

## OYO Swift Program

The OYO Swift Program (“**Program**”) is a mechanism that OYO Hotels and Homes Private Limited ("OYO," "we," "us," or "our") may provide to Guests who have booked Accommodations through OYO Platform.

### 1. Purpose of the Program and Terms:

- 1.1 Help guests, booking through the Platform, during their stay when they experience unforeseen events.
- 1.2 Program is free of cost to guests and not an insurance policy. Guests are strongly encouraged to secure their own insurance. Program is for the benefit of guests alone and does not create any third party rights.
- 1.3 Based on the information and supporting documents provided by the guest, we reserves the right to offer partial or full assistance to guests at our sole discretion.
- 1.4 The Program aims to offer assistance only under "Unforeseen Events" section. We reserves the right to discontinue or terminate the Program at any time.

### 2. General Terms and Conditions and Eligibility

- 2.1 Occurrence of an Unforeseen Events should be communicated by Guest to OYO and OYO Patron immediately and in any case prior to check-out to the OYO Patron and the same should be acknowledgement by the OYO Patron.
- 2.2 You must be a registered OYO Customer and an adult who complies with booking terms and conditions, Guest Policy, etc.
- 2.3 Guests staying at Accommodations of OYO-network hotel or property during the period for which the reimbursement is sought .
- 2.4 Reimbursement is available, subject to terms herein contained, during your stay from check-in to check-out. Reimbursement claims are only available to guests who are staying at the Accommodation. Regarding hospitalization reimbursements, guests must have a minimum hospital stay of 24 hours.
- 2.5 OYO may process the reimbursement subject to the verification of facts.
- 2.6 OYO's liability is limited and capped at the specific amount as mentioned above and OYO does not take any responsibility or obligations for any other or higher amount than those explicitly mentioned above.
- 2.7 No amounts payable by OYO under this Program shall carry any interest, whatsoever. Any tax payable on any financial assistance or reimbursement disbursed by OYO under the Program shall be to the account of the OYO Customer.
- 2.8 Reimbursements under the Program maybe subject to applicable tax deduction at source.

### 3. Unforeseen Events:

Unforeseen Events	Upper Limit of Program Reimbursement Per Booking (INR)	Additional Terms
Accidental Medical Expenses Reimbursement	₹ 25,000	For Injury incurred during the stay at the Accommodation, as a direct result of accident inside the Accommodation.

		Guests must have a minimum hospital stay of 24 hours
OPD Treatment Reimbursement	₹ 5,000	For Injury incurred during the stay at the Accommodation, as a direct result of accident inside the Accommodation.
Loss of Baggage and Personal Effects Reimbursement	₹ 10,000*	<p>Provided the articles were lost or stolen inside the Accommodation and was not left unattended in a public place as evidenced by an FIR. Any loss after check-out from OYO is not eligible under the Program.</p> <p>* Sub-limits:</p> <ul style="list-style-type: none"> <li>• Loss of Baggage and Personal Effects: ₹ 5000</li> <li>• Loss of important document: ₹ 5000</li> <li>• PAN Card: INR 500</li> <li>• Driving License: INR 1,500</li> <li>• Passport: INR 5,000</li> <li>• Disclaimer: Any loss of valuables, money, any kinds of securities or tickets are not eligible under the Program.</li> </ul>
Electronic Equipment Reimbursement	₹ 37,000*	<p>*There are three sub-limits for the reimbursement:</p> <ul style="list-style-type: none"> <li>• Theft of Laptop: Up to ₹ 25,000</li> <li>• Theft of Mobile Phones: Up to ₹ 10,000</li> <li>• Theft of other electronic equipment: ₹ 2,000 (Fixed)</li> </ul> <p>Reimbursement requirements:</p> <ul style="list-style-type: none"> <li>• Provided the articles were lost or stolen inside Accommodation and was not left unattended in a public place and as evidenced by FIR. Any loss after check-out from OYO is not eligible under the Program. Invoices are mandatory.</li> </ul>

4. **Disclaimer:** By participating in the Program or raising a reimbursement request, Guests acknowledge and agree that we do not operate these OYO-network hotels or property and are not liable for any issues related to their operations, services, or liabilities. Reimbursements, if any, made under the Program are not an admission of any liability by OYO and/ or OYO-network hotel or property. The Program is merely a facilitation measure for better guest experience, guest relationship and future bookings.

