

Dynabook Accidental Damage Protection (ADP) provides coverage as illustrated in this document. The validity of the ADP depends on the warranty terms & conditions available at the time of purchase of the new notebook.

Coverage

Dynabook agrees to repair or replace Equipment (i.e., laptops / notebooks) covered under this Accidental Damage Protection from any physical loss or damage during the Period of Coverage caused by:

- Accidental damage to the Equipment due to unintentional drop or collision
- Power surge - Physical damage caused by any power surge
- Accidental liquid spill in/on Equipment

Subject to the terms and exclusions, mentioned here in below.

Period of Coverage

Dynabook Accidental Damage Protection is non-renewable and valid for period for which the ADP has been available by the customer.

Limit of Liability

1. Dynabook Accidental Damage protection service is available for personal and commercial usage of notebook.
2. Dynabook liability shall be limited to repairing or replacing the damaged item as stated in the following paragraphs. Dynabook has no liability whatsoever for indirect, consequential or incidental damages under contract or tort or claims of loss of data, revenue or profits.
3. Upon a claim being assessed by Dynabook as genuine and covered under ADP, Dynabook may at its discretion decide to repair or replace the damaged item with items similar or equivalent to the original purchased item
4. Notwithstanding anything to the contrary, this Accidental Damage Protection will automatically terminate on the date that Your Equipment is replaced with equivalent equipment due to a damage being assessed as non-repairable and treated as total loss by Dynabook.
5. If we repair the eligible Equipment, you understand and agree that we may replace original parts with new parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. At our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Equipment. However, Dynabook is the only party obligated to provide service under this Agreement.
6. If we decide that it is necessary to replace the Equipment rather than repair it, you will receive an Equipment equivalent to the Equipment you originally purchased from us, as determined by us in our sole and reasonable discretion. To receive repair or replacement of an Equipment, you must return the damaged Equipment to us in its entirety. The ADP facility of repair or replacement cannot be availed without the original damaged Equipment being provided to Dynabook. In case of replacement being offered by Dynabook, the original replaced equipment will be Dynabook property.
7. Equipment/Parts Included/External Components not Excluded - Parts of the laptop/notebooks including the central processing unit, motherboard, internal memory, power adapter, palm rest, internal fan, internal keyboard, internal hard drives, internal disk or CD/DVD ROM drives, touch pad, acupoint, internal modems, internal network card, Internal speaker, chassis and the computer's built-in LCD are qualified and covered under ADP. Consumable items like removable media. Power adapter, batteries, Tablet PC pens, and any other extension adapter or similar supplies and key pop out are not covered, except in cases where the Equipment is declared as total loss by Dynabook.
8. Peripheral devices, such as docking stations, external modems, external speakers, game devices, carry cases, secondary monitors, external mouse on laptop/ notebooks, external keyboard on laptop/notebooks, and other computer components not internal to the Equipment are not covered.

This Protection is for hardware only. Dynabook Accidental Damage Protection Service does not cover any damage (including without limitation virus- inflicted damage) to software preloaded on, purchased with, or otherwise loaded on the Equipment. We will exercise reasonable *efforts* at your cost to, but do not guarantee that we will repair or replace factory installation items that may otherwise, be excluded components.

9. You are solely responsible for all data stored on the Equipment. We do not provide you any data. recovery services under this Agreement. Neither will Dynabook be responsible for any confidential data on the damaged unit, which must be always returned to Dynabook. However, if hard drive replacement is necessary, we will reload, at no charge to you, the then- current version of major application and operating system software you originally purchased from us, including any installed custom factory integration applications. We do not, however, represent or warranty that any installed custom factory integration will be compatible with the replacement Equipment.
10. Dynabook reserves the absolute right to determine whether the damage is within or beyond. economic repair. Any decision made by Dynabook is final and the purchaser shall have no further rights to contest the decision or make claims against Dynabook.
11. Dynabook does NOT provide cash settlement.
12. Dynabook Service Centre, its Authorized Service Centre and Authorized Dealers reserve the right to request proof of purchase (e.g., a paid and dated purchase invoice) showing model and serial number before processing a service claim under the ADP Service offered herein.
13. All Equipment and components replaced by Dynabook shall become Dynabook property.
14. Claim which is fraudulent in any respect, any false declaration made or used in support thereof or if any fraudulent means or devices are used by the customer or anyone acting on the customer's behalf to obtain any benefits under the ADP coverage or if any loss or damage be occasioned by the customer's gross negligence, willful act or with connivance, all benefits under this service shall be forfeited with immediate effect.
15. Dynabook or its Dynabook Service Centre will be liable for only the physical loss or damage of the Equipment arising from the events covered mentioned above along with the exclusions and conditions.
16. Dynabook shall not be liable for indirect/consequential loss or liability of any kind or description.
17. If the claim is not covered under this plan, the costs of repair or replacement will be borne by you (the purchaser). However, Dynabook will seek your approval before commencing the repair or replacement.
18. The costs of dismantling of the Equipment will be covered under ADP in case of a valid claim. However, if upon dismantling it should be found that the damage is not within the scope as mentioned above along with the exclusions and conditions, then the cost of dismantling must be borne by the End User.
19. The Mother Board of the machine (PCB) can be claimed only once during the warranty period under this policy.
20. Under this policy the customer can claim only one incident annually.
21. Any damage on the equipment which is qualified under this program and not claimed within 7 days of such occurrence would not be admissible under this contract

Claims

In no case shall Dynabook be liable for any loss or damage not notified to Dynabook Service Centre within 7 days after the event.

