

## **INSURANCE CERTIFICATE TERMS & CONDITIONS**

### **1. DEFINITIONS AND INTERPRETATION:**

**“Abrasion”**: means the process of scraping or wearing down by friction. A wearing, grinding, or rubbing away by friction which in any instance do not arise as a result of the normal wear and tear of the Insured Device.

**“Accidental Damage”**: means any damage and/or losses covered by this agreement and which occur whilst it is in force, arising from a violent, sudden and external cause that is not intentional on the part of the insured Customer. The Insured Customer has the burden of proof to show that the loss or damage meets this definition.

**“Affiliate”** means with respect to any entity, any other entity that, directly or indirectly: (a) owns or controls the first entity; (b) is owned or controlled by the first entity; or (c) is under common ownership or control with the first entity, where “control” as applied to any entity means (i) direct or indirect ownership of more than fifty percent (50%) of the equity interests or rights to distributions on account of equity of the relevant entity; or (ii) direct or indirect power to direct the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise; or (iii) the power to appoint over half the members of the Board of Directors or similar governing body of such entity, through contractual arrangement or otherwise.

**“Assistance Company”** means Gulf Assist B.S.C (c), with commercial registration number 32067, and with P.O. Box 2790, Manama, Kingdom of Bahrain that is designated by the Reinsurer for provisioning the Assistance Services.

**“Assistance Services”** means the of assistance and cost containment services of the Reinsurer in relation to the Insurance Services directly by means of the Assistance Company’s network.

**“Authorized Service Provider”** or **“ASP”** means an authorized repair and service agent for mobile devices in the Kingdom of Bahrain.

**“Business Day”** means a day (other than a Friday, Saturday or public holiday) in the Kingdom of Bahrain;

**“Certificate of Insurance”** means the certificate issued by Solidarity, and provided to Insured Customers through VIVA upon enrolment of such Insured Customer at the Insurer. Certificate of Insurance shall contain the Policy Material, certificate number and date, policy number, Customer name, nationality, CPR or passport number, expiry date, Insured Device type or model, mobile IMEI number, mobile number, purchase date, selected Insurance Product and Cover Period.

**“Cover Period”** means the period of insurance stated in the Certificate of Insurance during which the Insurer shall provide the Insured Customers with the Insurance Services. Cover Period starts on the Entry Date and continues for the number of calendar months as specifically stated in the Certificate of Insurance.

**“Customer”** means an existing or prospective customer of VIVA;

**“Entry Date”** means the commencement date of the Insurance Services which is the same day on which the Insured Customer purchases a new handheld mobile device from VIVA and subscribes it under the Insurance Services.

**“Gross Insurance Premium”** is the total price of a Certificate of Insurance that the

Insured Customer pays to VIVA including any taxes applicable in the Kingdom of Bahrain.

**“Insurer”**: means “Solidarity Bahrain B.S.C.” as defined hereinabove, which is the insurance company that is responsible to provide the Insurance Services to the Insured Devices.

**“Insured Customer”** means VIVA’s Customer who purchases a qualified mobile device from VIVA and subscribes it under the Insurance Services. Insured Customer is entitled, where fitting, to the rights derived from the Certificate of Insurance.

**“Insurance Services”**: means all the insurance services, benefits and cover provided by the Insurer to Insured Customers through VIVA to cover the Insured Devices.

**“Insurance Product”** means the particular type of insurance purchased by the Insured Customer.

**“Policy Material”** means the terms and conditions attached with the Certificate of Insurance that detail the scope of Insurance Services provided by Insurer to Insured Customer. Policy Material may also include any supplementary contracts or endorsements, any amendments issued, and any other limitations or particular conditions related to the Certificate of Insurance.

**“Robbery”** or **“Theft”** or **“Burglary”** means an act of stealing by use of force or threat of force or intimidation or violent/forcible breaking into or exit from the home of the Insured Customer. Visible signs of forced entry must be present in order for loss to be covered.

