



# Terms & Conditions – Extended Warranty

#### **Extended Warranty**

Upon execution of this Agreement, the Insurer shall provide the Insured Customers with Extended Warranty (defined below) under the following terms and conditions:

## **DEFINITIONS AND INTERPRETATIONS**

For the purposes of this Policy, these terms shall be understood as follows:

**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 normal wear and tear of Insured Device.

Age: References in this document to Age will be understood from the period running from the purchase date of the Insured Product.

Assistance Company: means GULF ASSIST CO.W.L.L, a company incorporated in accordance with the laws of the Kingdom of Bahrain under Commercial Registration Number (32067-1), and with its address at Al Moayyed House, Office no.11, Building 2332, Road 2830, Block 428, Al Seef District, Manama, Kingdom of Bahrain

**Beneficiary:** means a person or persons considered by the Insured Customer or, where applicable, the Insured Customer, to be entitled to receive any assistance duly covered or, where applicable, the amount corresponding to any indemnity provided for under the terms of the contracted policy.

**Breakdown**: means any unforeseen electrical, electronic or mechanical failure of the Insured Device, its components or appliances to perform its fundamental operation(s) in normal service, according to the manufacturer's specifications. This definition does not include the gradual reduction in the operative performance of the Insured Device in proportion and equivalent to its age, nor does it cover Accidents or any external influence.

Business Day: a day (other than a Friday, Saturday or public holiday) in the Kingdom of Bahrain.

**Certificate:** means the certificate issued by the Insurer and signed by the Insured Customer for the purchase of the Insurance Product and enjoyment of the Insurance Services

Claim: Any event whose consequences are totally or partially covered by the guarantees of this Policy. The collection of damages arising out of one event constitutes one loss/accident.

 ${\bf Claim\ Form:}\ {\bf The\ document\ to\ be\ completed\ by\ the\ Insured\ Customer\ for\ processing\ any\ Claims\ duly\ covered\ by\ this\ Policy.}$ 

Claim Notification: is defined in Section 11.

Depreciation: The reduction in value suffered by the insured object as a result of age or the simple passage of time.

Extended Warranty Cover Period: The duration of the Extended Warranty, which shall be for a period of one (1) year commencing one (1) year after the purchase date of the respective Insured Device.

**Economic Limit:** the thresholds set forth in the conditions of this document, or relevant plan, and which represent the maximum benefits covered under each certificate.

IMEI Number: means the International Mobile Equipment Identity which is a unique 15 or 17-digit number which permits unequivocal identification of any mobile terminal associated with a GSM or UMTS network. For the purposes of this Policy, the IMEI Number is used to identify the Insured Device.

Insurance Product: means the particular type of insurance purchased by the Insured Customer as further detailed in this Policy.

Insurance Service: means all the insurance services, benefits and cover, described in detail in this Policy, provided by the Insurer to Insured Customers through STC to cover the Insured Device.

**Insured Customer:** means STC's Customer who purchases a qualified device and subscribes it under the Insurance Services from STC. The Insured Customer is entitled, where fitting, to the rights derived from this Policy.

Insured Device: means those devices and appliances bought by the Insured Customer from an authorized retailer in the Kingdom of Bahrain, and which are included in the goods which are covered in Section 10 and for which the Insurance Product and/or Insurance Service has been contracted.

Insurer: means Bahrain Kuwait Insurance Company B.S.C, which is the insurance company that is responsible to provide the Insurance Services to the Insured Devices. The Insurer is duly incorporated in accordance with the laws of the Kingdom of Bahrain under Commercial Registration Number (4745).

Intentional Damage: any loss arising out of any act, or willful neglect by the Insured Customer to commit or conspire to commit with the intent to cause a loss, including imposition of any abnormal conditions to the Insured Device.

**Limit:** The amount set forth in the specific conditions of this Policy and which represents the maximum benefit (financial, temporary or another kind) covered under each cover section.

Model Number: Sometimes abbreviated as model or model no. or model code, a model number is a unique number given to each product made by manufacturers. Model numbers allow to keep track of each Insured Device and identify or replace the proper part when needed.

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.

Policy: means this policy that relates to Extended Warranty.

Purchase Price: means the price effectively paid by Insured Customer and as evidenced on the sales receipt or invoice, for the Insured Device. The price includes any duty, levy or tax raised by any competent authority.

**Serial Number:** Sometimes abbreviated as Serial No., SN or S/N, a serial number is a unique number used for electrical and electronic Insured Device identification purpose.

