

1. We are here to help if you need us

These are the policy terms and conditions belonging to your electronics and valuables insurance policy. Coverage applies only to the product(s) listed on the policy. This document contains important information that you should read carefully. If you have any questions, you will find most of the answers on [harmony.nl](https://www.harmony.nl). Through My Harmony, you can find your policy and other personal information there.

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

2. What is this insurance for?

This insurance provides cover in the Netherlands for your product(s) listed on the policy in the event of:

- Damage caused by falling or bumping
- Glass break
- Damage due to non-culpable improper use
- Defects after expiry of the statutory warranty period

This up to a maximum of the insured value. However, this cover only applies after acceptance by us, as long as the required premium is paid and as long as you comply with these policy conditions, as detailed in the terms and conditions applicable to this policy.

No right to compensation can be derived from this insurance if the damage is covered by another insurance, whether or not of an older date or would be covered by another insurance if this insurance did not exist.

3. Definitions of who and what

- Proof of purchase - Receipt or specification showing what you paid for the product when you bought it, or a specification showing the product value used to determine your monthly instalments in case of hire purchase or installment purchase.
- Purchase value - The value of the product stated 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 market value - The fair market value of the product immediately before the occurrence of the damage or defect.
- Defect - A physical deterioration caused by an unforeseen, sudden, internal event, manifested by a permanent change in shape and/or structure, the cause of which is within the product itself, which is not the result of a manufacturing defect and which is covered by the warranty had the warranty applied.
- Excess - The amount you have to pay for each individual claim. This is stated in the policy.
- End date - No later than the day on which the policy finally expires. If applicable, this will be stated in the policy.
- Fraud - An intentional act by one or more persons in which a misrepresentation is used to gain an unlawful advantage.
- Warranty or guarantee period - This means both a manufacturer's warranty and a legal warranty (non-conformity). This is any extended period of assurance during which you are entitled from the manufacturer or legally to have the product repaired or replaced by the manufacturer or supplier in case of a defect.
- Equivalent product - A product that is comparable and/or superior in type, quality, condition and age to the insured product, starting point is the same product or successor product in the line. (The aim is to meet the standard of Art. 7:956 of the Civil Code).
- Minimum contract term - The minimum term of your insurance. Within this term, you cannot cancel the insurance. This is stated in the policy.
- Netherlands - The Kingdom of the Netherlands without the overseas territories
- Accidental damage - A physical impairment, manifested by a permanent change in shape and/or structure of the product, caused by an unforeseen, sudden, external event.
- Original accessories - Accessories that come with the product at no extra charge, think charging cables, that are in the packaging and essential for using the product.
- Policy - The proof of insurance you receive.
- Policy expiry date - End of the first coverage period or, if applicable, the first coverage period plus extensions.
- Premium due date - The date on which the premium is due.
- Product(s) - The (electronics) product specified in the policy or policy attachment including the original accessories.
- Repair costs - Parts and labour costs for repairing the damaged product. Transport costs are not included.
- You or your - This is the policyholder named in the policy together with persons with whom the policyholder lives in a permanent family relationship. Or in case of business use, all persons employed on a permanent basis by the policyholder.
- Loss - The loss of possession of the product other than through theft or sale.
- Conditions - All written information provided to you by means of this document, the policy, or other official written documentation from us. This does not include information in commercial communications such as leaflets, advertisements, etc.
- We, us, our, or our - Lime Street Insurance PCC Limited - BASEL FIDES Insurance Cell with the administrator.

4. Provisional coverage and coverage period

Provisional cover is granted subject to acceptance of the final application. Provisional cover takes effect immediately after the application for insurance and applies only if we have received all the information requested in the application. Provisional cover has a maximum

duration of 14 days and ends retroactively from the time of application if the final application is rejected. During the provisional cover, we have the opportunity to request additional information from you for the purpose of final acceptance. We have no obligation of final acceptance and may reject your requested cover without giving any reason during the provisional cover period. If the final application is rejected, the premium already paid will be returned to you.

The coverage period after final acceptance is stipulated in the policy and runs from the date of application.

A claim must have come to light during the cover period. Damage that comes to light before or after the coverage period will not be considered, regardless of the time of the cause.

5. Premium payment

Single premium

- Single premium is paid by you directly when you take out the policy. This is done by automatic payment, invoice or by direct debit by us.

Failure to pay subsequent premium (Art 7:934 BW).

