

End-User License Agreement

Gadget Securance (Fonetastic) for Android (with Insurance)

Please read this Gadget Securance **G(Fonetastic) for Android (with Insurance)** End-User License Agreement (hereinafter referred to as the “**Agreement**”) carefully before using or trying to attempt to use this Gadget Securance (Fonetastic) for Android (with Insurance or insurance and extended warranty) (hereinafter referred to as the “**Software**”) along with the purchase of new mobile handset/device/equipment from certified stores, you would be offered with a value added feature that provides free insurance to the customer’s mobile device against theft, burglary, physical & fluid damage. The terms applicable for Insurance are mentioned in handouts below in Annexure A (*Handout for terms applicable for insurance*). All claims under the policy will be solely decided upon by “New India Assurance Co. Ltd” and its Administrator/ facilitator / coordinator “Aarvi Insurance Broker”.

Merely by using this Software or by clicking the "I agree" button or attempting to load the Software in any way, (such action will constitute a symbol of your signature), you acknowledge and admit that you have read, understood and agreed to all the terms and conditions of this agreement. this agreement once accepted by “You” As an individual (assuming you are above 18 years and/or having legal capacity to enter into an agreement), or the company or any legal entity that will be using the Software (hereinafter referred to as 'You' or 'Your' for the sake of brevity) shall be a legally enforceable agreement between you and Quick Heal Technologies Limited (formerly known as Quick Heal Technologies Private Limited), Pune, India (hereinafter referred to as “**Quick Heal**”) and you shall have the rights to use the Software subject to the terms and conditions mentioned in this agreement or as amended by Quick Heal from time to time. If you do not agree to all the terms and conditions below, please do not use this Software in any way and promptly return it /delete all the copies of this Software in your possession.

Quick Heal grants you, the licensee, a non-exclusive and non-transferable right to use the Software during the license period in order to assist in protecting your tablets and mobiles on which the software is installed and activated, from the threats described in the user manual, according to the technical requirements described in the user manual, which is subject to the terms and conditions of this Agreement.

Quick Heal reserves all rights not expressly granted, and retains the title and ownership of the software, including all subsequent copies in any media. This software and the accompanying written materials are the property of Quick Heal and are copyrighted. The Insurance cover is provided by New India Assurance Co and they shall solely own the responsibility of Insurance being the Insurer. Limited. Quick Heal is the Insured, and you are the beneficiary of this policy. Hence, Quick Heal does not provide any warranty /replacement / reimbursement / maintenance / repairing / servicing and do not make any representation about the insurance, the quality of claims processing and shall not be responsible for claims, recovery of claims, or for processing of or clearing of claims, in any manner whatsoever. Additionally, your claim, may be subject to exclusions mentioned in the ‘Policy’, Scope of cover’ and reasonable steps taken by the user/ beneficiary to safeguard the insured equipment.

Quick Heal shall not be responsible for and shall not entertain any claim related to insurance. For insurance related claims, please contact Aarvi Insurance Broker and follow the given claim procedure. The user is required to provide accurate information in the registration form. The information provided in the registration form at the time of installation of this software shall explicitly match with the information submitted in the insurance claim document. Any deviation/misrepresentation in the information provided could lead to a rejection of claim by the insurer, for which Quick Heal, directors, employees, consultants, agents, distributors, retailers etc. cannot be held liable in any manner whatsoever.

