



MOBILE INSURANCE

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Whereas the insured named in the schedule hereto has made to the TPL INSURANCE LTD (hereinafter called "the insurers;) a proposal form which, together with any other statements made in writing by the insured for the purpose of this policy, is deemed to be incorporated herein,

Now this policy of insurance witnesses that, subject to the insured having paid to the insurers the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed and to the extent hereinafter provided.

This policy applies whether the insured items are at work or at rest or during transit anywhere within Pakistan ONLY,

GENERAL EXCLUSIONS

The insurers shall not indemnify the insured in respect of loss or damage directly or indirectly caused by or arising out of or aggravated by :

- A) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of one in connection with any political organization, Conspiracy, confiscation, mandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority:
- B) Nuclear reaction, nuclear radiation or radioactive contamination:
- C) Willful act or willful negligence of the insured or of his representatives.

In any action, suit or other proceeding where the insurers allege that by reason of the provisions of Exclusion a above, any loss destruction or damage is not covered by this policy the burden of proving that such loss, destruction or damage is covered shall be upon the insured.

Section 1 – MATERIAL DAMAGE

Scope of cover

The insurers hereby agree with the insured that if at any time during the period of insurance stated in the schedule or during any subsequent period for which the insured pays and the insurers may accept the premium for the renewal of this policy, the items or any part thereof entered in the schedule suffer any unforeseen and sudden accidental and/or physical loss or damage to screen only and/or Theft/Armed holdup of mobile phones from any cause other than those specifically excluded in a manner necessitating repair or replacement the insurers will indemnify the insured in respect of such loss or damage as hereinafter provided by payment in cash replacement or repair (at the insurers' option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the schedule as insured hereby

Special Exclusions

The insurers shall not, however be liable for

- a. The deductible and depreciation stated in the schedule to be borne by the insured in any one occurrence if more than one item is lost or damaged in one occurrence the insured shall not however be called upon to bear more than the highest single deductible applicable to such items
- b. Loss or damage directly or indirectly caused by or arising out of earthquake, Volcanic eruption, tsunami, hurricane, cyclone or typhoon.
- c. Loss or damage caused by any faults or defects existing at the time of commencement of this policy within the knowledge of the insured or his representatives, whether such faults or defects

- were known to the insurers or not
- d. Loss or damage directly or indirectly caused by the failure or interruption of any gas water or electricity service or supply
 - e. Loss or damage as a direct consequence of the continual influence of operation (e.g, wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions
 - f. Any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or damage to the insured items
 - g. Any costs incurred in connection with the maintenance of the insured items such exclusion also applying to parts exchanged in the course of such maintenance operations
 - h. Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract
 - i. Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement
 - j. Consequential Loss or liability of any kind or description
 - k. Loss, usage or corruption of data, images, games, logos, wallpaper, videos or download due to theft, damage or breakdown of the assured's mobile due to theft, damage or breakdown or damage caused by virus.
 - l. Any damages covered under the manufacturing warranty

In respect of the parts mentioned under i) and m) above, the insurers shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss or damage to the insured items

Provisions

Memo 1- Sum Insured

It shall be a requirement of this insurance that the sum insured is equal to the cost of replacement of the insured items by new items of the same kind and capacity which means their replacement costs including e.g. freight, customs duties and dues, if any and if the sum insured is less than the amount required to be insured the insurers shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

Memo 2- Basis of indemnity

- a. In cases where damage to an insured item can be repaired the insurers shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the If the costs of repairs as detailed hereinabove equal or exceed the actual value of the insured items immediately before the occurrence of the damage the settlement shall be made on the basis provided for in b) below.
- b. In cases where an insured item is destroyed or stolen/theft the insurers shall pay the actual value of the item immediately before the occurrence of the loss such actual value to be calculated by deducting depreciation as per below slab from the replacement value of the item

C. DEPRECIATION ON PURCHASE PRICE

Percentage	Months
20%	From day 1st Upto 1st Month
30%	From 2nd Upto 3rd Month
40%	From 4 th Upto 5 th Month
50%	From 6 th Upto 7 th Month
60%	From 8 th Upto 12 th Month

(Minimum of 10% depreciation will be charged to customer if claim lodged before warranty startup date)



- c. The insurers shall also pay any normal charges for the dismantling of the item destroyed but the value of any salvage shall be taken into account. The Insurance shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been affected or replacement has taken place, as the case may be.

