

INSURANCE TERMS & CONDITIONS

(FOR “QUICK HEAL FONETASTIC APP FOR ANDROID OPERATING SYSTEM”)

(Hereinafter referred to as the “Agreement”)

IMPORTANT– READ CAREFULLY: THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND QUICK HEAL.

These are the terms and conditions of your Android Phone Insurance available to you as a Qualifying Account holder. These terms of the Agreement and End User License Agreement for Quick Heal’s Fonetastic App for Android Phones/Device (“Software”) should be read as one document.

On Your purchase of the Software along with the purchase of new mobile handset/device/equipment from the Proposed Stores, You would be offered Insurance. The terms applicable for Insurance are mentioned in this Agreement.

SECTION 1 - DEFINITIONS

1. Proposed Stores – Quick Heal certified retailers or partners for the benefit of their end consumer, whereby customer purchase their app or product/services along with purchase of equipment, only through proposed stores.
2. Insurer: The New India Assurance Company Limited. Issuing Office: DO no - 111700, 3rd Floor, Asian Building, R. Kamani Road, Ballard Estate, Mumbai – 400001
3. Insured – Quick Heal for the benefit of the customer i.e purchaser of the insured equipment
4. Beneficiary/User: The purchaser, 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.
5. Medium: Proposer certified stores/partners or associate or online and app channel with in India.
6. Administrator/Facilitator/Coordinator/Broker: Universal Insurance Brokers Services Private Limited (UIB) & its ancillary partner’s if any, who will provide the services under this Agreement, and have arranged the Insurance Cover with the Insurer with leading insurance companies in India.
7. Cover Period: 12 month from date of purchase of insured equipment subject to app or product or services is successfully registered or activated within 15 days from the date of purchase of insured equipment.
8. Insured Equipment: Product as shown on Purchase Invoice such of Mobile.
9. Sum Insured: Equipment value as mentioned in the purchase invoice or declared value by insured, whichever is lower.

10. "Authorized Service Facility" means: The location or locations that serve as a repair facility for the program and supply and undertake repairs of Insured Equipment. Selection of the Authorized Service Facility will be at the sole discretion of us or our authorized representative.
11. "Covered Accessories" as used in the Agreement means: if part of the covered "Loss"; one standard battery, one standard charger, one SIM Card (if applicable) and may include one of the following at your option (if part of the covered loss): one carrying case, one automobile cigarette lighter adapter, or one standard wired ear bud (not wireless or other specialty earpieces such as Bluetooth). Covered Accessories do not include memory cards or any other accessories not specifically listed as covered.
12. "Covered Property" means:
 - a. one wireless telephone with android operating system owned by you and actively registered on the Service Provider's network and for which airtime has been logged after enrolment. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDiD) or other unique identification number of the wireless telephone associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which air time has been logged indicates the wireless telephone to be considered Covered Property unless you have logged airtime on a different wireless telephone immediately prior to the time of Loss, in which case the Covered Property is the wireless telephone
 - i. for which airtime usage has been logged by your Service Provider immediately prior to the time of Loss; or
 - ii. for which you have provided a Proof of Purchase; or
13. "Loss" and "Losses" means: Accidental loss, theft, or physical damage, including Mechanical or Electrical Failure occurring outside the term of the manufacturer's warranty.
14. "Mechanical or Electrical Failure" means: Failure of "Covered Property" to operate due to a faulty part or workmanship when operated according to the manufacturer's instructions.
15. "Non-Covered Accessories" means: All accessories not included in the definition of Covered Accessories.
16. "Pollutants" means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non- ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

SECTION 2 – THE SCOPE OF COVER

1. Provided beneficiary have purchased Covered Property from Proposer Medium, whereby Insured have advised to Insurer about the purchase & paid the appropriate premium and issued purchase invoice along with this handout to the purchaser, Insurer in the event of following occurrence to the Insured Equipment will approve for repair or replace equipment

with same or similar equipment or at their option, will arrange for payment if the equipment,

- a. Suffers accidental physical damage to the Insured Equipment and/or such damage cause's equipment to stop working.
- b. Fails to work because accidentally fluid has entered its internal circuitry, resulting into stoppage of the insured equipment.
- c. Burglary including Theft and Housebreaking
- d. Stolen from a locked building/room/vehicle.
- e. Fire, lightening and explosion.
- f. Act of god perils
- g. Damage or theft during riot, strike & malicious damage.

