

### **Airtel Data Rollover Offer: TERMS AND CONDITIONS**

1. The 'Airtel Data Rollover Offer' ("**Offer**") is being provided by Bharti Airtel Limited ("**Airtel**") to only Airtel postpaid subscribers in India with effect from 01<sup>st</sup> August, 2017.
2. The Offer is valid only for postpaid subscribers in India.
3. Under the Offer, the unused 3G/4G data of a subscriber at the end of a particular bill cycle is rolled over and added to the data quota for the next bill cycle.
4. A maximum of 200 GB of 3G/4G data per subscriber can be accumulated under this Offer.
5. This Offer is only applicable on the base plan data quota, and any data left unused from smartbytes, pre-on-post data packs, daily data packs etc. will not be covered under this Offer.
6. This Offer cannot be combined with any other offer provided by Airtel.
7. The benefits under this Offer are not transferable. No exchange or redemption for an equivalent cash amount or in any other form shall be allowed.
8. The accumulated data is valid only till the subscriber continues with the existing plan.
9. This Offer is only applicable if all bill payments are regularly. Once lost, the accumulated data would not be credited to the use even after payment of the pending amount.
10. This Offer cannot be combined with any other offer provided by Airtel. This Offer is not valid for special, commercial or enterprise plans.
11. These Terms and Conditions shall constitute an agreement between Airtel and each subscriber. By subscribing to the Offer, subscriber accepts the same as binding upon him/her.
12. Airtel will be entitled to postpone, suspend, modify or cancel the Offer or any aspect thereof, across the entire territories of service or any part thereof, at any time with or without notice, for any reason, including, but not limited to, acts of God, force majeure, technical difficulties, or any other reasons beyond Airtel's reasonable control. If Airtel suspends or cancels the Offer, all aspects of the Offer shall be null and void. Airtel will not be liable to compensate any subscriber for any postponement or cancellation or for any reason directly or indirectly arising out of this Offer.
13. AIRTEL HAS NO LIABILITY WHATSOEVER IN RESPECT OF ANY CLAIMS OR DISPUTES AND ANY RESULTING DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, RELATING TO THE CUSTOMER AVAILING, NOT RECEIVING OR CUSTOMER'S USE OF THE OFFER.
14. AIRTEL MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER IN RESPECT OF THE OFFER AND THE MOBILE SERVICES INCLUDING AS TO ITS FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, AVAILABILITY, DISRUPTION OR ERROR FREE OPERATION.
15. Please note that the statements in these terms and conditions do not constitute any general representation from Airtel regarding Airtel's services or its availability. Airtel's network and the provisions of the Offer is available on an 'as is where is available' basis and Airtel makes no representation,

guarantee or warranty regarding the availability, fitness for any specified purpose or error free operation of the network. Network availability may be affected due to various reasons including force majeure, acts of god, inclement weather, topographical/ geographic/ demographic factors, maintenance work, availability of interconnection with other networks, etc.

16. Any dispute or claim (contractual or non-contractual) arising out of or in relation to this agreement, including disputes as to its formation, will be governed by and construed in accordance with Indian laws. Subject to the point above, Airtel and the subscriber submit to the exclusive jurisdiction of Courts at New Delhi alone.

#### **Airtel Family Plan: Terms & conditions**

1. The 'Airtel Family Plan' ("**Offer**") is being provided by Bharti Airtel Limited ("**Airtel**") to only Airtel postpaid subscribers in India. The Offer is available on My Airtel mobile app. Please scroll to the bottom of the page to view a list of the available packs and the benefits thereunder ("**Plan**").
2. The Offer allows a post-paid user to create a '**Family**' of up to five (5) members including himself/ herself and share the benefits of his/her Plan with them.
3. Owner can suggest the numbers of proposed 'Members' to the 'Family' on the My Airtel App. Such proposed Member shall receive SMS notification by Airtel seeking confirmation to be added to the '**Family**'. Once such confirmation is given, the Member shall be added to the Family.
4. An Owner cannot create more than one Family simultaneously. Similarly, a Member can be a member/ beneficiary of only one Family at any time.
5. The Owner may propose the numbers of to be part of the family. In case of non-Airtel subscribers, MNP shall be needed to be undertaken by the proposed Member to join the Family.
6. Only one bill per 'Family' shall be generated in the name of the Owner. The Owner shall be able to allocate data for consumption to each Member through the app. The Owner shall be able to track the usage of each individual Member through app.
7. The Owner may delete the Family in whole or in part, at any point in time without the consent of the Member. A deleted member will be notified of deletion by SMS.
8. At the time of removal of a Member, the Owner shall be able to choose a plan for the Member being removed from the Family, which may be altered by such removed Member subsequently.
9. If any member of the Family, moves out of the Airtel Network of that particular circle to another network or Airtel network in another circle, they will be removed from the MyAirtel Family automatically.
10. The entire MyAirtel Family will automatically cease to exist in event of any of the following ;

- a. The Owner ceases to be an Airtel subscriber
  - b. The Owner converts to Airtel pre-paid
  - c. The Owner moves to another Airtel Circle
11. In the event a subscriber ceases to be a Member of a Family in the middle of a billing cycle, the advance rental for add on Member shall not be refunded.
12. In case of non-payment of bill, services for entire Family shall cease as per Airtel general terms of use.
13. All services to be availed of outside of India including but not limited to International Roaming are not sharable within the Family and need to be individually subscribed.
14. The Offer envisages a savings up to 20%. Savings have been computed basis the benefits of subscription to a single family plan vs. individual set of plans.
15. This Offer cannot be combined with any other offer provided by Airtel. This Offer is not valid for special, commercial or enterprise plans. However, a subscriber on a COIP connection may make a Family with regular subscribers as Members.
16. These Terms and Conditions shall constitute an agreement between Airtel and each subscriber. By subscribing to the Offer, subscriber accepts the same as binding upon him/her.
17. Airtel will be entitled to postpone, suspend, modify or cancel the Offer or any aspect thereof, across the entire territories of service or any part thereof, at any time with or without notice, for any reason, including, but not limited to, acts of God, force majeure, technical difficulties, or any other reasons beyond Airtel's reasonable control. If Airtel suspends or cancels the Offer, all aspects of the Offer shall be null and void. Airtel will not be liable to compensate any subscriber for any postponement or cancellation or for any reason directly or indirectly arising out of this Offer.
18. AIRTEL HAS NO LIABILITY WHATSOEVER IN RESPECT OF ANY CLAIMS OR DISPUTES AND ANY RESULTING DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, RELATING TO THE CUSTOMER AVAILING, NOT RECEIVING OR CUSTOMER'S USE OF THE OFFER.
19. AIRTEL MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER IN RESPECT OF THE OFFER AND THE MOBILE SERVICES INCLUDING AS TO ITS FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, AVAILABILITY, DISRUPTION OR ERROR FREE OPERATION.
20. Please note that the statements in these terms and conditions do not constitute any general representation from Airtel regarding Airtel's services or its availability. Airtel's network and the provisions of the Offer is available on an 'as is where is available' basis and Airtel makes no representation, guarantee or warranty regarding the availability, fitness for any specified purpose or error free operation of the network. Network availability may be affected due to various reasons including force majeure, acts of god, inclement weather, topographical/ geographic/ demographic factors, maintenance work, availability of interconnection with other networks, etc.
21. Any dispute or claim (contractual or non-contractual) arising out of or in relation to this agreement, including disputes as to its formation, will be governed by and construed in accordance with Indian laws.

