

**Genesis Communications**  
**“Total Service Cover”**  
**DATACARD TERMS AND CONDITIONS**  
**(Terms and Conditions- to be used for Databards only)**

Genesis Communications will in consideration of continued payment of the monthly line rental and subscription to “Total Service Cover”.

- a) indemnify You against the cost of repair or replacement of the Equipment which has sustained physical loss or damage during the month period of subscription to “Total Service Cover” as a result of malicious or accidental damage or theft.
- b) also indemnify You against the cost of repair or replacement of the Equipment which has sustained physical loss or damage during the month period of subscription to “Total Service Cover” as a result of sudden and unforeseen breakdown.

**DEFINITIONS**

1. Us/Our means Genesis Communications.
2. You/Your means “the private individual, firm or company or any person, firm or company authorised to use the Equipment on their behalf.”
3. Equipment means “A PCMCIA card (which holds a separate SIM) as supplied by Genesis Communications”.
4. Unattended means “where You or the authorised user is not in a position to prevent the theft of or damage to the Equipment”.
5. Breakdown means “the actual breaking or burning out of any part of the Equipment caused by or arising from internal electronic, electrical or mechanical defect, defective or faulty materials or workmanship causing stoppage of normal operation and necessitating immediate repair or replacement before normal operation can be resumed.

**CONDITIONS**

**(1) Indemnity**

Genesis Communications will indemnify You

- (a) by repair or at its option by replacement of the Equipment provided always that the total liability of Genesis Communications shall not exceed the cost of providing to You, new equipment of specification equivalent as nearly as may be in the opinion of Genesis Communications.

**(2) Reasonable Precautions**

You must take all reasonable precautions to protect the Equipment and must use the Equipment in accordance with the manufacturer’s instructions.

**(3) Fraud**

This indemnity will be voidable in the event of fraud, false claims, non-disclosure of material fact or alteration of risk without the prior agreement of Genesis Communications.

**(4) Territory**

This indemnity will only apply to You if You are permanently resident in the United Kingdom and whilst You are temporarily travelling in any other Country where the Equipment is usable, for a maximum of 90 days in any one calendar year

**(5) Claims**

Within 48 hours of the discovery of any incident that may give rise to a claim under this indemnity

**You must:**

- (a) notify us to bar the Equipment number account (where appropriate) and to commence the claim procedure.
- (b) notify the Police in the event of theft or malicious damage and obtain a crime reference number or where available a Police report.
- (c) provide information to Genesis Communications to complete the claim documentation. The Equipment must be repaired or replaced by Genesis Communications or an authorised repairer nominated by Genesis Communications;

In the event of non-compliance by You with any of the above Conditions, any liability of Genesis Communications that would have arisen as a result of such loss will be forfeited.

6) Cancellation

Genesis Communications or You may cancel the "Total Service Cover" by giving notification in accordance with the standard terms and conditions of the Genesis Communications airtime contract.

GENERAL EXCLUSIONS

This indemnity will not apply in respect of:

1. Loss of use of the Equipment nor any consequential loss of any nature whatsoever.
2. Any loss or damage:
  - (a) Caused by a wilful act or negligence by You, Your employees or any person using the Equipment with Your permission;
  - (b) This indemnity excludes war risks, terrorism, sonic booms and nuclear radiation.
3. Any datacards over four years old.
4. Any costs associated with the loss or corruption of data.

SPECIFIC EXCLUSIONS

Genesis Communications will not be liable in respect of :-

- A.
  - (i) The first £25 of any claim.
  - (ii) Any damage or fault caused by any form of electronic virus.
- B. Loss or damage caused by or attributable towards:
  - (1) Theft or attempted theft or malicious damage unless reported to the police within 48 hours of discovery;
  - (2) Theft of Equipment left unattended in a public place or a place to which the public has regular access;
  - (3) Theft by the third party where the Equipment is hired or rented by or lent to a third party;
  - (4) Any process of cleaning, servicing, maintenance, adjustment or repair;
  - (5) Theft or attempted theft of the Equipment from any open topped or convertible vehicle;
  - (6) Theft or attempted theft of Equipment from any premises or unattended vehicle unless the premises or vehicle are securely locked and there is evidence of physical damage to the vehicle or premises as a result of forcible or violent entry;
  - (7) Theft of Equipment which can be operated independently of a vehicle unless the Equipment is secured in the locked boot or locked glovebox of the vehicle in addition to the provisions of SPECIFIC EXCLUSION B (6) above and there is evidence of physical damage as a result of forcible or violent entry to the boot or glovebox;
  - (8) Theft of Equipment left unattended on or in any form of public transport including but not limited to public and private hire vehicles;
- C. Breakdown attributable to or caused by:
  - (1) Any malfunction resulting from the incorrect use of electricity or the incorrect setting of controls or accessories or equipment not approved by the manufacturer;
  - (2) Any malfunction resulting from incorrect installation or re-installation, faulty software or programming.
- D. The cost of:
  - (1) Repairs to interior or exterior paintwork caused by scratching or chipping of paintwork or polished surfaces;
  - (2) Any costs or charges for which the manufacturer, supplier or distributor are liable in accordance with their standard warranty obligations.