

STANDARD TERMS AND CONDITIONS – KAVCH PLAN



1. **DEFINITIONS**

- 1.1 "Bank" shall mean Ujjivan Small Finance Bank Limited
- 1.2 "Customer" any Customer of Ujjivan Small Finance Bank who avails One Assist Plan(s)
- 1.3 "Plan(s)" shall mean either one or all of the products/ services package offered by OneAssist from time to time, which products/services may have add on components or features.
- 1.4 "Plan Fee" shall mean the fees charged by OneAssist from time to time for the Plan(s) availed by the Customer and set out in the respective Plan Terms. The Plan Fee is applicable for the respective duration of the plan as mentioned below. The Plan Fee is inclusive of all applicable taxes.
- 1.5 "Plan Terms" shall mean the terms and conditions separately provide with the Terms herein which shall be specifically applicable in relation to each Plan(s).
- 1.6 "Insurer" shall mean the third-party insurance provider as OneAssist may partner with from time to time for the addon benefit as may be applicable to the various Plans.
- 1.7 "Service" means the use of One Assist Plans
- 1.8 "Service Partner" means any third-party service provider affiliated with OneAssist.
- 1.9 "Personal Information/Data" shall mean and include such personal and financial information of the Customer relating to his/her data /or documents, in any medium including financial information such as bank account or credit card or debit card or other payment instrument details, identification document details including passport, PAN card details, driving license, etc.

2. PURPOSE

- 2.1 These terms and conditions ("Terms") shall govern the transaction between OneAssist Consumer Solutions Private Limited ("OneAssist") and the Customer in relation to the Plan(s) provided by OneAssist.
- 2.2 These general terms and conditions define the framework and the respective obligations of the parties. Specific terms and conditions relating to the specific Plan(s) that has been availed or subscribed to by the Customer supplementing or derogating from these general terms and conditions may be agreed to in the Plan Terms in writing which shall be annexed to this Terms.
- 2.3 Customer acknowledges the receipt of the Terms and the Plan Terms as applicable and agrees to be fully bound by the Terms and the relevant PlanTerms. In the event, the Customer avails of any benefit under any of the Plan Terms or lodges a claim within the term of the Policy, the Customer shall be deemed to have accepted the Terms unconditionally. Customer to be provided with the Plan terms at the time of enrollment with OneAssist.

3. CUSTOMER CONSENTS AND CONFIRMATIONS

- 3.1 Further, the Customer has and hereby consents to the use of the Personal Information by OneAssist for the purposes of providing the various services under the Plan(s) offered by OneAssist. OneAssist respects the privacy of the Customer and the confidentiality of Customer's Personal Information so collected by OneAssist by itself or on its behalf and shall take all reasonable steps to protect it and maintain its confidentiality.
- 3.2 The Customer also hereby consents to the Personal Information being disclosed by OneAssist to any third party including any Insurer, Service Partner of OneAssist who will be either providing the add on insurance or other benefit and/or services on each of the Plan(s) for the purposes of fulfillment of the services or if required by law.
- 3.3 The Customer expressly and without limitation, consents to OneAssist or its service partners recording phone calls between the Customer and OneAssist on the helpline numbers set out in the relevant Plan Terms in order for OneAssist to inter alia provide a record of the instructions received from the Customer and to share the same with the Service Partners, if required, allow itself or its service partners to monitor quality standards, Training purposes, and (iv) meet legal and regulatory requirements. However,

OneAssist or its Service Partner shall give appropriate disclaimer to the customer during the call to prevent debit/credit card fraud, scam.