Subject to the point above, Airtel and the subscriber submit to the exclusive jurisdiction of Courts at New Delhi alone.

### **Airtel Secure - Terms & Conditions**

1. The Airtel Secure Offer ('Offer') is being provided to Airtel pre-paid and post-paid customers in India on or after 15th April '17

2. Upon subscribing to the Offer, the customer can enjoy three-fold protective services:

- a. Mobile Repairs in case of accidental Damage – Service partner – One Assist
- b. Anti-Virus along with Malware, Theft & Web Protection – Service Partner - Norton
- c. Cloud back up with 2GB storage

The benefits under the Offer may only be enjoyed comprehensively and no single service can be de-bundled and subscribed to.

3. An Airtel customer may subscribe to the Offer by clicking on the Offer display on the MyAirtel Mobile Application from their Airtel mobile numbers and following the complete instruction for activation of all services. Please scroll down to view details of packs.

4. Only Airtel subscribers complying with the following criteria shall be eligible for the Offer:

- a. Airtel Prepaid & Postpaid (Retail / CoIP only; not applicable for data card)
- b. Device age should be less than 2 years (invoice date will be considered)
- c. Subscriber age to be over 18 years at the time of enrollment
- d. Device to be Smartphone (Android and iOS)

5. Upon completing all steps for activation, the benefits of the Pack shall continue to subsist so long as the customer continues to make payment of subscription fee / rental. The rental shall be chargeable on a monthly basis. The subscription to the Offer shall be renewed automatically each month, and the customer subscribing to the same shall receive update of same via SMS, for a period of 1 year from the date of first subscribing to the Offer, subsequent to which Airtel shall re-assess the eligibility of the customer to subscribe to the Offer for the following year in accordance with the eligibility criteria prescribed.

6. The pack would be open for subscription basis the capacity and features of the smartphone device on which it is being activated as the levels of protection varies. The subscription is available in 2 forms – Rs. 49.00 per month and Rs. 79.00 per month. The value of subscription shall be pre-determined by Airtel and may not be opted for by the subscriber.

7. Upon subscribing to the Offer, the subscription cost shall be automatically deducted from the main account balance of the subscriber in the case of pre-paid and in the case of postpaid subscriber, the same shall reflect in their bill. In the case of pre paid subscriber, if the main account balance is not sufficient, the My Airtel Application shall enable you to recharge for Rs. 50.00 or Rs. 100.00, in accordance with the requirements of your device, within the mobile application itself.

8. In the event the main account balance of the subscriber in the case of prepaid subscriber is not sufficient for deduction of subscription fee for Offer in any month, a 5-day grace period shall be provided to the subscriber to recharge, during which period the benefits of the Offer shall be suspended, and failing recharge within the grace period, the benefits of the Offer shall stand terminated. The subscriber shall be required to re-subscribe and register afresh if they chose to continue protection services under the Offer. The data on the Cloud shall be deleted within 30 days of discontinuation of subscription to the Offer. In the case of postpaid subscribers, this

grace period shall be till the customer is permanently disconnected from the Airtel network for non-payment of bill.

9. Upon successful activation of the subscription to the Offer, Airtel shall, in order to ensure compliance with Applicable Laws, be sharing with its insurance partner the following information pertaining to the subscribing customer :

- Subscriber Name
- Subscriber Contact Number
- Subscriber Email ID
- Subscriber City
- Device Purchase Date – which shall be deemed to be the date on which the particular device first latched on to Airtel network.
- Device Invoice Value – which shall be deemed to be the market value of device as on
- Device Purchase Date in accordance with the provisions of the present terms and conditions.
- Device IMEI number
- Device Make and Model

10. In the event a subscriber to the Offer wishes to claim for accidental damage to the device, they may do so only via the Web application at [www.airtel.in](http://www.airtel.in). The claim may not be initiated via the mobile application.

11. A subscriber may make a maximum of only 2 claims for damage to device, for the one year period from the date of subscription to the Offer. Additionally, a subscriber may initiate a claim only upon expiration of 15 days from the date of first subscribing to the Offer.

12. In the event of change of device by the subscriber to the Offer, the customer is required to log on to the My Airtel Application and change their device so the benefits of the Offer commence accruing in respect of the new device. The subscription amount may vary should the new device require increased / decreased amount of protection. Should the change in device take place in the midst of the billing cycle and the customer, in accordance with the provisions of these terms and conditions is required to fall in the increased / decreased plan under the Offer, the new subscription amount shall be payable however the old subscription amount paid for the month shall not be refundable.

13. The benefits of the Offer can be comprehensively enjoyed on a single device in respect of the eligible Airtel connection only and may not be used in respect of multiple devices under a single Airtel Number. The device shall be identified by Airtel basis the IMEI code reflecting in its systems.

Should a customer wish to unsubscribe to the Offer, they may do so by following the 'Unsubscribe' journey on the My Airtel Application MyAirtel app > Airtel Secure > Manage > Unsubscribe > OK or by sending SMS to 155223, or by calling 155223. Un-subscription to the Offer shall not authorize pro-rated payment of the subscription amount and the subscription amount of the entire month would be payable by the subscriber irrespective of the date of un-subscription.

15. The benefits under the Offer are available for devices purchased from authorized sales channels in India only and in respect of all major mobile brands which are serviced and repaired in India or brands that have Authorized Service center in India. Some of the brands are below mentioned: Apple, Samsung, Xiaomi, Vivo, Oppo, HTC, Sony, Google, Micromax, Xolo, Lenovo, Motorola, Asus, LETV, Nokia, Microsoft, OnePlus, Meizu and Gionee. Please scroll down for an exhaustive list of the brands covered hereunder.

16. This Offer cannot be combined with any other offer provided by Airtel.

17. These Terms and Conditions shall constitute an agreement between Airtel and each customer and by subscribing to the Offer, customer confirms the provisions of the same and accepts the same as binding upon them.

18. The terms and conditions of use of Norton as well and One Assist shall continue to be applicable to the customer and by subscribing to this Offer, the customer accepts the same as binding upon them.

19. The terms and conditions of usage of Airtel, so far as the same are not inconsistent with the present terms and conditions, continue to be applicable upon you as a user of the mobile services.