Start Date: The date this Policy commences, as shown in the Specific Conditions

STC: means STC Bahrain B.S.C. Closed, a telecommunications company duly incorporated in accordance with the laws of the Kingdom of Bahrain under Commercial Registration Number (71117). **Third Party:** For the purposes of this Policy, a third party shall be deemed to be any person other than the Insured Customer, or the spouse, common-law partner, ascendants, descendants or employees of the Insured Customer, where the Insured is a legal person; as well as any person not authorised by the Insured Customer to use the Insured Device.

#### **OBJECT AND SCOPE OF THE INSURANCE**

- INCT AND SCOPE OF THE INSURANCE
  The Insurer shall replicate and extend the manufacturer's warranty for the Insured Device by twelve (12) additional months ("Extended Warranty"), provided that the respective Customer has properly executed the relevant certificate ("Certificate of Extended Warranty" or "Certificate") and the respective premium has been collected. If the Insured Device suffers a malfunction or a Breakdown, in materials and workmanship, the Insurer shall hear the costs of repairing or replacing the Insured Device. bear the costs of repairing or replacing the Insured Device
- This Extended Warranty shall take effect the day after the date the manufacturer warranty ends and shall remain in force during **Extended** Warranty Cover Period. It is understood here that the original manufacturer's warranty start date is the purchase date of the Insured Device.
- COVER: The Assistance Company (in conjunction with the Insurer) shall repair to the conjunction with the Insurer of the Company (in conjunction with the Insurer) shall repair to the Company (in conjunction with the Company (in conjunction with the Company (in conjunction with the Company (in conjunctionany electrical or mechanical Breakdown that would have been coverable by the manufacturer's warranty, that the Insured Device may sustain during the Extended Warranty Cover Period, which shall commence at the moment the manufacturer's warranty expires up to the Limit established in the Specific Conditions of section 4 below.

#### **ECONOMICAL LIMITS**

- Labour expenses in order to replace or repair the faulty parts of the Insured
- Cost of the parts used to replace the faulty ones.
- In the event that the cost of repair should exceed the Purchase Price of the Insured Device, or that the Insured Device cannot be repaired, the Insurer shall replace it by another device of identical or similar value and characteristics.
- The total pay-out for repair or replacement of the Insured Device will be the result of applying the following percentages of the Insured Device market value to the Purchase Price. For avoidance of doubt, the depreciation as mentioned below will be calculated from the purchase date of the Insured

| Months   | Cumulative<br>Depreciation | Insured Device<br>Market Value | Months   | Cumulative<br>Depreciation | Insured Device<br>Market Value |
|----------|----------------------------|--------------------------------|----------|----------------------------|--------------------------------|
| Month 1  | 1.5%                       | 98.5%                          | Month 13 | 19.5%                      | 80.5%                          |
| Month 2  | 3.0%                       | 97.0%                          | Month 14 | 21.0%                      | 79.0%                          |
| Month 3  | 4.5%                       | 95.5%                          | Month 15 | 22.5%                      | 77.5%                          |
| Month 4  | 6.0%                       | 94.0%                          | Month 16 | 24.0%                      | 76.0%                          |
| Month 5  | 7.5%                       | 92.5%                          | Month 17 | 25.5%                      | 74.5%                          |
| Month 6  | 9.0%                       | 91.0%                          | Month 18 | 27.0%                      | 73.0%                          |
| Month 7  | 10.5%                      | 89.5%                          | Month 19 | 28.5%                      | 71.5%                          |
| Month 8  | 12.0%                      | 88.0%                          | Month 20 | 30.0%                      | 70.0%                          |
| Month 9  | 13.5%                      | 86.5%                          | Month 21 | 31.5%                      | 68.5%                          |
| Month 10 | 15.0%                      | 85.0%                          | Month 22 | 33.0%                      | 67.0%                          |
| Month 11 | 16.5%                      | 83.5%                          | Month 23 | 34.5%                      | 65.5%                          |
| Month 12 | 18.0%                      | 82.00%                         | Month 24 | 36.0%                      | 64.0%                          |

- In case of replacement, the Assistance Company can either: (i) provide such replacement; or (ii) be substituted by a voucher with the Purchase Price of the Insured Device, applying the corresponding Depreciation in the table above, to be used at the same distributor or retailer which initially sold the Insured Device to the Insured Customer.
- Transportation and technical visits cost to the place where the Insured Device is located, shall only be provided for Insured Devices with a weight greater than 15 KG.  $\,$

