

Acko Asset Protect Insurance Plan Policy Wording

This Policy is a contract of insurance between You and Us which is subject to the receipt of premium as specified in the Schedule/Certificate in full in respect of the Insured Equipment and the terms, conditions and exclusions of this Policy.

This Policy is valid for the period as specified in the Schedule.

Certain terms are used in this Policy in Initial Capital letters, which have a specific meaning as set out in the Policy. They have this meaning wherever they appear in the Policy, including the Schedule/Certificate, or any subsequent endorsements. Where the context permits, references to any statutory enactment include subsequent changes to the same and references to the singular shall also include references to the plural, references to the male gender shall also include references to the female gender, and vice versa in both cases.

1 Insuring Clauses

The Schedule/Certificate will specify which Insuring Clauses are in force for the Insured Equipment under the Policy.

Claims made in respect of an Insured Equipment for any of the Insuring Clauses applicable to the Insured Equipment shall be subject to the availability of the Sum Insured against such Insuring Clause or corresponding Section, and applicable Sub-limits, Co-payment, Depreciation, Salvage, Deductibles/Excess and other conditions specified in the Schedule/Certificate against the Insuring Clause(s) claimed under, and subject always to the terms, conditions and exclusions of this Policy.

All claims and payments made under any Insuring Clauses hereunder shall be in accordance with the 'Claims Procedure' and 'Basis of Settlement & Assessment of Claims' Sections as set out in this Policy.

Section A - Theft, Burglary and Robbery

1.1 Theft and Burglary

In the event of any Theft and Burglary of an Insured Equipment occurring during the Coverage Period, then We will pay the Insured as per the applicable settlement option specified in Section 3, up to the Sum Insured or fixed benefit specified in the Schedule/Certificate.

This Insuring Clause will be payable provided that the Insured provides Us with a certified copy of the police report filed, and an Invoice for proof of ownership, or care, custody and control of the Insured Equipment.

1.2 Robbery

In the event of any Robbery of an Insured Equipment occurring during the Coverage Period, then We will pay the Insured as per the applicable settlement option specified in Section 3, up to the Sum Insured or fixed benefit specified in the Schedule/Certificate.

This Insuring Clause will be payable provided that the Insured provides Us with a certified copy of the police report filed, and an Invoice for proof of ownership, or care, custody and control of the Insured Equipment.

Section B - Damage

1.3 Comprehensive Accidental Damage

In the event of any Physical Damage or Liquid Damage to an Insured Equipment due solely and directly to any external, involuntary and unforeseeable cause arising during the Coverage Period, then We will pay the Insured as per the applicable settlement option specified in Section 3, up to the Sum Insured or fixed benefit specified in the Schedule/Certificate.

1.4 Accidental Screen Only Damage

In the event of the Screen Damage to an Insured Equipment, such as cellular device, television set, tablet computer, laptop, or similar categories of equipment, due solely and directly to any external, involuntary and unforeseeable cause arising during the Coverage Period, then We will pay the Insured as per the applicable settlement option specified in Section 3, up to the Sum Insured or fixed benefit specified in the Schedule/Certificate.

Specific Exclusions applicable to Benefits of Section A and Section B:

We shall not be liable to make any payment for any claim under all Insuring Clauses under Section A and Section B of this Policy in respect of an Insured Equipment, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

- a. Any loss or damage caused by any defects existing at the time of commencement of the cover of the Insured Equipment under the Policy within the knowledge of the Insured, or his representatives.
- b. Any loss of data stored in the Insured Equipment, or costs related to re-creation of such stored data.
- c. Any loss or damage as a direct consequence of wear and tear or of gradual deterioration due to atmospheric conditions.
- d. Any service provider charges incurred or any other consequential damage or financial loss incurred from the use of the Insured Equipment following a Theft, Robbery or Burglary.
- e. Any loss or damage to any consumable items, attachments or accessories related to the Insured Equipment, such as any SIM card, memory card, software (including programs, data and user settings), modem, scanner, printer, earphones, adapter or charger.
- f. Any unexplained or mysterious disappearance of the Insured Equipment, where the details of the incident are not available or specified as Theft, Burglary or Robbery.
- g. Any loss or damage to any Insured Equipment put up for rental or hire purposes, unless expressly covered in the Schedule/Certificate.
- h. Any loss or damage to the Insured Equipment covered under this Policy and falling under the terms of any maintenance agreement or warranty provided by the OEM or seller.
- i. Any loss or damage for which the manufacturer or seller of the Insured Equipment or any other third party is responsible either by law or under contract.
- j. Wilful act or wilful negligence of the Insured or his/her representative.
- k. Aesthetic defects, including but not limited to dents, scratches on painted, polished or enamelled surfaces, and broken plastic on ports and antennae.

