

This is a summary of the terms and conditions of the cover available under the Cracked Screen Protection Program.

### **ELIGIBILITY**

Owners of new Mobile Devices who are over the age of eighteen (18) years old.

### **COVERAGE**

To protect the Subscriber against Cracked Screen Damage to the Mobile Device due to accidental or unintentional drop/knock/press or external impact except where specifically excluded by the Protection.

AMS's liability under this Protection is limited to 1 (one) claim only for the duration of the cover and shall not exceed the Screen Replacement Cost of the Mobile Device.

### **EXCLUSIONS**

Provided always that AMS shall not be liable in respect of:

1. The Excess stated in the Schedule to be borne by the Subscriber in respect of each and every occurrence giving rise to loss or damage under this Protection.
2. Loss or damage arising from atmospheric conditions, wear and tear, gradual deterioration, depreciation, corrosion, discoloration, rust, vermin, insects, any process of cleaning or restoring or from adjustment, repair or dismantling of any part whilst removed from its normal working position.
3. Loss, damage or destruction caused by or contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power or loss or pillage in connection therewith.
4. An act of terrorism. For this purpose, an act of terrorism means an act including, but not limited to the use of force or violence and/or the threat thereof, of any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed by political, religious, ethnic, ideological or similar purposes including the intention to influence any government(s) and/or to put the public or any section of the public in fear;
5. Flood, Earthquake and other convulsions of nature;
6. An act in contravention of a government prohibition or law;
7. Delay, confiscation, detention, destruction or requisition by Customs or Police or by the order of any Government or Public Body or Authority, whether as contraband, stolen goods or otherwise, or in consequence of illegal act or activity or otherwise;
8. Ionising, radiation or contamination by radio activity from any nuclear fuel from any nuclear waste from combustion of nuclear fuel or nuclear weapon material;
9. Criminal Breach of Trust and/or
10. Theft by Deception

11. The unforeseen loss of the Mobile Device during the Period of Cover caused by the Subscriber or any person authorized by the Subscriber to use their Mobile Device.

12. Pick pocketing

13. Any deliberate act or negligence by the Subscriber, or any person using the Mobile Device with their permission;

14. In respect of Accidental Damage claim that takes place on any type of craft used in or on water that is less than three (3) meters long.

15. Any additional cost incurred to the Subscriber in respect of:-

a) loss of value, loss of use, loss of information stored in memories, or any consequential loss (including but not limited to any economic loss or other loss of turnover, profits, business, goodwill or expected savings), except as set out elsewhere in this Protection;

b) when repairing or replacing aerials, battery chargers or batteries where these items are the only part of the Mobile Device that have been Damaged or stolen;

c) when replacing car kits or car phones and other accessories which can no longer be used with the Mobile Device;

d) in returning the Mobile Device for repair or collecting the Mobile Device once it has been repaired;

e) repairing or providing replacement Mobile Device where the Damage to the Mobile Device is covered by the relevant Manufacturer's guarantee or warranty for either parts or labour;

f) mobile Device being routinely serviced, inspected, adjusted or cleaned;

g) replacement of any accessories associated with the Subscriber's Mobile Device;

16) Internal leakage of the battery, unless due to Accident.

17) Mysterious disappearance, unexplainable and/or improvable event.

18) Product defects whether latent inherent.

19) Electronic derangement or malfunction including its own ignition or burn out, whether as a result of use, misuse, test or

20) Damage resulting from deliberate action of the Subscriber.

21) Scratches or dents to smartphones external cover, housing or body.

## **GENERAL CONDITIONS**

Each of the conditions herein will be viewed separately and independently from the others. The invalidity of any part of a condition will not affect the validity of any other part.

### **1. Entire Contract-Changes In Protection**

No statement made by the applicant for insurance not included herein shall avoid the Protection or be used in any legal proceedings hereunder. No party shall have the authority to change this Protection or to waive any of its provisions save and except for an officer clothed with express authority by AMS to do so and such approval be endorsed hereon.

## **2. Alterations To Protection Terms And Conditions**

AMS with the mutual consent of the Subscriber may reduce Limit or modify coverage or decline renewal (where and when applicable) by giving seven (7) days prior written notice to the Subscriber at their last known address.

## **3. Effective Date**

The effective date of this Protection is as stated in the Certificate.

## **4. Currency of Payment**

All amounts payable either to or by AMS shall be payable in Malaysian Ringgit.

## **5. Notice Of Claim**

Subscriber must immediately notify to AMS of any loss or damage due to Accidental Damage:

a) to register a Claim by notifying the AMS at <http://cl.amsa.asia> within twenty four (24) hours of the Incident;

The Subscriber shall provide all necessary information and assistance to enable AMS to settle any of the Claims. Failure to comply with this condition may prejudice the Claims. Filing a false or fraudulent Claim will invalidate the Claim and result in AMS rejecting the Claim.

## **6. Limitation Of Claims**

No benefit shall be payable for any Claim filed to AMS beyond a period of sixty (60) days from the Date of Incident.

