

### 1. We are here to help you if you need us

These are the policy conditions associated with your electronics and valuables insurance. The coverage is only valid for the product(s) mentioned on the policy. This document contains important information that you should read carefully. You can reach the administrator op 078 - 48 37 93 (local Belgian number) if you have any questions.

In case of contradiction about your rights and obligations, the information in your policy, including the clauses, shall prevail and the information contained in this document exceeds other written information. Unless expressly otherwise communicated in writing to you by us.

### 2. What is this insurance for?

This insurance provides worldwide coverage for your product(s) mentioned on the policy in case of accident damage and defects up to a maximum of the insured value. However, this cover only applies after acceptance by us, as long as the required premium has been paid and as long as you comply with these policy conditions, as further detailed in the terms and conditions applicable to this policy.

### 3. Definitions of who and what

- Proof of purchase – Receipt or specification stating what you paid for the product at purchase, or a specification that states the product value used to determine your monthly installments in case of rental purchase or buy on installment.
- Purchase value – The value of the product listed on your proof of purchase. This is also the maximum insured value.
- Administrator – Harmony Financial Service B.V. together with Harmony Service Center B.V.
- Current value - The fair market value of the product immediately before the damage or defect occurred.
- Defect – A physical deterioration caused by an unforeseen, sudden, internal event, which manifests itself in a permanent change of shape and/or structure, the cause of which lies in the product itself, is not a result of a production error and covered under warranty if the warranty had been applicable.
- End date – No later than the day on which the policy will expire permanently. If applicable, this is listed in the policy.
- Fraud – An intentional act by one or more persons where a misrepresentation is used to gain an unlawful advantage.
- Warranty or warranty period – This means both a manufacturer's warranty and a statutory guarantee (non-conformity). This is the period of certainty, if any extended, within which you are entitled from the manufacturer or legally to repair or replace by the manufacturer or supplier of the product in the event of a defect.
- Equivalent product – A product that is comparable in type, quality, condition and age and/or better than the insured product.
- Minimum contract duration – The minimum duration of your insurance. Within this period, you will not be able to terminate the insurance. This is listed in the policy.
- Accident damage – A physical impairment, which manifests itself in a permanent change of shape and/or structure of the product caused by an unforeseen, sudden, external, event.
- Original accessories – Accessories that come with the product without additional payment, think of charging cables or earbuds, included in the packaging.
- Policy – The proof of insurance you receive.
- Policy expiration date – End of the first coverage period or, where applicable, the first coverage period plus extensions.
- Premium expiration date – The date on which the (periodic) premium is to be paid.
- Product(s) – The (electronics) product listed in the policy or policy annex including the original accessories.
- Repair costs – Parts and labor costs for repairing the damaged product. Transport costs are not included.
- You or your – This is the policyholder listed in the policy together with persons with whom the policy holder lives permanently in a family relationship. Or in case of business use, all persons employed by the policyholder on a continuing basis.
- Loss – No longer owning the product other than through theft or sale.
- Terms or conditions – All written information provided to you through this document, the policy, or other official written documentation from us. This excludes information in commercial expressions, such as leaflets, advertisements, etc.
- We, we, us, or our – Lime Street Insurance PCC Limited – BASEL FIDES Insurance Cell with the administrator.
- Worldwide coverage – Coverage in case of theft or damage that has arisen inside and outside Belgium. The damage is dealt with in Belgium.

### 4. Provisional coverage and coverage period

Provisional cover is granted subject to acceptance of the final application. Provisional cover starts immediately after the application for the insurance and only applies if we have received all the information requested in the application. The provisional cover has a maximum duration of 14 days and ends retroactively from the moment of application if final application is rejected. During the preliminary coverage, we have the opportunity to request additional information from you for the purpose of final acceptance. We do not have an obligation to make final acceptance and may reject the coverage you requested without giving a reason during the provisional coverage period. If the final application is rejected any premium already paid will be returned to you.

The coverage period after final acceptance is defined in the policy and runs from the date of application. In the case of policies with periodic premium payments, we will tacitly extend this cover after the minimum contract duration on the policy expiry date.

A damage must be revealed during the coverage period. Damages revealed before or after the coverage period will not be considered, regardless of the moment of the cause.

### 5. Premium payment

#### Periodic premium

- In the case of periodic premiums, the first premium will be collected from your account by direct debit after taking out your policy. Follow-up premiums will be collected from your account by direct debit around the premium expiration date.