Section C - Breakdown

In the event of any Breakdown of an Insured Equipment, during the Coverage Period, We will pay the Insured as per the applicable settlement option specified in Section 3, up to the Sum Insured or fixed benefit specified in the Schedule/Certificate and within the start and end date of the Coverage Period specified in the Schedule/Certificate.

This Insuring Clause will be payable provided that:

- a. Cover under this Insuring Clause is valid only on Insured Equipment which are repaired within India.
- b. Such breakdown/defects of the Insured Equipment are covered within the Manufacturer's Warranty/Seller's Warranty, if any.

Exclusions applicable to Benefits of Section C:

We shall not be liable to make any payment for any claim under all Insuring Clauses under Section C of this Policy in respect of an Insured, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

- a. Any costs explicitly covered by any other OEMs, sellers, suppliers, insurance, or repairer, under contract or law other than the Insured.
- b. Any events or occurrence that is expressly specified to be excluded from the scope of this Policy in the Schedule/Certificate.
- c. Any non-operating and cosmetic damage to the Insured Equipment, such as damage to aesthetics, paintwork, finish, dents or scratches.
- d. Accessories used in or with the Insured Equipment, such as any SIM card, memory card, software (including programs, data and user settings), modem, scanner, printer, headphones, earphones, remote controllers, adapter or charger.
- e. Replacement of any consumable item or accessory, including but are not limited to any plugs, fuses, light bulbs, light covers, cables, filters, attachments, belts, toner, ribbons, drums, tapes or software and add-on options incorporated as a part of the Insured Equipment.
- f. Normal wear and tear of items not integral to the functioning of the Insured Equipment - Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and de-scaling.
- g. Any consequential or incidental loss or Injury to a person, or loss or damage to any other item or property, or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limiting to losses incurred due to any delay in rendering service related to this Policy.
- h. Any loss or damage caused by way of any unauthorized repair, Theft, Burglary, Robbery and incidents involving or attributable to any earthquake, storm and or hurricane, any abuse or misuse of such Insured Equipment, effects of or relating to sand, dust, water, failure to take reasonable care, fire, flood, lightning, malicious damage, impact, corrosion, battery leakage, acts of God, animal or insect infestation or intrusion.
- i. Any loss or damage resulting from a failure to follow the OEM's instructions in relation to power outages, surges or dips, or any improper voltage or current supplied to the Insured Equipment.
- j. Reception or transmission problems resulting from external causes.
- k. Any batteries and related power accessories, internal or external to the Insured Equipment.
- l. Breakdowns caused by computer virus, malware, cyber threats, or realignments to the Insured

Equipment.

- m. Any recalls or modifications to the Insured Equipment.
- n. Any costs arising from incorrect installation, modification or maintenance.
- o. Any costs incurred if no fault or defect is found with the Insured Equipment.
- p. Any costs or loss arising from inability to use the Insured Equipment.
- q. Damage / failure caused before or during any delivery of the Insured Equipment.
- r. Any loss or damage deemed contrary to public policy, or which is uninsurable under Indian law.