When making service claims under Dynabook Accidental Damage Protection, the following documents must be provided to the Dynabook Service Centre:

Documents to be submitted for different types of claims

Perils	Hardware Receipt / Proof of Purchase and Claim Signed by Owner of the notebook or Head of the department in case the unit belong to Company
Accidental Damage, Power Surge , Liquid spilled	

Notice of Claims

In the event of any damage which might give rise to a claim under this agreement you shall:

- Notify Dynabook as soon as possible and subject to clause 21 above
- Take all reasonable steps to minimize the extent of any damage.
- Preserve complete damaged parts and make them available for inspection by Dynabook.
- Provide all information and documentary evidence with respect to the claims as Dynabook may reasonably require.
- Upon notification of a claim being given, you must give Dynabook an opportunity to inspect the loss or damage before any repairs or alternations are affected
- You should carry-in the Equipment to the nearest Dynabook Authorized Service Centre location or pay extra costs for on-site service support in case unit is not under on-site warranty or not in serviceable location due to genuine reason.

Precautions to prevent loss

You shall at your own expense take all reasonable precautions to prevent damage and to comply with statutory requirements and manufacturers recommendations relating to the safeguarding and operation of the Equipment.

Exclusions

This ADP does not cover, and Dynabook will not be liable for claims arising from :

- Damage caused by any process of, repairing, dyeing, bleaching or deterioration arising from wear and tear, moth, vermin, pet animals, insects or any other gradually operating cause
- Loss or damage to the Equipment covered under the standard warranty for the Equipment
- Mechanical or Electrical derangement/breakdown not being attributable to details mentioned.
- Any Contractual liability arising out of any contract which imposes on you a liability which you would not otherwise have been under
- Any loss or damage arising through delay, detention or confiscation by Customs or other governmental authorities
- Criminal Breach of Trust
- Consequential/indirect loss of any kind
- Any theft howsoever caused including one consequent upon actual forcible and violent entry/exit or any attempt threat.
- Willful Act caused by the deliberate action of the purchaser or any person acting with your knowledge or consent; abscondment.
- Shortage discovered at the time of stock taking or inventory check.

Arising during or in consequence of:

- Fire
- Rain
- Lightning
- Earthquake, volcanic eruption and subterranean fire
- hailstone, storm, tempest or other act of God or atmospheric conditions

- landslide
- Riot Strike or Malicious Damage
- Terrorism
- Any theft howsoever caused including one consequent upon actual forcible and violent entry/exit or any attempt threat
- Hold Up/Armed Robbery

Loss or damage or consequential loss directly or indirectly caused by, consisting of, or arising from:

- Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility
- Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set
- Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

Cheating

- Loss or Damage of any kind whilst the Equipment is in the possession of a commercial carrier and in-transit including but not limited to during the course of transit via postal, courier service
- Any damage to the Equipment that is cosmetic only and does not affect Equipment functionality. Wear and tear on the Equipment and other superficial items such as scratches and dents that do not materially impair use of the Equipment.
- Any Equipment that anyone other than Dynabook authorized service network or a person we designate has tried to repair.
- Accidental damage where damaged Equipment could not be traced. e.g., Equipment drop into the sea, river or drain.
- War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, civil commotion, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any Government or by any public, municipal or local authority.
- Nuclear reaction, nuclear radiation or radioactive contamination.
- Loss or damage caused by your gross negligence to use all reasonable means for the safeguarding of the equipment.
- Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Others

- Dynabook reserves the right to reject any application if the end customer ie, you, supply misleading incomplete information or makes any misrepresentation
- If any of the term(s) herein is held by any competent authority to be invalid, such term(s) shall be severed whilst all remaining terms shall remain valid.
- Dynabook reserves the final decision in the event of a dispute.
- Dynabook reserves the right to change the terms and conditions without prior notice.
- At the discretion of Dynabook, service will be provided using a combination of remote diagnosis and support, services delivered onsite, and other service delivery methods. Other service delivery methods may include delivery via a courier of customer- replaceable parts or whole unit replacement. Dynabook will determine the appropriate delivery method required to provide effective and timely Customer support.

Please refer to our website www.india.dynabook.com for sales and service contact information.

Dynabook Accidental Damage Protection (ADP) diClaim Form

Please state all relevant information requested as complete and as accurate as possible. Please note this form is issued without admission of liability.

Particulars of Claimant		
Company		
Company Address		
Name of Responsible Person	Appointment/Title	Company Employee/ID Number
Company Contact Number	Mobile Number	Email
Product Model Name	Part Number	Serial Number
Date of Accident (dd/mm/yyyy)		
Details of Claim		
Date of Occurrence (dd/mm/yyyy)		
Description of accident		
Supporting Documents Required: Purchase Invoice (if ADP is not registered with Toshiba) Photos of the damage on the product as detail as possible All other documents which can facilitate the consideration of the claim		
Has this same product been approved for ADP claims in the past? If yes, indicate how many claims have been made and approved .		
Declaration		

I declare that the information given is true and correct to the best of my knowledge and belief. I understand that any false or fraudulent statements or any attempt to suppress or conceal any material facts shall render the ADP void and I shall forfeit my rights to claim under the program.

Signature of Claimant	Company's Stamp
Name of Responsible Person	Date
For Dynabook and/or Authorized Service Provider Use Only	
	ADP Expiry Date (dd/mm/yyyy)
ASP Company Name	ASP PIC Name

Note: Upon successful submission of this claim form, an approval or denial for claim can be expected within Three business days