money from DymajeCare or the Insurer; or
- b) is in violation of applicable law as may be relevant to the use of the Plan(s); or
- c) 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 DymajeCare or the Insurer including by providing false or inaccurate information; and
- d) Customer fails to return to DymajeCare or its authorized Service Partner(s) any goods/devices

- temporarily lent to him/her or money advanced on an emergency basis to him/her or tickets or hotel bookings made on behalf of the Customer and which are to be returned/reimbursed/paid as per the terms of the Plan to DymajeCare or to its authorized Service Partner.
- 6.3 If notice of termination is provided by the Customer within the Free Look-In Period, a full refund is available. After the expiry of the Free Look-In Period, for any cancellation by the Customer, DymajeCare will refund the Plan Fee based on the grid mentioned below, provided however, that if the Customer has lodged a claim or availed of any benefit under any of the Plan Terms any time during the term of the plan, no refund will be available.
- 7 CONFIDENTIALITY**
- 7.1 DymajeCare 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, DymajeCare will take steps to recover from the Customer, such payment(s) made to the Customer, either by DymajeCare 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 DymajeCare 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.
- 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:
- a) belongs to another person and to which the user does not have any right to or which is confidential;
- b) is an impersonation of another person, grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, 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;
- c) harm minors in any way;

d)	infringes any patent, trademark, copyright or other proprietary rights;		compensation caused in relation to or arising from or in connection with the group insurance policy.
e)	deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;	10.3	under any circumstance dymajecare is not liable for third party or Contributory negligence (slip, trip and Fall) accident.
<b>11 INDEMNITY</b>			
f)	contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or	11.1	The Customer hereby agrees to defend, indemnify and hold DymajeCare 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 DymajeCare or its officers or employees arising out of:
g)	Threatens the unity, integrity, defence, 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.	a)	any wrongful act or omission of the Customer in relation to the usage of the Plan(s);
		b)	any willful misconduct, gross negligence or fraud by the Customer;
		c)	any failure of the Customer to comply with the applicable law;
		d)	any breach of the representations, warranties, obligations and covenants of the Customer or a default of the Customer's obligations; and
		e)	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 DymajeCare may have, either at law in the Terms and/or the Plan Terms
<b>10 LIMITATION OF LIABILITY</b>			
10.1	DymajeCare 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). DymajeCare disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement. DymajeCare's total liability under the Terms and/or the relevant Plan Terms shall not exceed the Plan Fee.		
10.2	In case of a claim under the add-on group insurance benefit provided with the Plan(s), DymajeCare's role in discharging its obligations Here under shall be that of a mere facilitator, and DymajeCare is not and shall not be liable to the Customer for any claim, loss, damage, or		
<b>12 NOTICES</b>			
		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 here in.

### **13 MISCELLANEOUS**

13.1 The Terms will inure to the benefit of the legal successors of DymajeCare. Other than as stated above, no assignment of the Terms is possible.

13.2 DymajeCare 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 DymajeCare 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 alongwith 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 Mumbai. The language of the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties.

#### **1. Plan Features**

##### **A. One Call to DymajeCare**

i. The Customer must have a Mobile Phone with a GPRS dataconnection and must have one of the following supported devices / platforms and free disk space, as indicted in the table below, to be able to receive the DymajeCare 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 DymajeCare or as set out on the DymajeCare

- ii. In the event of damage or theft of the Mobile Phone, the Customer has to call the DymajeCare number to report the damage/theft of the Mobile Phone.
- iii. DymajeCare shall act in accordance with the privacy policy (as amended from time to time) which is available for viewing/download, on DymajeCare's website. The terms of such privacy policy shall be deemed to be incorporated herein by reference.
- iv. The Customer hereby consents to DymajeCare 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 software/application providers.
  - f. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
  - g. Losses due to the order of any government, public authority, or customers' officials.
  - h. Losses due to ionising radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self-sustaining process of nuclear fission)of nuclearfuel.
  - i. Losses due to the radioactive toxic, explosives or other hazardous properties of any explosivenuclear assembly or nuclear component thereof.
  - j. Losses due to nuclear weapons material
  - k. Terrorism Exclusion Warranty
- vii. DymajeCare will facilitate the lodging of the claim and the reimbursement of the unauthorized charges on the Customer's lost / stolen SIM Card.