2 General Exclusions of the Policy

We shall not be liable to make any payment for any claim under the Policy in respect of an Insured Equipment, directly or indirectly for, caused by, arising from or in any way attributable to any of the following, except where provided to the contrary under any Insuring Clause in the Policy or specified as such in the Schedule/Certificate:

- a. Any liability covered under any other underlying insurance policy which is primary in nature.
- b. Any actual or alleged loss caused by any civil or foreign war, invasion, strike, riot, rebellion, civil commotion, or arising from detention, confiscation or distribution by customs, police or other public authorities.
- c. Any actual or alleged loss caused by nuclear, biological or chemical exposure.
- d. Any Insured committing or attempting to commit a breach of law with criminal intent.
- e. Participation in any naval, military or air force operations, engaging in manual labour, mining, tunnelling or any work involving electrical installation with high tension supply, engaging in any Hazardous Activities, testing of any kind, or anything attributable to aerial photography, ammunition, explosives, firearms or flight duty, except as a fare-paying passenger.
- f. Any loss or damage caused due any consequential loss of any kind.
- g. Any loss of or damage caused by or due to action of any lawfully constituted authority or Public Authority.
- h. Any liability assumed voluntarily by the Insured under a contractual obligation or warranty/guarantee made by the Insured.
- i. Any loss or damage to any Insured Equipment put up for rental or hire purposes.
- j. Any change in ownership of the Insured Equipment, or use for any purpose not intended.
- k. Any repairs performed outside India.
- l. Any loss or damage arising out of or caused, directly or indirectly, by contamination and ionising radiations, whether nuclear or otherwise, wars, civil or military disturbances, sabotage, epidemics, riots, acts of civil or military authority, or governmental actions.

In any action, suit or other proceedings where We allege that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this Policy, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

3 Basis of Settlement & Assessment of Claims

Insofar as it relates to the (i) Beyond Economic Repair, or loss due to Theft, Burglary or Robbery or (ii) any other damage or Breakdown to the Insured Equipment with regard to which an Insured or claimant shall make a claim under this Policy, the basis upon which We shall pay the Insured and settle any claim made under the Policy shall be as per any one or a combination of the following *settlement options*, and specified as such in Schedule/Certificate:

- (i) In case of Beyond Economic Repair, or loss due to Theft, Burglary or Robbery of the Insured Equipment, the following options for claim settlement shall be available to the Insured, as opted for in the Schedule:
 - a. Provision of a Replacement New Equipment
 - b. Provision of a Replacement Refurbished Equipment
 - c. Fixed amount as per the details specified in the Schedule/Certificate
- (ii) In case of any other damage or breakdown, not resulting in Beyond Economic Repair of the Insured Equipment, the following options for claim settlement shall be available to the Insured, as opted for in the Schedule:
 - a. Cashless repair of the Insured Equipment by Us or any Service Centres authorised by Us.
 - b. Reimbursement of the reasonable costs necessarily incurred in repairing the damaged Insured Equipment to its condition at any Service Centre as existing immediately prior to such damage
 - c. Fixed amount as per the details specified in the Schedule/Certificate
 - d. Provision of a Replacement New Equipment
 - e. Provision of a Replacement Refurbished Equipment

All of the settlement options above shall be subject always to the availability of the Sum Insured against such Insuring Clause or corresponding Section, and applicable Sub-limits, Co-payment, Salvage, Deductibles/Excess and any other limit specified in the Schedule/Certificate against the Insuring Clause(s) claimed under.

Further, all settlements made under the Policy shall be subject to the following specific conditions, where applicable to the settlement options opted for:

- a. **Ownership of Salvage:** In all cases where a repair or replacement of Insured Equipment is necessitated, the original Insured Equipment and/or its components thereof which are replaced, or any resulting Salvage shall become Our property, and We shall not be liable to return such Insured Equipment to the Insured.
- b. **Right against Repair or Replacement:** If the cost of repair or replacement of the Insured Equipment exceeds the Market Value of the lost or damaged Insured Equipment immediately prior to the occurrence of the insured event, then We will pay the Insured such Market Value to the extent of the Sum Insured.
- c. **Obsolescence:** If a necessary part or component is no longer manufactured, has become obsolete or is not available for the repair of the damaged Insured Equipment, we will reimburse a reasonable cost of repair for such part or component and return such Insured Equipment. In such cases, we may also replace the Insured Equipment instead, in Our sole and absolute discretion.
- d. **Records:** For any Insuring Clauses pertaining to the Insured Equipment covered under this Policy (or categories of such Insured Equipment) and specified as such in the Schedule/Certificate, it is

a Condition Precedent to Our liability that the Insured shall record the full particulars of each Insured Equipment.