**“Term”** has the meaning given to it in clause Error: Reference source not found below;

#### 1.1. INTERPRETATION:

- 1.1.1. Clause, schedule and paragraph headings shall not affect the interpretation of the Insurance Certificate.
- 1.1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 1.1.3. Words in the singular shall include the plural and vice versa.

## **2. OBJECT AND SCOPE OF INSURANCE:**

### **2.1. BASIC COVER**

Subject to sections 2, 3, 4 and 5 below, the Insurer shall bear the costs of repairing or replacing the Insured Device, in case of screen Accidental Damage as a result of the following sudden causes:

- (a) Damages caused by sand.
- (b) Damages caused by the spill or accidental fall in liquids.
- (c) Damages caused by humidity.
- (d) Damages caused by dropping or impacts.
- (e) Damages caused by Abrasion.

### **2.2. FULL COVER**

#### **2.2.1. Accidental Damage**

Subject to sections 2, 3, 4 and 5 below, the Insurer shall bear the costs of repairing

or replacing the Insured Device, in case of Accidental Damage as a result of the following sudden causes:

- (a) Damages caused by sand.
- (b) Damages caused by the spill or accidental fall in liquids.
- (c) Damages caused by humidity.
- (d) Damages caused by dropping or impacts.
- (e) Damages caused by Abrasion.

### 2.2.2. Robbery and Burglary

Subject to section 2, 3, 4 and 5 below, and in case of Robbery or Burglary the Insurer shall bear the costs of replacing the Insured Device. The Insurer has the right of providing the Insured Customer with a refurbished device when having the option.

## 3. ECONOMIC LIMIT

The covers set out in section 1 are limited to:

- 3.1. Labour cost for the repair or replacement of the faulty or damaged part(s) on the Insured Device depending on the device range.
- 3.2. The cost of the part(s) used to replace the faulty or damaged part(s).
- 3.3. The replacement of the Insured Device with an identical or similar new device having equivalent characteristics and quality in case of Accidental Damage, when the Insured Device is not repairable, or in case the cost of repairing the Insured Device is higher than its replacement. The device should be replaced as well is case of robbery or burglary with an identical or similar new device.
- 3.4. Subject to sub-section 5 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 Device.
- 3.5. The total amount payable by the Insurer in the case of replacement of the Insured Device (mobile) will be subject to the following excess.

Excess / claim (excluding VAT)				
From month 18 to month 24	From month 13 to month 18	From month 13 to month 18	From month 13 to month 18	From month 18 to month 24
Full Cover	First 12 months	First 12 months	From month 13 to month 18	From month 18 to month 24
20 BD	20 BD	20 BD	Excess for repair & replacement	Excess for repair & replacement
		25 BD	50 BD	75 BD

## 4. FORMALIZATION AND DURATION

The Insured Customer may subscribe an Accidental Damage robbery & Burglary for 12 months, 18 months or 24 months, the details of which are set out in sub-section 2 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) Business Days from the date of purchasing the Insured Device, subject to pre-inspection of the device by VIVA staff if the policy is not purchased at the same moment as the device. VIVA shall guarantee not to issue insurance policy for a device already damaged or scratched.
- 5.3. This Insurance Certificate is not renewable.
- 5.4. The device besides the general information must be identified on the Insurance

Certificate with the following: IMEI (International Mobile Equipment Identity) or serial number.

- 5.5. The Insured Customer is entitled to a maximum of: 2 claims for repair to Insured Device or 1 replacement or 1 repair followed by 1 replacement for the duration of the Insurance.
- 5.6. The maximum limit for replacement cost for the whole duration of the Insurance Certificate will be in any case, the purchase value of the Insured Device.
- 5.7. The Insurance Certificate shall automatically terminate when the Insured Device replaced with the new one without prejudice to the exclusions of these General Conditions and the covered limits.