**B. Courtesy Handset**

- i. In the event that the Customer's Mobile Phone has been lost/stolen, the Customer must call DymajeCare to report the damage/theft, and the Customer may request DymajeCare to provide the Customer with an

alternate handsetforthe interim use to the Customer, based on availability. The alternate handset would be provided for a period of no more than five business days on which the Customer may restore his contacts and other data.

- ii. DymajeCare would check authenticity of the Customer's request and based on DymajeCare's findings,DymajeCare may or may not issue the courtesy handset to the Customer.
- iii. In the event that the Customer, for any reason whatsoever, fails to return the courtesy handset to an authorized DymajeCare personnel in the same city as in which the courtesy handset was provided by DymajeCare, then DymajeCare shall immediately without prior intimation to the Customer block the courtesy handset and will suspend the Customer's contract with DymajeCare.
- iv. Further, In the event that the Customer, for any reason whatsoever, fails to return the courtesy handset to an authorized DymajeCare personnel in the same city as in which the courtesy handset was provided by DymajeCare, then DymajeCare will charge the Customer a penalty of INR 10,000. The courtesy handset service shall be available only in the cities as set out on the DymajeCare website, which may be amended from time to time.

**C. File store**

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

ii. The Customer shall preserve and secure the password and other privacy settings of the fstore facility.

iii. Upon the subscription of the Customer being terminated, the Customer's data in the fstore would be purged after giving 30 days prior notice to the Customer to transfer or delete the data from the fstore. Once the subscription expires, the data in the f-store will be deleted.

iv. DymajeCare shall, to the best of its ability, ensure the confidentiality of the data stored by the Customer in the fstore and maintain reasonable security practices and procedures as required under applicable law.

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

vi. DymajeCare shall make reasonable efforts to ensure that fstore service is available for access at all times.

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

i. How to configure emails on your smartphone.

ii. How to manage performance settings on your smart phone.

iii. How to manage any settings related issue like display, language, fonts, ringtones, change volume etc.

iv. How to manage smartphone better in terms of usage.

#### **D. Insurance Cover:**

Type of Insurance cover will be basis the plan opted by the customer

Theft loss:

Theft, Burglary and Fire subject to terms, conditions, definitions and exclusions as mentioned below and as mentioned in the Master Policy. Such loss is covered up to the Sum Insured based on the Plan purchased by the Customer.

Theft loss / Accidental damage / Liquid damage:

Theft, Burglary, Fire, Accidental damage and Liquid Damage subject to terms, conditions, definitions and exclusions as mentioned below and as mentioned in the Master Policy.

Such loss is covered upto the Sum Insured based on the Plan purchased by the Customer.

#### **Coverage:**

In the event of partial loss, the device will be covered for the balance Sum Insured till the entire Sum Insured is exhausted. On utilization of the complete Sum Insured, the cover shall stop forthwith.

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. If the slab opted was higher and the complete Sum Insured is not exhausted then the insured's next device will be covered for the balance sum insured provided declaration is given and necessary endorsement is passed effecting inclusion of new / old handset subject to invoice being provided for the second device.

#### **Depreciation( As per the plan)**

Depreciation shall be applicable on invoice value as per following scale: Example for fair market value



Upto 6 months	: 20%
6 months to 1 year	: 30%
1 year to 2 year	: 40%
2 year to 3 year	: 60%

**Excess:**

Compulsory deductible is 5% of the claim value subject to minimum of Rs. 1000/- 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 Rs. 2000/- in case of each and every loss of such gadget. However, excess for Partial Loss shall be 5% of the claim amount or Rs. 1000/- whichever is less.