- e. **Improvements/alterations:** We shall not make any payment for the cost of any enhancements, alterations, additions and/or improvements made during the course of any replacement or repair.
- f. **Sum Insured:** Under no circumstances will Our liability to make payment exceed the Sum Insured under any applicable Insuring Clause, as specified in the Schedule/Certificate to the Policy.

4 Claims Procedure & Requirements

The fulfillment of the terms and conditions of this Policy (including payment of premium by the due dates mentioned in the Schedule/Certificate) insofar as they relate to anything to be done or complied with by You or any Insured, including complying with the procedures and requirements in relation to claims, shall be Conditions Precedent to Our liability under this Policy.

For details on the claims procedures and requirements or any assistance during the process, We may be contacted at Our call centre on the toll free number specified in the Schedule/Certificate or through Our website.

Claims Procedure:

On the occurrence of any event or occurrence which may give rise to a claim under this Policy, the Insured shall:

- a. Notify Us on Our email ID: hello@acko.com or at Our website (www.acko.com), or contact number: 1860 266 2256 immediately, but in any case, within the number of days as specified in Schedule/Certificate of such event;
- b. Lodge a complaint/FIR with the police regarding this incident, where the claim is made under Section A;
- c. Take all steps within his/her power to minimize the extent of loss or damage, and not do anything or tamper the affected Insured Equipment in such a manner which would in any way increase the extent of the loss or further diminish the value;
- d. Preserve the parts of any Insured Equipment affected and make them available for inspection by Our representative or surveyor;
- e. Give Us/Our representatives all reasonable assistance and co-operation in investigating the claim and provide any proof reasonably required in order to assess Our liability and quantum in respect of such claim.
- f. Not make any admission or commit to payment of any expenses or liability to any third party without obtaining Our written consent;
- g. Provide Us with all necessary information and documentation in respect of the claim as indicated in the Schedule/Certificate within 30 days of Us requesting for the same. If all essential information and documentation is not received by Us within such period of time, then We will condone such delay on merits only where the delay has been proved to be for reasons beyond the claimant's control. For ease of reference, such necessary information and documentation shall include, but not be limited to Our duly completed and signed claim form, and the below:

Name of Benefit	Documents required
Theft and Burglary or Robbery	<ul style="list-style-type: none"> • Duly filled and signed Claim Form (attested by an Acko official wherever necessary) • Original Policy (Wherever applicable) • Invoice of the Equipment/Proof of ownership, care or custody (Wherever applicable) • FIR or Police Complaint Report

Name of Benefit	Documents required
Comprehensive Accidental Damage or Accidental Screen Only Damage	<ul style="list-style-type: none"> Duly filled and signed Claim Form (attested by an Acko official wherever necessary) Original Policy (Wherever applicable) Invoice of the Equipment/Proof of ownership, care or custody (Wherever applicable)
Breakdown	<ul style="list-style-type: none"> Duly filled and signed Claim Form (attested by an Acko official wherever necessary) Original Policy (Wherever applicable) Invoice of the Equipment/Proof of ownership, care or custody (Wherever applicable) Manufacturer Warranty Certificate (if not submitted during the issuance of policy wherever necessary) Proof of non-settlement of defects/breakdown by the OEM (optional) The import and/or sale of such Insured Equipment is evidenced by an Invoice or a certificate/card issued by such wholesaler or retailer or Service Contractor (optional)

*Any other details (if required) which is not mentioned here might be asked by Acko.

Claims Payment:

- Claims made in respect of an Insured under any of the Insuring Clauses applicable to the Insured shall be subject to the availability of the Sum Insured, and applicable Sub-limits, Co-payment, and Deductibles specified in the Schedule/Certificate against the Insuring Clause(s).
- We shall make the payment of claim that has been admitted as payable by Us under the Policy within 30 days of submission of all necessary documents and information and any other additional information required for the settlement of the claim.
- All claims will be investigated (as required) and settled in accordance with the applicable regulatory guidelines, including the IRDAI (Protection of Policyholders Interests) Regulations, 2017. In the event the claim is not settled within 30 days as stipulated above, We shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document till the date of actual payment.
- The manner of settlement of any Claims made under this Policy will be as per the settlement option specified in the Schedule/Certificate, in accordance with the 'Basis of Settlement & Assessment of Claims' Section.