## SPECIFIC CONDITIONS

- This Extended Warranty shall take effect the day after the date the manufacturer warranty expires ("Start Date") and shall remain in force for the Extended Warranty Cover Period.
- This insurance is not transferable to any subsequent owner of the Insured
- The Certificate of Extended Warranty must be purchased within a maximum of thirty (30) Business Days from the date of purchasing the device, provided that the respective device is not already broken, damaged or defected. Once the Certificate of Extended Warranty has been issued, the aforementioned device will be regarded as an Insured Device.
- This Certificate is not renewable for Insurance & Extended Warranty
- The Insured Device (besides the general information) must be identified on the Certificate of Insurance & Extended Warranty with the following: IMEI (International Mobile Equipment Identity) or serial number. The maximum Limit for replacement cost for the whole duration of the Extended Warranty Cover Period will be in any case, the Purchase Price of the Insured Device after applying Depreciation in accordance with section 34 above. 3.4 above.
- In the event that the Insured Device has been replaced, in accordance with these terms, the Extended Warranty, if purchased, will still be applicable on the replaced device, up until the expiry date of the Certificate.

  4.6.2. In the event that the Insured Device has been replaced through the
- Manufacturer's Warranty or by the Assistance Company in accordance to these terms, the Insurance Product, if purchased, will still be applicable on the replaced device, up until the expiry date of Extended Warranty Cover Period.

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The Insured Customer is responsible for the backup of software and saving data residing on the Insured Device. During hardware service, the workshop may delete the contents of the Insured Device and reformat the storage media.

### SPECIFIC EXCLUSIONS

In addition to the General Exclusions (provided in section 6 below) to all the cover sections, this cover shall not be provided for the following cases and their

- Insured Device, which have had their manufacturer's warranty voided for any
- Such Breakdown which occurs during the manufacturer's warranty period and is covered directly by the manufacturer until after the end of manufacturer warranty period. 5.2.
- Failures or elements not expressly included in the manufacturer's warranty certificate
- Parts and labour for parts that are still covered by the manufacturers warrantv.
- Damages caused by an accidental external cause.

#### 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:

- Insured Device which are acquired outside the Kingdom of Bahrain. Losses that occur outside the Kingdom of Bahrain. Goods that are not included in Section 10.

- When the affected Insured Device does not match the details stated in the 6.4.
- 6.5. The process of maintenance, cleaning and re-setting,
- Cost of dismounting for the diagnosis, when the Breakdown is not covered under the Certificate for any reason.

  Breakdown caused by accidental damage such as but not limited to dropping
- accident, impact accident, sand damage, liquid spill damage, humidity damage, abrasion damage, robbery and burglary.

  Any Breakdown caused by pre-existent defects, this is, defects that where obvious and evident during the manufacturer's warranty period.

  Normal wear and tear, obsolescence.
- 6.8
- 6.10. Repairs conducted without previous permission from the Insurer except the manufacturer or authorized service provider by manufacturer under manufacturer's warranty.

  Transportation costs to and from the authorized repair facility, except the
- 6.11. Insured Device weigh over 15KG weight.
  Routine maintenance, cleaning, lubrications, adjustments or alignments,
- overhaul, modification and de-scaling.

  Any appliance, which has been used for commercial or rental purposes.
- Any defect caused as a result of improper usage, negligence, transit/transportation damage and willful misuse.
- Any defect cause by usage of wrong power supply, voltage, video head cleaning, corrosion, rust or stains or any problem with supply of electricity, as or water.
- When the Serial Number/Model Number of the set has been tampered with
- Modification/alteration of any sort made to circuitry, original design of the 6.17. appliance.
- Data/hardware corruption arising due to computer virus infection.
  Video/audio head, plugs, batteries, control knobs, connecting cords, remote control, cartridges, cabinets, smart cards, dust bags, air/water filters, fuses, light bulbs, fluorescent tubes, related starters, attachments, cables, light covers, or rain covers and other consumables as applicable.
- Air filters, evaporator coils, condenser coils, gas charging, circuit breakers, voltage stabilizers, scanners, remote controls, sheet metal parts, thermocol 6.20.
- parts and all plastic parts.

  Any natural disaster, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking or tsunami
- 6.22. Incomplete installation or incorrect operation or incorrect voltage and excessive use and maintenance, cleaning or damage resulting from failure to perform normal maintenance as outlined in the owner's manual.
  6.23. Loss or damage to recording media, software or data, software defects or
- software generated problems.
  Loss of stored data during the process of dismantling for repairs.
- 6.25.
- Any consumable such as replaceable printer heads. Any food or medicine loss due to product failure.
- 6.27 Pollution, corrosion, as well as any variation or harmful influence of water, air or soil and, in general, on the environment.
- 6.28. Nuclear Hazard, reaction or radiation or radioactive contamination, however
- War, including undeclared or civil war, military force insurrection, rebellion, usurped power or action taken by government authority. 6.29.
- 6.30
- Custody or safekeeping expenses.