**Salvage:**

The Insurer shall, upon settling the claim of admission of liability for the claim, be entitled:

- a) 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
- b) Rs. 250 shall be deducted from the assessed claim amount.

**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 Subscriber.
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 customs 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, Subscriber'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 unlawful act or illegal activities including criminal acts, or acts of war or the handset is used with permission of the Bonafide Subscriber having knowledge of such acts.
10. Consequential loss of any kind or description.
11. Liability to any party of any nature including but not limited to liability of Authorised Service centre to other parties.
12. Loss or damage caused by incorrect storage, poor maintenance, wilful negligence, incorrect installation, incorrect set-up, unless the authorized Service Centre representative would confirm otherwise with due substantiation.
13. Loss or damage as a result of attack by unauthorized software/virus, software faults and manufacturing defect owing to which a gadget fails to operate.

- |  |  |
|--|--|
| <p>14. Loss or damage that is covered by a supplier, dealer or factory warranty.</p> <p>15. Any loss if the ownership of the gadget is transferred.</p> <p>16. Any consequence arising from War, War lime operations (whether War declared or not) , Act of Foreign Enemy, Hostilities, 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.</p> <p>17. 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 only combustion shall include any self-sustaining process of nuclear fission.</p> <p>18. 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.</p> <p>19. Any type of self-repair or attempted self-repair.</p> <p>20. Mechanical or Electrical Breakdown or electronic derangement or malfunction unless caused by an external accidental means or liquid.</p> <p>21. Penalties of delay or detention or in connection with guarantees of performance or efficiency.</p> <p>22. Intentional overloading of the instrument. Loss or damage due to any experiments or tests and/or alterations resulting into any abnormal conditions.</p> | <p>23. Cost of Replacement of Battery unless caused by an accidental or liquid damage to the Gadget.</p> <p>24. Any damage or loss occasioned from any water borne craft, unless such damage is caused by the accidental ingress of liquid/water, and if the Subscriber has taken reasonable care to protect the Gadget from damage.</p> <p>25. Any manufacturing defect which is covered under Manufacturer's warranty Product defects whether latent / inherent or not.</p> <p>26. Any loss of or damage to the SIM card / memory card unless caused by an insured peril.</p> <p>27. Loss or damage to accessories unless they are attached to the Gadget.</p> <p>28. Internal leakage of the battery, unless caused by an insured peril. Theft or Damage occurred while the Gadget is situated outside India providing the subscriber is a Non Resident Indian.</p> <p>29. Any instance where you are not a resident of India at the time that the Theft or Damage occurred.</p> <p>30. Any type of SIM / airtime misuse or consequential loss thereof.</p> <p>31. Any loss the named Subscribers may suffer or cost to the Subscriber for:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• Any Damage or Theft caused by any deliberate act or negligence by the Insured Member(s), their employees or any person using the gadget with</li> </ul> |
|--|--|

their permission;

- costs or charges when replacing car kits or car

Devices and other accessories which can no longer

be used with the gadget;

- costs involved in returning the gadget for repair, or
- collecting the gadget once it has been repaired;
- costs caused by the gadget being routinely

serviced, inspected, adjusted or cleaned;

32. Any loss related to indemnification for the Value added services

33. The Insurer shall not be liable for any loss or damage claim due to the inability of the Subscriber and insured to submit either of the claim processing and claim payment documents required by the Insurer for processing the Claim

34. The policy shall not be liable for any claim if information has intentionally been withheld or incorrect information or misrepresentations have been intentionally given that are of significance to the assessment of the claim

**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. Fraud or criminal activity on the part of the Insured and the Subscriber.
4. Claim on gadget during the hire or loan of the insured gadget to a third party.
5. Loss resulting from detention or confiscation by

customs or other Government or public authorities.

6. Any failure of the Gadget to operate as a result of problems with respect to the network infrastructure, Subscriber's network subscription or similar service issues.

7. 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.

8. Loss arising due to any unlawful act or illegal activities including criminal acts, or acts of war or the handset is used with permission of the Bonafide Subscriber having knowledge of such acts.

