

ProPREMIUM

<b>Guide when making a claim</b>
<ul style="list-style-type: none"> <li>• Original proof of purchase of the device is required at time of claim</li> <li>• Theft: Mobile Device must be active with operator’s network for a minimum 30 days from time of registration</li> <li>• Protection document must be enclosed</li> <li>• Mobile Device up to 6 months old are subject to excess fee of 5% of Device RRP for damage and 20% of Device RRP for theft.</li> <li>• Mobile Device of more than 6 months old are subject to excess fee of 10% of Device RRP for damage and 20% of Device RRP for theft</li> <li>• Refurbished units may be used as replacement units</li> <li>• Inspection of Mobile Device’s condition – On the Mobile Device</li> <li>• Repair/Replacement cost is the maximum value of Device RRP.</li> </ul>

<b>Device Protected</b>	<b>Maximum age at time of registration</b>	<b>Waiting Period</b>
1. Smartphone	18 months	14 days
2. Tablet	12 months	14 days

<b>Customer’s Acknowledgement</b>
<ol style="list-style-type: none"> <li>1. I hereby declare that the Mobile Device being protected is functioning normally without any damage or mechanical defects.</li> <li>2. The Mobile Device to be protected was purchased as new in Indonesia</li> <li>3. I am willing to pay the excess fee</li> <li>4. I am aware of the exclusions, including but not limited to the 14 days waiting period</li> <li>5. I have read and understood the terms and conditions.</li> </ol>

**TERMS AND CONDITIONS**

**PT AMTRUST MOBILE SOLUTIONS INDONESIA “TecProtec Membership Program”**

Is personal service marketed by **PT AMTRUST MOBILE SOLUTIONS INDONESIA (AMS)** to consumers which include, among other things, the following services: Insurance Product named ***Moveable All Risk Policy***, covered by **PT Asuransi Asoka Mas. AMS** shall distribute Certificates to its customers containing explanation on Insurance products, including the terms and conditions in accordance with the

coverage and exclusions as set forth in the Policy. All Certificates shall be numbered with special serial numbers.

Please read the entire Policy in order to determine your rights and obligations, the matters which are covered and the exclusions. Words with special meaning are explained in the part of Definition or in the part of Policy in which such words are used. Words with special meaning shall be printed in bold letters.

## **A. DEFINITIONS**

**Unintentional Damage** shall be every destruction or damage to Personal Electronic Device which is visible from the outside, which is brought about by external, unexpected, and unanticipated causes, which prevents such Personal Electronic Device from functioning properly.

**Robbery** shall be unlawful taking of Personal Electronic Device, which is under your supervision, by a person who has caused or has threatened you with physical injuries and has been proven to commit unlawful act or violence, including *per* or taking by force of Personal Electronic Device, and an official report shall be filed or prepared for each event by law enforcement institution acknowledged by the government within a reasonable period as from the time of event.

**Certificate** shall be an official document issued for you by Insurer which states that the Policy has legal force and therefore you must have already paid the premium. Certificate explains the benefits as well as terms and conditions and shall constitute

an inseparable part of the Policy, and you must read it in accordance with the terms and conditions of the Policy.

**Certificate Holder** shall be the person whose name is lawfully indicated in the Certificate or the owner of cellular phone unit the IMEI number of which is indicated in the Certificate.

**Incident** shall be an event of Unintentional Damage or the entry of liquid into Personal Electronic Device.

**Insurer or We** shall be PT ASURANSI ASOKA MAS

**Entry of Liquid** shall be every destruction or damage to Personal Electronic Device caused by the spilling of or dumping into liquid which is external and unexpected, and which prevents such Personal Electronic Device from functioning properly.

**Personal Electronic Device** shall be your portable electronic telecommunication device as described in the Certificate or Summary of Coverage.

**Policy** shall be an agreement between the Insurer and the Insured, in which the Insurer binds itself to the Insured by receiving an amount of premium to guarantee the loss suffered by the Insured, as set forth in the Certificate given to you.