Insurance Claims email: <mailto:qhgs@aarviinsurance.co.in>

Insurance Claim Tel: **022 – 28717171**

Insurance Claim Website: <http://www.qhgs.aarviinsurance.co.in>

1. DEFINITIONS

- i. **Distributors** means the authorized distributors, agents, sub-distributors or other business partners of Quick Heal, selling Quick Heal range of products, including sales through Internet.
- ii. **License period** means the period as more particularly described in Clause 4 of this Agreement.
- iii. **Device** means the personal digital assistants, mobiles, smartphones, handheld devices, personal computers, laptops, tablets or other electronic computing devices for which the software is specifically designed (for such system requirements as particularly described in the User manual or www.quickheal.com) where the software will be installed and/or used.
- iv. **Normal working hours** shall mean 09:30 a.m. to 6:30 p.m. India Standard Time (IST) on working days and "Working Days" means Mondays to Fridays inclusive, but excluding bank and public holidays in India.
- v. **Open Source Software** means any software or software component or technology that is subject to an open source license. Open source licenses are generally licenses that make source code available for free modification and distribution, but can also apply to technology received and distributed solely in object code form. Examples of open source licenses include: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the OpenSSL License; (c) the Mozilla Public License; (d) the Berkeley Software Distribution (BSD) License; and (e) the Apache License.
- vi. **Support or Technical Support** means the technical assistance in order to use the software, provided by Quick Heal, which may or may not be chargeable to you. For more details, please refer to www.quickheal.com.
- vii. **Third Party Materials** means software, services, websites, offers and promotions or products provided by any third party and governed by Third Party Terms and Conditions.
- viii. **Third Party Terms and Conditions** means any license agreements, terms of use, terms of service, privacy policies and other conditions established by third parties governing access to or use of Third Party Materials.
- ix. **Updates** means collections of any or all among virus definition files including detections and solutions for new viruses along with the corrections, improvements or modifications to the software.

- x. **Upgrades** means any correction, improvement, modification or yearly enhancements in the form of the new version of the software.
- xi. **User Manual** means the user guide, help guide, and other documentation provided with the software, updated agreements provided on the website of Quick Heal (www.quickheal.com), explanatory or other materials as provided from time to time by Quick Heal.
- xii. **"You"** means the **"End-User"** which shall have the following meaning:
 - a. an individual (such an individual) installing/using/legally acquiring the software on his/her own behalf and every other person (whether authorized or not by such an individual) who uses/has the possession of the device on which the software is installed and activated; or
 - b. an organization (including but not limited to a partnership, joint venture, Limited Liability partnership, Limited Liability Company, Company of any nature, Trust, Governmental Authority, Unincorporated Organization, Association of Persons) or any person (such person) who have been authorized by such an Organization to install, download, use the software, accept the Agreement on behalf of the Organization and every other person (whether authorized or not by such person) who uses/has the possession of the Device on which the software is installed and activated.

2. DO's & DON'Ts

i. You can:

- a. make copy of the software for backup purpose or for the purpose of sharing through various means (and such backup copy must be destroyed when you lose the right to use the software or is terminated for any other reason according to the legislation in force in the country of your principal residence or in the country where You are using the software) and replace lost, destroyed, or becomes unusable.
- b. avail Software to manage your device.

ii. You cannot:

- a. emulate, or adapt any portion of the software.
- b. debug, decompile, disassemble, modify, translate, reverse engineer the software.
- c. try making an attempt to reveal/discover the source code of the software.
- d. create derivative works based on the software or any portion thereof with sole exception of a non-waivable right granted to You by any applicable legislation.
- e. publish, resell, distribute, broadcast, transmit, communicate, transfer, pledge, rent, share or sublicense this software.
- f. remove or alter any copyright notices or other proprietary notices on any copies of the software.
- g. test or benchmark, or disclose or publish testing or benchmark results, without earlier written consent of Quick Heal.
- h. install the Software on any operating system not supported by this software, as reflected in the Technical Specifications.
- i. reduce any part of the software to human readable form.
- j. use for unlicensed and illegal purpose.

- k. attempt to gain unauthorized access to Quick Heal networks.
- l. perform any act which is not specifically mention in section 2 (i) of this Agreement.

3. ACTIVATION

- i. Quick Heal warns you that in the process of installation of the software, the other security products/software installed on your device may be uninstalled or disabled if the same are not compatible with Quick Heal software. Quick Heal expressly disclaims any loss of data, loss of profits during such installation. If you modify your Device or make alterations/modifications to other vendors' software installed on it, you may be required to repeat/again sign up of the software or installation of license key file or in case contact Quick Heal support. Quick Heal reserves the right to verify the validity/legality of the license and software.
- ii. Quick Heal will verify the device submitted by the user at the time of registration, if there are problems in verification, product will not be activated. This is an essence term for activation of product.
- iii. If you have acquired the specific language localization of the software, you will not be able to activate the software by applying the activation code of other language localization.

