

MOBILE PHONE POLICY

Whereas the Insured has by a signed proposal and declaration, which proposal and declaration the insured has agreed, shall form the basis of this contract and be held as incorporated herein, applied to the Company or the indemnity hereinafter contained.

In consideration of the Insured paying to the Company the First Premium for or an account of the said Indemnity, the Company agrees that subject to the terms, exclusions, limits, warranties and conditions contained herein or endorsed hereon, if during period of Indemnity the property or any part thereof be lost or damaged by Fire, Violent Theft, Armed Hold-Up, Robbery and Earthquake, any where in Pakistan, the Company will by payment or at its option by reinstatement or repair, indemnify the Insured against such loss or damage.

CONDITIONS

This Policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such specific meaning wherever it may appear.

1. This insurance shall not commence until the premium has been actually paid to and accepted by the Insurer or the Cellular Telephone company on behalf of insurer and a printed form of receipt signed by and official and duly authorized representative of the insurer of the Cellular Telephone Company shall have been issued thereof.
2. The Insured shall take all reasonable precautions of the safety of the property insured and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this policy shall:
 - a) in case of theft or loss, inform the police, obtain F.I.R. and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the property.
 - b) in all cases, give notice thereof to the Company in writing within seven days, thereafter deliver to the Company a claim in writing and supply all such detail proofs and particulars as may be reasonably required.
3. The Company may at any time at its own expenses use all legal means in the name of the Insured for recovery of any of the property lost and the Insured shall give all reasonable assistance for that purpose. The Company shall be entitled to any property for the loss of which a claim is paid hereunder and the insured shall execute all such assignments and assurances of such property as may be reasonably required.
4. If at the time of any loss or damage there be any other insurance effected by or on behalf of the Insured covering any of the property, the liability of the Company hereunder shall be limited to its ratable proportion of such loss or damage.
5. No claim shall be recoverable hereunder if the benefit of the contract herein contained shall become vested in any person other than the insured unless the writing consent of the company thereto be first obtained.
6. The Company may cancel this policy by sending seven days' notice by a registered letter to the insured at his last known address and in such event the insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of indemnity.
7. All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in differences or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in case the Arbitrators do not agree to an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of any award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
8. The due observance and fulfillment of the terms, conditions and endorsements of this policy by the insured in so far as they relate to anything to be done or complied with by him or them and the truth of the statement(s) and answer(s) in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.
9. If the declaration of insured is untrue in any respect, or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance, or any renewal thereof shall have been obtained through any misstatement, mis-representation or suppression, or if any claim made shall be fraudulent or



exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this policy shall be void.

EXCLUSIONS

1. Wear and tear of the set(s) component(s) which includes the normal deterioration due to use.
2. Shearing of antenna and Battery leakage.
3. Loss or damage arising from wear and tear, gradual deterioration, depreciation, moth vermin, any process of cleaning or restoring or action of light.
4. Loss or damage arising from negligence/mishandling of the Insured
5. Loss or damage arising from Atmospheric and Climatic conditions other than lightning.
6. Loss or damage arising from malicious damage, mechanical or electrical breakdown, power surge and battery leakage.
7. Breakage of tortoise shell glass or other brittle substance not due to fire or theft.
8. Battery, spare battery, battery clip, battery chargers, adaptors, electrical/electronics part(s), component(s) of the cellular set(s) are not covered for loss or damage arising as a result of breakdown blow up due to voltage surge and or part failure.
9. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, mutiny, revolution, insurrection, military or usurped power.
10. Loss or damage from detention, confiscation, destruction or requisition by Custom House or other officials or Authorities.
11. Loss of mobile telephone while left unattended in a parked car or public place.

LIMITS

The liability of the company under this policy during any one period of indemnity shall not exceed:

- a. in respect of any one item of the property the sum set opposite thereto.
- b. in respect of loss or damage to any article forming part of a pair or the set the value of the particular part(s) which may be lost or damaged without reference to any special value which such part(s) may have as forming a pair or set but in any event not exceeding a proportionate part of the sum insured in respect of pair or set.
- c. in respect of loss or damage the Total Sum Insured less cost of part not damage/lost.