

# Digi Shield Plus/Digi Shield/Crack Screen/Full Provision

The full terms and conditions of the use of the selected products and/or services are as set out at <http://digi.my/tnc> ("General Terms"), including the Data Protection Obligations as set out at <http://digi.my/dataprotection> together with Digi's Privacy Statement as set out at <http://digi.my/privacystatement>; all of which form an integral part of full terms and conditions of the said products and/or services (collectively, the "Terms and Conditions"). The Terms and Conditions are also accessible via Digi's website at <http://www.digi.com.my>. All terms and reference used herein shall be the same as the General Terms unless otherwise defined.

## 1. Exclusions

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

- 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.
- 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.
- 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.
- 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;

- Flood, Earthquake and other convulsions of nature
- An act in contravention of a government prohibition or law;
- 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;
- Ionising, radiation or contamination by radioactivity from any nuclear fuel from any nuclear waste from combustion of nuclear fuel or nuclear weapon material;
- Criminal Breach of Trust and/or
- Theft by Deception
- 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.
- Pick Pocketing
- Any deliberate act or negligence by the Subscriber, or any person using the Mobile Device with their permission;

- o In respect of Accidental Damage or Robbery & Snatch Theft claim that takes place on any type of craft used in or on water that is less than three (3) meters long.

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

- o 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;
- o 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;
- o when replacing car kits or car phones and other accessories which can no longer be used with the Mobile Device;
- o in returning the Mobile Device for repair or collecting the Mobile Device once it has been repaired;
- o 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;
- o Mobile Device being routinely serviced, inspected, adjusted or cleaned;
- o replacement of any accessories associated with the Subscriber' Mobile Device;
- o Internal leakage of the battery, unless due to Accident.

- Mysterious disappearance, unexplainable and/or improvable event.
- Product defects whether latent inherent.
- Electronic derangement or malfunction including its own ignition or burn out, whether as a result of use, misuse, test or repair; and/or
- Damage resulting from deliberate action of the Subscriber.
- Scratches or dents to smartphones external cover, housing or body
- Loss or Damage of the Mobile Device(s) for which include: a. left in or stolen from a motor vehicle of any description; b. left at or in, or stolen from, a public place or a place to which the public and people the Subscriber does not know c. left at or in, or stolen from any other party, place or premises d. Any break-in and housebreaking
- Changes And Alterations To The Mobile Device (only full coverage)  
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 :-
- The Subscriber sells or transfers the ownership of his/her Mobile Device in any way;
- The Mobile Device is modified or altered in any way or the electronic identity of the Mobile Phone is altered;
- 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.

## 2. **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.

### 2.1. Entire Contract-Changes In Protection

- No statement made by the applicant for Protection 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 expressed authority by AMS to do so and such approval be endorsed hereon.

### 2.2. Alterations To Protection Terms And Conditions

- AMS 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.

### 2.3. Effective Date

- The effective date of this Protection is as stated on the certificate.

### 2.4. Currency of Payment

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

### 2.5. Notice Of Claim

- Subscriber must immediately notify to AMS of any loss or damage due to Robbery / Snatch Theft and Accidental Damage:
- to register a Claim by notifying the AMS at <http://cl.amsa.asia> within twenty four (24) hours of the Incident;
- within twenty four (24) hours of discovery of the incident instruct the Mobile Operator to bar the SIM (Subscriber Identity Module) card of the Mobile Device
- block the IMEI of the Mobile Device within forty eight (48) hours of the incident (applicable for Robbery and Snatch Theft only);
- to make a police report of the Robbery and Snatch Theft within forty eight (48) hours of the incident.
- notify the local police authority and a police report obtained if the Subscriber device is lost whilst Subscriber is overseas. A claim notification in writing with detailed particulars is required within fourteen (14) days upon return to Malaysia as AMS may reasonably require.
- 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.

## 2.6. 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.

## 2.7. Proof Of Claim

- The Subscriber shall forward the police reports and such other proof whether written or otherwise required to support the nature of Claim within sixty (60) 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 replacement can be made. Subscriber are required to provide all documents, affidavit information and evidence in the form and nature. If AMS has not received such proof of loss within sixty (60) days from the date of incident, AMS shall be discharged from all liability hereunder.

## 2.8. Salvage

- AMS shall be entitled:
- on the happening of loss or 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
- 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 is required to provide all necessary information, documents and reasonable assistance to AMS.

## 2.9. 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.

## 2.10. To Whom Indemnities Are Payable

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

## 2.11. Legal Proceedings

- No action at law or in equity shall be brought to recover on this Protection prior to the expiration of sixty (60) 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 sixty (60) days from the expiration of the time within which the written proof of loss is required by the Protection.