- If the premium is not paid or cannot be collected on time, i.e. not within 30 days before the premium due date, you will receive a reminder from us. If you do not pay the premium within 14 days, effective the day after this reminder, coverage will be suspended with respect to claims arising after these 14 days. No further default is required. Nevertheless, you remain liable to pay the amount due, increased by any reminder costs, collection costs and statutory interest.
- Suspension of cover will end 24 hours after we receive the amount due and any expenses and/or claims incurred during the period counted from 14 days, commencing the day after the first notice until cover is reinstated, will not be reimbursed. We reserve the right not to process your claim if premiums are not paid on time. We also reserve the right to terminate the insurance without further notice if we repeatedly fail to collect the premium due.

6. Covers

In case of (1) damage as described in article 2 caused during and after the warranty period or (2) defects arising after the warranty period of the product, we will either have the product repaired, replace the product with an equivalent product, or pay you the current market value of the insured item up to a maximum of the insured value if repair or replacement is not possible up to a maximum of the insured value, provided you transfer the damaged insured product to us.

Any installation and removal costs necessary to carry out the repair or replacement are also covered.

A deductible may apply to your claim. This will apply per claim and per damaged product. The amount of the excess is stated on your policy.

7. Exclusions

Replacement, repair or payment will not be made if defects or damage are caused by, occurred during or as a result of:

- A cause other than mentioned in Article 2.
- Residence of the product outside its own private residence.
- Seizure or confiscation of the product by a government agency.
- An unauthorised repair or modification.
- Errors or defects inherent in or arising from the manufacturing process. So-called manufacturing defects, whether or not guaranteed by the manufacturer.
- Failure to follow the manufacturer's instructions, misuse. This includes instructions on water resistance.
- Being under the influence of drugs, alcohol or other narcotics.
- Performance of a criminal act by you.
- Installation, normal maintenance, inspection, adjustment or cleaning unless carried out by the supplier of product or by a third party on behalf of the supplier of product.
- Slow-acting influences such as corrosion due to regular incorrect use in damp rooms or above-average intensive use.
- Natural disasters, such as flood, earthquake, hurricane or volcanic eruption and their direct consequences.
- Normal wear or gradual deterioration, such as batteries, cables, adapters, accessories and other accessories subject to normal and sometimes quite rapid wear and/or deterioration due to their nature and use. Water resistance as defined in IP standards is also subject to wear and tear.
- Pests, insects, moths, mould, rust, corrosion, climate or atmospheric conditions.
- Deliberate or insufficient care on your part, carelessness in derogation of section 7:952. This occurs if you have taken no or insufficient measures to prevent damage or theft. These are situations where, according to general conditions and/or rules of experience, an increased risk of damage and/or theft is taken into account.
- The damage was caused by a nuclear reaction.
- The damage was caused by organised violence (acts of war) in the form of: armed conflict including actions of a UN peacekeeping force, civil war, organised resistance with violence against the government, internal riots or mutiny.
- Intentional damage in, or theft from, a home or other locked area where the product has been left unattended for more than 45 days.
- Riots, strikes, acts of terrorism or political disturbances.
- Lending or renting out the product.
- Viruses, software or software including updates from manufacturer and or third parties.

8. We do not pay compensation for

- The excess applicable to each individual claim and per product.
- Costs that you have already been reimbursed, or can be reimbursed under the terms of another guarantee or insurance.
- Costs of delivering the defective device, such as courier charges or self-made shipping costs, other than those initiated or approved by us.
- Consequential damages, including expenses or lost profits due to inability to use the product.
- Cosmetic damage, such as dents, scratches, discolouration and other external damage that does not affect the function of the product.
- A defect covered by the manufacturer's warranty or a defect from which it must be concluded that the product does not conform to the contract. In these cases, you should contact the manufacturer or the party to whom you sold the product.
- Damage rejected under warranty in connection with a previous repair not approved by us that would have been covered under warranty if this repair had not occurred.
- The cost of repair performed by any other than our authorised repairer.
- 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 from any other cause.
- Damage to a smartwatch wristband/activity band.