20. Airtel will be entitled to postpone, suspend, modify or cancel the Offer or any aspect thereof, across the entire territories of service or any part thereof, at any time with or without notice, for any reason, including, but not limited to, acts of God, force majeure, technical difficulties, or any other reasons beyond Airtel's reasonable control. If Airtel suspends or cancels the Offer, all aspects of the Offer shall be null and void. Airtel will not be liable to compensate any customer for any postponement or cancellation or for any reason directly or indirectly arising out of this Offer.

21. Airtel has no liability whatsoever in respect of any claims or disputes and any resulting damages or losses, whether direct or indirect, relating to the customer availing, not receiving or customer's use of the Offer or the services of Norton and / or One Assist.

22. Airtel makes no warranties or representations whatsoever in respect of the offer and the

mobile services including as to its fitness for any particular purpose, merchantability, quality, availability, disruption or error free operation.

23. Please note that the statements in these terms and conditions do not constitute any general representation from Airtel regarding Airtel's services or its availability. Airtel's network is available on an as is where is available basis and Airtel makes no representation, guarantee or warranty regarding the availability, fitness for any specified purpose or error free operation of the network. Network availability may be affected due to various reasons including force majeure, acts of god, inclement weather, topographical/geographic/demographic factors, maintenance work, availability of interconnection with other networks, etc.

24. Any dispute or claim (contractual or non-contractual) arising out of or in relation to this agreement, including disputes as to its formation, will be governed by and construed in accordance with Indian laws. Subject to the point above, Airtel and the customer submit to the exclusive jurisdiction of Courts at New Delhi alone.

25. For any customer queries please call 121 or write in to us at [121@in.airtel.com](mailto:121@in.airtel.com)

Brands covered	
Acer	LG
Apple	Meizu
Asus	Micromax
BlackBerry	Microsoft
Celkon	Nokia
Coolpad	Onida
Dell	OPPO
Gionee	Panasonic
Honor	Reliance
HP	Samsung
HTC	Sansui
I-Ball	Spice

InFocus	Swipe
Intex	Videocon
Intex	Vivo
Karbon	Xiaomi
Lava	Yu
Acer	LG
Lenovo	Zen
Letv	ZTE

## Handset Protection T&C

### 1 DEFINITIONS

1.1 "Agreed Value" shall mean the maximum insured or covered value as displayed by Airtel to the Customer and agreed by Customer at the time of purchasing the Plan. "Plan(s)" shall mean Airtel Secure Plan under which products/services may have add on components or features, details of which are mentioned in the Welcome letter kit / welcome email.

1.2 "Plan Fee" shall mean the fees charged by Airtel from time to time for the Plan(s) availed of 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.

1.3 "Plan Terms" shall mean the terms and conditions separately provided with the Terms herein which shall be specifically applicable in relation to each Plan(s).

1.4 "Insurer" shall mean the third party insurance provider as OneAssist may partner with from time to time for the add-on benefit as may be applicable to the various Plans.

1.5 "Service Partner" means any OneAssist and third party service provider or partners affiliated with OneAssist to provide service to resolve Customer Damage claims .

1.6 "Personal Information/Data" shall mean and include such personal information of the Customer relating to his/her identity and Device, in any medium.

1.7 "Service Center" means the Authorised Service Center or OneAssist Authorised Service Center used for carrying out Damage device Repair/Replacement

### 2 PURPOSE

2.1 This document gives information about Insurer, Insured, beneficiary/User and Insured Equipment etc and other Terms and Condition.

2.2 The Terms and conditions mention here-in are pertain to device damage protection only, under the Airtel secure Plan as provided by Airtel and managed by OneAssist consumer Solutions Pvt Ltd. ("OneAssist")

2.3 These terms and conditions ("Terms") shall govern the transaction between OneAssist Consumer Solutions Private Limited ("OneAssist") and the final user whose name appears on the Airtel Secure Plan membership ("Customer") in relation to the Plan(s) powered by OneAssist and marketed by Airtel.

2.4 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 are annexed as Part 2 to these Terms.

2.5 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 Plan Terms. In the event, the Customer activates the insurance by sharing device details or 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.

### 3 CUSTOMER CONSENTS AND CONFIRMATIONS

3.1 Customer shall be shown Agreed Value at the time of subscribing to the Plan. This shall be accepted by the Customer prior to subscribing to the Plan and shall not be changed at a later date under any circumstances unless the Customer initiates to upgrade/downgrade the Plan applicable only in case of change in device.

3.2 Further, the Customer has and hereby consents to allow the use of the Personal Information by OneAssist/Airtel for the purposes of providing the various services under the Plan(s) offered by OneAssist. OneAssist/Airtel respects the privacy of the Customer and the confidentiality of Customer's Personal Information so collected by OneAssist/Airtel by itself or on its behalf and shall take all reasonable steps to protect it and maintain its confidentiality.

3.3 The Customer also hereby consents to the Personal Information being disclosed by OneAssist/Airtel 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.

3.4 The Customer expressly and without limitation, consents to OneAssist/Airtel or its service partners for 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 (i) provide a record of the instructions received from the Customer and to share the same with the Service Partners, if required, (ii) allow itself or its service partners to monitor quality standards, (iii) training purposes, and (iv) abide legal and regulatory requirements.

3.5 The Customer acknowledges that OneAssist and Airtel collectively has the 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.

3.6 The Customer acknowledges that OneAssist/Airtel 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.

3.7 The Customer hereby consents to receiving periodic service related SMS / email communication from OneAssist/Airtel.

### 4 TOTAL FEES/CHARGES

4.1 Airtel shall charge the Plan Fee from the Customer for availing of the Plan(s) from time to time and for the duration of the respective Plan. The Plan Fee shall be payable in advance and the Customer may make the payment of the Plan Fee for the applicable period or authorize Airtel with appropriate debit instructions to deduct the Plan Fee from the Customer's mobile Prepaid Balance or may include in Monthly Mobile bill from time to time including applicable taxes and levies.

4.2 The Plan Fee(s) for the respective Plan(s) shall be as more particularly set out in the Plan Terms.

4.3 Activation of Airtel Secure Plan(s) is subject to realization/receipt of the Plan Fee ..



## 5 SERVICING OF CLAIMS

5.1 Servicing of the Claim under Airtel Secure Plan will be done by OneAssist consumer Solutions Pvt Ltd as per the Terms and conditions mentioned in this document.

5.2 The Customer acknowledges and understands that claim or payment of any benefit covered by an add-on group insurance cover shall be at the sole discretion of the Insurer and OneAssist/Airtel shall only provide assistance in facilitation of the claim by liaising with the Insurer.