GENERAL CONDITIONS

The due observance and fulfillment of the terms of this policy in so far as they relate to anything to be done or complied with by the insured that, and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the insurers.

- 1 The schedule and the section (s) shall be deemed to be in corporate and form part of this policy and the expression "this policy", wherever used in this contract, shall be read as including the schedule and the section (s). Any word or expression to which a specific meaning has been attached in any part of the policy, or of the schedule or of the section(s) shall bear such meaning wherever it may appear.
- 2 The Insured shall at his own expense take all reasonable precautions and comply with all reasonable precautions of the Insurers to prevent loss or damage & comply with statutory requirements and manufactures recommendations.
- 3
 - a) Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk.
 - b) The Insured shall immediately notify the insurers any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly, no material alteration shall be made or admitted by the insured whereby the risk is increased, unless the continuance of the cover provided under this policy is confirmed in writing by the insurers.
- 4 In the event of any occurrence which might give rise to a claim under this policy, the Insured shall
 - a) Immediately notify the Insurers, giving an indication as to the nature and extent of the loss or damage.
 - b) Take all reasonable steps within his power to minimize the extent of the loss or damage,
 - c) Preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers,
 - d) Furnish all such information and documentary evidence as the Insurer may require,
 - e) Inform the police authorities in the case of loss or damage due to burglary.

The insurers shall on no account be liable for loss or damage of which no notice has been received by the insurers within 14 days of its occurrence upon notification being given to the insurers under this condition the insured may carry out repairs or make good any minor damage in all other cases a representative of the insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the insurers does not carry out the inspection within a period of time which could be considered adequate under the circumstances the insured shall be entitled to proceed with the repairs or replacement.

The liability of the insurers under this policy in respect of any insured item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the insurers or if temporary repairs are carried out without the insurer's consent.

- 5 The insured shall at the expense of the insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the insurers in the interest of any rights or remedies or of obtaining relief or indemnity from parties other than those insured under this policy to which the insurers are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this policy, whether such acts and things are or become necessary or required before or after the insured's indemnification by the insurers.

6. Each coverage of the policy mentioned in the schedule will be terminated once any claim paid during the policy period as the policy issued on first loss basis.
7.
 - a) If the proposal or declaration of the insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or statement is made in support, thereof, then this policy shall be void and the insurers shall not be liable to make any payment hereunder.
 - b) in the event of the insurers disclaiming liability in respect of any claim and if an action or suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuance of condition 7 of this policy) within three months after the award, all benefit under this policy in respect of such claim shall be forfeited.
8. If at the time any claim arises under this policy there is any insurance covering the same loss or damage, the insurers shall not be liable to pay or contribute more than their ratable proportion or any claim for such loss or damage.
9. This policy may be terminated at the request of the insured at any time, in which case the insurers will retain the customary short-period rate for the time this policy has been in force. This policy may equally be terminated at the option of the insurers by seven days' notice to that effect being given to the insured, in which case the insurers will be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date cancellation less any responsible inspection charges the insurers may have incurred.
10. The indemnity shall be payable within a reasonable time after determination by the insurers of the full amount due. Notwithstanding the above, the insured may, one month after the Insurers have been duly notified of the loss and have acknowledged their liability, claim as an instalment the minimum amount payable under the prevailing circumstances. The running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the Insured's control.
The Insurers shall be entitled to withhold indemnification.
 - a) If there are doubts regarding the insured's right to receive the indemnity, pending receipt by the insurers of the necessary proof;
 - b) If in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the insured, pending completion of such examination or inquiry.