5 General Conditions

The Policy, including any Insuring Clauses, endorsements, exclusions, and amounts payable under it shall be subject to the following general conditions:

- a. **Disclosure to information norm:** This Policy has been issued on the basis of the information provided in respect of the Insureds in the Proposal Form, personal statement and any other details submitted in relation to the Proposal Form/personal statement. The Policy shall be void and all premium paid hereon shall be forfeited to Us, in the event of misrepresentation, mis-description or non-disclosure of any material fact. If at the time of issuance of Policy or during continuation of the Policy, any material fact in the information provided to Us in the Proposal Form or otherwise, by You or the Insured, or anyone acting on behalf of You or an Insured is found to be incorrect, incomplete, suppressed or not disclosed, wilfully or otherwise, the Schedule/Certificate shall be void, and no benefit will be payable thereunder.
- b. **Observance of Terms and Conditions:** The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a Condition Precedent to Our liability to make any payment under this Policy.
- c. **Fraud:** If any claim is in any manner dishonest or fraudulent, or is supported by any dishonest or fraudulent means or devices, whether by You or any Insured or anyone acting on behalf of You or an Insured, then this Schedule/Certificate will be void and all benefits otherwise payable under it will be forfeited and the premium shall be forfeited for the balance period of the risk.
- d. **Contribution:** If at the time of the occurrence of any loss or damage covered by this Policy there is any other insurance of any nature whatsoever covering the same loss, damage or liability, whether effected by the Insured or not, then We shall not be liable to pay or contribute more than Our rateable proportion of any loss or damage.
- e. **Subrogation:** The Insured and any claimant under this Policy shall at Our expense do or concur in doing or permit to be done all such acts, deeds and things that may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Us paying for or making good any loss or damage under this Policy whether such acts, deeds and things shall be or become necessary or required before or after the Insured's indemnification by Us.
- f. **Exclusions:** We shall not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of the exclusions which are specifically stated in each Insuring Clause or the General Exclusions Section of the Policy.
- g. **Assignment:** The Policy and the cover under any Insuring Clauses, which are applicable and in-force, can be assigned or transferred only in accordance with applicable law.
- h. **Reasonable Care:** The Insured shall take all reasonable care to safeguard the Insured Equipment against accident, loss or damage. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations provided by Us to prevent loss, damage or liability and comply with statutory requirements and the OEM's recommendations.
- i. **Maintenance of Records:** The Insured shall maintain all records and books of accounts reasonably required in an accurate manner.
- j. **Statutory Compliance:** The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning the inspection, operation and maintenance of Insured Equipment, and the safety of persons and property.
- k. **Material Information:** Material information to be disclosed includes every matter that You are aware of, or could reasonably be expected to know, that relates to questions in the Proposal Form/personal statement and which is relevant to Us in order to accept the risk of insurance. You

must exercise the same duty to disclose those matters to Us before the Renewal, extension, variation, endorsement of the contract We may, adjust the scope of cover and / or premium, if necessary, accordingly.

- l. **Alterations in the Policy:** This Policy constitutes the complete contract of insurance. No change or alteration will be effective or valid unless approved in writing which will be evidenced by a written endorsement, signed and stamped by Us.
- m. **Renewal:** This Policy will automatically terminate at the end of the Insured's Policy Period, stated in the Schedule. The Policy may be renewed by mutual consent and in such event the premium should be paid to Us on or before the date of expiry of the Policy. We shall not be bound to accept any premium for renewal nor to give notice that such is due.
- n. **Cancellation/Termination of the Policy:**
 - i. The Insured /You may terminate this Policy at any time by giving Us written notice, and the Policy will terminate when such written notice is received. If no claim has been made under the Policy, then We will refund the premium on pro-rata basis.