5.3 Any claims made by the Customer under these Terms and Plan Terms shall be subject to the following:

a) The Customer having met and complied with the Terms and the Plan Terms (as applicable). 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 at a later date;

b) The Customer having provided OneAssist/Airtel with full and accurate information in connection with the coverage, as applicable;

c) The Customer having acted in a bona fide manner to make a claim;

d) The Customer having complied with the requirements of the Insurer for the purposes of processing the claim may be required from time to time. .

i. Claim form duly filled & signed by the Customer; and

ii. Self-attested Govt issued ID Proof

iii. Invoice copy

iv. Any other document or evidence as may be required by the respective Insurer.

5.4 Notwithstanding anything contained hereinabove, OneAssist/Airtel shall not be obliged to entertain any claim from the Customer unless (i) the Customer is over the age of 18 years at the time of Plan activation and a resident of India, and (ii) the Plan Fee up to the date of claim has been paid.

## 6 CANCELLATIONS/TERMINATION

6.1 Airtel will cancel the Terms and/or the Plan Terms if Airtel does not receive the Plan Fee (all inclusive) on the date it is due.

6.2 OneAssist and Airtel collectively 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 bona fide manner towards OneAssist or the Insurer including by providing false or inaccurate information;

## 7 CONFIDENTIALITY

7.1 OneAssist/Airtel shall take reasonable efforts to 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.

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/Airtel 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 terms of usage contained in the Plan Terms in relation to the use of the Plan(s).

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) which is provided complimentary to customer to provide Cashless repair facility 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 use 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, paedophilic, libellous, 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 rights;
- 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, defence, security or sovereignty of India or seditious, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable 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/Airtel 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) to the customer. OneAssist disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement. OneAssist/Airtel's total liability to the customer under the Terms and/or the relevant Plan Terms shall not exceed the Plan Fee.

10.2 In case of a claim under the add-on group insurance benefit provided with the Plan(s), OneAssist's role in discharging its obligations hereunder 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 group insurance policy.

## 11 INDEMNITY

11.1 The Customer hereby agrees to defend, indemnify and hold OneAssist/Airtel 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/Airtel or its officers or employees arising out of:

- (a) any 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 is in addition to and not in substitution of the other remedies and rights that OneAssist/Airtel 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 first class registered mail, or air mail, as appropriate, 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

P O Box No. 7417, J B Nagar Post Office  
J B Nagar, Andheri (E)  
Mumbai – 400059  
13 MISCELLANEOUS

13.1 OneAssist/Airtel will not incur any liability to the Subscriber on account of any loss or damage resulting from any delay or failure to perform all or 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.

13.2 OneAssist and Airtel collectively 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 and will be intimated to the Customer in due course. If the Customer does not accept the amendment of the Terms and/or the Plan Terms, he shall have the right to unsubscribe from the plan, however the revised Terms and condition will be deemed as accepted by the customer if he continues with the subscription.. The alteration of the Terms and/or the Plan Terms shall be deemed accepted where the Customer continues to use the service one (1) month after the amendment has taken effect.

13.3 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.

13.4 The Agreement shall be governed by the laws of the Republic of India.

13.5 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 sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be New Delhi. The language of the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties.

## Part 2: Airtel Secure Plan – Powered by OneAssist – Service Description and Terms & Conditions

Note: The terms contained herein are specific terms and conditions and should be read in conjunction with the specific features of the product purchased by you as mentioned in the Welcome email. These conditions are in addition to and not in derogation of the standard terms and conditions.

### 1. Definitions

The definitions as set out herein are in addition to the definitions as set out in the General Terms. “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. Coverage period in the Plan shall be valid for a period of 12 months (“Term”) from the subscription date subject to Terms mentioned in this document. “Mobile Phone” shall mean the mobile phone device of the Customer. The Customer can only avail of the Mobile Assist package in relation to one Mobile Phone, i.e. one Plan per Mobile Phone. “SIM Card” shall mean the subscriber identification module card of the Customer which is used by the Customer in his/her Mobile Phone. “SMS” shall mean short message service. “Telecom Service Provider” shall mean the telecom service provider (Airtel) who provides the Customer with the SIM Card and Mobile Phone connection.

### 2. Plan Features

The plan benefits mentioned here pertain to Airtel Secure Plan- Powered by OneAssist. A. 24X7 call center Assistance

i. In the event of damage of the Mobile Phone, the Customer has to call the Airtel Customer Care number to report the damage of the Mobile Phone.

B. Accidental and Liquid Damage Protection Cover: OneAssist as a Group Manager on behalf of its customers has arranged an Insurance cover with a leading Insurance Provider (‘the Insurer’). OneAssist is only the holder of the policy and you shall be the beneficiary in the event of a claim. It may be noted that OneAssist shall only facilitate the registering and processing of the claim with the Insurance Company. Claim settlement shall be at the sole discretion of the insurance company

#### INSURED EQUIPMENT:

Mobile Handset / Tablets (“device”) which is declared for Insurance and insured with the Insurance Company for a period of 1 year from the date of OneAssist membership. Mobile Handsets / Tablets up to maximum 2 years old will be considered under this policy. The device should be less than or equal to 2 years old at the time of inception of OneAssist membership.

#### SPECIAL CONDITION –

No cover applicable for Mobiles/Tablets without active SIM Accidental damage / Liquid damage: Accidental damage and Liquid Damage subject to terms, conditions, definitions and exclusions as mentioned below and as mentioned in the Master Policy. Liability would be restricted to the “Agreed Value” or “Market value”, or the

“Actual repair cost” whichever is lower. Accidental Damage mean damage to the Insured Product due to unintentional drop or collision of the Insured Product or any object falling on the Insured Product or due to accidental external means.

Fire and allied perils:

Fire & Allied Perils, RSMD, subject to terms, conditions, definitions and exclusions as mentioned below and as mentioned in the Master Policy. Liability would be restricted to the “Agreed Value” or “Market value”, or the “Actual repair cost” whichever is lower.

Coverage:

In the event of partial loss, at all times during the period of insurance of this policy the insurance cover will be reduced by the amount claimed from the agreed value. Max 2 (two) claims per customer/device is allowed under this policy within the agreed value for the term. In the event of settlement of claim on total loss basis (Full agreed value or market value), the Insurance cover offered under this policy for that particular device shall stop forthwith for remainder of the term.

If the damaged device cannot be repaired and is replaced as per the device manufacturer service policy, the policy for that particular device will stop forthwith for the term.

Transfer of Policy

Policy is not transferable. However in case of change of device, during the policy tenure, provided the new device is used with same Airtel MSISDN/Mobile Number, customer will have the option to initiate a new coverage for the new device. However, in case Airtel or One Assist has reasons to believe that the customer is misusing the damage protection coverage, Airtel reserves the right to discontinue the offer and its benefits.

Cover shall stop for the old device and no refund will be made to the customer for the earlier subscription.