- 3.4 The Customer acknowledges that OneAssist has the sole right to vary the features/benefits under the Plan(s) or the Plans or the amount or rate of the Plan Fee or part thereof, from time to time.
- 3.5 The Customer acknowledges that OneAssist may engage third parties including Service Partners for the fulfillment of the services and the Customer hereby consents to OneAssist disclosing, to the extent relevant, the Customer's Personal Information and/or details of Plan(s) availed by the Customer to inter alia (a) our affiliates Service Partners (b) to our suppliers, vendors, for the purposes of servicing the Customer.
- 3.6 The Customer hereby consents to receiving periodic SMS / email communication from One Assist of information pertaining to its product features / services.
- 3.7 The Customer shall have the right to avail Services for a period of 365 days starting from the date of activation of Ujjivan Kavach

4. TOTAL FEES/CHARGES

- 4.1 OneAssist shall charge the Plan Fee from the Bank for providing the Plan(s) to Customer from time to time and for the duration of the respective Plan. The Plan Fee shall be payable for each Customer for the applicable period.
- 4.2 Activation of the Plan(s) is subject to realization/receipt of the Plan Fee by One Assist from the Bank.

5. SERVICING OF CLAIMS

5.1 Customer shall satisfy below eligibility criteria to lodge any request under the Ujjivan Kavach Plan:

Sr. No.	Particular	
1.	Claims being made in the month of account opening (M0)	
2.	Claims being made in the month next to the month of account opening (M1)	
3.	Claims being made in M2 or later and meeting required Minimum Account Balance ("MAB"), Salary Credit, etc as per product guidelines in the previous month	
4.	Claims being made in M2 or later and not meeting required MAB, Salary Credit, Fixed Deposit amount as per product guidelines in the previous month	

- 5.2 The Customer acknowledges and understands that servicing of claims or payment of any benefit covered by complimentary insurance cover(s) shall be at the sole discretion of the Insurer and OneAssist shall only provide assistance in facilitation of the claim by liaising with the Insurer. Any claims made by the Customer under these Terms and Plan Terms shall be subject to the following:
 - a. This also applies to terms and conditions set out herein and any others which may be added to the Terms and/or the Plan Terms and communicated to the Customer prior to the date of claim;
 - b. The Customer having provided OneAssist with full and accurate information in connection with the coverage, as applicable;
 - c. The Customer having acted in a bonafide manner to make a claim;
 - d. The Customer having complied with the requirements of the Insurer for the purposes of processing the claim, would need to furnish the details and documents as required by the Insurer.
- 5.3 Notwithstanding anything contained herein above, OneAssist shall not be obliged to entertain any claim from the Customer unless (i) the Customer is over the age of 18 years and a resident of India at the time of taking the Plan, and (ii) the Plan Fee up to the date of claim has been paid by the Bank.

6. CANCELLATIONS/ RENEWAL/TERMINATION

- 6.1 OneAssist will cancel the Terms and/or the Plan Terms if OneAssist does not receive the Plan Fee (all inclusive) on the date it is due.
- 6.2 OneAssist will cancel the Terms and/or the Plan Terms if the Customer has at any time:
 - a. agreed to help any third party to try to fraudulently or dishonestly obtain money from OneAssist or the Insurer; or
 - b. is in violation of applicable law as may be relevant to the use of the Plan(s);or
 - c. failed to meet the Terms and/or the Plan Terms, or to act in good faith, openly, honestly and in a bonafide manner towards OneAssist or the Insurer including by providing false or inaccurate information;

7. CONFIDENTIALITY

7.1 OneAssist shall ensure that the Personal Information of the Customer is kept confidential and not disclosed to any third party except to the extent required for fulfillment of services.

8. **REPRESENTATIONS AND WARRANTIES**

- 8.1 The Customer represents that he/she has completed the age of 18 years and is a resident of India at the time of taking the Plan.
- 8.2 The Customer is in compliance with the applicable law as may be relevant for the Plan(s) which is availed of by the Customer.
- 8.3 The Personal Information provided by the Customer for the purposes of availing of the Plan(s) is and shall be true and accurate.

