

Specimen



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Nyala Insurance S.C

MOBILE PHONE INSURANCE POLICY

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WHEREAS the mobile apparatus is not yet insured in Ethiopia,

WHEREAS the mobile apparatus can easily be available in the database of the Ethio telecom and can be accessed through their media platform,

WHEREAS the insured has submitted to THE NYALA INSURANCE SC (hereinafter called "The Company") online through Ethio telecom platform which shall be the basis of the contract which the insured has paid or agreed to pay the premium as consideration for the indemnity hereunder contained,

NOW THIS POLICY WITNESSES that, The Company will subject to the terms, provisions and conditions contained herein or endorsed hereon indemnify the Insured against loss/damage as hereunder mentioned actually occurring or arising during the period stated.

1. INSURING AGREEMENT

The Company will indemnify the insured for accidental loss and/or damage in excess of the deductible, but not exceeding the value of the mobile apparatus mentioned on the proposal form, resulting from the following incidents:

1. Loss
2. Theft
3. Damage
4. Breakdown

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1.1 Definition

- ♦ **Mobile Phone** – any Smartphone apparatus other than feature phones which is accessed by Ethio telecom
- ♦ **Loss** – The disappearance of the mobile phone in circumstances that do not involve theft and one are unable to recover it.
- ♦ **Theft** – One Mobile phone being taken unlawfully from one or anyone temporarily holding or storing it for the insured know well.
- ♦ **Damage / Breakdown** - The mobile phone or device stops working normally as the result of an accident (including a cracked screen and liquid damage) or a deliberate act by someone other than oneself.



2. PERIOD OF COVER

Continuous contract for three years renewable every year which the liability of the Company commence, from the date at which the applicant accepts registration for insurance and the Company's liability expires when the three years period mature or the insured unsubscribe the service or the mobile apparatus is changed whichever comes first.

3. EXCEPTIONS

The Company shall not be liable to make any payment in respect of:

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- 1) Mobile phone that is not registered in the Ethio-telecom database
- 2) Any deductible amount
- 3) Any consequential loss or contractual liability sustained by the insured
- 4) Loss or damage due to manufacturing flaws or problems with workmanship and/or defective materials or parts
- 5) Any defect or fault covered by a manufacturers guarantee or warranty
- 6) Loss or damage while the Mobile phone left somewhere the insured can't see it but others can
- 7) Loss or damage to the Mobile phone as a result of left on display in unattended vehicle
- 8) Loss or damage the Mobile Phone as a result of left in the care of someone which the insured don't know well
- 9) Intentionally damaged Mobile Phone
- 10) Overloading and experimentation involving imposition of any abnormal conditions
- 11) Any loss or damage occurring elsewhere than in Ethiopia
- 12) The cost of any unauthorized charges (calls, texts, data etc.) made using the lost or stolen device
- 13) The cost of replacing or reinstating any data, information pictures, videos or music stored on the mobile phones
- 14) Any cosmetic damage where there is no loss of functionality, except one claiming for a cracked screen



- 15) Damage by wear and tear, vermin, atmospheric or climatic condition or gradual deterioration, inherent defect or from any process of cleaning, repairing or maintenance or making alternations to the phone or acting against manufacturer guideline.
- 16) Loss, Theft and Accidental damage of any accessories used with or attaching to the mobile phone
- 17) Mechanical or electrical hazard other than when caused by accidental damage
- 18) Costs suffered by the claimant as a result of not being able to use the mobile phone, or any costs other than the repair or replacement cost of the mobile phone
- 19) More than one claim in a year, if the insured has made successful claim.
- 20) Any consequence whether direct or indirect of:

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War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riots, strikes, civil commotions, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or the influencing of it by terrorism or violence, or loot, sack or pillage in connection with any such occurrences or due to the action of any organization group or individual connected with or taking part in political or quasi political interference in the affairs of Ethiopia, armed or unarmed robbery, armed or unarmed shifta action, holdup or any act of banditry and in any claim action suit or other proceeding to enforce a claim for liability under this policy the burden of proving that the liability does not fall within this clause shall be upon the Insured.

