

TERMS & CONDITIONS

The device protection plan is not covered under:

1. Repairs or any other costs for;
 - ✓ Cleaning, inspection or routine servicing
 - ✓ Loss or damage resulting from a manufacturers defect or recall of the MODEM.
 - ✓ Any repairs carried out without prior authorization and away from Spectranet
 - ✓ Wear and tear to the MODEM and/or gradual deterioration of performance
 - ✓ Cosmetic Damage
2. Any loss occasioned through the willful act of the insured or any other person with the knowledge or connivance of the insured
3. Any loss or damage to information or data or software contained in or stored on the MODEM
4. Claims arising from damage or directly occasioned by pressure waves caused by aircraft or other aerial MODEM travelling at sonic or supersonic speed
5. Claims arising from terrorism, war or invasion, acts of foreign enemies, hostilities whether war is declared or not, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalization or requisition or destruction or damage to property under the order of any government or public or legal authority
6. Loss or damage whilst the insured articles are left in an unoccupied building or other locations for a period longer than seven (7) days unless suitable arrangements are made for the safety of the said Modem
7. The MODEM whilst not in the possession of the insured or members of his family normally residing with him/them

CLAIMS CONDITION

- In the event of a Theft claim, the insured must immediately notify Spectranet of the damage / theft for deactivation of the MODEM within 3 days.
- After due notification, Spectranet requires the following documents before claim is made:
 - ✓ Completed claim form – showing the basic details:
 - name of the customer
 - address
 - cost of MODEM
 - identification mark of the MODEM
 - time, date and place of loss
 - circumstances leading to loss / theft
 - Sworn Affidavit & Police extract in the case of Theft
 - ✓ Spectranet will approve the claim within 4 working days & provide the replacement device to the customer.
- Device Protection Plan is rendered null and void when an account remains Inactive for a period of 90 days.

MEMORANDA

ELECTRICAL CLAUSE

The insurance by this policy does not cover loss of or damage to any electrically driven machine or apparatus directly caused by its own-running, short-circuiting, self-heating or by the application of excess electrical energy and also resulting from mechanical derangement provided that this exception shall only apply to the particular electrical machine, apparatus or portion of electrical installation so affected and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or electrical installation.

NAKED LIGHT WARRANTY CLAUSE

Warranted that the Company is not liable under this policy for loss or damage caused by fire arising from the presence or use of naked light within the Insured premises.

POLITICAL RISKS EXCLUSION CLAUSE

This policy does not cover any loss or damage occasioned directly or indirectly by, or through, or in consequence of any of the following occurrences, namely:

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not, civil war)
2. Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalization, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.
3. Mutiny, civil commotion, military 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.
4. Any riot, strike or public disorder or any act or activity, which is calculated or directed to bring about public disorder or any act or activity, which is calculated or directed to bring about public disorder unless riots and strike extension is endorsed on the policy and then only to the extent stated.
5. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change or in protest against any state or government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.
6. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in items 4 and 5 above.
7. Plundering, looting, war, pillage in connection with riots and/or civil commotion.

TERRORISM EXCLUSION CLAUSE

The insurance provided under this Agreement shall not apply to the following:

Any loss, cost or expense arising out of or related to, either directly or indirectly, any "Terrorist Activity", as defined herein. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense. For the purpose of this exclusion,

- A. "Terrorist Activity" shall mean any deliberate, unlawful act that:
 - Is declared by any authorized government official to be or to involve terrorism, terrorist activity or acts of terrorism; or
 - Includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or part, to
 - Promote or further any political, ideology, philosophical, racial ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
- B. Influence, disrupt or interfere with any government related operations, activities or policies;
- C. Intimidate, coerce or frighten the general public or any segment of the general public; or
- D. Disrupt or interfere with a national economy or any segment of the national economy; or

- E. Includes, involves, or is associated with, in whole or in part, of the following activities, or the threat thereof:
- a. Hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - b. Hostage taking or kidnapping
 - c. The use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
 - d. The use of bomb, incendiary device, explosive or firearm;
 - e. The interference with or disruption of basic public or commercial services or system: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - f. The injuring or assassination of any elected or appointed government official or any government employee;
 - g. The seizure, blockage, interference with, disruption of, or damage to any government buildings, institutes, functions events tangible or intangible property or other assets; or
 - h. The seizure, blockage, interference with, disruptions of, or damage to tunnels, roads, street, highways, or other places of public transportation or conveyance
- F. Any of the activities listed in section E(3) above shall be above shall be Terrorist Activity except where the insured can conclusively demonstrate to the insurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to:
- a. Promote or further any political, ideology, philosophical, racial, ethnic, social religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetration;
 - b. Influence, disrupt or interfere with any government related operations, activities or policies;
 - c. Intimidate, coerce or frighten the general public or any segment of the general public; or
 - d. Disrupt or interfere with a national economy or any segment of a national economy.