4. LICENSE PERIOD

- i. At the end of any License period, your subscription may extend for successive terms in case if any scheme to that effect is applicable/available on purchase of product.
- ii. You understand, agree and accept that you are entitled for updates and technical support via the Internet and telephone. Any use of the software for any other purposes is strictly forbidden and prohibited and Quick Heal reserves the right to take suitable action against such unauthorized usage.
- iii. You agree, understand that any unauthorized usage of the software or breach of any/all terms and conditions stated herein the Agreement shall result in automatic and immediate termination of this Agreement and the License granted hereunder. This may result in criminal and/or civil action by Quick Heal and/ or its agents against you including but not limited to right to block the key file/license key/product key and without any refund to You and without any prior intimation/notice to you in this regard.
- iv. Quick Heal does not guarantee the protection from the threats more particularly described in the user manual after the License to use the software is terminated for any reason.

5. FEATURES OF SOFTWARE

- i. During the license period of the software, you have the right to use features of software.
- ii. During the license period of the software, you have the right to receive free updates of the software through Internet, as and when Quick Heal publishes the updated virus database along with free version upgrade or when Quick Heal releases new version. You agree, understand and accept that You will be required to regularly download updates published by Quick Heal. Any and all updates/upgrades you receive from Quick Heal shall be governed by this Agreement, or as amended from time to time by Quick Heal. Certain

functions of our device may not be available/ perform during updates. Your consent, may be required for the update, only after the receipt of your consent the software shall be updated. In case, you do not provide your consent for the update, the software shall not be updated to the upgraded version.

- iii. You agree, accept and acknowledge:
 - a. that you are solely responsible for the configuration of the software settings and the results, actions, inactions initiated due to the same. Quick Heal shall not hold any liability/responsibility in any such case and clause 10 (Indemnification) of this Agreement shall be applicable;
 - b. that Quick Heal holds no liability/responsibility for any data deletion, including but not limited to any deletion/loss of personal, and/or confidential data; and/or uninstallation of third-party apps; and/or change in settings; and / or change in contacts and/or deletion/loss of contacts, and/or SMS logs and call logs; specifically authorized by you or occurs due to the actions, inactions (whether intentional or not) by you or any third party whom you have authorized to use, handle your Device due to features of software;
 - c. that to avail/use certain features of the software, you may be required to incur some additional cost and Quick Heal shall not entertain and expressly disclaims, any claim for reimbursement of any expenses including but not limited to any direct or incidental expenses arising out of Your usage of such features of the software.
 - d. that Quick Heal may take backup of your device on its server;
 - e. that you shall be solely responsible and shall comply with all the applicable laws of India and or the territory in which the software is being used or has been activated, included but not limited to the privacy, obscenity, confidentiality, copyright laws for using any report, data, information derived as a result of using the software;
 - f. that while using the software, Quick Heal may suggest some actions to be initiated by you for your sole benefit (*For example: "Quick Heal software may suggest You to uninstall infected applications"*), however such actions are suggestive in nature and Quick Heal takes no responsibility/liability of the results, if you accept such suggestions.

6. OPEN SOURCE SOFTWARE

- i. You hereby acknowledge that the Software may contain Open Source Software (as defined above). The Open Source Software, if any, contained in the Software, shall be governed by the terms and conditions as is mentioned in detail in the Open Source Software license of the specific open source. Nothing in this Agreement limits your rights under, or grants you rights that supersede, any Open Source Software license. You acknowledge that the Open Source Software license is solely between You and the respective licensor of the Open Source Software.
- ii. All the terms of the Open Source Software licenses, if any, shall be binding on You and shall be complied by you. License, copyright and trade mark information for the Open Source Software are disclosed in the links given herein below. Quick Heal is not obligated to provide any maintenance or support for the Open Source Software or any Product Software that has been modified by You pursuant to an Open Source Software license.

