

Terms and Conditions
for
Accidental Damage & Robbery Insurance
for Mobile Phones and Tablets

1. DEFINITIONS

1.1. General Definitions.

- **Insurance Certificate:** The document(s) containing the conditions governing this insurance including but not limited to the Terms and Conditions for the Accidental Damage Robbery or Burglary insurance for mobile phones and tablets.
- **Insured Person:** The natural or legal person identified in the Insurance Certificate, that purchased the new mobile phone or the new tablet, included under the cover of this Insurance Certificate, and who is entitled, where fitting, to the rights derived from the insurance certificate.
- **Insurer:** SOLIDARITY BAHRAIN B.S.C located in the Kingdom of Bahrain; the insurance company issuing the policy and the Insurance Certificate.
- **Incident:** A claim related to the Insurance Certificate raised by the Insured Person to the Assistance Company claiming the benefit of such Insurance Certificate.
- **The Assistance Company:** Gulf Assist B.S.C. (c), the company providing the benefits described in the Certificate directly or by means of its network.
- **Insured Good:** the new mobile phone or tablet, which is the subject of the Insurance Certificate.
- **Accidental damage:** means accidental physical breakage, destruction or failure of your covered product(s) due to an unforeseen event which causes physical damage to the Insured Good and that prevents it from operating correctly.
- **Intentional damage:** Means any loss arising out of any act, or wilful neglect by the Insured Person to commit or conspire to commit with the intent to cause a loss, including imposition of any abnormal conditions to the Insured Good.
- **Purchase price:** Means the price effectively paid by Insured Person and as evidenced on the sales receipt or invoice, for the Insured Good. The price includes any duty, levy or tax raised by any competent authority in the Kingdom of Bahrain.
- **Age:** References in this insurance certificate to Age will be understood from the period running from the date of purchase of the Insured Good.
- **Abrasion means:** The process of scraping or wearing down by friction. A wearing, grinding, or rubbing away by friction which in any instance don't arise as a result of the normal wear and tear of the Insured Good
- **Economic Limit:** means the thresholds set forth in the conditions of this insurance certificate, or relevant plan, and which represent the maximum benefits covered under each Insurance Certificate.
- **Negligence:** means a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons or a property.
- **Breakdown:** Any deterioration or destruction of the Terminal that is the result of some external, accidental, unpredictable cause and prevents the Terminal from functioning correctly partially or completely. A breakdown event shall not be deemed a Force Majeure event.
- **Robbery:** Means the taking of the Insured Good from the Insured Person using violence, threats or intimidation.
- **Burglary:** Means (1) the forcible entry or exit of premises and (2) taking away illegally the Insured Good from the Insured Person. Visible signs of forced entry must be present in order for loss to be covered.

2. OBJECT AND SCOPE OF INSURANCE

2.1 Accidental Damage

Subject to sections 3, 4, 5 and 6 below, the Insurer shall bear the costs of repairing or replacing the Insured Good, in case Accidental Damage, as a result of the following sudden causes:

- Sand damages.
- Water damages.
- Damages caused by humidity.
- Damages caused by dropping or impacts.
- Abrasion.
- Accidental damage due to Robbery or Burglary.

2.2 Robbery and Burglary

Subject to section 3, 4, 5 and 6 below, and in case of Robbery or Burglary the Insurer shall bear the costs of replacing the Insured Good. The insurer have the right of providing the Insured with a refurbished device when having the option.

3. ECONOMIC LIMIT

These covers set out in section 2.1 & 2.2 above are limited to:

1. Labour cost for the repair or replacement of the faulty or damaged part(s) on the Insured Good
2. The cost of the part(s) used to replace the faulty or damaged part(s).
3. The replacement of the Insured Good within identical or a similar device with equivalent characteristics and quality in case of Robbery or Burglary.
4. The replacement of the Insured Good with an identical or similar device having equivalent characteristics and quality in case of Accidental Damage, when the Insured Good is not repairable, or in case the cost of repairing the Insured Good is higher than its replacement.
5. Subject to sub-section 6 below, at the time of the claim the total amount of repairs and/or replacement should not exceed the original Purchase Price of the Insured Good.
6. The total amount payable by the Insurer in the case of repair or replacement of the Insured Good (mobile and Tablet) will be subject to the following excess/deductibles:

Program 1

Type of Cover	Deductible
Full Cover	NIL
Basic Cover	NIL

Program 2

Type of Cover	Deductible
Full Cover	BHD 25
Basic Cover	BHD 25

Program 3

Type of Cover	Deductible
Full Cover	BHD 50
Basic Cover	BHD 50

4. FORMALIZATION AND DURATION

- 4.1 The Insured Person may subscribe an Accidental Damage & Robbery or Burglary for 12 months, the details of which are set out in sub-section (6) above.