SECTION 3 – EXCLUSIONS

We will not pay for Loss caused directly or indirectly or resulting from events, conditions or cause of Loss identified in this Section. Such Losses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.

1. Indirect Loss, meaning: any delay; loss of market; loss of use or any other consequential loss; interruption of business, or inconvenience; an increase of Loss caused by or repair by strikers, other persons or any other cause of loss.
2. Loss, such as lost, forgotten/misplaced/left unattended, missing, fallen and any loss under mysterious circumstances.
3. 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.
4. Loss due to Intentional act or wilful neglect.
5. Loss arising after 12 month from date of purchase.
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 provider (only for mobiles).
9. Consequential loss of any kind or description including normal 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 caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for Loss by ensuing fire or explosion. Loss caused by or resulting from unauthorized repair or replacement.
12. Any Loss or damage caused by or through or in consequence, directly or indirectly, of Nuclear Hazard, meaning any weapon employing atomic fission or fusion; or nuclear reaction or radiation or radioactive contamination from any other cause; but we will pay for direct physical Loss caused by resulting fire, if the fire would be covered under the Agreement. Loss caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, usurped power of action taken by government authority in hindering or defending against any of these. Loss caused by or resulting from Governmental Action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and Government Department guidelines.
13. Any Loss or damage caused by or through or in consequence, directly or indirectly, of Computer Virus, whether intentional or unintentional, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to or aggravated by the covered causes of Loss insured against under the Agreement.
14. Loss covered by supplier, dealer or factory warranty.
15. Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants.
16. Loss or damage to or of batteries (unless otherwise covered as a Covered Accessory when part of a Loss to other Covered Property) is not covered. Loss or damage to or of personalized data, such as contact lists, photos, video, and music downloads is not covered. Loss or damage to or of customized software, such as personal information managers (PIM's), ring tones, games, or screen savers is not covered. Loss or damage to or of antennas, external housings, or casings that does not affect the mechanical or electrical function of the Covered Property is not covered.
17. Any loss of data or software installed in the equipment.
18. Any loss arising outside the territorial limits of India.
19. Loss caused by or resulting from use of the Covered Property in a manner for which it was not designed or intended by the manufacturer. Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.
20. Any loss which is cosmetic in nature and does not result in to complete stoppage of/or functioning of equipment.
21. Loss caused by or resulting from error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Property, or manufacturer's recall. Loss due to Mechanical and/or Electrical Failure occurring during the term of the manufacturer's warranty.

22. Loss caused by or resulting from change or enhancement in color, texture, or finish. Loss caused by or resulting from expansion, contraction, or any cosmetic damage of Covered Property, however caused. Such excluded causes of Loss include, but are not limited to, scratches, marring, and cracked displays that occur to Covered Property that do not affect the mechanical or electrical function of the Covered Property.
23. Loss due to obsolescence, including technological obsolescence, of the Covered Property.
24. Any loss effecting to SIM card and any ancillary product etc even if the equipment result into complete stoppage of working.
25. Loss due to the intentional parting of Covered Equipment by you or anyone entrusted with the property. Loss due to intentional, dishonest, fraudulent or criminal acts by you or your family members; any of your authorized representatives; anyone you entrust with the Covered Equipment; and any of their family members; or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
26. 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 – COMPENSATION

1. Total Loss:

Compensation for any total loss claims will be by way of NEFT or payment to the insured account by suitable mode. Maximum liability per Insured Equipment shall be Sum Insured, subject to excess and depreciation depending on age of insured equipment from date of purchase at the date & time of loss.

2. Partial Loss:

Compensation for any Partial Loss claims will be by repair to the Insured Equipment or NEFT/payment to the insured account by suitable mode. Maximum 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).

If the repair value is more than the compensation payable, beneficiary has to bear the difference between repair value and approved amount.

Excess is minimum value which shall be deducted in each and every claim. Excess is 5% of the claim value, or 300 rupees, whichever is higher.

The Sum Insured or maximum liability shall be calculated as follows by applying depreciation on the claim value only for total loss:

AGE	DEPRECIATION
Up to 90 days	10% of Sum Insured
91 to 180 days	25% of Sum Insured
more than 180 days	50% of Sum Insured

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

SECTION 5 – POLICY CONDITION

Insured or beneficiary shall at all times agree & declare that:

1. Take all reasonable steps to safeguard the insured equipment.
2. Insured equipment is purchased and insured product/services & registered/activated within 15 days from the date of purchase.
3. In the event of loss, declare/disclose all the material fact about the incidence or event and submit salvage.
4. In the event of a loss, all benefits shall be forfeited, where there are any misrepresentations, mis-description or non-disclosure of any material fact significant to admission of liability and assessment of loss.