7. SUPPORT

Quick Heal may offer support features during the usage of this software i.e. Live Chat with

technical support team and/ or the technical support team which may, at your discretion, take remote access. The availing of this support will be solely at your discretion and you are solely responsible to take back up of the existing data/software/programs in your device before availing such a support. Quick Heal will not be held responsible for any loss of data, any kind of direct/ indirect/ consequential loss or damage to data/ property arising during this entire process. If at any point of time the technical support team is of the opinion that it is beyond their scope, it will be the sole discretion of Quick Heal to suspend, cease, terminate or refuse such support as Quick Heal does not claim any warranty and/or guarantee of any kind in providing the support feature.

8. EMAIL/ELECTRONIC COMMUNICATION

Once you activate the software, Quick Heal may communicate with you on the contact information submitted during the registration process through email or any other electronic communication device. The communication can be for the purpose of product verification, for your convenience.

9. QUICK HEAL STATUS UPDATE

Upon every update of licensed copy, Quick Heal update module will send current product status information to Quick Heal Internet Centre. The information that will be sent to the Internet Centre includes the Quick Heal protection health status like, which monitoring service is in what state in the system. The information will be used to provide quick and better technical support for legitimate customers.

All the registered users/subscribers will get the updates free of cost from the date of license activation till the expiry date of the License Period.

10. COLLECTION OF INFORMATION

Quick Heal software may collect the following information which may / may not contain any personally identifiable information either with or without your discretion/permission for statistical purpose or enhancing and evaluating the ability, effectiveness and performance of Quick Heal's product in identifying and/or detecting the malicious behavioural pattern, inherently fraudulent websites and other Internet security threats/ risks. Password entered (during signing with Quick Heal portal) by the end users is stored in encrypted format at Quick Heal server and it will be used only for authentication purpose. This information will not be correlated with any personally identifiable information except as herein stated and shall include, but not limited to:

- i. Any type of Executable files which the software may identify having a potentially malware behavioural pattern.
- ii. Any type of information relating to the status of the software that whether there occurred any error while installing the software or the installation was successful.
- iii. Any type of URLs of websites visited that the software deems inherently and potentially fraudulent.
- iv. Any type of information that software deems potentially fraudulent, posing security risks/ threats.
- v. Any type of information for identifying the Media Access Control (MAC) address of the Device, Global Positioning System (GPS), International Mobile Equipment Identity (IMEI), Subscriber Identity Module Number (SIM) on which the software has been installed.

- vi. Any type of information for identifying the Internet Protocol (IP) Address and information required for effective license administration and enhancing product functionality and usability.
- vii. You admit that the information/data as collected above can be used for analyzing, preventing and detecting the potential internet security risks, publishing any type of data/ reports/ presentations on the trends collected, sharing the data to create awareness with any organizations, vendors.

11. INDEMNIFICATION

- i. You expressly understand, admit and warrant that in no event shall Quick Heal and/or any of its directors, employees, agents, partners, distributors, sub-distributors or other business partners be liable from any and against all claims, expenses, suits, costs, demands, judgments whatsoever made by you and/ or any third party for any direct, indirect, incidental, special, punitive, consequential and/or exemplary damages including, but not limited to damages for loss of business/profits, damages for loss of confidential/other information, failure to meet any statutory duty/duty of reasonable care/duty in good faith, economic/notional loss, loss for business interruption, goodwill, damage and loss of data or programs, or other intangible losses (even if Quick Heal has been advised of the possibility of such damages), to the fullest extent permissible by law:
 - a. arising due to your usage of software;
 - b. your negligence or inability of using the software;
 - c. any dispute between you and third party with respect to availing the software;
 - d. your violation of any rights of any other individual and/or entity;
 - e. your breach of the Agreement;
 - f. your violation of any provisions under any acts in India or abroad;
 - g. the failure of Quick Heal to provide Support Service or any other service/information.
- ii. This limitation will apply to all cause of action whether arise in equity or tort, including but not limited to breach of contract, breach of warranty, negligence, strict liability, misrepresentations and hereby release Quick Heal and/or its directors, employees, agents, distributors from any and all obligations, liabilities in excess of the limitation stated herein.
- iii. In the event, Quick Heal and/or its directors, agents, employees, distributors are found liable, you understand and accept that there is no liability of Quick Heal and/or its directors, agents, employees, distributors. This Clause shall survive the termination of this Agreement.