  Breakdowns due to repairs, modifications, action on the appliance of a technician not authorized by the manufacturer or the Assistance Company, or blatant oversight of the instructions provided by the manufacturer.
- 6.32. Breakdowns of aesthetic or structural parts, such as the casing, frame or any
- Manufacturing defects acknowledged or accepted by the manufacturer, as well as epidemic failures. 6.33.
- Any kind of civil liability incurred by the Insured Customer
- Failures caused by mishandling or inadequate use, including but not limited
- to bumps or hits.
  Failures caused by heat or cold exceeding the manufacturer's indications,
- and voltage changes.

  Any Breakdown or damage reimbursable under any other insurance or warranty. Aesthetic defects, corrosion and rust, whether caused by normal wear and
- tear or accelerated by environmental circumstances. Removal and reinstallation of interlocking appliances.
- Breakdowns of accessories or complements, such as remote control, adapters, battery chargers, transformers, external cables, buttons, handles,
- antennae, recipients, connectors, plugs, etc.
  Breakdowns 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.

- 42. Glasses, lenses, crystals, windows, lamps, light bulbs and needles
- Changing of wear elements or those that deteriorate with normal use, such as heads, rubber or PVC conductions, exposed piping, etc. Image retention on LCD, LEDS screens, plasma or projection TV screens. Losses or failures of the software (including operating systems). Screens Plasma/LCD/LEDS, malfunction of 8 or less pixels per million pixels.
- 6.44.
- 6.46. As per the guideline manual followed by the manufacturer.
- 6.47. Every other software not authorized by the manufacturer as well as any
- Every other software not authorized by the manufacturer as well as any software obtained illegally. Any type of peripheral of the PC or laptop, such as mouse, keyboard, web camera, external modem, memories or external disks, microphones, headphones, headphones, speakers, input and output devices, etc. Wilful acts or acts carried out in bad faith, by the Insured Customer or the person for whom he/she must respond, or those derived from the infringement or deliberate breach of the legal regulations.
- 6.50. Any fraudulent conduct in order to receive benefits from any of the coverages to which the Certificate entitles.
- When the Insured Customer does not send the documentation requested by the Assistance Company/Insurer, necessary for the management of the incident.
- 6.52. Damage or failure of the equipment 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.
- When the Insured Customer is not up to date in the payment of premiums. The theft, loss or misplacement of the Insured Product.
- 6.55.
- Any loss caused by the Negligence of the Insured Customer.

  Damage caused by poor storage, poor maintenance, improper installation, unless otherwise authorized by the Authorized Service Provider's

## 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 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 Certificate will be cancelled upon immediate 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 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 Certificate (if necessary, the cost may be recovered through the instigation of court proceedings). through the instigation of court proceedings).

### 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 4 above, the Assistance Company or Insurer reserves its right to terminate the respective Certificate 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, the Assistance Company or Insurer shall not be allowed to prevent the Insured Customer from benefiting of the coverage under the Certificate.

# REPLACEMENT OF DEVICE BY MANUFACTURER WARRANTY PROVIDER

In the event that the Insured Device is replaced by the manufacturer warranty provider due to a manufacture fault, the Insured Customer is required to provide official proof from the manufacturer warranty provider which shows the replacement of the Insured Device and such proof shall contain the details of both devices such as IMEI and/or Serial Number, brand and model of the devices. Such proof can also be provided by the manufacturer warranty provider directly to the Assistance Company when requested in the form of an official written declaration, otherwise the Assistance Company reserves its right to reject the Claim.

## **COVERED INSURED DEVICES:**

The following shall be considered as devices/appliances that may be covered by an Insurance Product/Insurance Service:

- Smartphones, including Apple, Android and Huawei;
  Smartwatches, including Apple, Android and Huawei;
  Tablets, including Apple and Android;
  LCD, Desktop PCs, Computing Monitors & Laptops multiband; 10.4.
- TV (All types) Multiband & Home Theatre; Photo and Video Camera;
- 10.5. 10.6. 10.7.
- Digital TV receiver; Hi Fi Equipment;
- Gaming console

#### 11. **CLAIMS CONDITIONS**

For any Claim, the Insured Customer shall visit the STC Service Center within five (5) Business Days from the date of the Breakdown (the "Claim Notification").

The Insured Customer shall present their filled & signed Claim Form, CPR (or Passport), Certificate, original receipt and the Insured Device. All documents and the Insured Device should be provided to STC within ten (10) Business Days from the Claim Notification.

#### 12. INSURED DEVICE REPAIR PERIOD

Any Claim raised within thirty (30) days following another valid Claim for the same issue will be resolved at no additional cost to the Insured Customer. Upon the occurrence of this event, the Assistance Company shall provide the repair again at no additional cost to the Insured Customer.