

Acko Total Damage Protection Plan Terms and Conditions

1. Plan Eligibility

Acko Total Damage Protection Plan (Plan) is offered by Acko Technology & Services Pvt. Ltd. (Acko). It is available on purchase of select Mobiles on amazon.in **between 24th October and 28th October 2018** (Offer Period) only and is auto-activated after the delivery of the Mobile phone. This Plan is not valid for refurbished devices or second-hand devices or any device purchased anywhere other than on Amazon.

This Plan is offered at a special price only during the Offer Period mentioned above for the select Mobile phones. Any phone purchased anywhere other than on Amazon.in is not covered under the Plan. Any Plan purchased separately from the new mobile purchased on Amazon shall be cancelled and won't be eligible for benefits under this Plan.

2. Plan Benefits

2.1. Repair of mobile when damaged due to

- Accidental external physical damage that impacts the functionality of the phone
- Accidental Liquid Damage that impacts the functionality of the Mobile
- Accidental physical damage to the front glass or display screen of the Mobile

2.2. Free pick-up & drop: We will arrange a free pick-up and drop facility for all claims and repairs including repairs covered under manufacturer's warranty.

2.3. Guaranteed TAT: We complete the process of repairing your device within a stipulated period. The stipulated period may vary by geography or city or by mobile phone make and model

2.4. Online Process: If your device needs repair, simply raise an online request on acko.com and we will get it repaired within the Guaranteed TAT.

Acko may also offer alternate modes of repair settlement at its discretion including but not limited to reimbursement of repair cost directly to customer. The benefits under the plan is in addition to the coverage provided under the manufacturer's warranty.

3. Special Condition

The above Plan benefits are in combination with the One-Time Free Screen Replacement Plan offered on Amazon on select mobiles. The Plan benefits are not available if the new mobile for which the Plan is being purchased is not covered under the One-Time Free Screen Replacement Plan offered on Amazon

4. Repair Raise Process

You have to raise a repair request on Acko General Insurance Limited (“AGIL”) (www.acko.com), the insurer covering this service contract. After you answer a few questions on the website, you need to enter the address from where the damaged mobile needs to be picked up for repair. In case Acko or its representatives including but not limited to any third-party contractors or agents or vendors are not able to pick up the Mobile from the address provided by you due to your unavailability or any reason beyond the control of Acko or its representatives including but not limited to any third-party contractors or agents or vendors, within seven (7) days of the scheduled date of pick-up, the request for repair would be deemed cancelled.

5. Plan Term

The Plan term is for one year from the date of delivery of the mobile or until a repair request has been raised within the Plan term. Only one repair request is allowed during the term of the Plan.

6. Number of Repairs Allowed During Plan Term

Only One (1) Repair or Accidental Physical or Liquid Damage, or Accidental Liquid Damage under the Plan would be allowed during the Plan term

7. Calculation of Depreciation

7.1. Depreciation is the reduction in the market value of a mobile device due to usage. The standard depreciation matrix applicable for Acko Total Damage Protection Plan is as below:

Days Since Purchase of Mobile	Depreciated Value
0-90 Days	15% of Invoice Value
91-180 Days	30% of Invoice Value
181-270 Days	40% of Invoice Value
271-365 Days	50% of Invoice Value

7.2. The above depreciation is applicable in case of Total Loss or Beyond Economic Repair (BER) as defined under Clause 11.6. For Total Loss or Beyond Economic Repair (BER) cases, the depreciated value as per Clause 7.1 above would be payable in the form of Gift Vouchers or in any other form as deemed fit by Acko. Acko may also offer a like for like replacement model to customer in case of BER or Total Loss cases. Such Replacement Model may be of similar configuration and age as the covered Mobile but may not match the exact color, brand, condition and other specifications of the original covered Mobile. The replacement model may also be of retail value than the original covered Mobile.

8. Guaranteed Turnaround Time (TAT)

Under the Plan, the service TAT is guaranteed for repair. The TAT calculation would begin one day after the date when the mobile is handed over by the user to Acko or any of its

representatives or partners. The TAT would vary depending upon the city where the customer is located as indicated below.

CITIES	TAT
Tier A Cities (Mumbai, Thane, Delhi NCR, Gurgaon, Bangalore, Chennai, Hyderabad)	7 Days
Tier B Cities (Ahmedabad, Pune, Kolkata, Jaipur)	10 Days
Rest of the cities	15 Days

9. Guaranteed TAT Conditions

9.1. The Guaranteed TAT for repair for a city or make and model of a Mobile may change from time to time.

9.2. The TAT guaranteed to the user at the time of raising a repair request on www.acko.com would be the Guaranteed TAT for the service request raised by the user. Acko shall update the TAT for a particular city at the time of the user raising the repair request.