12. DISCLAIMERS

- i. The software provided by Quick Heal is “AS IS” and “AS AVAILABLE” without warranty of any kind, expressed or implied, including but not limited to the implied warranties of merchantability, fitness, usage, performance, satisfactory quality, integration, applicability for a particular use and any other warranties are disclaimed to the fullest extent permissible pursuant to the applicable law.
- ii. Quick Heal does not warrant, make any representations that the software will work uninterrupted, timely, secure or error-free or shall meet any or all your requirements whether disclosed to Quick Heal or any of its directors, agents, distributors sub-distributors, other business partners and employees. The entire risks, faults as to performance of the software, the responsibility for selecting the software to achieve your intended results, the results obtained from the software shall be assumed by You.
- iii. You understand and accept that the software will substantially perform according to the specifications, descriptions stated in the User Manual, as updated from time to time, subject to the following and Quick Heal expressly disclaims any and all liabilities arising from the following circumstances:
 - a. incompatibility caused by any software and/or hardware components installed on your Device;
 - b. any actions initiated by You or by third parties which were beyond the reasonable control of Quick Heal;
 - c. any failures, malfunctions, defects resulting from abuse, improper installation, theft, misuse, accident, operation or maintenance, acts of God, alteration, power failures, casualty, repairs made by any other party than Quick Heal, alterations, neglect, non-permitted modifications, acts of terrorism, vandalism;
 - d. the deficiencies, defects in Your Device and related infringements;
 - e. any attack in form of ransomware;
 - f. your violations of the terms and conditions described in the User manual or in this Agreement.
- iv. Third-Party Website Links

This Software may include links to the third-party websites; you may redirect to such third-party websites as the user of this software. The third-party sites are not under the control of Quick Heal and Quick Heal is not responsible for the content of any third-party websites and/or any links contained in the third-party websites. Quick Heal is providing these links to the third-party websites to you only for your convenience and Quick Heal is not responsible for any kind of loss/ damage arising out of it and the access to or any other act on such third party links shall be entirely at your risk.

13. INTELLECTUAL PROPERTY

- i. The software, source code, activation code, license keys, documentation, systems, ideas, information, content, design and other matters related to the software, trademarks are the sole proprietary and Intellectual Property rights of Quick Heal protected under the Intellectual Property Laws and belongs to Quick Heal. Nothing contained in this

Agreement grant to you any rights, title, interest to intellectual property, including without limitation any error corrections, enhancements, updates or modifications to the software whether made by Quick Heal or any third party. You understand and acknowledge that you are provided with a License to use the software subject to the terms and conditions of this Agreement.

- ii. This Software may include certain third party components which are governed by the license agreements executed between Quick Heal and the respective third party owners. [The third party components licensed under terms of the certain agreement requires Quick Heal to disclose that Intellectual Property rights and ownership rights shall remain with Quick Heal and/or its technology licensing partners respectively. Even if such third party components are governed by respective agreements/contracts, the disclaimers and the limitations shall apply as mentioned in this End User License Agreement.]
- iii. All the title, ownership and all rights including Intellectual Property rights of the Third Party shall rest with the concerned Third Party only and the User shall also be liable to comply with their License Terms. Where applicable, such third party will be beneficiary of this End User License Agreement.