All Terms and conditions would be applicable for new device and coverage to the new device would be provided for the term. Coverage to new/changed device will be eligible and affected only upon notifying the device change with new device IMEI/Serial number and the respective payment of applicable charges as per the plan by the Customer.

It is the responsibility of the customer to ensure that all the said information is made available to Airtel/One Assist. In case of non-receipt of the required information, any Insurance claim on the said device may be declined by the Insurance Company at its discretion.

Insured and Beneficiary:

Beneficiary means the buyer of the Airtel Secure Plan- Powered by One Assist, who has opted for the insurance Cover under this Policy and has got the same activated, as per the terms and conditions of this Policy, with the policy holder and the details of which are intimated to Insurer under the Declaration. It is agreed that the mobile should be in the name of Subscriber. Where the subscriber is a corporate entity, beneficiary shall mean any representative / employee of the entity authorized to use the Mobile handset/ tablet. It is also agreed that the Insured Gadget can be used by the Subscriber only or where such subscriber is a corporate entity, Beneficiary shall mean any representative/employee of the subscriber who is authorized by the subscriber to use the Insured Gadget.

Sum insured: Agreed Value as per the Airtel Secure Plan.

Geographic limit: INDIA  
device purchased abroad stand excluded

#### Basis of Damage Claim Settlement

Accidental damage to insured property shall be settled at Sum Insured or Actual Repair Cost whichever is lower and in no case will be more than the Sum insured. In cases where the cost of repair is equal to or more than 80% of Sum Insured or market Value whichever is lower the device will be considered as "BER" - Beyond Economical Repair. In case of Total loss/BER or if the device is beyond repair due to spare parts unavailability, device model being phased out in the market or other reasons, OneAssist at its discretion may choose to provide customer on case to case basis with a Replacement device (Refurbished) of same model or similar make & model or will pay the Sum Insured to the customer after deduction of excess and Salvage.

"Market Value" will be derived by Insurance Partner at the time of claim settlement will be applicable in case of BER only. For assessing the current market value of the device, the insurance company will be considering the prevailing price of the device of same or similar specification in the leading physical retail outlets.

#### Excess:

Compulsory deductible (Excess charges) is 5% of the claim amount for each and every claim. No insured event/incidence is covered for the first 15 days from the date of inception of membership. No claim will be accepted during first 15 Days after activation. Customer will be entitled for a claim from 16th Day onwards. .

#### Salvage:

The Insurer shall, upon settling the claim of admission of liability for the claim, be entitled: on the happening of loss or Damage to the gadget insured (in case of total loss / BER), to take and keep possession of the gadget damaged / recovered and to deal with the salvage in a reasonable manner. Mandatory Device related information for activating Insurance cover: It is mandatory for the Customer to provide the following device related information to Insurer for the purpose of activating Insurance cover:

- a) Name of customer
- b) IMEI no.
- c) Make and model of the device
- d) Phone number and email ID

In case of non-receipt of the above-mentioned information, any Insurance claim on the said device may be declined by the Insurance Company at its discretion. OneAssist will receive the customer details from Airtel Via Technical integration along with other required details for activating protection services. However OneAssist or Airtel will not liable in case any of the data is missed out due to Technical issue. In case of non-receipt of the above mentioned information, any Insurance claim on the said device may be declined by the Insurance Company at its discretion. In case of Apple device it is mandatory for the customer to deactivate their Apple ID from device and relevant places before submitting their device for repair/replacement. OneAssist may return the damaged device unrepaired in case Apple ID is not deactivated.

#### EXCLUDED PERILS

Fire/Accidental damage / Liquid damage: The Insurer shall not be liable for:

1. Loss or damage to the Gadget due to mysterious circumstances / disappearance or unexplained reasons.
2. Loss of Gadget resulting from or caused by theft, or attempted theft from unlocked vehicles or rooms.
3. Fraud or criminal activity on the part of the Insured and the Customer.

4. Claim on gadget during the hire or loan of the insured gadget to a third party.
5. Loss resulting from detention or confiscation by customs or other Government or public authorities.
6. Any failure of the Gadget to operate as a result of problems with respect to the network infrastructure, Customer's network subscription or similar service issues.
7. Loss of or Damage to the Gadget that is registered in the name of a Corporate Entity, unless a nominee has been appointed by them as a Bonafide user.
8. Loss arising due to any unlawful act or illegal activities including criminal acts, or acts of war or the device is used with permission of the Bonafide Customer having knowledge of such acts.
9. Consequential loss of any kind or description.
10. Liability to any party of any nature including but not limited to liability of Authorised Service centre to other parties.
11. Loss or damage caused by incorrect storage, poor maintenance, wilful negligence, incorrect installation, incorrect set-up, unless the authorised Service Centre representative would confirm otherwise with due substantiation.
12. Loss or damage as a result of attack by unauthorised software/virus, software faults and manufacturing defect owing to which a gadget fails to operate.
13. Loss or damage that is covered by a supplier, dealer or factory warranty.
14. Any loss if the ownership of the gadget is transferred.
15. Any consequence arising from War, War like operations (whether War declared or not) , Act of Foreign Enemy, Hostilities, Civil War, Rebellion, Insurrection, Civil Commotion, Military usurped power, Seizure, Capture, Confiscation, Arrest. Restraints and or Detainment by order of any Government or any other Authority.
16. Any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radioactive or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.
17. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials, Wear and tear, moth, vermin or gradual deterioration, inherent defect or from any process of cleaning or repairing or renovating or maintenance.
18. Any type of self-repair or attempted self-repair.
19. Mechanical or Electrical Breakdown or electronic derangement or malfunction unless caused by an external accidental means or liquid.
20. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
21. Intentional overloading of the instrument. Loss or damage due to any experiments or tests and/or alterations resulting into any abnormal conditions.
22. Cost of Replacement of Battery unless caused by an accidental or liquid damage to the Gadget.

23. Any damage or loss occasioned from any water borne craft, unless such damage is caused by the accidental ingress of liquid/water, and if the Customer has taken reasonable care to protect the Gadget from damage.

24. Any manufacturing defect which is covered under Manufacturer's warranty Product defects whether latent / inherent or not.

25. Any loss of or damage to the SIM card / memory card unless caused by an insured peril.

26. Loss or damage to accessories unless they are attached to the Gadget.

27. Internal leakage of the battery, unless caused by an insured peril. Theft or Damage occurred while the Gadget is situated outside India providing the Customer is a Non Resident Indian.

