

**Accidental Damage, Robbery & Burglary Insurance**  
**Terms and Conditions**

**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 & Burglary for the Insured Good.
- **Insured Person:** The natural or legal person identified in the Insurance Certificate, that purchased the new Insured Device from iMachines shop, 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, located in 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 CO.W.L.L, the company providing the benefits described in the Certificate directly or by means of its network.
- **Insured Good / Insured Device:** The new Apple device, which is the subject of the Insurance Certificate.
- **Accidental damage:** Accidental physical breakage, destruction or failure of 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:** 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:** The price effectively paid by the 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 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:** 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:** 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:** 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 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 theft of the Insured Good from the Insured Person using violence, threats or intimidation.
- **Burglary:** Means (1) the forcible entry or exit of the premises and (2) theft of 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 sub-sections 1 to 10 below, the Insurer shall bear the costs of replacing or repairing the Insured Good, in case of Accidental Damage, as a result of the following sudden causes:

- Damages caused by sand.
- Damages caused by liquids.
- Damages caused by humidity & moisture.
- Damages caused by dropping & impacts.
- Accidental Damage due to Robbery or Burglary: Damages caused intentionally by third parties not authorized by the owner and using force or intimidation against the insured.

### 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 or repairing the Insured Good. The Insurer has the right of providing the Insured with a refurbished device when having the option.

## 3. ECONOMIC LIMIT

The covers set out in section 2.1 are limited to:

1. The replacement of the Insured Good with an identical or similar new device having equivalent characteristics and quality, when the Insured Good is not repairable, or in case the cost of repairing the Insured Good is higher than its replacement. The device should be replaced as well in case of robbery or burglary with an identical or similar new device. The Insurer has the right of providing the Insured with a refurbished device when having the option.
2. The Assistance Company shall provide genuine parts in case of repairs of the Insured Device.
3. Subject to sub-section 6 below, at the time of the claim the total cost of replacement or repair should not exceed the original Purchase Price of the Insured Good.
4. The total amount payable by the Insurer in the case of repair or replacement of the Insured Good will be subject to deductible payment (mentioned in the tables below). The Insurance Policy will cover the total maximum compensation: device price after apply deductible and depreciation:

		Deductible for repair & replacement per claim
<b>Device Type</b>	<b>iPhones (Full Cover)</b>	<b>50 BD</b>
	<b>iPhones (Basic Cover)</b>	<b>50 BD</b>
	<b>iPads (Tablets)</b>	<b>50 BD</b>
	<b>Apple Watches (Smartwatches)</b>	<b>50 BD</b>
	<b>Macbooks &amp; Macs (Laptops &amp; PCs)</b>	<b>50 BD</b>

## 4. FORMALIZATION AND DURATION

- 4.1 The Insured Person may subscribe an Accidental Damage, Robbery & Burglary for 12 months, the details of which are set out in sub-section 2.1 above.

## 5. CONDITIONS

- 5.1 The policy is not transferable to any subsequent owner of the Insured Device.
- 5.2 The Insurance Certificate must be purchased with a maximum of fifteen (15) working days from the date of purchasing the Insured Good, subject to pre-inspection of the device by iMachines staff if the policy is not purchased at the same moment as the device.
- 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) for devices with SIM capabilities, or Serial Number for devices with no SIM capabilities.
- 5.5 **Full Cover:** includes Repair & Replacement benefits, including the back cover of the Insured Device in case of Accidental Damage, Robbery, and Burglary.
- 5.6 **Basic Cover:** includes Screen repair only, excluding the back cover of the Insured Device, and excluding Robbery & Burglary.
- 5.7 The Insured Person is entitled to a maximum of:
  - 5.7.1 two (2) claims for repair or;
  - 5.7.2 one (1) replacement or;
  - 5.7.3 one (1) repair followed by one (1) replacement for the duration of the Policy Period.
  - 5.7.4 Smartwatches (Apple Watches) and Tablets (iPads) are applicable for (1) replacement only.
  - 5.7.5 **Full Cover for iPhones:** 2 claims for repair or 1 replacement to the Insured Good for the duration of the Insurance Certificate for Apple mobiles phones.
  - 5.7.6 **Basic Cover for iPhones:** 2 claims for repair of the Insured goods screen only for the duration of the Insurance Certificate for Apple mobile phones.
- 5.8 The maximum limit for replacement or repairing cost for the whole duration of the Insurance Certificate will be in any case, the purchase value of the Insured Good.
- 5.9 The Insurance Certificate shall automatically terminate upon claiming 2 repairs or when the Insured Device is replaced with a new one replacement without prejudice to the exclusions of these general conditions and the covered limits.
- 5.10 Labour cost for the repair or replacement of the faulty or damaged part(s) on the Insured Good depending on the device range.
- 5.11 The cost of the part(s) used to replace the faulty or damaged part(s).