## **7. Proof Of Claim**

The Subscriber shall forward the proof whether written or otherwise required to support the nature of Claim within thirty (30) days from the date of notification to AMS.

In the case of a damaged Mobile Device, the Subscriber is required to provide the damaged Mobile Device to AMS before any screen replacement can be made. Subscriber is required to provide all documents, affidavit information and evidences in the form and nature. If AMS has not received such proof of loss within thirty (30) days from the date of incident, AMS shall be discharged from all liability hereunder.

## **8. Salvage**

AMS shall be entitled:

a) on the happening of Damage to the Mobile Device covered, to take and keep possession of the Mobile Device damaged/recovered and to deal with the salvage in a reasonable manner; and

b) to undertake in the name and on behalf of the Subscriber the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of Subscriber to recover compensation or secure indemnity from any third party in respect of anything covered by this Protection. Subscriber are required to provide all necessary information, documents and reasonable assistance to AMS.

## **9. Receipts**

AMS shall not be committed by any notice of any trust, charge, lien, assignment or other dealing with the Protection and the receipt of the Subscriber for any compensation payable herein shall in all cases be effectual discharge of liability of AMS.

#### **10. To Whom Indemnities Are Payable**

All indemnities under this Protection will be paid to the authorized repairers or suppliers of AMS or the Subscriber depending on the cover for which reimbursement is being made and will always be subjected to the Limit(s) specified in the Protection.

#### **11. Legal Proceedings**

No action at law or in equity shall be brought to recover on this Protection prior to the expiration of thirty (30) days after written proof of loss has been filed in accordance with the requirements of this Protection nor shall such action be brought at all unless brought within thirty (30) days from the expiration of the time within which the written proof of loss is required by the Protection.

#### **12. Mis-Representation In Application**

The benefits shall not be payable and the Protection shall be considered voidable at the option of AMS:

a) in the event that there has been a failure to disclose or any misrepresentation of any fact with respect to any Subscriber that is material to the Protection provided hereunder which is required to be furnished as evidence of insurability; and/or

b) in all cases of fraud.

#### **13. Termination Of Coverage**

This Protection shall terminate automatically at the earliest occurrence of the following events:

a) thirty (30) days after the commencement of the Protection Period due to non-payment of premium; or

b) the Protection is cancelled by AMS in accordance with the provisions, hereunder on the dates specified therein.

#### **14. Cancellation**

This Protection may be cancelled by AMS by serving seven (7) days' notice in writing to the Subscriber at his last known address.

In the event the Protection is cancelled pursuant to this clause, the Protection shall continue to be valid until the expiry of the Period of Cover for which Fee has been received.

#### **15. Arbitration Clause**

(a) Any dispute, difference or question arising at any time hereafter between AMS and the Subscriber or his/her legal personal representatives in relation to the true construction of the Protection or the rights or liabilities of parties hereto will be referred to arbitration in Malaysia and Malaysia laws will apply thereto.

(b) The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of agreement, the disputing parties shall be bound by the appointment of the arbitrator in accordance with and subject to the provisions of the Arbitration Act of Malaysia or any statutory modification or reenactment thereof for the time being in force.

#### **16. Conformity With Law**

Any provision of this Protection which on its Effective Date is in conflict with Malaysian laws or issued for delivery is hereby amended to conform to the minimum requirement of such laws.

### **17. Notices**

All notices in writing are required to be given by the Subscriber to AMS addressed to AMS and no alteration in the terms of the Protection or any endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of AMS.

### **18. Duty Of The Subscriber**

The Subscriber shall remit the Fee to AMS and is required to ensure that the payment of all monies is in order and provide accurate and complete information to AMS.

Subscriber shall take all reasonable precautions for the safety and protection of the covered Mobile Device.

### **19. Changes And Alterations To the Mobile Device**

The Subscriber is required to notify AMS in the event of any Material Changes to the Mobile Device shown on the Protection. The benefits and entitlements under the Protection will end immediately if any of the following conditions apply:-

- (a) The Subscriber sells or transfers the ownership of his/her Mobile Device in any way;
- (b) The Mobile Device is modified or altered in any way or the electronic identity of the Mobile Phone is altered; or
- (c) The Subscriber changes his/her Mobile Device for any reason other than under a manufacturer's warranty exchange scheme or a Claim under this Protection, and a retailer or organization other than Participating Telecommunication Outlet supplies the new Mobile Device.

### **20. Settlement Options**

AMS shall be at liberty to elect whether to repair or replace the Mobile Device; Damaged as the case may be and may join with any other insurance companies in doing so in cases where the Mobile Device is also covered elsewhere. In cases where AMS replaces the Mobile Device, replacements may be new or refurbished models of equivalent value but may:

- (a) be a different model
- (b) be made by a different manufacturer
- (c) not include the identical features and functions as the Damaged or Stolen Mobile Device
- (d) be of like kind and quality

### **21. Other Insurance**

This Protection does not cover any Cracked Screen due to Accidental Damage under a more specific Protection or any other similar mobile device insurance subscribed to by the Subscriber.