28. Any instance where you are not a resident of India at the time that the Theft or Damage occurred.

29. Any type of SIM / airtime misuse or consequential loss thereof.

30. Any loss the named Customers may suffer or cost to the Customer for:

- Damage to or Theft of, or costs or charges, when repairing or replacing aerials or battery chargers where these items are the only part of the gadget that have been Damaged or stolen;

- Any Damage or Theft caused by any deliberate act or negligence by the Insured Member(s), their employees or any person using the gadget with their permission;

- Costs or charges when replacing car kits or car Devices and other accessories which can no longer be used with the gadget;

- Costs involved in returning the gadget for repair, or collecting the gadget once it has been repaired;

- Costs caused by the gadget being routinely serviced, inspected, adjusted or cleaned;

31. Any loss related to indemnification for the Value added services

32. The Insurer shall not be liable for any loss or damage claim due to the inability of the Customer and insured to submit either of the claim processing and claim payment documents required by the Insurer for processing the Claim

33. The policy shall not be liable for any claim if information has intentionally been withheld or incorrect information or misrepresentations have been intentionally given that are of significance to the assessment of the claim

34. Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and / or the agents of makers/manufacturers or use of such property contrary to the directives of the makers/manufacturers and/or their agents.

35. Scratching, denting. Cracking is excluded unless caused by accidental external means

36. Loss or damage due to theft or attempted theft by any employees of the insured or loss or damage occasioned through the wilful act of the insured or any employee or the wilful act of any other person with a connivance of the insured or any employee.

37. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.



38. SIM used in the damaged/theft device is in the name of person other than Subscriber or his/her spouse/parents and legitimate children In any action suit or other proceeding where the company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

Insurance Claims process:

A. Accidental / Liquid damage: This refers to loss to customer's mobile handset due to accidental / liquid damage

Pre-requisite for claim processing:

1. Claim form duly filled and signed along with discharge Voucher
2. Images of damaged device with clear image of IMEI no.
3. Payment for deductibles / excess
4. Device Purchase Invoice. In absence of Purchase Invoice, customer will submit the self-declaration in the format prescribed.
5. Govt. issued ID proof- self attested

Process flow:

- a. In case of accidental and liquid damage to the device, Customer is required to call Airtel call center on toll free no. 121 or login to [www.airtel.in](http://www.airtel.in) within 48 hours of discovering the damage
- b. Airtel team registers the service request and guide the customer to file the claim online and upload all required documents as stated above.
- c. OneAssist will verify the documents uploaded by the customer and if the same are in order will trigger request to its Service Partner for collecting the damage device from the Customer, otherwise, OneAssist will inform customer about deficiencies in the documentation which will have to be rectified by the customer.
- d. Customer should provide all required documents to OneAssist within 48 Hrs of filling the claim. OneAssist reserve the right to close such claims where the required documents are not received despite of regular follow-up and reminders, within 21 days of registering the claim.
- e. Service Partner will fix an appointment with the customer for collecting the damaged device, original claim documents including discharge voucher (refer list above) and the amount of deductible as applicable within 48 hours of submitting scanned images to OneAssist. It is important to note that only on receipt of all complete original documents including amount payable by the Customer, claim process will be taken forward. Different Pickup Scenarios: The Pickup and Delivery of Customer's device will happen as per the given below Scenarios.

Scenario 1- Doorstep service:

Service Description: In this scenario, OneAssist will arrange for pick-up of the damaged handset from the customer and also deliver the repaired handset to the customer. City name: The city list of Doorstep service can be downloaded from [www.oneassist.in](http://www.oneassist.in) the city list will be updated from time to time.

Scenario 2 – Mail in Process:

Service Description: In this scenario, OneAssist will arrange for courier pick up of the damaged handset from the customer premise, arrange for the repair and delivery of repaired handset back to the customer location. Locations covered: Other than locations covered under Doorstep service

### Scenario 3- Out of service Location

In this scenario where the device can't be picked up through doorstep or courier pick up, due to lack of such courier services by logistics and courier partners in these locations, Customer will be required to courier the damaged device along with the completed documents to nearest OneAssist hub, as guided by OneAssist. OneAssist will reimburse such cost of dispatch incurred by customer up on submission of the actual bill. In these locations, even customer can go ahead and repair the device on their own with due approval on the insurance claim on the repair estimate from OneAssist. In such repairs, customer will have to submit the repair invoice to claim the reimbursement, subject to prior approval for the repair is obtained and all required documents are in order.

f. Service Partner will submit the handset at the service center for repairs; get an estimate for repairs along with the tentative timelines for repairs with 48 hours of submitting handset to the service center

g. On receipt of approval from the Insurance Company, OneAssist will communicate the amount of approval to the customer:

i. If the amount of approval is lower than the estimate amount, OneAssist will take an approval from the customer on a recorded line. If the customer accepts to pay the differential amount (ie Estimate amount less Claim approval amount) then OneAssist will instruct its Service Partner to collect the amount from the customer along with any pending documents. On confirmation of receipt of money to the Service Partner's account, OneAssist will instruct the repair center to repair the damaged handset of the customer

ii. If the customer does not agree to pay the differential amount, then OneAssist will handover the handset to the customer without repairing the same.

h. If the repair estimate is more than Rs. 20,000/-, then Insurance Company will arrange for a Surveyor visit. OneAssist will co-ordinate with the Insurance Company and the Customer for such visit. Basis the Surveyor report, OneAssist will co-ordinate with the Insurance Company for the approval of the repair estimate and inform the customer on the status of the repair claim

i. On confirmation of repair of the handset by the service center, OneAssist will instruct its Service Partner to collect the same from the repair center and deliver it to the customer with an acknowledgement from the customer the delivery of repair device will also happen as per the Pickup scenario mentioned above.

### NOTICE OF CLAIM:

The Customer must do the following:-

1. Inform OneAssist within two working days of discovering the loss or damage
2. Beneficiary to submit all documents with 21 working days from date of notification of the incident to OneAssist.
3. In the event where customer has failed to submit the required document within 21 Days, Airtel/OneAssist reserve right to close the customer claim.
4. OneAssist to register claims with Insurer within two working days of receipt of all documents from beneficiary <
5. Submit claim form with the relevant documents as noted in the claim form at the earliest
6. Beneficiary to submit the Gadget, if BER (Beyond Economic Repairs) to the Insurer through OneAssist. The same is optional though and subject to Salvage as mentioned in the Policy.
7. Cooperate with the Surveyor / Investigator if appointed.
8. The Customer shall produce for the Insurer's examination all pertinent documents at such reasonable times and shall co-operate with the Insurer in all matters pertaining to any Claims. Failure to comply with this condition may

prejudice the Claim. Filing a false or a fraudulent Claim will invalidate the Claim and result in the Insurer rejecting the Claim and any other action deemed fit.

ALL COMPLETED CLAIM DOCUMENTS TO BE SUBMITTED WITH IN 21 DAY.

Conditions:

For avoidance of doubt, In the event of the insured mobile phone being destroyed by the operation of insured perils, the liability of the company shall be limited to the Invoice value or Market value or Sum Insured whichever is lower subject to depreciation as applicable.

DUTY OF THE CUSTOMER:

The Customer shall take all reasonable precautions for the safety and protection of the insured Gadget at all times as if the Gadget was uninsured.