## **6. SPECIFIC EXCLUSIONS**

6.1. In addition to the General Exclusions to all the cover sections of this policy, this cover shall not be provided for the following cases and their consequences:

- 6.1.1. Damage due to electrical or mechanical failure of the Insured Device falling under the scope of the manufacturer warranty.
- 6.1.2. Damages caused by viruses or any kind of software issue understood as software the programs installed in the mobile that render the insured terminal inoperative
- 6.1.3. If the damage has been produced by the use contrary to the recommendations or standards of the manufacturer.
- 6.1.4. Damages caused by a latent manufacturing defect.
- 6.1.5. Scratches, dents and any other purely slight minimal cosmetic damage which do not impair visibility and normal use of the terminal. Slight damage shall not include cracking of the screen and back cover damage when it is mentioned above as coverable.
- 6.1.6. Those caused by the configuration of user settings, or the process of backup or data recovery, loss, corruption, or damage to data operating systems.
- 6.1.7. Accidental damage caused by the power supply, electric drip, improper connection to the electrical network, adapters, stabilizers, surge suppressors, by faults in generators or transformers in general or other devices or accessories unless authorized or supplied directly by the manufacturer.
- 6.1.8. Repairs, modifications made to the device of a technician not authorized by the manufacturer or the Insurer or any type of self-repair or attempt to self-repair.
- 6.1.9. Any accidental damage caused by pre-existing defects.
- 6.1.10. When the model number or serial number or number of IMEI / ESN sticker (previously registered) of the mobile phone is removed, damaged, defaced, stained or erased.
- 6.1.11. Devices considered waterproof by the manufacturer and devices pertaining an IP rating above 68 are excluded from water damage cover. It is understood here that any other liquid damage (coffee, soft drink, etc.) not covered by the manufacturer warranty will be covered by this Accidental Damage Insurance.
- 6.1.12. Damages of a non-accidental nature.

### **6.2. Robbery or Burglary exclusions:**

- 6.2.1. Robbery or Burglary losses that occur outside the Kingdom of Bahrain.
- 6.2.2. Accessories.
- 6.2.3. Mysterious disappearance, circumstances or unexplained reasons.
- 6.2.4. Robbery or Burglary of the device from unattended vehicles, except from fully enclosed car that is securely locked all the security systems were activated and all reasonable security measures had been taken to conceal the Terminal.
- 6.2.5. Device kept in a shared hallway, communal area, or a utility room in a block of flats, are not covered. 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. 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.

- 6.2.6.** In case of burglary, where it cannot be proven that the entrance to the said location was forced or accessed in a violent manner.
- 6.2.7.** 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.
- 6.2.8.** The loss, theft or mislaying of the Terminal is excluded.

## **7. GENERAL EXCLUSIONS**

On a general basis for all the guarantees and benefits under the present General Conditions, the consequences of the following are excluded from any guarantee object of this contract:

- 7.1.** Losses that occur outside the Kingdom of Bahrain.
- 7.2.** When the affected good does not match the details stated in the policy.
- 7.3.** When the insured does not send the documentation requested by the company and needed to manage the claim.
- 7.4.** When it is not possible to verify the IMEI number (it was not previously registered).
- 7.5.** When the Insured is not up to date with the payment of premiums.
- 7.6.** The loss, theft or mislaying of the Terminal.
- 7.7.** Duly excluded are the costs of accessories or of any consumable part related to the operation of the Insured Terminal (modem, hands-free kit, charger, battery other than that originally supplied by the manufacturer, add-in cards or any accessory that is secondary to the Insured Terminal).
- 7.8.** Expenses incurred as a result of permanence clauses in contracts with the operator.
- 7.9.** Any cleaning, service, inspection, maintenance, adjustment or repair process not authorised by the Company.
- 7.10.** Any malfunction resulting from incorrect configuration or reconfiguration of the Terminal, or of an application.
- 7.11.** Cosmetic damage: the repair of the Insured Terminal solely affected by cosmetic damage, which does not prevent the correct operation of the Terminal. For avoidance of doubt, accidental damage on mobile back cover damages is covered by this insurance.
- 7.12.** Wilful acts or acts carried out in bad faith, by the Insured or the person for whom he / she must respond, or those derived from the infringement or deliberate breach of the legal regulations.
- 7.13.** Any loss caused by negligence of the Insured.
- 7.14.** Claims not attributable to a single specific event.
- 7.15.** Any fraudulent conduct in order to receive benefits from any of the coverages to which this policy entitles.
- 7.16.** Armed conflicts (whether or not there is an official declaration of war), tumultuous actions produced by the course of meetings or demonstrations, rebellion, sedition, riot, or terrorism.
- 7.17.** Reaction or nuclear radiation or radioactive contamination
- 7.18.** Natural disasters. Pollution, pollution or corrosion, as well as any variation or harmful influence of water, air or soil and, in general, on the environment.
- 7.19.** Cost of dismounting for the diagnosis, when the breakdown or accidental damage is not covered under this policy for any reason.
- 7.20.** Any loss related to the accessories of the Insured Terminal.
- 7.21.** Normal wear and tear, obsolescence.
- 7.22.** Breakdown or damage caused by incorrect storage, poor maintenance, improper installation, unless the authorized service representative confirms the opposite.
- 7.23.** Any breakdown or damage covered by the manufacturer's warranty or any other