## 2.12. Mis-Representation In Application

- The benefits shall not be payable and the Protection shall be considered voidable at the option of AMS:
- 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
- in all cases of fraud.

## 2.13. Termination Of Coverage

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



- o Seven (7) days for Full Provision, Digi Shield & Digi Shield Plus and thirty (30) days for Crack Screen after the commencement of the Protection Period due to non-payment of premium; or
- o the Protection is cancelled by AMS in accordance with the provisions, hereunder on the dates specified therein.

#### 2.14. Cancellation

- o Both the Subscriber and AMS reserve the right to cancel the Protection at any time during its currency by serving to the other seven (7) days notice in writing.
- o 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.

#### 2.15. Arbitration Clause

- o Any dispute, difference or question arising at any time hereafter between AMS and the Insured 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.
- o 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.

#### 2.16. 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.

#### 2.17. Notices

- All notices in writing are required to be given by the Insured to AMS addressed to AMS and no alteration in the terms of the Protection nor any endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of AMS.

#### 2.18. 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.

#### 2.19. 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:-
- The Subscriber sells or transfers the ownership of his/her Mobile Device in any way;
- The Mobile Device is modified or altered in any way or the electronic identity of the Mobile Phone is altered; or

- 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.

#### 2.20. Settlement Options

- AMS shall be at liberty to elect whether to repair or replace the Mobile Device; Damaged or stolen as the case may be and may join with any other insurer in doing so in cases where the Mobile Device is also covered elsewhere. In cases where AMS repair or replace the Mobile Device, like for like units with new or remanufactured unit may be used 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
- In the event the Mobile Device is replaced, the Protection will cease accordingly.

#### 2.21. Other Insurance

- This Protection does not cover any Accidental Damage or Theft/Robbery covered under a more specific policy subscribed to by the Subscriber.

#### 2.22. Law and Jurisdiction

- In accordance with the Law and Jurisdiction of Malaysia.

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

Some of the words in this Protection have special meanings. These words and their

meaning are listed below.

### 3.1. 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.

### 3.2. 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

### 3.3. 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(s) and services to the Subscriber.

### 3.4. Damage(d)

- Physical breakage, destruction and failure of the Subscriber' Mobile Device (including, but not limited to, damage caused by liquid) that prevents the Subscriber' Mobile Device from properly functioning.

### 3.5. Date of Incident

- The date when the Robbery and Snatch Theft and Accidental Damage (including Liquid Damage) occurs.

### 3.6. Excess

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

### 3.7. Fees

- 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.

### 3.8. Incident

- The occurrence of Robbery, Snatch Theft and Accidental Damage (including Liquid Damage).

### 3.9. International Mobile Equipment Identity (IMEI)

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

### 3.10. Subscriber

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

### 3.11. Limit(s)

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

### 3.12. 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.

### 3.13. Mobile Device

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

### 3.14. Participating Telecommunication Outlet

- Telecommunication vendors who participate in this program.

### 3.15. Period of Protection

- Any period for which AMS has accepted the Subscriber's Fee.

### 3.16. Protection

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

### 3.17. 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.

3.18. Robbery

- Shall bear the meaning defined under Section 390 of the Malaysian Penal Code as the act of Theft or attempted Theft which in order to commit Theft or in committing the Theft, or in carrying away or attempting to carry away property obtained by the Theft, the offender to achieve that purpose, voluntarily causes or attempts to cause any person death, or hurt, or wrongful restraint or fear of instant death, or of instant hurt, or of instant wrongful restraint.

3.19. Snatch Theft

- The unlawful taking of the Mobile Device from Subscriber' personal custody, care and control.

3.20. Territorial Limits

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

4. **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.

- 4.1. 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).

- 4.2. 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 4.4 of this notice.
- 4.3. We are processing your personal data, including any additional information you may subsequently provide, for the following purposes ("Purposes"):
- processing your application of your AMS Protection plans;
  - managing and administering such plans;
  - facilitating or enabling any checks that we or by any third party (appointed by us) conduct on you from time to time;
  - complying with any relevant laws;
  - assisting any government agencies or bureaus or bodies including for the purposes of police or regulatory investigations;
  - storing your personal data in our database archives;
  - facilitating your compliance with any laws or regulations applicable to you as our customer;
  - responding to your enquiries;
  - conducting our internal activities, internal market surveys and trend analysis;
  - to manage and service our relationship with you and provide you with better customer services;



- for the handling of claims; or
  - such other purposes as may be related to the foregoing.
- 4.4. 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.
- 4.5. You may make inquiries, complaints or request for access to or update and correction of your personal data or limit the processing of your personal data at any time hereafter by contacting our Customer Care Department at <http://cl.amsa.asia>.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. 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.
- 4.10. 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.