9. Consequential loss of any kind or description.

10. Liability to any party of any nature including but not limited to liability of Authorized Service center to other parties.

11. Loss or damage caused by incorrect storage, poor maintenance, wilful negligence, incorrect installation, incorrect set-up, unless the authorized Service Centre representative would confirm otherwise with due substantiation.

12. Loss or damage as a result of attack by unauthorized software/virus, software faults 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 consequence arising from War, War like operations (whether War declared or not) , Act of Foreign Enemy, Hostilities, 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 only 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 alterations 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 the accidental ingress of liquid/water, and if the Subscriber 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 insured 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 subscriber is a Non Resident Indian.
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 Subscribers may suffer or cost to the Subscriber for:
- 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;
  - any Damage or Theft caused by any deliberate act or negligence by the Insured Member(s), their employees or any person using the gadget with their permission;
  - costs or charges when replacing car kits or car Devices and other accessories which can no longer be used with the gadget;
  - costs involved in returning the gadget for repair, or collecting the gadget once it has been repaired;
  - costs caused by the gadget being routinely serviced, inspected, adjusted or cleaned;
31. Any loss related to 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 Subscriber and insured to submit either of the claim processing and claim 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 misrepresentations have been intentionally given that are of significance to the assessment of the claim

**Insurance Claims process:**

A. Theft loss: This refers to loss of customer's mobile handset due to theft / burglary

List of claim documents:

1. Claim form
2. Letter of subrogation
3. FIR / Police complaint
4. Invoice copy
5. Non Traceable certificate (on a case to case basis)

Process flow:

- a. In case of loss of handset due to theft / burglary, Customer is required to call DymajeCare call center on toll free no. 72900-31040 within 24 hours of discovering the theft
  - b. DymajeCare team registers the service request and sends copies of claim form and related documentation to the customer over email
  - c. Customer is required to submit the original documents (as listed above) to DymajeCare within 7 days of registering the claim
  - d. DymajeCare will co-ordinate with the 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 handset due to accidental / liquid damage

Scenario 1- Doorstep service:

Service Description: In this scenario, DymajeCare 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: Pune

Pre-requisite for claim processing:

1. Claim form
2. Images of damaged handset with clear image of IMEI no.
3. Discharge voucher
4. Payment for deductibles / excess
5. Payment of differential between estimate amount and claim approval amount

Process flow:

- a. In case of accidental and liquid damage to the handset, Customer is required to call DymajeCare call center on toll free no. 7290031040 within 24 hours of discovering the damage
- b. DymajeCare team registers the service request and sends copies of claim form and related documentation to the 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 24 hours of registering the claim
- d. DymajeCare will verify the documents 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, DymajeCare 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 DymajeCare. 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 repairs; 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 approval from the Insurance Company, DymajeCare will communicate the amount of approval to the customer:
- i. If the amount of approval is lower than the estimate amount, DymajeCare will take an approval from the customer on a recorded line. If the customer accepts to pay the differential amount (ie Estimate amount less Claim approval amount) then DymajeCare 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, DymajeCare 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 DymajeCare will hand over the handset to the customer without repairing the same.
- h. If the repair estimate is more than Rs. 10,000/-, then Insurance Company will arrange for a Survey or

Insurance visit/ video call. DymajeCare will co-ordinate with the Insurance Company and the Customer for such visit. Basis the Surveyor report, DymajeCare 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, DymajeCare will instruct its Service Partner to collect the same from the repair center and deliver it to the customer with an acknowledgement from the customer

Scenario 2 – Mail in Process:

Service Description: In this scenario, DymajeCare will arrange for courier pick up of the damaged handset from the customer premise, arrange for the repair and delivery of repaired handset back to the customer location.