**Policy Period** shall be the period in which you are covered by this insurance as from the date of commencement up to the date of termination.

**Purchase Price** shall be the price that you paid to the retail store authorized to sell Personal Electronic Device

**Reimbursement Price** shall be the price of one (1) unit of Personal Electronic Device from the same manufacturer and model as the Personal Electronic Device or another Personal Electronic Device having the same functions and technicalities. If there isn't any available, then the stock of Personal Electronic Device available at the time of replacement, provided that the value of such replacement Personal Electronic Device does not exceed the value of Purchase of RRP of the original Personal Electronic Device.

**Replacement Device** shall be Personal Electronic Device used to replace Personal Electronic Device which needs to be replaced due to an Incident. Even though the Replacement Device may be from a different manufacturer or have a different model, but it shall still have value and technical specification comparable to the replaced personal device. Such Replacement Device may constitute a unit with a different model, from a different manufacturer and/or not identical to the Personal Electronic Device, however it shall always be in compliance with the maximum limit of amounting to the Purchase Price of RRP for all Incidents during the Policy Period. It shall constitute our full authority to provide Replacement Device whether in the form of new or renewed Personal Electronic Device.

**Terrorist Act** shall be every actual use or threat of use of power or violence directed towards or causing damage, injury, loss, or disturbance, or the implementation of a

dangerous act against human lives or properties, against individuals, properties, or any government, with the purpose whether declared or not of achieving interests in economic, ethnical, national, political, racial, or religious aspects, whether those interests are declared or not.

**War** shall be War, whether declared or not, or other War-related activities, including the use of military power by a powerful country in order to obtain economic, geographical, nationalistic, political, racial, religious strength, or for other purposes.

## **B. COVERAGE OF POLICY**

### **I. SCOPE OF COVERAGE**

#### **1. Unintentional Damage**

In the case of Unintentional Damage to Personal Electronic Device during the Policy Period, We will pay the cost of repair of Personal Electronic Device through the repair service that We approve up to the amount which shall not exceed the Purchase Price or upon Our authority will replace Personal Electronic Device with a Replacement Device the value of which shall not exceed the Purchase Price of RRP.

#### **2. Entry of Liquid**

In the case of Entry of Liquid into Personal Electronic Device during the Policy Period, We will pay the cost of repair of Personal Electronic Device through the repair service that We approve up to the amount which shall not exceed the Purchase Price or upon Our authority will replace Personal Electronic Device with

a Replacement Device the value of which shall not exceed the Purchase Price of RRP.

Coverage Territory shall mean that the Coverage shall be applicable throughout the territory of Indonesia, however, the Coverage shall remain effective if you are travelling abroad, as long as the duration of such travel does not exceed 60 (sixty) days.

### 3. Robbery

In the case of Robbery of Personal Electronic Device during the Policy Period, We will provide a replacement to you for the loss of Personal Electronic Device with the amount that shall not exceed the Purchase Price per Policy Period or upon Our authority shall replace Personal Electronic Device with a Replacement Device the value of which shall not exceed the Purchase Price.

You must provide an official Police report which indicates the Incident that occurred within the period covered so that We can pay the claim.

## **II. EXCLUSIONS**

We will not pay for any expense or loss as a result of:

1. Any dishonest act, crime, fraud, or negligence, major offense, or misconduct committed deliberately by you or your family member or by Policy Holder.
2. Any loss caused by commercial, profit-oriented use of Personal Electronic Device.
3. Any damage caused by the processes of cleaning, repair, maintenance, adjustment, or misuse of Personal Electronic Device.