#### One-time premium

- One-time premium is paid by you immediately upon taking out the policy. This is done by direct payment, invoice or by direct debit by us.

#### Failure to pay follow-up premium (Art 69 W.Verz.).

- If the premium has not been paid or has not been paid on time or can be collected, which does mean not within 30 days before the premium expiration date, you will receive a notice from us. If you fail to pay the premium within 15 days, starting the day after such notice, coverage is suspended with respect to damages arising after these 15 days. A further default is not required. Nevertheless, you will continue to be required to pay any amount due, plus any collection costs and statutory interest.
- The suspension of the coverage ends 24 hours after we have received the amount due and any costs and/or damages arising during the period calculated from 15 days, starting the day after the first notice until the time the cover came back into force, shall not be reimbursed. We reserve the right not to take your claim into consideration if the premiums have not been paid on time. We also reserve the right to terminate the insurance without further default if we repeatedly fail to collect the premium due. Such notice shall take effect after the expiry of 15 days from the first day of suspension.

### 6. Coverages

- Your policy will indicate which of the following covers apply to you: defect and/or accident damage.
- Each individual claim is subject to an excess if an excess is applicable.
- The choice for either repair, replacement or benefit is always up to us. Benefit payments are only done if repair or replacement isn't possible within the maximum insured sum.

#### Accident damage and defects with monthly premium

In the event of (1) accident damage caused during and after the warranty period or (2) defects occur after the warranty period of the product, we either have the product repaired, we replace the product with an equivalent product, or pay you the current value of the insured item up to a maximum of the insured value if repair or replacement isn't possible within the maximum insured sum, provided you transfer the damaged insured product to us.

#### Accident damage and defects with one of premium

In the event of (1) accident damage caused within the first 36 months after the policy starting date or (2) defects occur after the warranty period of the product, we either have the product repaired, we replace the product with an equivalent product, or pay you the current value of the insured item up to a maximum of the insured value if repair or replacement isn't possible within the maximum insured sum, provided you transfer the damaged insured product to us.

### 7. Exclusions

No replacement, repair or benefit shall take place if defects, or damage is caused by, arising from, arising during or as a result of:

- Confiscation or seizure of the product by a governmental organization.
- An unauthorized repair.
- Errors or defects inherent in or arising from the production process. So-called production errors, regardless of whether the producer guarantees this.
- Failure to follow the manufacturer's instructions, misuse. This includes the indications regarding water resistance.
- Being under the influence of drugs, alcohol or other narcotics.
- Carrying out a criminal act by you.
- Installation, normal service, inspection, adjustment or cleaning.
- Slow-acting influences such as corrosion due to regular use in humid areas or above-average intensive use.
- Natural disasters, such as flood, earthquake, hurricane or volcano-eruption and its direct consequences.
- Normal wear and tear or gradual deterioration, such as batteries, cables, adapters, accessories and other accessories that are subject to normal and sometimes relatively rapid wear and/or deterioration due to its nature and use. Water resistance as defined in IP standards is also subject to wear and tear.
- Leaving the product unattended, i.e. out of your sight and/or sphere of influence, in, for example, a public space, workspace or school building, unless this is done in a locked cupboard, safe or space to which only you have access.
- Pests, insects, moths, fungi, rust, corrosion, climate or atmospheric conditions.
- Intent or insufficient care by you, sloppiness in deviation from article 7:952. This is the case where you have not taken any or insufficient measures to prevent damage or theft. These are situations in which, according to general terms and/or experience rules, an increased risk of damage and/or theft is taken into account.
- The damage has been caused by a nuclear reaction.
- The damage has been caused by organized violence (acts of war) in the form of: an armed conflict including actions by a UN peacekeeping force, a civil war, organized resistance with violence against the government, civil commotion or mutiny.
- Intentional damage in, or theft from a home or other enclosed space where the product has been left unattended for a period longer than 45 days.
- Riots, strikes, acts of terrorism or political riots.