## 6. EXCLUSIONS

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

### General exclusions:

1. Replacement of the device conducted without previous permission from Gulf Assist.
2. Cost of disassembling the device for the diagnosis, when the accidental damage is not covered under this Insurance Certificate for any reason as per the present terms and conditions.
3. Any Force Majeure event as defined by competent courts or laws in 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 the authorized replacement facility designated by Gulf Assist.
4. Goods that are not mentioned on the Insured Goods list.
5. Any kind of Civil Liability incurred by the Insured Person.

6. Any claim or event reimbursable under any other insurance or manufacture Warranty.
7. Accidental damage, Robbery & Burglary or losses that occur outside the territory of Bahrain, unless the KSA extension is purchased.
8. Those accidental damages due to the power source, electrical dripping, inadequate connection to the electrical network, adaptors, stabilizers, peak suppressors, or other appliances.
9. Normal wear and tear, obsolescence. Definition of Wear and tear: Damage that naturally and inevitably occurs as a result of normal use or aging, including but not limited to normal deterioration of appearance items, including dings, dents, chips or scratches.
10. Damage caused by sweat or condensation, even where this entails fading or loss of enamel coating on the screen.
11. 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.
12. 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 previously to the accidental damage.
13. Accidental damages of aesthetic or structural parts, such as the casing, frame, back cover or any decoration. All the damages that do not affect the functionality and normal use of the Insured Device are out of the cover.
14. Manufacturing defects acknowledged or accepted by the manufacturer, as well as epidemic failures.
15. Any Accidental Damage caused by pre-existent defects.
16. Failures caused by mishandling or inadequate use, including but not limited to: heat or cold exceeding the manufacturer's indications, and voltage changes.
17. Aesthetic defects, corrosion and rust, whether caused by normal wear and tear or accelerated by environmental circumstances. Only damage caused by humidity will be covered under this policy.
18. Failures or elements not expressly included in the manufacturer's warranty certificate.
19. Scratches, dents or aesthetic/ cosmetic damage that does not impede the proper functioning of the device.
20. Removal and reinstallation of interlocking appliances.
21. Accidental damages of accessories or complements, such as remote control, adapters, battery, battery chargers, transformers, external cables, buttons, handles, antennae, recipients, connectors, plugs, etc.
22. 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.
23. Software (including operating systems) loss or failure.
24. 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.
25. Intentional Damage. Intentional Damage definition: Any loss arising out of any act, or willful 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.
26. Claims not attributable to a single specific event as listed in this Insurance Certificate.
27. 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
28. Loss or damage that is covered by a supplier, dealer or factory warranty.
29. Any type of Hardware self-repair or attempted self-repair.
30. Accidental damage cover is not applicable if model number or serial number or IMEI/ESN number sticker (previously registered) of the Insured Good is removed, altered, damaged, defaced,

smudged or erased.

31. All the water proof devices (confirmed by factory) are excluded for water damage.

**Specific exclusion for Robbery & Burglary:**

33. Robbery or Burglary losses that occur outside the Kingdom of Bahrain – unless the KSA extension is purchased.
34. Robbery or Burglary of Accessories.
35. Mysterious disappearance, circumstances or unexplained reasons.
36. The loss, theft or mislaying of the Insured Good is excluded.
37. The theft of the Insured Good 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, Robbery & Burglary 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 the Insurance Certificate will be cancelled without notice with no refund of premium. The Insurer and the Assistance Company may be entitled to recover the cost of any claim already paid by the Insured Person under this Insurance Certificate (if necessary the cost may be recovered through the instigation of court proceedings). The Insurer and the Assistance Company may also be entitled to recover the cost of any investigation into a fraudulent claim from the Insured Person 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 in the condition of no claims. Such a condition shall be applied up to a maximum period of twenty two days (22) from the certificate issuance date and subject to no claim. 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 of the Insured Device is replaced by the manufacturer warranty provider due to manufacture faults and the Insured needs to update his/her Certificate data, the Insured shall provide official proof from manufacturer warranty provider which shows that the replacement of device and such proof shall contain the details of both devices such IMEI / serial number, brand and model of the devices. Such requests shall be reported to the Assistance Company within a maximum period of 7 days from the date of device replacement otherwise the Assistance Company shall reserve its right to reject the request.

**10. Claims**

The Insured Person, or iMachines on his behalf, must contact Gulf Assist by tel. on **17506811** or by email on [imachines.claims@mapfre.com](mailto:imachines.claims@mapfre.com) within a maximum period of 3 working days from the date of the Accidental Damage, Robbery or Burglary. The Insured Person or iMachines on the Insured's behalf then is required to submit the required documents or device to the iMachines service centre 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 the 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 Assistance Company's Claim Department by the Insured or by iMachines on the Insured's behalf.

The Insured Person, or iMachines in his behalf, must provide the Assistance Company with the following documents:

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