4. Any damage to Personal Electronic Device caused by natural disaster, atmospheric or climate conditions, fire, damage due to fair wear and tear, factory defect, termites, or insects.
5. Costs for any loss or misuse of SIM card used in the operation of Personal Electronic Device.
6. Costs for accessories or any consumable part related to the operation of Personal Electronic Device including but not limited to hands-free equipment, charger, bezel, battery, additional card, and any other accessories which are secondary for Personal Electronic Device.
7. Costs for any damage to the joints of Personal Electronic Device used to open and close parts of Personal Electronic Device.
8. Any financial loss that you suffered during or after Unintentional Damage or Entry of Liquid into Personal Electronic Device.
9. Any damage to Personal Electronic Device caused by any civil War or War with foreign parties, invasion, strike, riots, rebellion, civil unrest, Terrorist Act, or confiscation by the relevant authority.
10. Any damage to Personal Electronic Device caused by nuclear, biological, or chemical exposure.
11. Failure of Personal Electronic Device or any of its parts due to electrical or mechanical defect.
12. Theft by pickpockets committed without violence or intimidation or mysterious loss.
13. Loss due to force majeure (interpreted as an event that cannot be avoided, unexpected, and external in nature), preventing the physical restoration of Personal Electronic Device.

14. The Personal Electronic Device being left in places in which such Personal Electronic Device is put in an open space, inside a vehicle, building, or any public places without your supervision.

15. Any loss or costs not covered in the Scope of Coverage part.

16. Any loss of or damage to the software and operation system of the device and the contents stored in the storage media.

### **C. PROCEDURE FOR CLAIM**

How to make a Claim

Insurance is there to make things easier for you and is reliable.

If you would like to make a Claim, you can trust us to provide practical and professional assistance by giving honest answers and making significantly fast payment.

Standard Procedure for Claim:

1. You must notify Us within a period of 3 (three) workdays as from the occurrence of the Incident.
2. You will be requested to complete the letter of claim and the documents as required to support your claim.
3. You must also provide other information that We may need in addition.
4. You must notify Us within a period of 3 (three) workdays regarding other insurances that you have that cover the Incident.
5. You must fill out and return the documents required including but not limited to the claim form, Police report, lawsuit, notification, and other documents that We ask you to provide.



6. The claim form and supporting documents must be returned to Us within a period of 30 (thirty) calendar days as from the first notification of claim that occurred to Us.
7. Make Police Report:
8. After the occurrence of a Robbery, and at all times before 48 (forty eight) hours have passed, you must make a report to the Police which covers the following matters:
  1. Situation where the Incident occurs
  2. Details of all personal goods being robbed
  3. Every instrument of evidence or evidence to verify that the personal goods being robbed are yours.

In the event of Incident of Personal Electronic Device: After the occurrence of the Incident, you must:

1. Avoid any effort to repair the Personal Electronic Device by yourself
2. Avoid using any repair service based on your own choice to repair the Personal Electronic Device
3. Report the claim to Us related to Unintentional Damage or Entry of Liquid in accordance with the terms and conditions of Policy.
4. Notify Us regarding other insurances that cover the Incident that occurs.

#### **D. GENERAL EXCLUSIONS**

We will not cover the following matters:

1. Any loss due to unlawful act;
2. Any loss that you deliberately caused;

3. Any loss due to War, invasion, action of foreign enemy, battle, or any operation similar to War (whether the War is declared or not), civil War, rebellion, revolution, civil unrest, civil takeover or coup, Martial Law, terrorism, insurrection, or any action by the authority which is unlawfully established.
4. Any loss due to order issued by a government, the state authority, or government officials.

## **E. GENERAL PROVISIONS**

### **1. Settlement of Dispute**

In the event of dispute occurring between us due to the interpretation of accountability or the amount of indemnification under this Policy, such dispute shall be settled amicably or by deliberation within a maximum period of 60 (sixty) calendar days as from the occurrence of such dispute. Dispute shall occur as from the moment we declare the disagreement on the disputed matter in writing.

In the event that the dispute cannot be settled amicably or by deliberation, We shall give you the freedom to choose one of the choices for settlement of disputes including to settle the aforementioned dispute and the choice cannot be revoked. You must notify your choice to Us by registered mail, telegram, telex, facsimile, e-mail or by courier.

#### **a. Indonesian Insurance Mediation Agency**

It is hereby declared and agreed upon that we shall settle any dispute through the Indonesian Insurance Mediation Agency ("**BMAI**") in accordance with the terms and conditions applicable in BMAI.

