

EXTENDED WARRANTY POLICY CONDITIONS

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 on 078 – 48 37 93 (local Belgian number) if you have any questions.

In case of conflict about your rights and obligations, the information in your policy, including the clauses, shall prevail and the information contained in this document shall prevail over other written information. The foregoing applies unless we have expressly communicated otherwise to you in writing.

2. What is this insurance for?

This insurance extends the factory and/or supplier warranty of a registered product up to a maximum end date, up to a maximum of the insured value. However, this coverage 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.

These conditions form an inseparable part of your policy.

3. Definitions of who and what

- 3.1. 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 instalments in case of hire-purchase or instalment purchase.
- 3.2. Purchase value – The value of the product listed on your proof of purchase. This is also the maximum insured value.
- 3.3. Administrator – Harmony Financial Service B.V. together with Harmony Service Center B.V.
- 3.4. Current value - The fair market value of the product immediately before the damage or defect occurred.
- 3.5. 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, which is not a result of a production error and is covered under warranty if the warranty had been applicable.
- 3.6. End date – The latest day on which the policy definitely expires. If applicable, this is listed in the policy.
- 3.7. Fraud – An intentional act by one or more persons where a misrepresentation is used to gain an unlawful advantage.
- 3.8. Warranty or warranty period – This means both a manufacturer's warranty and a statutory guarantee (non-conformity). This is the period of certainty, which may be an extended warranty period, within which you are entitled, based on the manufacturer's warranty or the law, to repair or replacement by the manufacturer or supplier of the product in the event of a defect.
- 3.9. Equivalent product – A product that is comparable and/or better with regard to type, quality, condition and age than the insured product.
- 3.10. Authorised repairer - A repairer designated by us or the manufacturer.
- 3.11. User – The natural person or legal entity using the product in the use for which it is intended, the person or legal entity to whom the product has been made available. A natural person under the definition of user also includes the family members, with a legal entity all persons who are in the user's employ on a long-term basis.
- 3.12. Original accessories – Accessories that come with the product without additional payment, think of charging cables or earbuds, included in the packaging.
- 3.13. Policy – The proof of insurance you receive.
- 3.14. Policy expiration date – End of the first coverage period or, where applicable, the first coverage period plus extensions.
- 3.15. Premium due date – The date on which the (periodic) premium is to be paid.
- 3.16. Product(s) – The (electronics) product listed in the policy or policy annex including the original accessories.
- 3.17. Repair costs – Parts and labour costs for repairing the damaged product. Transport costs are not included.
- 3.18. You or your – This is the policyholder listed in the policy together with persons with whom the policyholder lives permanently in a family relationship. Or in case of business use, all persons employed by the policyholder on a continuing basis.
- 3.19. 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 communications, such as leaflets, advertisements, etc.
- 3.20. We, us, or our - Lime Street Insurance PCC Limited - BASEL FIDES Insurance Cell with the administrator.

4. Preliminary coverage and coverage period

- 4.1. The preliminary coverage starts immediately after the insurance application. The maximum period for the preliminary coverage is 14 days. 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 preliminary coverage period. If the insurance is not accepted within these 14 days, or not under the regular conditions, the coverage shall end on the date on which the letter containing the rejection is sent. If the final application is rejected any premium already paid shall be returned to you.
- 4.2. The coverage period after final acceptance is defined in the policy and runs from the date of application.
- 4.3. For each additional application for coverage, such as registering new products to be insured, the preliminary coverage with related conditions shall apply to the additional application.

5. Premium payment

Periodic premium

- 5.1. In the case of periodic premiums, the first premium shall be collected from your account by direct debit after taking out your policy. The coverage commences as soon as we have received the first premium. Follow-up premiums shall be collected from your account by direct debit around the premium due date.

One-time premium

- 5.2. 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.
- 5.3. 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 cannot be collected, which means not within 30 days before the premium due date, we shall send you a reminder. If you fail to pay the premium within 15 days, starting the day after the reminder, coverage is suspended with respect to claims arising after these 15 days. A further default is not required. Nevertheless, you shall remain bound to pay any amount due, plus any collection costs and statutory interest.
- 5.4. The suspension of the coverage ends 24 hours after we have received the amount due and any costs and/or claims arising during the period calculated from 15 days, starting the day after the first reminder until the time the coverage has come 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 cancel the insurance without further notice of default if we are repeatedly unable to collect the premium due. This termination shall become effective after 15 days to be counted as of the first day of suspension.