## 5. **Full Provision**

- 5.1. This Program covers the Subscriber's Mobile Device against Accidental Damage including Liquid Damage and Robbery & Snatch Theft.
- 5.2. The Mobile Device covered must not be more than 6 (six) months old at time of registration. Proof of purchase is required at time of claim.
- 5.3. The Program also provides Online Technical Support, Pick-up and Delivery services for repairs and Call Centre Services in respect of the Mobile Device stated above.
- 5.4. The Program is underwritten by a locally registered insurer. For any enquiries regarding the coverage, please contact Amtrust Mobile Solutions Malaysia Sdn Bhd (formerly known as TPT Agency Sdn Bhd)(750280-K) at <http://cl.amsa.asia>.

## 6. **Eligibility**

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

## 7. **Coverage**

- 7.1. Accidental Damage (including Liquid Damage)
  - To indemnify the Subscriber against Accidental Damage (including Liquid Damage) to the Mobile Device due to external causes as defined except where specifically excluded by the Protection.
  - Robbery and Snatch Theft

- To indemnify the Subscriber against loss or damage to the Mobile Device due to Robbery and Snatch Theft as defined except where specifically excluded by the Protection.
- AMS's liability under this Protection in respect of any one claim made under Items above shall not exceed the Replacement Price of the Mobile Device.

## 8. **Digi Shield**

- 8.1. This Program covers the Subscriber's Mobile Device against Accidental Damage including Liquid Damage and Robbery & Snatch Theft.
- 8.2. This Program covers the Subscriber's Mobile Device against Accidental Damage including Liquid Damage.
- 8.3. The Program also provides Online Technical Support, Pick-up and Delivery services for repairs and Call Centre Services in respect of the Mobile Device stated above.
- 8.4. The Program is underwritten by a locally registered insurer. For any enquiries regarding the coverage, please contact Amtrust Mobile Solutions Malaysia Sdn Bhd (formerly known as TPT Agency Sdn Bhd)(750280-K) at <http://cl.amsa.asia>.

## 9. **Eligibility**

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

## 10. **Coverage**

- 10.1. Accidental Damage (including Liquid Damage)
  - To indemnify the Subscriber against Accidental Damage (including Liquid Damage) to the Mobile Device due to external causes as

defined except where specifically excluded by the Protection.

- AMS's liability under this Protection in respect of any one claim made shall not exceed the total Replacement Price of the Mobile Device.

## 11. **Crack Screen**

- 11.1. This Program covers the Subscriber's Mobile Device against Cracked Screen due to Accidental Damage.
- 11.2. The Program also provides Online Technical Support, Pick-up and Delivery services for repairs and Call Centre Services in respect of the Mobile Device stated above.
- 11.3. The Program is underwritten by a locally registered insurer. For any enquiries regarding the coverage, please contact Amtrust Mobile Solutions Malaysia Sdn Bhd (formerly known as TPT Agency Sdn Bhd)(750280-K) at <http://cl.amsa.asia>

## 12. **Eligibility**

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

## 13. **Coverage**

- 13.1. 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.
- 13.2. 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.

## 14. **Digi Shield Plus**

- 14.1. This Program covers the Subscriber's Mobile Device against Accidental Damage including Liquid Damage and Robbery & Snatch Theft.

- 14.2. The Mobile Device covered must not be more than 6 (six) months old at time of registration. Proof of purchase is required at time of claim.
- 14.3. The Program also provides Online Technical Support, Pick-up and Delivery services for repairs and Call Centre Services in respect of the Mobile Device stated above.
- 14.4. The Program is underwritten by a locally registered insurer. For any enquiries regarding the coverage, please contact **Amtrust Mobile Solutions Malaysia Sdn Bhd** (formerly known as TPT Agency Sdn Bhd)(750280-K) at <http://cl.amsa.asia>.

15. **Eligibility**

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

16. **Coverage**

16.1. Accidental Damage (including Liquid Damage)

- To indemnify the Subscriber against Accidental Damage (including Liquid Damage) to the Mobile Device due to external causes as defined except where specifically excluded by the Protection.

16.2. Robbery and Snatch Theft

- To indemnify the Subscriber against loss or damage to the Mobile Device due to Robbery and Snatch Theft as defined except where specifically excluded by the Protection.
- AMS's liability under this Protection in respect of any one claim made under Items above shall not exceed the Replacement Price of the Mobile Device.