14. GENERAL

- i. **Force Majeure.** Quick Heal will not be liable for any delay in performing or failure to perform its obligations hereunder that results from an act of God, war, civil disturbance, government policies, or other cause/s beyond its control. Provided that Quick Heal shall endeavour to complete the task within a reasonable period after happening of any event as covered under such force majeure.
- ii. **Legal Jurisdiction.** This agreement and any matter relating thereto shall be subject only to jurisdiction of Courts at Pune, India and shall be interpreted as per the terms of the law/s for the time being in force in India. Any dispute which may arise out of this Agreement, breach of terms and conditions under this Agreement, shall be settled by direct negotiations between you and Quick Heal. In the case of failure to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to the arbitrators appointed by Quick Heal. The venue of arbitration shall be Pune. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, as amended time to time and Indian Laws and shall be conducted in the English language. The arbitrators shall also decide on the costs of the arbitration proceedings. To the extent possible, after the commencement of any arbitral proceedings the Parties shall continue to perform their respective obligations under this Agreement. The provisions of this Clause shall survive termination of this Agreement. Subject to the provisions of this Clause, the Courts in Pune, India shall have exclusive jurisdiction and the parties may pursue any remedy available to them at law or equity.
- iii. **Complete Agreement.** This Agreement comprises the entire agreement between the parties regarding the subject matter, and supersedes any proposals, communications or advertising, oral or written, with respect to the software or subject matter of this Agreement. You shall be bound by any and all clauses of the Agreement updated and displayed on the website of Quick Heal www.quickheal.com from time to time and the Agreement displayed on the website (from time to time) will be the finally concluded and binding Agreement between You and Quick Heal for all legal purposes. In case of any

dispute/queries arising out of any translated versions of this Agreement, Quick Heal hereby expressly specifies and confirms that the English version as displayed on the website will be final for interpretation and the terms used, meaning conveyed in the English version will be authoritative and binding. Any waiver by either party of any violation of any provision of this agreement by the other party will not be deemed to waive any other violation of the same or any other provision.

- iv. Severability. If any of the provisions contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent.
- v. Survival. The Clauses in this Agreement including not limited to rights to “Indemnification”, “Limited Warranties and Disclaimers” and “Intellectual Property” shall survive expiration or termination of this Agreement.
- vi. Internet connection. Certain Solutions may require an active and stable connection to the Internet in order to function. It is therefore your responsibility to ensure that you have at all times an active and stable Internet connection.
- vii. Restriction on transfer of rights and duties -You cannot assign your rights or delegate duties or obligations under this Agreement. The failure to exercise or delay in exercising a right or remedy by Quick Heal under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any prior, concurrent or subsequent right or remedy.
- viii. The Section numbers and headings are included merely for the convenience of the parties and are not to be construed in interpreting this Agreement.
- ix. Quick Heal reserves right to amend this End User License Agreement from time to time and will keep updated on its website www.quickheal.com and it would be binding on end user. This is an essence of use of software.
- x. Quick Heal reserves the right to co-operate with any legal process and may provide documents, information related to your usage of the software and your general usage of the Device.

15. OSS LICENSES

i. OSS Licenses

This software may also include some software programs, codes, and content that are licensed or sublicensed to the user under the open source software (OSS) licenses.

The software programs, code and content that Quick Heal may use in its software may fall in any of the following OSS licenses. Quick Heal may update this list from time to time.

- a. Apache License
<http://www.apache.org/licenses/>
- b. GNU General Public License (GNU GPL or GPL)
<http://www.gnu.org/copyleft/gpl.html>
<http://www.gnu.org/licenses/lgpl-2.1.txt>

- c. Common Development and Distribution License (CDDL)

https://glassfish.java.net/public/CDDL+GPL_1_1.html

<https://glassfish.java.net/public/CDDLv1.0.html>

- d. MIT License

<https://opensource.org/licenses/MIT>

Annexure – A



THE NEW INDIA ASSURANCE CO. LTD.

Wholly owned by Government of India

Section 1 - Definitions

This document gives information about Insurer, Insured, and Beneficiary/User and Insured Equipment etc & other terms & conditions

Proposer: Quick Heal Technologies Limited 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.

Insurer: The New India Assurance Company Limited.

Issuing Office: DO 110800, Jain Tower, 10th & 11th Floor, 17 Mathew Road, Opera House, Mumbai-400004.

Insured: Quick Heal Technologies Limited for the benefit of their customer i.e purchaser of the insured equipment

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 authorized to use the Equipment.

Insured Equipment: Product as shown on purchase Invoice such as Mobile Handset, Tablets or Phablets & Laptops

Medium: Proposer certified stores/partners or associate or online and app channel with in India

Administrator/Facilitator/Coordinator: Aarvi Insurance Brokers Private Limited & its ancillary partner's if any

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 for insured equipment.