SECTION 6 – CLAIM PROCEDURE

1. In the event of loss insured or beneficiary is required to do following steps:
 - a. An immediate intimation (not later than 48 hours from the date and time of loss) about loss should be given to insurer or Broker on 022 – 4910 7910.
 - b. All claim related documents or correspondence need to be submitted to Broker (UIB) and all such documents or correspondence should reach Broker not later than 15 calendar days from the date and time of the event of loss.
 - c. CONDITIONS IN THE EVENT OF LOSS
 - i. Subject to the terms and conditions set forth in the Agreement, the Insurer will make good any Loss covered.
 - ii. In the event of a covered Loss, Kindly, the repair, the Covered Property through the Authorized Service Facility.
 - iii. You will not be entitled to receive cash in lieu of actual repair of the Covered Property.
 - iv. Equipment failure evaluation performed by the Service Provider and/or our authorized representative and/or the manufacturer may be required prior to

approval of your request for repair of the Covered Property.

2. Theft Category:

- a. The event should be immediately (not later than 48 hours from the date and time of loss) reported to the nearest police authorities and police acknowledgment/receipt to be furnished.
- b. The event will have to be simultaneously notified to the cellular network service provider not later than 48 hours from the date and time of loss and a written acknowledgment on confirmation of barring of SIM Services from network service provider to be furnished.

3. Damage Category :

The event need to be notified to Broker with proximate cause or reason of loss, in turn Broker will guide to take the insured equipment, to nearest authorized service centre & obtain service estimate towards damage,

- a. Do not get the damaged insured equipment repaired unless intimated over helpline of Broker & further authorized by insurer.

SECTION 7 – CONTACT POINTS FOR CLAIMS

All claim related queries and submission of claim document/s or correspondence should be directed to administrator or facilitator i.e. Universal Insurance Brokers Services Private Limited by calling on 022 – 4910 7910 or by sending an SMS as “UIBSUPPORT (space) QUICKHEAL (space) <mobile number> (on which customer wish to get reply from UIB) on 56767 e.g. UIBSUPPORT QUICKHEAL 1234567890.

On the basis of call Broker will guide or recommend obtaining cashless or mailing in benefit or such suitable mode of service.

All claim related documents or correspondence need to be submitted to Broker 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 the Insurer at the time of claim and shall not be returned to the insured/claimant.

For claim guidance or assistance and claim related issues, beneficiary can contact either Insurer or UIB.

Insured/Beneficiary can inform about the claim i.e. claim intimation, know their claim status and also get all other relevant information by calling on 022-49107910 or writing an email at claim.gh@universalinsurance.co.in or by sending an SMS as “UIBSUPPORT (Space) QUICKHEAL (Space) ,mobile number. (on which customer wish to get reply from UIB) on 56767 e.g. UIBSUPPORT QUICKHEAL 1234567890

Please refer <http://quickheal.euniversal.co.in/> to view or download insurance related documents, obtain information regards to policy terms and conditions, claim process etc.

This scheme is available at select stores/outlets.

Insurance is subject matter of solicitation.

SECTION 8 – ADDITIONAL CONDITIONS

1. All claims for covered Loss under the Policy will be made good after presentation and acceptance of satisfactory proof of interest and Loss to our authorized representative and satisfaction by you of your Duties in the Event of a Loss.
2. If we and you disagree on the value of the Covered Property or the amount or satisfaction of Loss, either may elect arbitration pursuant to Section mentioned below.
3. Any recovery or salvage on a Loss will accrue entirely to our benefit until the expense incurred by us has been made up. Upon our request, you will return to us any damaged equipment. All Covered Property which we replace is the property of Quick Heal and may be disabled, destroyed or reused. We will not provide repair of equipment if you are in breach of the terms of Agreement due to: failure to return damaged Covered Property when requested in conjunction with a prior covered Loss; or, due to your failure to satisfy the non-returned equipment charge or deductible on a covered Loss.
4. No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.
5. If any Insured Subscriber to or for whom we honour a claim, has rights to recover damages from another, those rights are transferred to us. That Insured Subscriber must do everything necessary to secure our rights and must do nothing after a Loss to impair them; but you may waive your rights against another party in writing:
 - a. Prior to a covered Loss.
 - b. After a covered Loss, only if, at time of Loss, that party is one of the following:
 - i. someone covered under the Agreement;
 - ii. a business firm;
 - iii. Owned or controlled by the Insured Subscriber; or ii. that owns or controls the Insured Subscriber; or iii. the Insured Subscriber's tenant.
 - c. This will not restrict the Insured Subscriber's coverage.
6. Concealment, Misrepresentation or Fraud: This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:
 - a. This coverage;
 - b. The Covered Property;