#### **b. Arbitration**

It is hereby declared and agreed upon that we shall settle any dispute through Ad Hoc Council as follows:

- i. Ad Hoc Arbitration Council shall consist of 3 (three) Arbitrators. Each of us shall respectively appoint one Arbitrator within a period of 30 (thirty) calendar days as from the receipt of notification, and the two Arbitrators shall then appoint the third Arbitrator within a period of 14 (fourteen) calendar days after the second Arbitrator is appointed. The third Arbitrator shall serve as the chairman of the Ad Hoc Arbitration Council.
- ii. In the event of disagreement in appointing the third Arbitrator, you and/or We may file an application to the head of District Court the jurisdiction of which covers the respondent's domicile to appoint the chairman of Arbitrators.
- iii. Examination on the dispute shall be settled by no later than 180 (one hundred eighty) calendar days as from the Ad Hoc Arbitration Council is formed. With the approval of the parties and if deemed necessary by the Ad Hoc Arbitration Council, the period of examination of dispute can be extended.
- iv. Decision of the Arbitration shall be final and shall have binding legal force towards us. In the event that you and/or We do not execute the decision of Arbitration voluntarily, such decision shall be executed based on the order of the head of District Court the jurisdiction of which covers the respondent's domicile upon the request of one of the disputing parties.
- v. Matters not yet stipulated in this Article shall be subject to the provisions set forth in the law regarding arbitration, which currently shall be Law of the

Republic of Indonesia Number 30 of 1999 dated 12 August 1999 regarding  
Arbitration and Alternative Dispute Settlement.

c. Court of Law

It is hereby declared and agreed upon that we shall settle any dispute through  
District Court within the territory of the Republic of Indonesia.

2. Excess Insurance

If the insurance provided by this Policy constitutes an excess insurance, it means that when an incident occurs, there is another insurance that is applicable and can be claimed, thus this Policy shall only cover the amount that is not covered by such other insurance, up to a certain limit of coverage. If the incident is covered by more than one coverage of Policy, We shall only pay the coverage based on what you file for the first time in the claim.

3. Governing Law

This Policy shall be governed by the Law of the Republic of Indonesia.

4. Policy Period

This Policy shall be signed and issued by considering the acceptance and approval of the application letter by Us and shall be deemed effective as from 00:00 West Indonesia Time on the effective date as indicated in the Certificate, in which the first premium has been fully received by Us and shall end after 6 (six) months or 1 (one) year (depending on the period of insurance selected) as from the effective date at 00:00 West Indonesia Time. Renewal shall be processed every month, 6 months or 1 year (depending on the period of insurance) once your premium has been received. This article shall be cancelled immediately if you do not make the payment of or if you fail to pay the premium to Us.

5. Concealment or Fraud

This entire Policy shall automatically be void, whether before or after the loss, if you deliberately conceal or provide false statement regarding material fact or any other condition with regard to this insurance or provide incorrect information to us.

6. You must make all reasonable efforts to prevent further loss at the time of and after the loss.

7. Embargo and Economic Sanctions

We shall not be responsible for making the payment for every obligation based on any part of coverage in this Policy or for making payment based on any expansion whatsoever:

For every loss or claim which occurs, in relation to or in which you or your heirs, as indicated in the Policy are citizens or authority of any government of any country, in which based on the law governing this Policy and/or the law governing Us, Our parent company or its controlling board, have imposed embargo or other economic sanctions resulting in Us being prohibited from providing insurance coverage, conducting business activities with or providing economic benefits to you or your heirs based on this Policy. Based on such provisions, it is understood and agreed upon that there will be no benefit or payment given to the heirs which is declared unable to receive any economic benefit based on the laws and/or regulations governing this Policy and/or Us, Our parent company or controlling board.

8. Obligations after an Incident

We are not obligated to provide coverage based on this Policy unless the terms and conditions in this Policy have been met.

9. Method of Payment of Premium

Payment of premium may be made through virtual bank account, charged to your credit card, by transfer, by debit card or other methods of payment as agreed upon by us.