Locations covered: Other than locations covered under Doorstep service

Pre-requisite for claim processing:

1. Claim form
2. Images of damaged handset with clear image of IME no.
3. Discharge voucher
4. Payment for deductibles / excess
5. Payment of differential between estimate amount and claim approval amount

Process flow:

- a. In case of accidental and liquid damage to the handset, Customer is required to call DymajeCare call center on toll free no. 72900-31040 within 24 hours of discovering the damage
- b. DymajeCare team registers the service request and sends copies of claim form and related documentation

- to the 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. DymajeCare will verify the documents received from the Customer and if the same are in order will trigger request to its Service Partner for arranging a pre-addressed and pre-paid pick-up box to be sent to the customer, otherwise, DymajeCare will intimate 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 delivering the pick-up box; customer will pack the damaged handset in the box and handover the box, the original claim documents including discharge voucher (refer list above) and the amount of deductible as applicable to the courier agency, within 48 hours of submitting scanned images to DymajeCare. 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 repairs; 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 approval from the Insurance Company, DymajeCare will communicate the amount of approval to the customer:
- i. If the amount of approval is lower than the estimate

- amount, DymajeCare will take an approval from the customer on a recorded line. If the customer accepts to pay the differential amount (ie Estimate amount less Claim approval amount) then DymajeCare 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, DymajeCare will instruct the repair centre to repair the damaged handset of the customer
- ii. If the customer does not agree to pay the differential amount, then DymajeCare will hand over the handset to the customer without repairing the same
- h. If the repair estimate is more than Rs. 10,000/-, then Insurance Company will arrange for a Surveyor visit. DymajeCare will co-ordinate with the Insurance Company and the Customer for such visit. Basis the Surveyor report, DymajeCare 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, DymajeCare will instruct its Service Partner to collect the same from the repair center and deliver it to the customer with an acknowledgement from the customer

**NOTICE OF CLAIM:**

The Customer must do the following:-

1. Inform DymajeCare within 24 hours of discovering the loss or damage
2. Beneficiary to submit all documents with 7 working days from date of notification of the incident to DymajeCare

3. DymajeCare 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. Retain the Gadget if BER (Beyond Economic Repairs) and surrender to the Insurer through DymajeCare
6. Cooperate with the investigator if appointed
7. 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
8. The Customer shall forward to the Insurer original receipts of purchase, if available, acknowledgement from the police or any other proof whether written or otherwise to support the Claim within thirty (30) days from the date of notification of a Claim as stated in above clause
9. In the case of a damaged mobile gadget, the customer is required to handover the damaged mobile / gadget to DymajeCare before any replacement can be made. Failure to furnish such proof within the time required shall not invalidate nor reduce any Claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the Date of incident

10. All documents, affidavit information and evidence must be provided at the named Customer expense in the form and nature required

In any action, suit or other proceeding where the Insurer 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 not be upon the Insured. The Insured/Customer shall however be required to provide reasonable proof to show that the loss of or damage to the insured item was caused by a peril insured against under this Policy.

**NOTICES:**

All notices required to be given by the Customer to DymajeCare must be in writing, addressed to DymajeCare and no alteration in the terms of the Policy or any endorsement thereon will be held valid unless the same is signed or initialled 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 times as if the Gadget was uninsured.

**DISPUTES & JURISDICTION:**

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

**ALL ABOUT SMART PHONE PROTECTION WHAT IS COVERED UNDER PHONE PROTECTION**

This Program is applicable only if the Covered Product -

- a) The Front Screen or the Front Touch Screen and/or Touch Pad suffer(s) breakage/damage or cracks.
- b) The Front Screen or the Front Touch Screen and/or Touch Pad fail(s) to work because of fluid or moisture.



DymajeCare will, at its discretion, repair or replace with a new or refurbished device or provide a gift card subject to paragraph "MAXIMUM LIABILITY" below if any of the events listed below occurs. The Covered Product will be repaired or replaced with a new or refurbished device at the discretion of DymajeCare.

We will assess your claim and determine whether You are entitled to a remedy under this DYMAJECARE PROTECTION PLAN within a reasonable time of receiving the details of your valid request documents. DymajeCare logistics partners will have the Covered Product shipped to an authorized service center and get it repaired using genuine spare parts. Once the Covered Product is repaired, our logistics partners will have the product shipped back to you. For areas, not covered by DymajeCare logistics partners, We may guide you to the nearest service centre for repairs.