9.3. Acko may, at its discretion, also send a replacement mobile or pay the fair market value of the Mobile instead of repairing the mobile. The fair market value of the Mobile determined by Acko would be at the sole discretion of Acko

9.4. The TAT would be calculated basis the first attempt date of delivery of the repaired/ replaced mobile. In case the customer is not available at the address (provided at the time of raising the repair request), then the Guaranteed TAT condition would not apply

10. Exclusions

10.1. Theft/Loss/Disappearance of Mobile Equipment

10.2. Any unauthorized repair of the Mobile Equipment

10.3. Damage due to wilful or gross negligence

10.4. Damage to accessories including SIM card, memory card, charging appliances, or consumables, which are not part of the original mobile are not covered

10.5. Any cosmetic damage like scratches or dents, normal wear and tear, data loss or software issues

10.6. Any manufacturer recall or loss to the extent covered by any other plan or service contract or warranty or insurance

10.7. Any damage due to the use of phone in a manner not prescribed by the Manufacturer of the Phone

10.8. Any damages reported within 10 days from the delivery of the mobile for which the Plan has been purchased

10.9. Any damages reported after 7 days from the date of damage

10.10. Plan purchased without purchase of Mobile device on Amazon or Plan purchased for any phone purchased anywhere other than on Amazon

10.11. This offer is not available to those customers who purchase the product using the Prime Now App

11. Limitation of Liability

Acko shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the services, even if Acko has been

advised of the possibility of such damages. Acko shall not be liable for any damages, liability or losses arising out of:

- 11.1. Your use of or reliance on the services or your inability to access or use the services; or
- 11.2. Any transaction or relationship between you and any third-party provider, even if Acko has been advised of the possibility of such damages.
- 11.3. Acko shall not be liable for delay or failure in performance resulting from causes beyond Acko's reasonable control. You acknowledge that independent third-party providers providing sales or purchase or repair or logistics services may offer services without brand authorization and may not be professionally licensed or permitted.
- 11.4. In no event shall Acko's total liability to you in connection with the services for all damages, losses and causes of action exceed the depreciated value of the Mobile as mentioned under Clause 7.
- 11.5. The limitations and disclaimer in this section 11 do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

12. Cancellation

- 12.1. Cancellation & Refund is allowed as per Amazon terms and conditions for refunds/cancellations.
- 12.2. The user has to contact Amazon Customer Support to raise a return request.
- 12.3. Currently, cancellation of Acko Total Damage Protection Plan is allowed within the period defined under Amazon Return policy. Thereafter, no cancellation is allowed.
- 12.4. If the user has lodged a claim or availed of any benefit under any of the Plan benefits, any time during the term of the Plan, no refund will be available even during the free return period.
- 12.5. There is no refund under the Plan after the expiry of the return period.
- 12.6. Refund shall be processed by Amazon directly in case of cancellation and within the cancellation policy defined by Amazon

13. General Conditions

- 13.1. Only one claim under the Plan will be allowed per Mobile, irrespective of the decision (approved or repudiated) on the claim.
- 13.2. As per discretion, Acko may provide either Replacement or cashless repair/reimbursement.
- 13.3. For Total loss or BER cases (where the Mobile Equipment repair cost is more than the depreciated value of the Mobile Equipment), the Market value will be reimbursed or replaced in a manner decided solely by Acko and as mentioned under Clause 7.
- 13.4. Acko's liability is only up to the depreciated value of the Mobile as mentioned under Clause 7
- 13.5. The Mobile Equipment will be considered covered only when the confirmation communication with IMEI number is shared with customer either through email or SMS for the respective Mobile Equipment.
- 13.6. Acko Total Damage Protection Plan can be availed only through Amazon (www.amazon.in) or Amazon App for select Mobiles equipment
- 13.7. The Plan is not valid for refurbished devices or second-hand devices or any purchase on Amazon without the purchase of the Mobile equipment.
- 13.8. The repair request should be raised only on www.acko.com

14. Additional Information

- 14.1. In case the purchased mobile is replaced by Amazon, the customer shall share the new IMEI with Acko. After confirmation, we will transfer the Plan benefits to the new device.
- 14.2. Accidental and Liquid Damage Protection benefits provided under the Plan are in addition to the coverage provided under the manufacturer's warranty.
- 14.3. Acko Total Damage Protection Plan is a charged-one-time product and the customer does not have to pay any additional charges if they raise a repair request on Acko.com
- 14.4. If Acko Total Damage Protection Plan is purchased for someone else (family, friend, etc.), simply update the IMEI of the Mobile on Acko.com and the benefits shall be available for the Mobile for which the Plan has been purchased
- 14.5. All refunds in case of return of plan are processed by Amazon as per Amazon's Return/Refund policy.

15. Definitions

- 15.1. Mobile or Phone or Equipment is the portable equipment with specific IMEI Number or Serial Number purchased on Amazon.in and recorded with Acko
- 15.2. Date of delivery is the date on which Mobile Equipment was delivered as per Amazon records or 7 days from the date of purchase, otherwise.
- 15.3. Physical damage is any externally visible destruction or deterioration of the Mobile Equipment impacting the functionality of the Mobile Equipment.
- 15.4. Liquid damage is the entry of any fluid or moisture into the Mobile Equipment, which has the effect of impeding its proper functioning.
- 15.5. Market Value means the fair market value of a Mobile Equipment, as at the time of the loss or damage, less any potential salvage value and deduction applicable towards wear and tear and depreciation.
- 15.6. Beyond Economic Repair or Total Loss is when the estimated cost for repair of the device exceeds the depreciated value (or fair market value) of the mobile it is termed as Beyond Economic Repair (BER) or Total Loss. In such cases, Acko shall refund the Depreciated Value as per grid under Clause 7.1 above to the user instead of repairing the device.