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by Us or has been lodged with Us or any Insuring Clause has been availed by the Insured under the Policy.
 - ii. We may at any time terminate this Policy on grounds of misrepresentation, fraud, disqualification or moral hazards by You or any Insured upon 7 days' notice by sending an endorsement to Your address shown in the Schedule/Certificate without refund of premium.
 - iii. The policy will be automatically cancelled in case of Total loss/ Beyond Economic Repair /Theft Claims without refund of any premium.
- o. **Geography & Currency:** This Policy applies to events or occurrences taking place worldwide. All payments under this Policy will be made in Indian Rupees only.
- p. **Governing Law & Dispute Resolution:** Any and all disputes or differences under or in relation to this Policy will be determined by the Indian Courts and subject to Indian law.
- q. **Arbitration:** "The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- r. **Our Rights on occurrence of loss or damage:** On the occurrence of any loss or damage have given rise to a claim under this Policy, or circumstances that may give rise to a claim, We or Our authorized representatives or surveyors may:
 - i) take possession of or require to be delivered to Us the Insured Equipment, to which the loss or damage has been caused;
 - ii) keep possession of any such Insured Equipment and examine, sort, arrange, remove or otherwise deal with the same; and,
 - iii) sell any such Insured Equipment or dispose of the same for account of whom it may concern.

Further, the Insured shall on being required so to do by Us produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by Us so far as they relate to such claims or will in any way assist Us to ascertain in the correctness thereof or Our liability under the Policy.

The powers conferred by this condition shall be exercisable by Us at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn. We shall not by any act done in the exercise or purported

exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim. If the Insured or any person on his behalf shall not comply with Our requirement, or shall hinder or obstruct Us or Our representatives or surveyors in the exercise of the powers hereunder, all Insuring Clauses/benefits under the Policy shall be forfeited at Our sole option.

- s. **Notices & Communications:** Any notice or communication in relation to this Policy will be in writing and if it is to:
- i) You or any Insured, then it will be sent to You at Your address specified in the Schedule/Certificate and You will act for all Insureds for these purposes. .
 - ii) Us, it will be delivered to Our address specified in the Schedule/Certificate. No insurance agents, insurance intermediaries or other person or entity is authorised to receive any notice or communication on Our behalf.
- t. **Electronic Transactions:** You agree to comply with all the terms and conditions of electronic transactions as We shall prescribe from time to time, and confirm that all transactions effected facilities for conducting remote transactions such as the Internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, in respect of this Policy and claim related details, shall constitute legally binding when done in compliance with Our terms for such facilities.

6 Definitions

Unless this Policy expressly defines a word or a phrase under any Section or Insuring Clause as enumerated above, the terms defined below shall prevail over all the Sections of the Policy and have the meanings ascribed to them wherever they appear in this Policy:

- a. **Beyond Economic Repair:** Beyond Economic Repair means damage, destruction or breakdown of the insured equipment to the extent that the estimated cost of repairs of such Insured Equipment, as determined by Us or Our authorized representatives, exceeds the Sum Insured specified for the Insured Equipment, less any applicable Depreciation.
- b. **Breakdown:** Breakdown means any inherent internal damage, defects or breakdown to the electrical / electronic / mechanical parts of the Insured Equipment, which impedes its normal functioning.
- c. **Burglary:** Burglary means an act involving entry into or exit from the Insured's place of residence or business premises by forcible and violent means or following assault or violence or threat thereof, to the Insured or to his/her Business Affiliate or Immediate Family Member or any person lawfully present in the Insured's residence or business premises.
- d. **Business Affiliate:** Business Affiliate means any employee, colleague, partner, servant, contracting party or delivery agent of the Insured sharing a fiduciary duty towards the Insured.
- e. **Certificate:** Certificate means the latest certificate issued to the Insured by Us confirming the Insured Equipment covered under the Policy.
- f. **Co-payment:** Co-payment means a cost sharing requirement that provides that the Insured will bear a specified percentage of each admissible claim amount under this Policy.
- g. **Condition Precedent:** Condition Precedent means a policy term or condition upon which the Our liability under the policy is conditional upon.
- h. **Coverage Period:** Coverage Period means the period specified in the Schedule/Certificate which commences on the coverage commencement date specified in the Schedule/Certificate and ends on the coverage expiry date specified in the Schedule/Certificate.