17. Digi 1<sup>st</sup> year Warranty Support Contract Terms & Conditions Contract No. As Per Imei No Register With Digi For Digi Shield Program

- 17.1. Enjoy the following benefits:

- Hassle free personal pick-up and delivery services for 1st year warranty of your smartphone
- An additional 13th – 24th month extended warranty, with hassle free personal pick-up and delivery service of your smartphone. This extended warranty bundled under the program is only effective upon first 12 months fees being paid on a timely basis.
- Hassle free pick-up and delivery service for damage and breakage
- Complimentary online technical support

17.2. Terms & Conditions:

- Your subscription automatically comes with the above benefits. A fee to be charged to your Digi bill on a monthly basis from the date of your registration. Further details of your cover entitlements, service terms and conditions will be SMS to you. This service entitlement is monthly charged with your cover entitlement intact to the respective month that has been charged to your bill.
- This service will last for a period of 24 months only from the date of your registration. You may cancel this service at any time, and your entitlement to the service will cease, and will not be charged to your bill in the respective following month. Please contact Digi Customer Service at 016-2211800 or AmTrust Support at 03-92124314, if you wish to terminate your Digi Shield service at any time.

18. Digi Extended Warranty Service Contract Terms & Conditions Contract No. As Per Imei No Registered With Digi For Digi Shield Program

18.1. Coverage

- This Extended Warranty Service Contract ("**EW Service Contract**") provides coverage for parts and labor in respect of the covered Product stated on the Invoice/Receipt for inherent mechanical and

electrical defects only and only to the extent provided by the manufacturer of the Product; and extends that coverage for a further period of 12 months commencing upon the expiry of the manufacturer's first year warranty.

- This means that, inclusive of manufacturer's warranty period, the Product will have a total warranty of 24 months from the date of the Device Sales Invoice / Receipt of the Product, subject to payment of the applicable fee for the Extended Warranty Plan selected.

## 19. **Product Eligibility**

19.1. This EW Service Contract may only be purchased upon purchase of a Product and only covers a Product which:

- Is purchased new;
- Is assembled for use in Malaysia; and
- Included at the time of purchase, the manufacturer's complete and original warranty that is valid in Malaysia.

## 20. **For Repairs**

20.1. If the manufacturer's warranty period for the Product has not expired, contact the manufacturer or their authorized repairer directly.

20.2. If the manufacturer's warranty period for the Product has expired and this EW Service Contract is in effect, please log in via online portal <http://cl.amsa.asia> for repair authorization. Repairs must only be carried out by the authorized repairer as directed by AmTrust Mobile Solutions Malaysia Sdn Bhd (Co No 750280-K (AMS). No repair is allowed without authorization from AMS.

20.3. For all repairs, this EW Service Contract and the Sales Invoice / Receipt for the Product must be presented.

- 20.4. Consult your manufacturer's instructions to determine if the failure to operate is due to circumstances that may be corrected by yourself. If the breakdown is not covered by this EW Service Contract, you will be charged for the cost of repair.
- 20.5. This EW Service Contract is transferable to the new product that has replaced the original product under the manufacturer's warranty due to irreparable mechanical failure, and will continue to be valid only if you contact us via <http://cl.amsa.asia> **within 7 working days** from the date of replacement to notify of the new product make, model, IMEI number and date of replacement.

21. **Submission Of Repair Claim:**

- 21.1. It shall be a term of this EW Service Contract that in event of a breakdown that may give rise to a claim for repairs under this EW Service Contract, the Product covered under this EW Service Contract must be presented to the authorized repairer as directed by AMS within the EW Service Contract coverage period and in any case, within **fourteen (14) days** of such an event happening.
- 21.2. Customers should keep a back-up of copies or written records of all important content and data stored in the Mobile Device before the delivery of the Mobile Device for EW services, and disable any security passwords. It is the customer's responsibility for reinstallation of all such information, data, software, other applications and passwords in his Mobile Device. AMS shall not under any circumstances be liable, either expressly or impliedly, for any damages or losses of any kind whatsoever resulting from loss of, damage to, or corruption of content or data during repair of the Mobile Device.

22. **Coverage Exclusions**

- 22.1. Products that are still covered by the manufacturer's original written warranty, repairer's warranty, or any other warranty in effect.
- 22.2. Any defects that are subject to the manufacturer's recall.
- 22.3. Error or omission in design, programming or system configuration
- 22.4. The manufacturer's recommended routine maintenance, inspection, cleaning, lubrication, external adjustments and any other instructions.