- Lending or renting out the product.
- Viruses, software or software including updates from manufacturer and or third parties.
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#### 8. We do not pay compensation for

- Costs that you have already been reimbursed for, under the terms of another guarantee or insurance.
- Costs for delivering the defective device, such as courier fees or homemade shipping costs.
- Consequential damage, including expenses or foregone profits resulting from not being able to use the product.
- Cosmetic damages such as dents, scratches, discoloration and other external damages that do not affect the operation of the product.
- A defect covered by the manufacturer's warranty or a defect which must conclude that the product does not comply with the contract. In these cases, you must address either the manufacturer or the lot you sold the product to.
- Damages that are rejected under warranty in connection with a previous repair not authorized by us and which would have been covered by warranty if this repair had not taken place.
- The cost of repair carried out by another than our authorized repairer.
- Loss of data and/or software and any consequential damage caused by damage or defect, during the repair process, as a result of replacement or by any other cause.

#### 9. Your obligations

- You should take all reasonable precautions to prevent theft and damage. This means that when you have the reasonable choice, you have to choose the safest situation. Among other things, you must have enabled the tracking features provided by the manufacturer, such as Apple's Find my iPhone, and you must keep your product away from fluids or damp areas..
- You should make every effort to limit damage.
- You must adhere to the instructions for use of the product. If you do not comply, we are not obliged to pay benefits.
- You should notify us of any changes to your data, including your contact information, or that of the product. If you have failed to notify us of your changes, we reserve the right not to process your claim.
- You must comply with these policy conditions.
- You cannot derive any rights from the policy if you have not fulfilled one or more of these obligations to the extent that this harms our interests.

#### 10. What to do in case of damage

- You should contact us as soon as possible, but at least within 14 days on 078 - 48 37 93 (local Belgian number) to make the claim.
- In case of accident damage or defects, you must hand over the damaged product to us.
- You are not allowed to have the product repaired by another than our authorized repairer.
- When a claim is made, you are required to provide us with all the supporting documents we deem necessary to establish the cause and extent of the claim within 48 hours. You must also provide the proof of purchase of the product, if it has not yet been provided to us at the time of taking out the insurance.
- If the product is replaced as a result of a claim, the right of ownership of the replaced product is deemed to have been transferred to us at the time you accept the replacement product. The replacement product remains insured without a counter-notice.
- If the product is restored as a result of a claim, the right of ownership of the recovered component is deemed to have been transferred to us at the time you accept the restored product.
- You are obliged to help us if we want to recover the costs corresponding to your claim from a liable third party.
- You cannot derive any rights from the policy if you have not fulfilled one or more of these obligations to the extent that this harms our interests.

#### 11. General

- If you have either provided false, contradictory or incomplete information with the intention of deception or fraud at the time of the conclusion of the agreement or subsequently provided false, contradictory or incomplete information with the intent to defraud or fraud, we may terminate this policy immediately (Art 59 W.Verz.). We will recover any benefits already paid and recover the research costs we have incurred. In addition, we may take legal action. Any pending claim will not be considered further.
- You can terminate your insurance within one (1) month of handling a claim subject to a notice period of one (1) month. This also applies during the minimum contract duration.
- We may terminate your insurance within one (1) month of handling a claim subject to a notice period of three (3) months. This also applies during the minimum contract duration.
- We may adjust the premium and/or the conditions during the duration of the insurance. We will notify you in writing of the adjustments at least one (1) month in advance. If this adjustment leads to a higher premium and/or adjustment of the conditions to your disadvantage, you have the right to terminate your insurance. You must make this known to us in writing within one (1) month of our reporting.
- You can cancel your policy within 14 days of receiving the policy. If you have not made a claim, any premiums you may pay will be refunded to you.
- You can cancel your policy after the minimum contract period, subject to a notice period of one (1) month per premium expiration date.
- We may cancel your policy after the minimum contract period, subject to a notice period of three (3) months per premium expiration date.

- All formal communication between you and us regarding your insurance or claim must be made in writing or via e-mail through the administrator.
- If you wish to terminate the insurance contract, you must send a registered letter to the administrator. If you report the cancellation by e-mail, the insurer undertakes to accept the regularity of this cancellation.

#### 12. End of coverage

- The (provisional) coverage of your insurance under this policy will be terminated:
- On the day the notice that your application has been rejected is communicated; Or
  - One (1) month after receipt of the written confirmation that the policy is cancelled by you, taking into account the minimum contract duration; Or
  - Three (3) months after receipt of the written confirmation that the policy is terminated by us, subject to the minimum contract duration, with the exception of termination for intent to deception or fraud, then the cover shall end the day after the date of the confirmation; Or
  - Three (3) months after the policyholder's declaration of bankruptcy upon notice by us; or
  - For three (3) months after the policyholder's declaration of bankruptcy by the trustee of the bankruptcy; or
  - The day on which you end the policy, if you cancel the insurance within 14 days of the confirmation of the application for your insurance; Or
1. One (1) month following the registered letter of cancellation after the death of the policyholder
    - The day on which the end date is reached.
- Depending on which of these events occurs first.