- i. **Deductible/Excess:** Deductible or Excess means the fixed Rupee amount specified in the Schedule/Certificate for which We will not be liable, and which will apply on occurrence of each insured event before the Insuring Clauses under this Policy are payable.
- j. **Depreciation:** Depreciation means the decrease in the value of the Insured Equipment over time, due to normal wear and tear, use and obsolescence. The value of Depreciation, where applicable, shall be deducted from any amounts payable under the Policy at the time of claim settlement, in accordance with the depreciation table provided in the Schedule/Certificate.
- k. **Disclosure to information norm:** The policy shall be void and all premium paid thereon shall be forfeited to Us in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- l. **Hazardous Activities:** Hazardous Activities means any activity, which is potentially dangerous to the Insured whether he is trained in such activity or not. Such activity includes without limitation stunt activities of any kind, adventure racing, base jumping, biathlon, big game hunting, black water rafting, stunt/obstacle riding, bobsleighbing/using skeletons, bouldering, boxing, canyoning, cavin/pot holing, cave tubing, rock climbing/trekking/mountaineering, cycle racing, cyclo cross, drag racing, endurance testing, hand gliding, harness racing, hell skiing, high diving (above 5 meters), hunting, ice hockey, ice speedway, jousting, judo, karate, kendo, lugging, risky manual labour, marathon running, martial arts, micro-lighting, modern pentathlon, motor cycle racing, motor rallying, parachuting, paragliding/parapenting, piloting aircraft, polo, power lifting, power boat racing, quad biking, river boarding, scuba diving, river bugging, rodeo, roller hockey, rugby, ski acrobatics, ski doo riding, ski jumping, ski racing, sky diving, small bore target shooting, speed trials/ time trials, triathlon, water ski jumping, weight lifting or wrestling any type.
- m. **Immediate Family Member:** Immediate Family Member means an Insured's spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; who reside in the same place of residence as the Insured.
- n. **Insured Equipment:** Insured Equipment means the mechanical, electronic, or rental equipment specified in the Schedule/Certificate, but not including any motor vehicles. For the purpose of this Policy, such Insured Equipment may be either (i) owned, (ii) sold, (iii) serviced under a contract, (iv) taken on rent, or (v) given on rent by the Insured.
- o. **Insured:** Insured means the individual or entity, as the case maybe, who is named in the Schedule/Certificate and who either (i) owns, (ii) sells, (iii) services, (iv) rents, or (v) gives on rent an Insured Equipment.
- p. **Invoice:** Invoice means the invoice that was issued to the Insured by the wholesaler or retailer as proof of purchase of the Insured Equipment having been purchased from such wholesaler or retailer.
- q. **Invoice Value:** Invoice Value means the original amount paid by the Insured towards the purchase of the Insured Equipment from a retailer or wholesaler, which is evidenced by an Invoice and is inclusive of any applicable discounts and taxes.
- r. **Liquid Damage:** Liquid Damage means the entry of any fluid or moisture into the Insured Equipment that impedes its proper functioning.
- s. **Manufacturer's Warranty:** Manufacturer's Warranty means any warranty provided by the OEM of an Insured Equipment regarding its quality and condition and sets out the terms in which such Insured Equipment will be repaired or exchanged in the event it does not function as described or originally intended.
- t. **Market Value:** Market Value means the fair price of an Insured Equipment, in a new/retail condition, as at the time of the loss or damage, as determined by Us at the time of claim settlement.