- 22.5. Non-operating and cosmetic items, paint, color, or Product finish; accessories used in or with the Product; external cables and cords; glass and lens; add-on options incorporated.
- 22.6. Unauthorized modifications made to the Product; altered serial numbers; failure to follow manufacturer's instructions on installation, operation or maintenance; repairs performed by non-authorized repairer; any items not affecting the function of the Products; image burn.
- 22.7. Software (including operating system and any stored data), defects resulting directly from software installation and or removal, computer virus, virus prevention, and other peripherals.
- 22.8. Repairs to hardware that has been added after the original purchase of the Product.
- 22.9. All batteries (including regular (non-chargeable batteries)) unless otherwise as covered above.
- 22.10. External faults such as wiring, electrical connection or fitting, realigning of signal receivers (poor reception), and consequential loss of any kind.
- 22.11. Repairs necessitated by accidental or intentional physical damage, spilled liquid unless otherwise as covered above.
- 22.12. Burglary, theft, corrosion, animal and insect infestation, misuse, neglect and abuse.
- 22.13. Failure caused by a voltage converter and /or applying incorrect voltage to the Product.
- 22.14. Diagnosis where no defect has been found or noted.
- 22.15. Defects and on-site service charges not covered by the manufacturer's original written warranty, unless otherwise as covered above.
- 22.16. Shipping charges and damage, express service charges, transportation damage, removal, installation or reinstallation of the Product, products on loan during the repair process.
- 22.17. Commercial use (multi-user organizations), public rental, use for profit or communal use for multi-family housing.

- 22.18. Any loss or damage to the Product resulting from fire or flood howsoever caused.
- 22.19. Any loss or damage to the Product resulting from an act of God (including without limitation, events such as earthquake, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, civil commotion).

THIS EW SERVICE CONTRACT IS NOT AN INSURANCE POLICY. IT IS A SERVICE CONTRACT PROVIDING REPAIRS FOR COVERED DEFECTS. IT DOES NOT PROVIDE ANY GUARANTEE OR PROMISE RELATING TO THE NATURE OF THE MATERIAL, WORKMANSHIP OR PERFORMANCE OF THE COVERED PRODUCT.

### 23. **Limitation Of Liability**

- 23.1. Coverage will not, under any circumstances, extend to any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limited to losses incurred due to any delay in rendering service related to this EW Service Contract and loss of use during the period that your Product is at an authorized repairer and/or while awaiting parts.
- 23.2. Replacement parts will be manufacturer's parts that perform to factory specifications of the product determined at AMS's' discretion.
- 23.3. Beyond economic repair units will be replaced with like-for like units where re-manufactured devices may be used. If the device cannot be replaced with an identical device of the same age, quality and condition, it will be replaced with one of comparable specification or the equivalent taking into account the age and condition of the original Mobile Device, provided that the replaced Mobile Device will not exceed the value of the original Mobile Device.
- 23.4. The replaced Product (the spoilt unit) shall become the property of AMS. Due to technological advances, the replacement product may be of lower retail value than the original Product. Any such replacement will immediately terminate this EW Service Contract with no refund of the EW Service Contract fee and AMS shall have no further obligations for the remainder of the term of this EW Service Contract.

23.5. The total of all benefits paid or payable under this EW Service Contract while it is in force shall not exceed the original purchase price paid by the EW Service Contract purchaser for the Product covered by the EW Service Contract.

23.6. This EW Service Contract is only effective upon the first 12 months fees being paid on a timely basis.

## 24. **Termination**

24.1. This EW Service Contract shall terminate immediately with no refund of the EW Service Contract fee in the event of any of the following:

- Subsequent sales of the Product when no written request to transfer this EW Service Contract to the new owner has been received by AMS;
- Disposal or repossession of the Product;
- Unauthorized repair, replacement or modification of the Product; or
- If the Product is moved out of the country of purchase, it will not be covered by this EW Service Contract.

## 25. **Use Of Personal Data**

25.1. Any personal information collected and retained by AMS is for the purpose of affirming the extended warranty coverage and fulfilling the obligations of the same as well as to update the purchaser on the necessary services and awareness of the related products (if any). Kindly be informed that in order to provide the extended warranty coverage, the purchaser's personal information may be held, used and disclosed by AMS or by any of its contracted service providers in order to support back-end processing and collateral services associated with the extended warranty coverage.

## 26. **Entire Agreement**

26.1. This is the entire agreement between AMS and the Purchaser of this EW Service Contract and no other oral or written representation is valid. In the

event of any inconsistency between the English text and text in other languages, the English version shall prevail.