### **22. Law and Jurisdiction**

In accordance with the Law and Jurisdiction of Malaysia.

### **Words That Have A Special Meaning**

Some of the words in this Protection have special meanings. These words and their meaning are listed below.

#### **Accident/Accidental**

An involuntary, external forcible and violent event that gives rise to damage that is unforeseen, fortuitous and not premeditated and occurs independently of all other causes.

**Protection**

The Protection which shows details such as the Subscriber' name, the make and model of the Mobile Device covered. It forms part of this Protection and Subscriber must read it with the terms and conditions of this Protection.

**Claim(s)**

Shall mean a claim for any of the entitlements and benefits under this Protection. AMS will be at liberty to decide whether to settle Claims by paying the retailer or a repair agent supplying Mobile Devices and services to the Subscriber.

**Damage(d)**

Physical breakage, destruction and failure of the Subscriber' Mobile Device that prevents the Subscriber' Mobile Device from properly functioning.

**Date of Incident**

The date when the Accidental Damage occurs.

**Excess**

Shall mean the amount that Subscriber is required to pay towards the claim as provided in the Protection schedule.

**Fee**

The sum of money that the Subscriber agrees to pay to AMS under this Protection in return for the entitlements and benefits set out in it.

**Incident**

The occurrence of Cracked Screen due to Accidental Damage.

**International Mobile Equipment Identity (IMEI)**

Is a 15-digit unique code used to identify a Mobile Device to a GSM network.

**Subscriber**

The individual named on the Protection and subject to the terms of eligibility as may be determined by AMS from time to time. This Insurance shall cover Mobile Device whilst used by the parents, legal spouse and children of the Subscriber member(s).

**Limit(s)**

The maximum amount payable under this Protection for the one claim payable during the Period of Cover. In cases of replacement or repair of the Mobile Device is the Replacement Price or the repair cost.

**Material Changes**

Any change which affects the functionality of the covered Mobile Device, either enhancing its capabilities or negatively affecting its capabilities from the manufacturer's specifications.

**Mobile Device**

The Mobile Device described on the Subscriber' Protection detailing the IMEI number, manufacturer and model details.

**Protection**

Shall mean the benefits and entitlements between the Subscriber and AMS.

### **Replacement Price**

The market value of one (1) unit of a Mobile Device of the same make and model as that of the Mobile Device or any other Mobile Device with similar technical and functional capabilities should there be no available stock of the former as at the date of replacement provided that the replaced Mobile Device will not exceed the value of the original equivalent market value of the Mobile Device.

### **Territorial Limits**

Within Malaysia and extended to Worldwide for travel period not more than sixty (60) days.

### **NOTICE UNDER PERSONAL DATA PROTECTION ACT 2010**

For the purposes of this Notice, the terms “personal data” and “processing” shall have the same meaning as prescribed in the Act.

1. This written notice serves to inform you that your personal data is being processed by or on behalf of AmTrust Mobile Solutions Malaysia Sdn Bhd (AMS).
2. The personal data processed by us may include your name, national identity card number, contact number and address including your sensitive personal data (if any) provided by you in the documents as prescribed in paragraph 4 of this notice.
3. We are processing your personal data, including any additional information you may subsequently provide, for the following purposes (“Purposes”):
  - (a) processing your application of your AMS Protection plans;
  - (b) managing and administering such plans;
  - (c) facilitating or enabling any checks that we or by any third party (appointed by us) conduct on you from time to time;
  - (d) complying with any relevant laws;
  - (e) assisting any government agencies or bureaus or bodies including for the purposes of police or regulatory investigations;
  - (f) storing your personal data in our database archives;
  - (g) facilitating your compliance with any laws or regulations applicable to you as our customer;
  - (h) responding to your enquiries;
  - (i) conducting our internal activities, internal market surveys and trend analysis;
  - (j) to manage and service our relationship with you and provide you with better customer services;
  - (k) for the handling of claims; or
  - (l) such other purposes as may be related to the foregoing.
4. Your personal data is and will be collected from you and/or from the information you have provided in the application form as well in any other AMS forms that you have been asked to complete, together with other information that we may obtain about you from oral or written communications.
5. In accordance with the Act, we may refuse to comply with your request for access or correction to your personal data and if we refuse to comply with such request, we will inform you of our refusal and reason for our refusal
6. Your personal data may be disclosed to the AMS Group related companies, associates, affiliates, all governmental departments and/or agencies, regulatory and/or statutory bodies, business partners and/or service providers, other insurance companies and reinsurers and/or professionals that AMS engages.
7. If you fail to supply to us the above personal data, we may not be able to process your personal data for any of the above Purposes.
8. You are responsible for ensuring that the personal data you provide us is accurate, complete and not misleading and that such personal data is kept up to date.
9. Accordingly, we trust that you will consent and agree to the terms above with respect to

our processing of your Personal Data. If we do not receive any response from you on the above, we shall assume that you are agreeable to the same.