- u. **OEM:** OEM means the Original Equipment Manufacturer, including any other company involved in the manufacture of the finalized Insured Equipment.
- v. **Physical Damage:** Physical Damage is any externally destruction or deterioration of the Insured Equipment impacting the functionality of the Insured Equipment.
- w. **Policy:** Policy means the statements in the proposal form/personal statement, these terms and conditions, the Insuring Clauses, endorsements (if any), annexures to the Policy, the Schedule/Certificate (as amended from time to time), and the Schedule/Certificate issued to the Insured.
- x. **Policy Period:** Policy Period means the period specified in the Schedule between the policy commencement date and the policy expiry date.
- y. **Public Authority:** Public Authority means any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, command, determine or judge.
- z. **Replacement Equipment:** Replacement means a mechanical, electronic, or rental equipment in fully functional condition which is similar to the Insured Equipment it replaces and has equal or comparable value and technical specifications. For the purposes of this Policy, Replacement Equipment shall be of two types:
 - i. **Replacement New Equipment:** Replacement Equipment which is in a new/retail condition
 - ii. **Replacement Refurbished Equipment:** Replacement Equipment which is not in a new/retail condition.
- aa. **Robbery:** Robbery means an act of Theft, which causes or attempts to cause the Insured or a Business Affiliate or an Immediate Family Member, death or hurt or wrongful restraint, or a fear of instant death or of instant hurt, or of instant wrongful restraint.
- bb. **Salvage:** Salvage means the remaining and/or recovered parts of any Insured Equipment, or any value thereof attached to such remaining and/or recovered parts. In cases where the damaged Insured Equipment or part is not available, a deemed value of the applicable Salvage shall be deducted from the amounts payable under the Policy at the time of claim settlement, in accordance with the 'Basis of Settlement & Assessment of Claims' Section.
- cc. **Screen Damage:** Screen damage is any externally visible destruction or damage or breakage of the "Screen" of the Insured Equipment impeding the usage or functionality of such Insured Equipment. Screen Damage does not include minor scratches, dents or any such cosmetic damages that do not impair the usage or functionality of the Equipment. For the purpose of this definition, "Screen" means any front/primary glass or LCD or digitizer component of the Insured Equipment or any other display component specified in the Schedule/Certificate.
- dd. **Seller's Warranty:** Seller's Warranty means any warranty provided by the wholesaler or retailer of an Insured Equipment regarding its quality and condition and sets out the terms in which such Insured Equipment will be repaired or exchanged in the event it does not function as described or originally intended.
- ee. **Service Centre:** Service Centre means an entity or individual or set of individuals who are authorized to carry out repairs by the OEM or has necessary experience and tools to repair the device.
- ff. **Schedule:** Schedule means the latest Schedule issued to the Insured by Us confirming the cover for the Insured Equipment under the Policy

- gg. **Sub-limit:** Sub-limit means a cost sharing requirement under this Policy in which We would not be liable to pay any amount in excess of the pre-defined limit specified in the Schedule/Certificate against an Insuring Clause or Insured Equipment.
- hh. **Sum Insured:** Sum Insured means the amount specified in the Schedule/Certificate against the respective Insuring Clause or set of Insuring Clauses that represents Our maximum, total and cumulative liability for any and all claims made in respect of that Insured under that Insuring Clause during the Policy Period/Coverage Period.
- ii. **Theft:** Theft means an act of dishonestly and without consent moving a movable property out of the Insured's possession or possession of a Business Affiliate or Immediate Family Member, in order to take such movable property away, as described in Section 378 of the Indian Penal Code 1860.
- jj. **We/Our/Us/Company:** We/Our/Us/Company means Acko General Insurance Limited.
- kk. **You/Your/Policyholder:** You/Your/Policyholder means the legally constituted entity named in the Schedule/Certificate who has concluded this Policy with Us.

7 Grievance Redressal

For resolution of any query or grievance, the You/Insured may call Us at toll free number: 1860 266 2256, or write an e-mail at: hello@acko.com

In case the You/Insured is not satisfied with the resolution, the You/Insured may write to Our Grievance Redressal Officer at the following address:

Grievance Redressal Officer
 3rd Floor, F-wing
 Lotus Corporate Park, Goregaon East,
 Mumbai 400063
 Email: grievance@acko.com

As per guidelines on special provision for Insureds who are senior citizens, We will provide a separate channel for addressing grievances of our senior citizen customers. You/Insured may avail this service by contacting the above-mentioned helpline number and selecting suitable option provided on Our Interactive Voice Response (IVR) system.

In case Your/Insured's complaint is not fully addressed by Us, You/Insured may use the Integrated Grievance Management System (IGMS) for escalating the complaint to IRDAI. Through IGMS, the Insured can register the complaint online and track its status. For registration, please visit IRDAI website www.irdaindia.org.

If the issue still remains unresolved, You/Insured may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance.

The details of the Insurance Ombudsman are available below:

CONTACT DETAILS	JURISDICTION
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455, Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122, Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.

ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Bldg, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.



The updated details of Insurance Ombudsman offices are available on the IRDAI website: www.irda.gov.in, on the website of Governing Body of Insurance Council www.gbic.co.in, Our website at: www.acko.com or can be obtained from any of Our offices.