The cost of 2 way shipping will be borne by Us except in cases where the DYMAJECARE PROTECTION PLAN is considered void by virtue of section "WHAT IS NOT COVERED" mentioned below. In such cases the cost of shipping will be borne by the Customer and if our logistics partners have incurred the cost of shipping wholly or in part – the Customer shall be liable to repay the amount to DymajeCare.

This DYMAJECARE PROTECTION PLAN effectively transfers the risk of physical damage and liquid damage from You onto Ourselves, while ensuring standardized repair service for your devices.

#### **TRANSFERS**

When you sell/gift your Covered Product, DymajeCare DYMAJECARE PROTECTION PLAN will NOT be transferred to the new owners. However, your spouse, children or parents can use the equipment without limiting this DYMAJECARE PROTECTION PLAN's applicability on the covered equipment.

#### **WHAT IS NOT COVERED**

This DYMAJECARE PROTECTION PLAN does not cover the following components or specific conditions -

- a) Loss or theft or burglary of the device arising out of any reason whatsoever.
- b) Loss arising after 12 months from date of purchase.
- c) Any physical or liquid damage that has occurred prior to the commencement of DYMAJECARE PROTECTION PLAN.
- e) Any physical or liquid damage on any part of the Covered Product other than the Front Screen or Front Touch Screen or Touch Pad.
- f) Any loss due to hire or loan of the covered product to a third party.
- g) Loss arising due to unlawful act including Terrorist Activity, War, Nuclear Explosion, Radioactive Contamination, Chemical, Biochemical, Biological, Electromagnetic, Cyber Attack etc.
- h) Consequential loss of any kind or wear & tear (including scratches), manufacturing defects etc.
- i) Retailer Invoice does not bear the IMEI/Serial Number of the Covered Product.
- j) Loss caused by incorrect storage, poor care and maintenance, careless use, gross negligence, incorrect installation and incorrect set-up.
- k) Loss covered by supplier, dealer or factory warranty.

l) Any loss of data or software installed in the product.

m) Any loss arising outside the territorial limits of India.

n) If the Covered Product is bought outside India or via a channel or retailer that is not an officially mandated or recognized by the Brand.

o) If the brand to which the Covered Product belongs does not have minimum 1 authorized Service Center anywhere in India at the time of filing a Service Request.

p) Covered Product does not have a minimum of manufacturer's warranty that is valid in India.

q) Any loss, which is cosmetic in nature and does not result in complete stoppage of/ or functioning of product.

r) Any loss due to SIM card and any ancillary product etc. even if the product results in complete stoppage of functioning.

s) 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.

#### **MAXIMUM LIABILITY**

The liability under DYMAJECARE PROTECTION PLAN shall not exceed in aggregate the Coverage Amount, which is defined as the cost of repairing or replacing the Front Screen, Touch Screen and/or Touch Pad.

a) Maximum of 2 service request shall be addressed during the Coverage Term.

b) Except as indicated above, in no event will DymajeCare be liable for

1) Indirect damage caused due to improper functioning of the product, including but not limited to lost profits or savings, business interruption, loss of data, lost revenue, loss of use, inconvenience, mental or physical stress or any other commercial or economic loss of any kind, or special, incidental, or consequential damages.

2) Incidental damages due to malfunction of the product such as loss of income or loss of profit etc.

3) Any request made by a third party or made by customer on behalf of a third party.

4) Any damage that occurs as a result of customer's failure to follow the directions in the user manual.

This limitation of liability applies in all circumstances i.e. when damages are sought, a claim made under this limited DYMAJECARE PROTECTION PLAN or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation of liability cannot be waived or modified by any person. This limitation of liability will be effective even if Customer has advised DymajeCare/their representatives of the possibility of any such damages or even if such possibility were reasonably foreseeable.