5. CONDITIONS

- 5.1 This insurance is not transferable to any subsequent owner of the Insured Device.
- 5.2 The Insurance Certificate must be purchased within a maximum of fifteen (15) working days from date of purchasing the Insured good, subject to pre-inspection of the device if the policy is not purchased in the same moment as the device.
- 5.3 This Insurance Certificate is not renewable.
- 5.4 Apple tablets are not eligible for Basic Cover.
- 5.5 The device besides the general information must be identified on the Insurance Certificate with the following: IMEI (International Mobile Equipment Identity) for mobile phones /ESN or IMEI number sticker for tablets (and if having phone function, must also include IMEI).
- 5.6 According to the Cover purchased, the Insured Person is entitled to the maximum of the following for the duration of the Insurance Certificate:
- Repair Event(s): 2 – for Full Cover & Basic Cover
 - Replacement Event: 1 – for Full Cover only
- 5.7 The maximum limit for the repair or replacement costs for the whole duration of the Insurance Certificate will be in any case, the purchase value of the Insured good.
- 5.8 The Insurance Certificate shall automatically terminate upon claiming 2 repairs or when the insured device replaced with the new one replacement without prejudice to the exclusions of these general conditions and the covered limits.

6. EXCLUSIONS

The following cases are excluded from the scope of the Insurance Certificate:

General exclusion:

1. Transportation or shipping costs borne by Insured Person to and from authorized repair facility designated by Assistance Company.
2. Repairs or replace of the device conducted without previous permission from the Assistance Company.
3. Cost of disassembling the device for the diagnosis, when the accidental damage is not covered under this Insurance Certificate for any reason.
4. Any Force Majeure event as defined by competent courts or laws in the Kingdom of Bahrain such as earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking or tsunami; nuclear Hazard, reaction or radiation or radioactive contamination, however caused; war, including undeclared or civil war, military force insurrection, rebellion, usurped power or action taken by government authority. Custody or safekeeping expenses prior to giving the Insured Good to authorized repair facility designated by Assistance Company
5. Goods that are not mentioned on the Insured Goods list.
6. Any kind of Civil Liability incurred by the Insured Person.
7. Any claim or event reimbursable under any other insurance or manufacture Warranty.
8. Accidental damage or losses that occur outside the territory of the Kingdom of Bahrain.
9. Those accidental damages due to the power source, electrical dripping, inadequate connection to the electrical network, adaptors, stabilizers, peak suppressors, or other appliances.
10. Normal wear and tear, obsolescence.
11. Damage caused by sweat or condensation, even where this entails fading or loss of enamel coating on the screen.

12. Slight damage of insured Good chipped at edges or minimally, which do not impair visibility and normal use of the terminal. slight damage shall not include cracking of the screen.
13. Accidental damages due to repairs, modifications, action on the device of a technician not authorized by the manufacturer, or use of the device not in accordance with the manufacturer's instructions.
14. Accidental damages of aesthetic or structural parts, such as the casing, frame or any decoration.
15. Manufacturing defects acknowledged or accepted by the manufacturer, as well as epidemic failures.
16. Any Accidental damage caused by pre-existent defects.
17. Failures caused by mishandling or inadequate use, including but not limited to: heat or cold exceeding the manufacturer's indications, and voltage changes.
18. Aesthetic defects, corrosion and rust, whether caused by normal wear and tear or accelerated by environmental circumstances.
19. Failures or elements not expressly included in the manufacturer's warranty certificate.
20. Scratches, dents or aesthetic/ cosmetic damage that does not impede the proper functioning of the device.
21. Removal and reinstallation of interlocking appliances.
22. Accidental damages of accessories or complements, such as remote control, adapters, battery chargers, transformers, external cables, buttons, handles, antennae, recipients, connectors, plugs, etc.
23. Accidental damages caused by accessories not approved by the manufacturer, as well as by failures in generators or transformers in general unless supplied directly by the manufacturer.
24. Accessories.
25. Software (including operating systems) loss or failure which shall be covered only if part of the Accidental Damage repair.
26. Damage or failure of the device due to: a software virus; the configuration of user settings, or the process of backing up or recovery of data, loss, corruption, or damage to data operating systems.
27. Intentional Damage.
28. Claims not attributable to a single specific event as listed in this Insurance Certificate.
29. Loss or damage caused by incorrect storage, poor maintenance, wilful negligence, incorrect installation, incorrect set up, unless the authorized service centre representative would confirm otherwise with due substantiation
30. Loss or damage that is covered by a supplier, dealer or factory warranty.
31. Any type of self-repair or attempted self-repair.
32. Accidental damage cover is not applicable if model number or serial number or IMEI/ESN number sticker (previously registered) of the mobile phone is removed, altered, damaged, defaced, smudged or erased.
33. All the water proof devices (confirmed by factory) are excluded from liquid damage.