5. **Procedure and Documents:**

- 5.1 *If you wish to apply for a reimbursement under the Program, please contact Customer Support at [Customer.support@getswiftcover.com](mailto:Customer.support@getswiftcover.com). We will be happy to assist you!*
- 5.2 To file a *reimbursement*, guests must:
- Report the event to the hotel staff immediately.
  - File a police report if applicable.
  - Submit the following documentation to OYO within 30 days of the event:
  - A copy of the police report (as applicable)
  - Proof of ownership of lost or stolen item along with its invoice

- f. Itemized receipts for any medical expenses incurred
    - g. Any other documentation that OYO may reasonably require
  - 5.3 Your Duty:
    - a. Answer all questions posed by OYO honestly and accurately.
    - b. Disclose any information that may be relevant to OYO's decision on whether to approve the reimbursement.
    - c. Take reasonable care to prevent losses.
- 6. **Decision and Payment Timeline:** OYO will review applications on a case-by-case basis and aims to decide within 60 days of receiving all required documentation. If the reimbursement is approved, OYO will make the ex-gratia payment within 90 days of the decision.
- 7. **Waiver:** By participating or making a request for reimbursement under the Program, Guests or OYO Customers waive all claims against OYO relating to the Unforeseen Event. This waiver includes, but is not limited to, claims for negligence, breach of contract, injury, loss, death or disability.
- 8. **Governing Law and Arbitration:** This Program is governed by and construed in accordance with the laws of India. Disputes arising out of or in connection with this Program shall be finally and conclusively settled by arbitration in Delhi, India in accordance with the Arbitration and Conciliation Act for the time being in force, which rules are deemed to be incorporated by reference into this clause. The arbitration tribunal shall consist of a sole arbitrator appointed in accordance with Arbitration and Conciliation Act 2019. The language of the arbitration shall be English. The cost of the arbitration shall be borne by the Guest.
- 9. **Data Sharing and Processing:** By participating in this Program, You agree that OYO and its affiliates may collect, share, and process Your personal data. OYO and its affiliates will use Your personal data only for the purpose of administering and processing Your reimbursement. OYO and its affiliates may write to you or call you in relation to the Program.
- 10. **Confidentiality:** All information and documentation exchanged in connection with this Program, , supporting documentation, and the arbitrator's award (if any), shall be confidential and shall not be disclosed to any third party without the prior written consent of both parties, except as required by law. You agree to refrain from making any public statements, misinformation or wrong factual statements or taking any actions that could reasonably be interpreted as disparaging OYO, its affiliates, or their products or services.
- 11. **Definitions: For the purposes of the Program, the following words shall have the meanings as below:**
  - 11.1 “**Accommodation**” means the room(s) booked by guest for its stay at OYO-network hotels or property offering temporary overnight lodging for which a fee is paid, and reservations are required and is.
  - 11.2 “**OYO Patron**”, means the owner, lessor or operator of the Accommodation who entered into an agreement and created an account with OYO Hotels and Homes Private Limited or its associate companies or affiliates to on-board the Accommodation on the OYO Platform.
  - 11.3 “**OYO Customer**”, “**Guest**”, “**You**”, "or "**Your**" means an individual who has created an account on the OYO Platform and / or has a valid booking for an Accommodation through the OYO Platform.
  - 11.4 “**OYO Platform**” means the website [www.oyorooms.com](http://www.oyorooms.com) and its subdomains, mobile apps, mobile website and APIs and includes third party online travel agents through which OYO may make Accommodations of OYO-network hotels available for booking.