- c. Your interest in the Covered Property; or
 - d. A claim under the Agreement.
7. Cover will not be provided for:
- Theft of the phone and accessories from an unattended motor vehicle, unless stored in the glove box or locked boot. The vehicle must be locked and all security devices activated. Damage must be caused by the thief and evidence provided with your claim. Cover will not be provided if the vehicle cannot be secured against unauthorized entry.
8. Theft of the phone and accessories where they have been left in an unattended building or premises, unless evidenced damage was caused in gaining entry to, or exit from, the premises.
9. Theft or loss of the phone and accessories where they have been left negligently or deliberately in a public place or a place to which other people have access.
10. Theft of, loss of, or damage to, the phone and accessories where they have been passed to someone else who you have not entrusted the phone to.
11. The cost of unauthorized calls whilst the phone was not in your custody, if the theft or loss of the phone has not been reported to the airtime-provider and the Police within 24 hours, and to us within 48 hours, of you discovering the incident.
12. The cost of unauthorized calls if the phone and SIM card have not been lost or stolen at the same time, and if an incident reference number has not been obtained from the Police.
13. Arbitration: The coverage provided to you s in connection with and related to services provided to you by your Services Provider. In order to facilitate prompt resolution of any disputes which may arise, any and all claims, disputes or controversies of any nature whatsoever, regardless of when the circumstances surrounding the dispute or controversy occurred, and regardless of whether in contract, tort, or otherwise (including statutory, common law, fraud, fraudulent inducement, other intentional tort, property and equitable claims) arising out of, relating to, or in connection or conjunction with: (1) the Agreement, or the policy under which it is issued; (2) any activities, transactions, services or interactions of any kind involving you and us, or between you and any of our employees, agents, representatives or associated businesses in any way involving any activities, transactions, services or interactions involving or related in any way to the Certificate; or (3) the validity, scope or enforceability of this arbitration provision or the Certificate (the "Claim") shall be resolved, on an individual basis, by final and binding arbitration. All arbitration shall be as per the provisions of Arbitration & Conciliation Act, 1996 and amendments thereto. The place of Arbitration shall be Pune & the language of Arbitration shall be English. If any portion of this arbitration provision is deemed invalid or enforceable, it shall not invalidate the remaining portions of the arbitration provision. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction over this matter. The law of India shall govern this Agreement and subject to Arbitration provision, court of Pune shall have the sole jurisdiction for this Agreement.

14. No one may bring legal action, including arbitration, against us unless:
 - a. there has been full compliance with all terms of this Agreement; and
 - b. the action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereto after you first have knowledge of the Loss or other events that are the basis of the action.
15. The coverage territory is India and the cost of repair will be valued in Indian currency at the time of repair.
16. You may not assign the Agreement without our written consent.
17. If you have a Loss to Covered Property that is part of a pair or set, we will only cover for a reasonable and fair proportion of the total value of the pair or set. We will not cover based on a Loss to the entire pair or set.
18. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: Property location or recovery services; data management or recovery services; equipment service and maintenance; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or other authorized service facilities.
19. We agree that any terms of this Agreement not in conformity with applicable law are conformed to comply with such law. If any portion of this Agreement is deemed invalid or unenforceable, it shall not invalidate the remaining portion of the Agreement.
20. The Agreement contains all the agreements between you and us concerning the insurance afforded. The Agreement can be amended or waived only by amendment in writing or endorsement issued by us and made a part of the Agreement.
21. We retain the right to revise the Agreement at any time and adjust the coverage terms including the premium and the deductible. In the event of any material change in the coverage terms premium or the deductible, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in premiums, coverage terms or the deductible, you will be bound by those changes.