Robbery or Burglary specific exclusions:

34. Robbery or Burglary losses that occur outside the Kingdom of Bahrain.
35. Accessories.
36. Mysterious disappearance, circumstances or unexplained reasons.
37. Robbery or Burglary of the device from unattended vehicles, except from fully enclosed car that is securely locked.
38. Device kept in a shared hallway, communal area, or a utility room in a block of flats, are not covered.
39. Robbery or Burglary of the insured device when left unattended in a place to which the public has access at the time of the incident.
40. Robbery / Burglary: The loss, Robbery / or mislaying of the Terminal is excluded.
41. Where the theft occurs as a result of leaving it unattended in full view and in a public place, or beyond the reach of the owner, with no control or safekeeping of the Insured Terminal possible, or due to any intentional or negligent omission.
42. Theft from any location where the Insured Terminal was left unattended, save where it is proven that the entrance to said location was forced or accessed in a violent manner.
43. Theft of the Insured Terminal from an unattended motor vehicle, save where this was locked, all the security systems were activated and all reasonable security measures had been taken to conceal the

Terminal.

44. The theft of the Insured Terminal without using force against neither objects, nor violence or intimidation against the people who are carrying or safeguarding it.

7. **Fraudulent Claim:**

If the Insured Person makes a claim knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Accidental Damage caused by the Insured Person wilful act or with the intent to defraud the Insurer and Assistance Company, Then the claim will be declined and your insurance certificate will be cancelled without notice with no refund of premium. The Insurer and Assistance Company may be entitled to recover from Insured Person the cost of any claim already paid under this Insurance Certificate (if necessary the cost may be recovered through the instigation of court proceedings). Insurer and Assistance Company may also be entitled to recover from Insured Person the cost of any investigation into a fraudulent claim under this Insurance Certificate (if necessary the cost may be recovered through the instigation of court proceedings).

8. **Insurance Certificate Termination:**

In case the Assistance Company or Insurer discovers that the Insured Person is not eligible for the insurance coverage due to not meeting the criteria of the insurance conditions listed in Section 5, the Assistance Company or Insurer reserves its right to terminate the policy immediately and refund the full premium to the Insured Person. Such a condition shall be applied up to a maximum period of twenty two days (22) from the certificate issuance date. For the avoidance of doubt, should the Insured Person claim the benefit of the certificate during the above mentioned twenty two days (22) period, Assistance Company or Insurer shall not be allowed to prevent the Insured Person from benefiting of the coverage under the Insurance Certificate.

9. **Replacement of Device by Manufacturer Warranty Provider**

In the event insured device is replaced by manufacturer warranty provider due to manufacture fault and insured needs to update his/her certificate data, insured shall provide official proof from manufacturer warranty provider which shows that the replacement of device and such a proof shall contain the details of both devices such IMEI / serial number, brand and model of the devices. Such request shall be reported to the administrator company within a maximum period of 96 hours from the date of device replacement otherwise the administrator company reserves its right to reject the request.

10. **Claims**

In case of a claim, immediately contact Gulf Assist on:

Telephone: 17-577021 or,

Email: TECHDEP@mapfre.com

The Insured Person must contact the Assistance Company's (the details of which are set out in the Insurance Certificate) within a maximum period of 3 working days from the date of Accidental Damage. The Insured Person then is required to and to submit the required documents or device to the authorized repair facility designated by Assistance Company within a maximum of 10 working days from the date of notification of the claim to the Assistance Company's Claim Department.

No claim will be undertaken by Assistance Company unless notified in accordance with the terms of this section.

Claim Declaration Form:

When the Insured Person declares a claim, the claim declaration form shall be filled out, signed and submitted to the claims Administrator Company by the insured,

The Insured Person must provide the Assistance Company with the following documents:

- 1) Copy of the Insured Person identification: CPR, passport.
- 2) Device (IMEI) in case of mobile phones, serial number in case of tablets.
- 3) Copy of the Insurance Certificate.
- 4) Claims form to be filled out at the time of submitting the damaged device to the appointed workshop.
- 5) In case of Robbery or Burglary. Original copy of the report filed with the competent authority, such report must contains full details and proper /clear explanations about the case including the details of the device covered.
- 6) In case of Robbery or Burglary: payment receipt from the SIM provider of the SIM replacement.

The Assistance Company will arrange the repair the covered damages in a Gulf Assist's authorized repair facility, under these Terms and Conditions and in accordance with the Insured Person, who is required to allow access to the Insured goods or their transfer where necessary.