6. Coverage

- 6.1. The choice for repair, replacement or payout is always up to us. Payouts are only done if repair or replacement is not possible within the maximum insured sum.
- 6.2. In the event of defects which were repaired in conformity with the warranty/delivery conditions of the manufacturer and/or supplier at the expense of the manufacturer and/or supplier, if there was still entitlement to such claim with the manufacturer and/or supplier. As a rule these are technical defects arising from the product itself which do not have an immediately identifiable external cause, we either have the product repaired, we replace the product with an equivalent product, or we pay you the current value of the insured item up to a maximum of the insured value if repair or replacement is not possible within the maximum insured sum, provided you transfer the damaged insured product to us.
- 6.3. Coverage is subject to the exclusions and limitations in these terms and conditions.

7. Exclusions

No replacement, repair or payout shall take place if defects, damage, theft or robbery are caused by, arise from, arise during or as a result of:

- 7.1. Theft.
- 7.2. An external cause, accident.
- 7.3. An unauthorised repair.
- 7.4. Errors or defects inherent in or arising from the production process. So-called production errors, regardless of whether the producer provides a warranty for this.
- 7.5. Failure to follow the manufacturer's instructions, incorrect use. This includes the instructions regarding water resistance.
- 7.6. Carrying out a criminal act by you.
- 7.7. Installation, normal maintenance, inspection, adjustment or cleaning.
- 7.8. Slow-acting influences such as corrosion due to regular use in humid areas or above-average intensive use.
- 7.9. 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.
- 7.10. Pests, insects, moths, fungi, rust, corrosion, climate or atmospheric conditions.
- 7.11. Intent or insufficient care by you, sloppiness in deviation from Article 7:952. This is the case where you have not taken any measures or you have taken insufficient measures to prevent damage or theft. These are situations in which, according to general terms and conditions and/or experience rules, an increased risk of damage and/or theft is taken into account.
- 7.12. The damage has been caused by a nuclear reaction.
- 7.13. 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.
- 7.14. Riots, strikes, acts of terrorism or political unrest.

- 7.15. Lending or renting out the product.
- 7.16. Viruses, software or software including updates of the manufacturer and/or third parties.

8. We do not pay compensation for

- 8.1. Costs that you have already been compensated for, under the terms of another warranty or insurance.
- 8.2. Costs for delivering the defective device, such as courier fees or shipping costs.
- 8.3. Consequential loss, including expenses or lost profit resulting from not being able to use the product.
- 8.4. Cosmetic damage such as dents, scratches, discolouration and other external damage that does not affect the operation of the product.
- 8.5. A defect covered by the manufacturer's warranty or a defect from which the conclusion must be drawn that the product does not comply with the contract. In these cases, you must address either the manufacturer or the party which sold you the product.
- 8.6. Claims that are rejected under warranty in connection with a previous repair not authorised by us and which would have been covered by warranty if this repair had not taken place.
- 8.7. The costs of repair carried out by someone other than our authorised repairer.
- 8.8. Loss of data and/or software and any consequential loss caused by damage or defect, during the repair process, as a result of replacement or by any other cause.
- 8.9. Damage to a smartwatch wristband/activity band.

9. Obligations

- 9.1. You must take all reasonable precautions to prevent damage. Among other things, you must keep your product away from liquids or humid areas.
- 9.2. You must make every effort to limit damage.
- 9.3. You must adhere to the instructions for use of the product. If you do not comply, we are not obliged to make a payout.
- 9.4. You must 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.
- 9.5. You must comply with these policy conditions.
- 9.6. 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

- 10.1. You must contact us as soon as possible, but at latest within 14 days on 078 – 48 37 93 (local Belgian number) to make the claim.
- 10.2. 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.
- 10.3. 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.
- 10.4. If the product is repaired as a result of a claim, the right of ownership of the repaired component is deemed to have been transferred to us at the time you accept the repaired product.
- 10.5. You are obliged to help us if we want to recover the costs corresponding to your claim from a liable third party.
- 10.6. 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 terms and conditions