9. OBLIGATIONS AND COVENANTS OF THE CUSTOMER

- 9.1 If the Customer receives a benefit as contemplated under any specific Plan Terms and it is later discovered that the claim was dishonest, fraudulent or false. OneAssist will take steps to recover from the Customer, such payment(s) made to the Customer, either by OneAssist or a third party, as the case may be.
- 9.2 The Customer undertakes that he/she shall strictly comply with the OneAssist terms and conditions,
- 9.3 The Customer acknowledges, confirms and covenants that that the object of the Plan(s) being availed of or provided by OneAssist is not an 'insurance product' but insurance is merely an add on feature of the Plan(s) on a group insurance basis and that the Customer has availed of the Plan(s) in accordance with this understanding.
- 9.4 The Customer undertakes and covenants that he/she shall not make use of the Plan(s) to or in the course of usage of the Plan(s), upload, display, publish, update, disseminate or transmit content or information that:
 - a. belongs to another person and to which the user does not have any right to or which is confidential;
 - b. is an impersonation of another person, grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; c. harm minors in any way;
- d. infringes any patent, trademark, copyright or other proprietary right
- e. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- f. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
- g. Threatens the unity, integrity, defense, security or sovereignty of India or is seditious, affects friendly relations with foreign states, or public order or causes incitement to the commission of any offence or prevents investigation of any offence or is insulting to any other nation or violates any other provision of law.

10. LIMITATION OF LIABILITY

10.1 OneAssist shall not be liable for any incidental, consequential, exemplary, special or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use). OneAssist disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement. OneAssist's total liability shall be as per respective Plan.

10.2 In case of a claim under the complimentary insurance benefits provided with the Plan(s), OneAssist' s role in discharging its obligations here under shall be that of a mere facilitator, and OneAssist is not and shall not be liable to the Customer for any claim, loss-, damage, or compensation caused in relation to or arising from or in connection with the complimentary insurance policy.

11. INDEMNITY

- 11.1 The Customer hereby agrees to defend, indemnify and hold OneAssist and its officers, directors, employees and subcontractors harmless from any and all losses, damages, liabilities, verdicts, settlements judgments, costs, and expenses (including reasonable attorneys' fees), incurred by OneAssist or its officers or employees arising out of:
 - a. any intentional wrongful act or omission of the Customer in relation to the usage of the Plan(s);
 - b. any willful misconduct, gross negligence or fraud by the Customer;
 - c. any failure of the Customer to comply with the applicable law;
 - d. any breach of the representations, warranties, obligations and covenants of the Customer or a default of the Customer's obligations; and e. any third-party claims arising out of the Customer's use of the Plan(s).
- 11.2 This indemnity will survive the termination of the Terms and/or the Plan Terms and one (1) year thereafter, in addition to and not in substitution of the other remedies and rights that OneAssist may have, either at law in the Terms and/or the Plan Terms.

12. NOTICES

12.1 Any notice required under the Terms and/or the relevant Plan Terms must be in writing and must be either (a) delivered in person, (b) sent by registered post, , or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth herein. OneAssist Consumer Solutions Pvt Ltd, 3rd floor, Fleet House, Andheri - Kurla Rd, Gamdevi, Marol, Naka, Mumbai, Maharashtra 400059

13. MISCELLLANEOUS

- 13.1 The Terms will inure to the benefit of the legal successors of OneAssist. Other than as in these Terms and Conditions, no assignment of the Terms is possible by OneAssist or Customer.
- 13.2 OneAssist will not incur any liability to the other party on account of any part of these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, bandhs, riots, acts of war, natural disaster, fire and explosions, or any other events reasonably beyond the control of either party.
- 13.3 OneAssist reserves the right to amend the Terms and/or the Plan Terms and/or the features or pricing of the Plans. Upon such amendment such terms will become applicable immediately on intimation to the Customer If the Customer does not accept the amendment of the Terms and/or the Plan Terms, he /she shall have the right to terminate the Terms and the Plan Terms with appropriate notice as may be specified in Clause 6. The alteration of the Terms and/or the Plan Terms shall be deemed to have been accepted where the Customer continues to use the service for one (1) month after the amendment has taken effect.
- 13.4 The Terms along with the relevant Plan Terms constitutes the entire agreement between the parties with respect and in relation to the Plan (including any modification or amendment thereto) subscribed or availed of by the Customer and supersedes all previous communications representations, understandings and agreements, either oral or written.
- 13.5 The Agreement shall be governed by the laws of the Republic of India.
- 13.6 All disputes arising in connection with the Terms and/or the respective Plan Term(s) shall be finally settled by arbitration pursuant to the rules of the Arbitration and Conciliation Act, 1996, by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language of the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties.