DISPUTES & JURISDICTION:

Any disputes or differences under this policy shall be subject to the exclusive jurisdiction of Courts in New Delhi, India.

INTEREST: No sums payable under this policy shall carry interest.

OBSERVANCE OF TERMS & CONDITIONS:

The due observance and fulfilment of the terms and conditions and endorsements of this policy in so far as they are relating to anything to be done or complied with by the insured shall be condition precedent to any liability of the insurer to make any payment of the policy only.

#### **International Roaming – Terms & Conditions**

1. The Airtel International Roaming Value Offer ('Offer') is being provided to Airtel customers travelling to select locations on or after 12:01 AM on 1st Apr, 2017.
2. Upon subscribing to select packs forming part of the Offer, an Airtel customer shall, in accordance with the respective pack being opted for, benefit from discount on charges for calls and SMS while travelling. Please scroll down to view details of packs and respective Partner Network Service Providers.
3. In the event a customer does not activate any of the packs forming part of the Offer, and travels to any of the countries covered by the Offer with International Roaming service activated, Airtel shall automatically accrue unto the customer the benefit of the One Day Pack in respect of the particular country as soon as the monetary usage of the customer reaches the value of the One Day Pack. This automatic accrual shall be in respect of the specific day only and the customer shall be able to benefit from the provisions of the One Day Pack for that day. The customer shall revert to the billing charges of applicable international roaming the next day till such time that the customer reaches the trigger amount for the automatic accrual for benefit of the One Day Pack.
4. There is no requirement of activation of International Roaming service for subscribing to any pack under the Offer. However, if the customer on International Roaming benefits from the automatic accrual of the Offer as per the previous Term hereto, there shall not be a waiver of the service charge for International Roaming.

5. Once the Airtel customer returns to India, the benefits of the pack shall cease and the customer shall automatically revert to the base plan opted for prior to the Offer, unless another plan is opted for.
6. This Offer cannot be combined with any other offer provided by Airtel.
7. An Airtel customer may subscribe to the Pack by calling the customer service helpline 121 in India, or dial toll free number 9910099100 from an international location or by visiting [www.airtel.in/IR](http://www.airtel.in/IR) and subscribing to the plan for their desired destination. For company paid connections customers need to contact their company coordinator for the activation of the pack.
8. In order for an Airtel customer to benefit from the Offer, the customer should subscribe to the Offer at least 24 hours prior to departure from India. Irrespective of the time of subscription to the pack, the activation of the pack shall only take place upon commencement of usage in an international location. Example: In case of 30 day pack: Consumer makes first usage (incoming/outgoing/data/SMS etc.) and has 30 days pack on 24th July 2016 then it will be valid for next 30 days i.e. up to 22nd Aug 2016.
9. The activation – automatic or otherwise and calculation of usage of the packs forming part of the Offer shall be basis the time zone of the country / countries being visited.
10. The pack once opted by the customer under the present Offer, is auto renewed if post the pack validity mobile services are used while outside India. In case of daily pack, the customer would be charged for each day customer uses abroad.
11. Pack benefit is for the validity specified irrespective of the bill cycle.
12. Prepaid IR pack validity starts from date/time of recharge and not upon commencement of usage.
13. Postpaid customers need to activate IR services which are charged at a monthly rental of Rs.149 to be able to use mobile services abroad, charges of the IR services would be waived off in case customer activates a pack. For Prepaid customer IR service charge is Rs.99 per month which is deducted as soon as the customer uses mobile service(OG Voice or SMS)/data/voice IC) abroad irrespective of the fact if customer has or hasn't taken an IR pack.
14. No manual network selection is needed as packs are applicable across all operators in the covered countries.
15. The benefits of the pack subscribed to can be seamlessly enjoyed in all countries covered under the respective block. Multiple packs need not be taken. Example : If a customer subscribed to pack under Block B, they may enjoy the benefits of the pack seamlessly in USA, Canada and all other countries under the block. However, if the customer latches on to the network belonging to a country not covered under the Block subscribed to, charges as per the tariff plans of the network latched on shall be payable.
16. Data services can be switched off from the mobile handset in case customers do not wish to use mobile internet while roaming.

17. The benefits of the Offer are not applicable for premium rate Numbers / Maritime / Satellite / Aero Mobile / Ship Cruise or Immarsat.
18. Airtel Customers in Bihar, West Bengal, North East and Assam, Orissa may be required to change their SIM for enjoying the benefits of the Offer. For more details, please visit the nearest Airtel store before your travel or call on 121 prior to your travel.
19. Data barring request to Airtel for local usage is different from data barring request to Airtel for international roaming. In the event an Airtel Customer has engaged the Data Barring service via Airtel in India for local usage, the same shall not be applicable while on roaming, and data remains "ACTIVE" on customer's number once connecting to the network in an international location. In case the customer wants to deactivate data services while on international roaming, the same needs to be done from the handset or by calling the customer care and specifically requesting data barring while on international roaming.
20. Once a subscriber gets data barring when on international roaming activated by Airtel, the deactivation of same needs to be specifically requested by calling the customer care irrespective of the amount of time that may have lapsed since the service was first activated. Activation of pack under Offer shall not automatically de-activate the data barring on international roaming.
21. Usage in international roaming is shared with Airtel by international operators. In case there is a delay in sharing this information, the usage charges may display in the subsequent bills (upto 3 bills). (Applicable for postpaid customers)
22. After consumption of applicable benefits of the subscribed pack, reduced rates will apply as per the pack selected by customer.
23. Caller Line Identification Number (CLI) is not guaranteed while the packs forming part of the Offer are active.
24. Video Calls feature provided by select international telecom service providers are NOT guaranteed on international roaming but might be successful in some networks. Video calls if successful will be charged as per the visited network tariff Type of calls (Outgoing local/ national / international, incoming) and will be controlled by the roaming partner.
25. In case call divert or VMS is active on a mobile number, customer will be charged for both Incoming and Outgoing leg as per IR rates, if call gets diverted as per divert conditions. Customer must cancel the same by dialing ##002# before leaving home network.
26. Airtel bears no responsibility for the network quality of the select partner network service providers in the respective locations.
27. These Terms and Conditions shall constitute an agreement between Airtel and each customer and by subscribing to the Offer, customer accepts the same as binding upon him/her.