- 11.1. If you have provided false, contradictory or incomplete information with the intention of deception or fraud at the time of the conclusion of the contract or you subsequently provided false, contradictory or incomplete information with the intention of deception or fraud, we may cancel this policy immediately (Art. 59 W.Verz.). We shall recover any payouts already made and recover the investigation costs we have incurred. In addition, we may take legal action. Any pending claim shall not be considered further.
- 11.2. You may cancel 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.
- 11.3. We may cancel 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.
- 11.4. We may adjust the premium and/or the conditions during the duration of the insurance. We shall 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 cancel your insurance. You must make this known to us in writing within one (1) month of our notification.
- 11.5. You can cancel your policy within 14 days of receiving the policy. If you have not made a claim, any premiums you may have paid shall be refunded to you.
- 11.6. You can cancel your policy after the minimum contract period, subject to a notice period of one (1) month as of the premium due date.
- 11.7. We may cancel your policy after the minimum contract period, subject to a notice period of three (3) months as of the premium due date.
- 11.8. All formal communication between you and us regarding your insurance or claim must be made in writing or via e-mail through the administrator.
- 11.9. If you wish to cancel the insurance contract, you must send notice of cancellation to the administrator by registered mail. If you give notice of cancellation by e-mail, the insurer undertakes to accept the lawfulness of this cancellation.

12. End of the coverage

- The (preliminary) coverage of your insurance under this policy shall be cancelled:
- 12.1. On the date on which the letter was sent in which acceptance of your insurance was rejected; or
 - 12.2. One (1) month after receiving written confirmation that you are cancelling the policy, taking into account the next policy expiration date; or
 - 12.3. Three (3) months after receipt of the written confirmation that we are cancelling the policy as of the next policy expiration date, with the exception of cancellation due to intention of deception or fraud, the coverage ends the day after the date of the confirmation; or
 - 12.4. Three (3) months after the policyholder has been declared bankrupt in the event of cancellation by us; or
 - 12.5. During a period of three (3) months after the policyholder has been declared bankrupt by the bankruptcy receiver; or
 - 12.6. On the date on which you cancel the policy within 14 days of receiving it; or
 - 12.7. One (1) month following the registered letter of notice after death of the policyholder
 - 12.8. On the date on which the maximum term 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 processing). In addition, processing takes place to comply with laws and regulations and to be able to act on behalf of legitimate interests of ourselves 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, damage repair companies, investigation agencies, service providers, supervisory agencies, police and the justice department).

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

You have the right to be informed about your personal data that we have processed. 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 authorisation from us. With regard to the processing of personal data by us, the administrator acts as controller within the meaning of the GDPR. The supervisory agency for the processing of personal data by us is the Dutch Data Protection Authority, Postbus 93374, 2509 AJ The Hague, the Netherlands.

14. Sanctions lists

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If you or any person involved in this insurance appear(s) on a national or international sanctions list, we are prohibited from entering into an insurance contract 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 appear(s) on a national or international sanctions list. If that is the case, we shall cancel 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 to hand so the administrator 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. Please contact the administrator, Harmony Service Center B.V., Postbus 21460, 3001 AL Rotterdam, the Netherlands
Telephone: ++31 (0)10 – 206 86 78
E-mail: customercare@harmony.nl
Website: www.harmony.nl
2. 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 3rd floor, Development House, Saint Anne Street, Floriana FRN 9010, in Malta.
3. If you believe that your question or complaint has not been properly dealt with by either agency, you may request the following agency to deal with your question or complaint:
 - a. In Belgium:
the Insurance Ombudsman
De MeeÛsquare 35, 1000 BRUSSELS, Belgium, as well as via the complaints form which is available on www.ombudsman.as/nl/complaint/klachtenformulier.
 - b. On Malta:
The Office of the Arbitrator for Financial Services
First Floor, St Calcedonius Square
Floriana FRN1530, Malta
Telephone: (+356) 21249245
E-mail: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt

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

16. Legal

- 16.1. Belgian law applies to this policy.
- 16.2. The risk of this insurance is borne by Lime Street Insurance PCC Limited – BASEL FIDES Insurance Cell, located at 3rd floor, Development House, Saint Anne Street, Floriana FRN 9010, in Malta.
- 16.3. The administration is conducted by Harmony Financial Services B.V. together with Harmony Service Center B.V., Postbus 21460, 3001 AL Rotterdam, the Netherlands. Harmony Service Center B.V. is also registered as an insurance brokerage company, as part of Harmony Financial Services B.V., AFM licence number 12004420 and possesses an outgoing European passport with the right to provide services in Belgium, which is also registered with the FSMA.