#### 13. Protecting your personal information

We process personal data. We need this information in the context of the conclusion of the insurance contract and in the context of the further implementation that we give to the insurance contract (such as: risk inspection, premium collection and claims treatment). In addition, processing takes place to comply with laws and regulations and to be able to represent legitimate interests of us and third parties (such as: marketing purposes, combating insurance fraud and other forms of insurance crime, statistical analyses). We may also process special categories of personal data and personal data relating to criminal convictions and offences.

Personal data that we obtain from you may be provided to third parties in the context of the implementation of the insurance contract and/or for the benefit of our services (such as: experts, claims repair companies, research agencies, service providers, supervisors, police and justice).

A privacy statement applies to the processing of your personal data. You can read it at: [www.harmony.nl/privacyverklaring](http://www.harmony.nl/privacyverklaring).

You have the right to be informed about the personal data we have processed from you. Under certain conditions, you may ask us to correct, supplement or have your personal data deleted. In addition, you have the right to limit processing in certain cases. In certain cases, you can obtain the personal data you provide to us in a structured, common and machine-readable form.

This insurance is offered to you by the administrator with authorization from us. With regard to the processing of personal data by us, she acts as controller within the meaning of the GDPR. The Supervisor of the processing of personal data by us is the Dutch Data Protection Authority, Postbus 93374, 2509 AJ The Hague.

#### 14. Sanctions lists

If you or any person involved in this insurance appears on a national or international sanctions list, we are prohibited from entering into an insurance agreement with you. That is why we check immediately after the start and during the duration of the insurance whether you or any other interested party, appears on a national or international sanctions list. If that is the case, we will terminate the insurance immediately.

#### 15. Customer care

We consider the service we provide to you to be extremely important. If you have any questions about your policy or a general complaint, please contact our administrator. Make sure you have the policy number at hand so they can handle your question or complaint in a timely manner. If we do not meet your expectations and you are dissatisfied, we would like to hear from you. In order to handle your question or complaint as efficiently as possible, we advise you to follow the guidelines below.

1. Contact the administrator, Harmony Service Center B.V., Postbus 21460, 3001 AL Rotterdam,  
Telephone: 010 – 206 86 78  
E-mail: [customercare@Harmony.nl](mailto:customercare@Harmony.nl)  
Website : [www.harmony.nl](http://www.harmony.nl)  
If you are unhappy with the way your question or complaint has been handled, please contact us., Lime Street Insurance PCC Limited – BASEL FIDES Insurance Cell, located at 3<sup>rd</sup> floor, Development House, Saint Anne Street, Floriana FRN 9010, in Malta.  
If you believe that your question or complaint has not been properly dealt with by either body, you may request that the next body to deal with your question or complaint:  
a. In Belgium:  
the Insurance Ombudsman

Square de Meeûs 35, 1000 BRUSSELS, as well as via the complaint form available on [www.ombudsman.as/nl/complaint/complaintform](http://www.ombudsman.as/nl/complaint/complaintform).

b. On Malta:

the Office of the Arbiter for Financial Services

First Floor, St Calcedonius Square

Floriana FRN1530, Malta

Telephone: (+356) 21249245

E-mail: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)

Website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

If you do not want or can make use of these complaint handling options, you can present the dispute to the competent court.

**16. Legal**

- Belgian law applies to this policy.
- The risk of this insurance is borne by Lime Street Insurance PCC Limited – BASEL FIDES Insurance Cell, located at 3<sup>rd</sup> floor, Development House, Saint Anne Street, Floriana FRN 9010, in Malta.
- Administration is conducted by Harmony Financial Services B.V. together with Harmony Service Center B.V., Postbus 21460, 3001 AL Rotterdam. Harmony Service Center B.V. is also registered as an insurance brokerage company, as a member of Harmony Financial Services B.V., AFM license number 12004420. And has an outgoing European passport with the right to provide services in Belgium, which is also registered with the FSMA.