28. The terms and conditions of usage of Airtel, so far as the same are not inconsistent with the present terms and conditions, continue to be applicable upon you as a user of the mobile services.
29. Airtel will be entitled to postpone, suspend, modify or cancel the Offer or any aspect thereof, across the entire territories of service or any part thereof, at any time with or without notice, for any reason, including, but not limited to, acts of God, force majeure, technical difficulties, or any other reasons beyond Airtel's reasonable control. If Airtel suspends or cancels the Offer, all aspects of the Offer shall be null and void. Airtel will not be liable to compensate any customer for any postponement or cancellation or for any reason directly or indirectly arising out of this Offer.
30. AIRTEL HAS NO LIABILITY WHATSOEVER IN RESPECT OF ANY CLAIMS OR DISPUTES AND ANY RESULTING DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, RELATING TO THE CUSTOMER AVAILING, NOT RECEIVING OR CUSTOMER'S USE OF THE OFFER.
31. AIRTEL MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER IN RESPECT OF THE OFFER AND THE MOBILE SERVICES INCLUDING AS TO ITS FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, AVAILABILITY, DISRUPTION OR ERROR FREE OPERATION.
32. Please note that the statements in these terms and conditions do not constitute any general representation from Airtel regarding Airtel's services or its availability. Airtel's network is available on an 'as is where is available' basis and Airtel makes no representation, guarantee or warranty regarding the availability, fitness for any specified purpose or error free operation of the network. Network availability may be affected due to various reasons including force majeure, acts of god, inclement weather, topographical/geographic/ demographic factors, maintenance work, availability of interconnection with other networks, etc.
33. Any dispute or claim (contractual or non-contractual) arising out of or in relation to this agreement, including disputes as to its formation, will be governed by and construed in accordance with Indian laws. Subject to the point above, Airtel and the customer submit to the exclusive jurisdiction of Courts at New Delhi alone.

**Smart Pack Details:**

	Zone A			Zone B			Zone C			Zone D		
Validity (days)	1	10	30	1	10	30	1	10	30	1	10	30
Rental (Rs.)	499	1199	2499	649	2999	3999	649	2999	3999	999	3999	6999
Data	500 MB	3GB	5GB	500 MB	3GB	5GB	500 MB	3GB	5GB	500 MB	3GB	5GB
SMS	100			100			100			100		
local + india call (mins)	100	250	500	100	250	500	100	250	500	100	250	500
incoming calls	unlimited			unlimited			unlimited			unlimited		
	Rate post pack benefit			Rate post pack benefit			Rate post pack benefit			Rate post pack benefit		
Data (Rs/mb)	3			3			3			10		
SMS(Rs/sms)	3			3			3			10		
Call to India(Rs/min)	3			3			12			35		
Local Calls(Rs/min)	3			3			12			35		
Incoming Calls(Rs/min)	NA			NA			10			25		
International calls(Rs/min)	35			35			35			35		
	Countries covered			Countries covered			Countries covered			Countries covered		
	Australia	Bangladesh	Malaysia	albania	hungary	new zealand	Brazil	Japan	Jordan	afghanistan	gabon	paraguay
	Singapore	Sri Lanka	Thailand	austria	indonesia	norway	Nepal	Qatar	Saudi Arabia	argentina	ghana	peru
				bahrain	ireland	philippines	Russia	UAE		azerbaijan	guatemala	puerto rico
				belgium	israel	poland				belarus	honduras	seychelles
				brunei	italy	portugal				bhutan	kazakhstan	sierra leone
				bulgaria	jersey	romania				cambodia	kenya	south africa
				canada	korea	serbia				chile	madagascar	tanzania
				china	kuwait	slovakia				colombia	malawi	tchad
				croatia	latvia	slovenia				congo	moldova	uganda
				czech	Liechtenstein	spain				congo republic	myanmar	ukraine
				denmark	lithuania	sweden				costa rica	nicaragua	uruguay
				estonia	luxembourg	switzerland				dominican republic	niger	vanuatu
				finland	macau	taiwan				ecuador	nigeria	zambia
				france	malta	turkey				el salvador	oman	
				germany	Mauritius	united kingdom				fiji	panama	
				greece	mexico	USA						
				hong kong	netherlands							

- Rentals shared above are for Postpaid IR pack, Prepaid pack rentals may vary.

### Countries covered

Afghanistan	Congo republic	Indonesia	Mauritius	Romania	Uganda
Albania	costa Rica	Ireland	Mexico	Russia	Ukraine
Argentina	Croatia	Israel	Moldova	Saudi Arabia	united kingdom
Australia	Czech	Italy	Myanmar	Serbia	Uruguay
Austria	Denmark	Japan	Nepal	Seychelles	USA
Azerbaijan	Dominican republic	jersey	Netherlands	sierra Leone	Vanuatu
Bahrain	Ecuador	Jordan	new Zealand	Singapore	Zambia
Bangladesh	el Salvador	Kazakhstan	Nicaragua	Slovakia	
Belarus	Estonia	Kenya	Niger	Slovenia	
Belgium	Fiji	Korea	Nigeria	South Africa	
Bhutan	Finland	Kuwait	Norway	Spain	
Brazil	France	Latvia	Oman	Sri Lanka	
Brunei	Gabon	Liechtenstein	panama	Sweden	
Bulgaria	Germany	Lithuania	Paraguay	Switzerland	
Cambodia	Ghana	Luxembourg	Peru	Taiwan	
Canada	Greece	Macau	Philippines	Tanzania	
Chile	Guatemala	Madagascar	Poland	Tchad	
china	Honduras	Malawi	Portugal	Thailand	
Colombia	Hong Kong	Malaysia	Puerto Rico	Turkey	
Congo	Hungary	Malta	Qatar	UAE	

### **Calls – Terms & Conditions**

1. Incoming and Outgoing calls on National Roaming are free only on selected infinity postpaid plans. Visit [airtel.in/infinity](http://airtel.in/infinity) for details of tariff
2. Outgoing Local & STD calls are free only with selected infinity postpaid plans. Visit [airtel.in/infinity](http://airtel.in/infinity) for details of tariff.

### **Live TV & movies is Free - Terms & Conditions**

1. Only the content subscription charge to Airtel TV is waived off. Data charges to apply as usual.

### **30 GB Bonus Data on Infinity plans**

1. Bonus Offer - 10GB per month for 3 months
2. All new acquisitions from 15th April onwards will be offered 10GB per month for 3 bill cycles on  $\geq 499$  rental @ no extra cost
3. Customers will not have to pay any extra cost
4. Offer is valid only for 4G handsets
5. Offer applicable on all segments
6. In case customer downgrades the bill plan, the offer will be removed automatically and customer will not be able to take the offer again
7. Offer is applicable for all acquisitions, MNP (Excluding NMNP), P2P
8. For myPlan customers, customers will have to take 3G Data freebies in order to be eligible for the offer. If customer takes 2G freebie or No data freebie, this benefit will not work
9. For myPlan family, the data is shareable with family
10. The data will be applicable only for 4G handsets
11. After 3 months, the offer will automatically be withdrawn
12. Offer will be provisioned within 96 hours of activation
13. Customer will be sent an sms regarding the activation of the plan
14. If customer does not get the offer post 96 hours, customer can register a complaint on 121. If customer meets the above criteria, benefit will be provisioned