WALLETASSIST (SERVICE DESCRIPTION AND TERMS & CONDITIONS)

Note: The terms contained herein are specific terms and conditions applicable to the specific product i.e. WalletAssist, and are in addition to and not in derogation of the standard terms and conditions.

٩	No.	Features	WalletAssist Ujjivan Kavach Plan	
	1	One Call to Block Bank Cards and Mobile SIM Card	Yes	
	2.	Complimentary Purchase Protection	Yes (up to Rs. 50,000)	
	3.	Complimentary Price Drop Protect	Yes (up to Rs. 10,000)	

Definitions

The definitions as set out herein are in addition to the definitions as set out in the general Terms.

- i. "Cards" means the Customer's credit/debit/forex/prepaid cards. "Group Insurance Policy" means the group insurance policy issued by the Insurer to OneAssist, for the benefit of the beneficiaries, all being the customers of OneAssist. "Issuer" means the issuer(s) of the Cards.
- ii. "RTO" means Road Transport Office in the relevant district/state in India.
- iii. "SIM Card" shall mean the subscriber identification module card of the Customer which is used by the Customer in his/her Mobile Phone
- iv. "Telecom Service Provider" shall mean the telecom service provider who provides the Customer with the SIM Card and Mobile Phone connection.

Plan Features 1. One Call to Block Cards

- a. The Customer must provide and promptly update all his Card details with OneAssist.
- b. In the event of theft or loss of wallet, the Customer has to immediately call OneAssist to report the loss of the wallet. In order to give a request to block any Card, the Customer should have registered the Cards with OneAssist prior to placing the request for blocking. In the event that customer input is required in the form of confidential personal information number (PIN) or a telephone identification number (TIN) (which cannot be disclosed to a third party), OneAssist will assist the Customer by conferencing the Customer on the telephone call with the Issuer of the card in order for the Customer to provide such PIN/TIN for authentication purposes.
- c. In case the Customer has not shared the details of a particular Card with OneAssist and requests the same Card to be blocked, OneAssist shall attempt to block the same with the help of other details provided by the Customer on a best effort basis.
- d. The Customer must follow the card Issuer's instructions and meet all the Issuer terms when using the Cards. OneAssist will not facilitate payment of any claim where the Issuer informs OneAssist of the Customer noncompliance or breach of the card Issuer's terms. The decision of the card Issuer in this regard will be final.
- e. The Customer hereby consents to OneAssist acting on its behalf and to do all such acts necessary in the performance of its obligations as set out herein via the card Issuer.
- f. Any claims made by the Customer to One Assist for any losses suffered prior to requesting any blockage of Card will not be entertained
- g. OneAssist shall confirm to the Customer upon successful/unsuccessful blocking of card
- h. In case the card blocking is unsuccessful due to incorrect details provided by the customer, the liability arising due to such cases will not rest with OneAssist
- i. After OneAssist confirms the successful blocking of cards via communication of service request number, any liability arising due to a fraud post successful blocking of the card by the bank would rest with OneAssist

2. SIM blocking

i. In the event that the Customer's Mobile Phone/SIM Card is lost / stolen, the Customer should immediately report the theft to OneAssist/ telecom service provider. In the event that OneAssist requires the Customer to be on the call with the Telecom Service Provider to block the SIM Card, OneAssist will conference the Telecom Service Provider with the Customer to facilitate the blocking of the SIM Card.

- ii. In order to give a request to block the SIM Card, the Customer should be an existing customer of OneAssist prior to placing the request for blocking SIM. In case the Customer had not registered particular details with OneAssist, OneAssist shall attempt to block the SIM Card provided by the Customer on a best effort basis.
- iii. OneAssist shall confirm to the Customer upon successful/unsuccessful blocking of card

Documents required for filing claims are as follows:

- FIR/Police Intimation
- Fire Brigade Report
- Purchase Invoice
- Claim Form
- Ujjivan SF Bank Savings account Statement/ Ujjivan SFB Debit/Credit Card Statement showing purchase of product under consideration Any other documents as may be required by the insurer