21) Nuclear reaction, nuclear radiation or radioactive contamination

22) Theft:

- where the mobile phone was knowingly left on display and outside the view of one or anyone temporarily holding;
- storing it with one's permission;
- from any unattended vehicle (unless the vehicle is securely locked and one's mobile phone is concealed out of sight or in a locked boot or compartment and it is stolen



by someone who has broken in to the vehicle);

- from a building (unless the building is occupied or secured and the mobile phone is stolen by someone who has entered the building unlawfully);
- Where one do not report it to the police and obtain a report or crime reference number.

23) Accidental damage caused by:

- a deliberate act by one or anyone not following the manufacturer's instructions; or routine servicing;
- repairs by anyone not authorized by the Company;
- scratching, denting or chipping that does not stop it from working normally;
- Software accessories or any form of electronic virus.

4. POLICY CONDITION

1) In the case where the Mobile phone is changed during the insurance period, the cover provided shall immediately ceases.

2) Duration of the Policy cover

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The Policy shall remain in place until it is either cancelled by the client or if one fails to make one of the monthly payments or after 36 months from the date of purchase of this policy. The cover is monitored every month for the 36-month insurance period. Any fall back in monthly payments is liable to either punishment or forfeiture by the insurer.

3) The Insured shall take all ordinary and reasonable precautions for the safety of the mobile phone

4) Cancellation

The Company may cancel this policy by giving the insured written mobile text message within 24 hours. The insured may cancel the policy at any time by unsubscribing to Ethio telecom with standing instruction online.

5) Notification of Accident and Claim Procedure

On the happening of any event likely to be the subject of a claim under this policy the Insured shall:

- a) immediately notify Ethio telecom whenever the insured Mobile Phone is lost or stolen, to limit the unauthorized use and blacklisted.



- b) immediately give notice to the nearest Police station of any loss and take all practical steps for the discovery. The insured should obtain crime reference number together with reports from the police station to render claim to the Company.
 - c) report the claim in writing to the Company as soon as possible but within 24 hours of discovery of the loss, theft, breakdown or damage.
 - d) log all claims through the available online platform or through allotted claim code reference number, while registry.
- 6) Settlement of the claim

The claim shall be settled in anyone of the following:

- i. In the event of damage or breakdown to an insured Mobile phone, the Company maintains at its maintenance center or pays the repair cost to the repairer, as the case/condition may be.
- ii. In the event of loss/theft, the insurer shall replace the Mobile Phone with the same specification and same capacity. If the Company is unable to do so, the insured may be given a choice of models with an equivalent specification. Where the Company replaces the mobile phone, the replacement may be a refurbished (not necessarily brand new) device, depending on the registry information made in the cover.
- iii. In the event of loss/theft, the Company at its option shall pay the claimant the amount of the cover less any deductible or excess specified on the schedule through a claimant's mobile bank account or any other registered banking channel.

7) Contribution

In the event of loss of or damage to the insured Mobile phone described in the schedule of the policy, the insured shall be liable to pay reasonable contribution on the replacement cost of the Mobile phone or part thereof on account of wear and tear or depreciation

8) Recovery and Salvage

- The insured shall return the damaged Mobile Phone to the Company before settlement of the admissible claim.
 - The Company shall be the first to be payable for any recovery and salvage to the extent of its actual payment under this policy, any remainder if any shall be to the Insured.
- If there is no recovery, the expense of the proceedings will be borne by the party.



instituting them.

- If the Mobile phone is subsequently found after one has claimed for loss or theft, it will belong to the Company and one will have to send it accordingly.

9) Fraud

If a claim is found fraudulent in any way, or if fraudulent means is used by the insured or by any one acting on behalf, to obtain any benefit under this policy, all benefits under this policy shall be forfeited.

- If one acts on one's behalf makes a false or fraudulent statement, or provide false or fraudulent documents in support of a claim, the Company can cancel the policy and forfeit all rights under the policy. The Company shall retain the right to recover any cost they have incurred to fulfill the claim, including the cost of the replacement mobile phone and in the process of recovering the replacement phone.
- The Company may record this on anti-fraud databases and may notify to other organizations.

10) Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization and the insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

11) Right to keep information:

The insurer keeps the calls or messages of the insured due to the following reasons;

- Keep a record of the instructions the applicant gives to the insurer;
- Monitor the performance;
- Improve staff training;
- Comply with relevant laws and regulations.

12) Choice of Law

The construction, validity and performance of this policy will be governed by the Ethiopian law.

13) Language

The English version of this policy is binding between the contracting parties