Insurance.

- 7.24. Consequential loss of any nature.
- 7.25. Transportation or shipping costs borne by Insured Customer to and from authorized repair facility designated by Assistance Company.
- 7.26. Any kind of Civil Liability incurred by the Insured Customer.

## **8. Liability conditions**

- 8.1. In the event of any claim, the liability of the insurer shall be conditional on the Customer claiming benefit having complied with and continuing to comply with the terms of this Policy.
- 8.2. The Insured shall keep original invoice and insurance certificate, containing the device's IMEI, to avail the Accidental Damage, Robbery and Burglary benefit.
- 8.3. In the event of an Accidental damage, robbery or burglary covered under this policy, the insured Customer shall:
  - 8.3.1. Take all reasonable precautions to minimize the loss
  - 8.3.2. As soon as possible telephone the Assistance Company or to notify the incident.
  - 8.3.3. Freely provide the Assistance Company with all relevant information as may be required.
  - 8.3.4. The insurer disclaims any responsibility for any loss or damage of information in the protected device and is not responsible for any breach to the privacy of the Insured's information contained in the insured device.
  - 8.3.5. The Insured Customer approves that any user/ password, email or applications (pre-set and/or installed) should be removed from the Insured device at the time of claim. The insured Customer will give all requested information to the repair shop to access the Insured device.
  - 8.3.6. A backup copy of the insured device's data should be done by the Insured Customer before giving the Insured device to the workshop for repair/ replacement service.
  - 8.3.7. the insured Customer accepts that in case of device replacement, the old Insured device will not anymore his property and will become the property of the Assistance company.
  - 8.3.8. In case of any complaint about the service provided, the Insured Customer shall notify the assistance company within 3 Business Days starting from the service date by contacting the Operation centre.

## **9. Fraudulent Claim:**

If the Insured Customer 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 Customer wilful act or with the intent to defraud the Insurer and the 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 the Assistance Company may be entitled to recover from Insured Customer 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 Customer 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).

## **10. Insurance Certificate Termination:**

In case the Assistance Company or Insurer discovers that the Insured Customer 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 Customer. 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 Customer 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 Customer from benefiting of the coverage under the Insurance Certificate.

#### **11. 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.

#### **12. COVERED INSURED DEVICES:**

The phone brands to be included are:

- Apple
- Android smartphones

#### **13. CLAIMS CONDITIONS:**

- For any claim, the Insured Customer shall visit VIVA Service Center located at Seef Mall within **3 Business Days** from the date of the accidental damage - Claim Notification.
- Insured Customer shall present CPR (or Passport), Insurance Certificate, original receipt and the Insured Device. All documents and device should be provided to VIVA within 10 Business Days from Claim Notification.
- In case the claim is with regards to accidental damage, Insured Customer should present the insured mobile device. In case the claim is with regards to burglary / theft / robbery, Insured Customer should present the original police report and payment receipt from the SIM provider of the SIM replacement.
- Insured Customer shall pay the excess fee to collect repaired / replaced device.