3. Complimentary Purchase Protection

- a. Coverage: Loss or Damage to the covered property due to Fire and allied perils and Burglary.
- b. Coverage valid for 180 days from the purchase Invoice date or end of OneAssist membership whichever is earlier and restricted to assets (including portable equipment's like mobile phones, tablets and laptops.) purchased by Debit / Credit Cards issued by Ujjivan SFB and registered with OneAssist c. The cover is applicable for primary cards only.
- d. Losses arising as the result of break-down, malfunctioning, hacking, cyber-attack or other similar systemic issues on or of the systems and processes of the bank shall not be covered under the policy
- e. The policy does not cover fire loss or damage to articles combustible in nature, motor vehicles / pedal cycle, deeds, bonds, bills of exchange, promissory notes, share certificates, business books, manuscripts, currency, document of any kind, unset precious stones, jewellery and valuables such as paintings, artefacts etc..
- f. Warranted that the contents insured herein are installed / located at residential premises and not in any commercial establishment.
- g. Claim needs to be intimated immediately within 48hrs of noticing the damage/loss.
- h. Loss or damage attributable to willful and /or gross negligence on part of the Plan holder or any other person acting on behalf of the Plan holder stands excluded

4. Complimentary Price Drop Protect

What is Covered

Difference between the price customer(s) paid with their Ujjivan SFB Debit/Credit card for an item and a lower printed advertised price for the same item/product (same brand, make, model name and/or number). Advertisement is a notification appearing in a newspaper, magazine, store circular, catalog, official website of the manufacturer, issued by the manufacturer highlighting the new and lowered price of said item/Product.

Coverage Exclusions We will not pay for:

- a. any item with an original purchase price less than Rs.2,500/-;
- b. cash, travelers' cheque(s), transportation tickets, show tickets, securities and other negotiable instruments, bullion, stamps, lottery tickets or tickets to events, admission or entertainment;
- c. art, antiques, firearms, and collectable items;
- d. furs, jewelry, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
- e. any perishable item including food, beverages, tobacco and fuel;
- f. pharmaceutical and other medical products, optical products and medical equipment;
- g. customized/personalized, unique and one-of-a-kind items;
- h. any items acquired illegally;
- i. living animals and plants;

- j. any motor vehicles including automobiles, boats and airplanes, and any equipment and/or parts necessary for their operation and/or maintenance;
- k. land, permanent structures and fixtures (including but not limited to buildings, homes, dwellings, and building and home improvements);
- l. any services you may purchase (including but not limited to the performance or rendering of labor or maintenance, repair or installation of products, goods or property, or professional advice of any kind);
- m. Internet purchases or advertisements;
- n. products purchased by a person not resident in India;
- o. shipping and/or transportation costs or price differences due to shipping, handling costs and sales tax;
- p. the price difference from an advertisement outside of India or in a Duty Free zone;
- q. used, antique, recycled, previously owned, rebuilt, or remanufactured items, whether or not knowing the item was used, antique, recycled, previously owned, rebuilt, or remanufactured;
- r. items advertised in or as result of "limited quantity," "going out-of-business sales," "cash only" or "close out" advertisements, items shown on price lists or price quotes, cost savings as a result of package offer, manufacturer's coupons, employees discount, or free items, or where the advertised price includes bonus or free offers, special financing, installation or rebate, or one-of-akind or other limited offers;
- any price difference found with an item sold as a special deal available only to the members of specific organizations or anywhere not open to the public, such as clubs and associations, other than those available with your payment card;
- t. items purchased for resale, professional, or commercial use;
- u. items advertised with rebate, redeemable manufacturer's coupon, or any refund of any sort, in which case your purchase price will be determined by taking into account any such rebate, cash back or refund.

Coverage Conditions

a. The lower price must be on a printed advertisement. The printed advertisement must be published

within 30 days of your purchase.

b. You must contact us about the claim within 7 days of printed advertisement.

c. Claim payment on any claim will not include merchant's credit, discount and/or manufacturer's rebates,

and shipping and handling fees. d. In no event will we pay more than the actual amount paid for the item.