#### 10. Waiting Period for the Payment of Premium

A waiting period of 14 (fourteen) calendar days shall be given for the payment of each premium reaching maturity date after the first premium, during which period the Policy shall remain effective, unless the Policy has been cancelled in accordance with the provisions of this Policy.

#### 11. Our Policy for Every Payment of Premium after the Waiting Period

- a. If the Policy Period is 30 (thirty) calendar days or more, every premium that has reached maturity date must be paid and must have been received by Us (or by the agent from whom this Policy is purchased) within a period of 30 (thirty) calendar days as from the effective date of coverage in this Policy or its renewal.
- b. In the event that the premium which has reached maturity date is not paid and actually received by Us in full within the period of 30 (thirty) days as mentioned above, then:
  - i. Coverage in this Policy or its renewal shall automatically end immediately after the end of the aforementioned period of 30 (thirty) days;
  - ii. Coverage shall automatically be cancelled without prejudice to the obligations occurring within a period of 30 (thirty) days, and
- c. If the Policy Period is less than 30 (thirty) calendar days, every premium that is payable must be paid and received in full by Us (or by the agent from whom this Policy is purchased) within the Policy Period.

#### 12. Acknowledged Date of Payment

Payment made through virtual bank account/credit card/transfer/direct debit: the date when the fund is credited to Our bank account.

### 13. Currency

In the event that payment of Premium and/or claim of insurance Policy in foreign currency is made in Indonesian Rupiah, such payment shall use the equivalent exchange rate issued by Bank Indonesia at the time of payment. The aforementioned equivalent exchange rate must produce an amount in foreign currency that We should receive on such payment if the payment were made in the aforementioned foreign currency.

### 14. Assignment

Neither this Policy nor the Certificate may be assigned or transferred.

### 15. Prevailing Language

The text of this Policy shall use two languages, namely Bahasa Indonesia and English and in the event of different interpretations among those two languages, the one in Bahasa Indonesia shall apply.

### 16. Waiver

It is hereby declared that in the event that you or We terminate this Policy, both parties shall agree to waive Article 1266 and Article 1267 of the Indonesian Civil Code and such termination of insurance shall be conducted without requiring the approval of district court in the territory of the Republic of Indonesia.

### 17. Your Agreement

You hereby agree that every information that We obtain or store (whether indicated in this Policy or obtained otherwise) can be used and disclosed by Us to individual/company related to Us or to any independent third party (in Indonesia or abroad) for any matter related to this Policy, and to provide any information

regarding the products and services that We believe may be interesting to you and to communicate with you for any purpose whatsoever.

## **F. CANCELATION OR CHANGE OF POLICY**

### **1. Cancellation by You**

You may cancel this Policy or any part hereof at any time by notifying Us in writing within a period of 7 (seven) calendar days prior to the effective date of such cancellation. In the event of cancellation of Policy by you, the following matters shall apply:

- If during the Annual Policy Period you have not made any claim, premium shall be refunded on a prorated basis deducted by administrative fee for the period as from the date of cancellation up to the termination date.
- If during the Policy Period, you have made a claim, premium for the period as from the date of cancellation up to the termination date shall not be refunded.

### **2. Cancellation by Us**

We may cancel this Policy or any part hereof at any time by notifying you in writing 7 (seven) calendar days in advance. Such notification shall be sent to you by the last e-mail address indicated in the Certificate. Premium for the period as from the date of cancellation up to the termination date shall be refunded by using prorated method.

We can cancel this Policy by giving notification letter with a period of 7 (seven) calendar days if you fail to pay the premium on the maturity date, regardless of whether the premium is payable to Us, to Our agent.

### **3. Changes**



You must notify Us within a period of 7 (seven) calendar days regarding any change of condition that will affect this insurance.

In the event that We receive a notification from you regarding any change of condition that will affect this insurance, We shall be entitled to change any term or condition of this insurance after We give a notification to you within a period by no later than 7 (seven) calendar days.

4. Any change or modification of this Policy shall not apply unless made with an addendum signed by the authorized representative.