Sum Insured: Equipment value as mentioned in the purchase invoice or declared value by insured, whichever is lower.

Section 2 – The scope of cover

Provided insured/beneficiary/user has purchased Insured Equipment along with proposer product or services within cover period and insured/proposer have declared Insured Equipment to insurer and paid appropriate premium. Insurer in the following event to Insured Equipment will accept liability towards repair or replacement with same or similar equipment or at their option will arrange for payment as per policy terms and condition, if the equipment,

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

Section 3 – Exclusions

This Insurance policy does not cover:

1. Loss, such as lost, forgotten/misplaced/left unattended, missing, fallen 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 arising after 12 month from date of purchase.
5. Any loss due to loan or usage of the insured equipment to a third party or if ownership is transferred
6. Loss arising due to unlawful act including Terrorist activity, War, Nuclear Explosion, Radioactive Contamination, Chemical, Biochemical, Biological, Electromagnetic, Cyber Attack etc.
7. Any loss if the insured equipment is not connected to any cellular network of service provider (only for mobiles).
8. Consequential loss of any kind or description including wear & tear, moisture ingress, manufacturing defects etc.
9. Loss caused by incorrect storage, poor care and maintenance, careless use, gross negligence, incorrect installation and incorrect set-up.
10. Loss covered by supplier, dealer or factory warranty.
11. Any loss of data or software/App installed in the equipment.
12. Any loss arising outside the territorial limits of India.
13. Any loss which is cosmetic in nature and does not result in to complete stoppage of/or functioning of equipment.

14. Any loss effecting to SIM card and any ancillary product etc even if the equipment result into complete stoppage of working.
15. 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.
16. Any loss of the insured equipment's Serial Number/Model number of the set has been tampered with or removed.

Section 4 – Compensation

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).

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.

Excess is minimum value which shall be deducted in each and every claim. Excess is 5% of the claim value or INR 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 Purchase Price |
| 91 to 180days | 25% of Purchase Price |
| 180 days & Above | 50% of Purchase Price |

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.

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

Section 5 – Policy Condition

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

- Take all reasonable steps to safeguard the insured equipment.
- Insured equipment is purchased along insured product/services & registered at the time of purchase.
- In the event of loss, declare/disclose all the material fact about the incidence or event and submit salvage.

In the event of a loss, all benefits shall be forfeited, where there are any misrepresentations, misdescription or non-disclosure of any material fact significant to admission of liability and assessment of loss

Section 6 – Claim Procedure

In the event of loss insured or beneficiary is required to do following steps:-

- An immediate intimation (not later than 48 hours from the date and time of loss) about loss should be given to insurer or administrator on 022 – 2 8717171.
- All claim related documents or correspondence need to be submitted to administrator and all such documents or correspondence should reach administrator not later than 15 calendar days from the date and time of the event of loss.

Theft Category:

- 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.
- 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.

Damage Category:

- The event need to be notified to administrator with proximate cause or reason of loss, & obtain service estimate towards damage from nearest authorized service centre.
- Do not get the damaged insured equipment repaired unless intimated over helpline of administrator & 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 by calling on 022 – 28717171 or by sending SMS as “QHGS (space) <mobile number> (on which customer wish to get reply) on 52040 e.g. QHGS 1234567890.

On the basis of your call administrator will guide you further course of action.

All claim related documents or correspondence need to be submitted to administrator i.e. Original claim document/s with one additional photo copy of all original claim document/s.

Note: All original documents shall be retained by insurer and shall not be returned to the insured/claimant.

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

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 – 28717171** or writing an email at qhgs@aarviinsurance.co.in or by sending an SMS as “QHGS (space) <mobile number> (on which customer wish to get reply) on 52040 e.g. **QHGS 1234567890.**

Please refer **www.qhgs.aarviinsurance.co.in** to view or download insurance related documents, obtain information regards to policy terms & condition, claim process etc.

This scheme is available at select stores/outlets.

Insurance is subject matter of solicitation.