9. Your obligations

- You should take all reasonable precautions to avoid damage. This means that when you have the reasonable choice, you should choose the safest situation.
- You should do everything possible to limit damage.
- You must comply with the product's instructions for use. If you do not comply, we are not obliged to pay benefits.
- You must use the product in the manner intended by the manufacturer. This includes the use of non-professional products in professional situations, which is not permitted.
- You must notify us of any changes to your details including your contact details, or those of the product. If you have not notified us of your changes, we reserve the right not to process your claim.
- You must comply with these policy terms and conditions.
- You cannot derive any rights under the policy if you have failed to comply with 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 BCC as soon as possible, but in any case within 14 days, to make the claim. You can do this by taking your product to the shop or via the BCC website.
- In case of accidental damage or defects, please hand over the damaged product to us.
- It is not permitted to have the product repaired by anyone other than our authorised repairer.
- When a claim is made, you must provide us within 48 hours with any evidence that we consider necessary to establish the cause and extent of the claim. You must also provide proof of purchase of the product, if not already provided to us at the time of taking out the insurance.
- If the product is replaced as a result of a claim, ownership of the replaced product is deemed to have passed to us at the time you accept the replacement product. The replaced product will remain insured without notice to the contrary.
- If the product is repaired as a result of damage, ownership of the repaired part is deemed to have passed to us at the time you accept the repaired 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 under the policy if you have failed to comply with one or more of these obligations to the extent that this is detrimental to our interests.

11. General

- If you have provided false, contradictory or incomplete information with intent to deceive or defraud at the time of entering into the agreement, or subsequently provided false, contradictory or incomplete information with intent to deceive or defraud, we may terminate this policy immediately (Section 7:940(3) of the Civil Code). We will reclaim benefits already paid and recover the investigation costs we have incurred. In addition, we may take legal action. Any pending claim will not be considered further.
- You can cancel your insurance within one (1) month of handling a claim subject to one (1) month's notice. This also applies during the minimum contract period.
- We may cancel your insurance within one (1) month after settlement of a claim subject to two (2) months' notice. You are not entitled to a refund of premium in that case.
- We may adjust the premium and/or conditions during the term of the insurance. We will notify you of the adjustments in writing at least one (1) month in advance. If this adjustment results in a higher premium and/or adjustment of the conditions to your disadvantage, you have the right to cancel your insurance. You must notify us in writing within one (1) month of our notification.
- You can cancel your insurance within 30 days of receiving the policy. If you have not made a claim, you will be refunded any premiums paid by you.
- All formal communication between you and us regarding your insurance or claim should be in writing or via e-mail through the administrator.

12. End of coverage

The (provisional) cover 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 receiving written confirmation that the policy has been cancelled by you, subject to the minimum contract term; Or
 - Two (2) months after receipt of written confirmation that the policy has been cancelled by us, except for cancellation due to intent to deceive or defraud, then the cover ends the day after the date of confirmation; Or
 - At the time we replace your product or make a cash payment to you; Or
 - The day you terminate the policy, if you cancel within 30 days of the confirmation of your insurance application; Or
 - The day after the death of the policyholder; Or
 - The day on which the end date is reached.
- Depending on which of these events occurs first.

13. Protection of your personal data

We process personal data. We need this data within the framework of the formation of the insurance agreement and within the framework of our further implementation of the insurance agreement (such as: risk inspection, premium collection and claims handling). In addition, processing takes place to comply with laws and regulations and to pursue 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 we obtain from you may be provided to third parties (such as: experts, loss adjusters, investigation agencies, service providers, regulators, police and judiciary) in the context of the execution of the insurance agreement and/or for the purpose of our services.

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 the personal data we have processed about you. Under certain conditions, you can ask us to correct, supplement or delete your personal data. You also have the right to restrict 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 authorised by us. In respect of the processing of personal data by us, it acts as a data controller within the meaning of the GDPR. The regulator of the processing of personal data by us is the College Bescherming Persoonsgegevens, PO Box 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. Therefore, we will check immediately after commencement and during the term of the insurance whether you or any other interested party appears on a national or international sanctions list. If so, we will terminate the insurance immediately.

15. Customer care

We consider the service we provide 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 handy so they can deal with your query or complaint quickly. If we do not meet your expectations and you are dissatisfied, we would like to hear from you. To handle your query or complaint as efficiently as possible, we recommend that you follow the guidelines below.

1. Contact the administrator, Harmony Service Center B.V.,
P.O. Box 21460, 3001 AL Rotterdam,
Email: customercare@harmony.nl
Website : www.harmony.nl
2. If you are not satisfied with the way your query 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 feel that your query or complaint has not been properly dealt with by either authority, you may request the next authority to consider your query or complaint:

a. In the Netherlands:

The KiFiD.

Harmony Service Center B.V., as an affiliate of Harmony Financial Services B.V., is a member of this independent intermediary body with affiliation number 300.001913.

The KiFiD can be reached at the following address:

PO Box 93257, 2509 AG The Hague

Website: www.kifid.nl

b. On Malta:

The Office of the Arbiter for Financial Services

First Floor, St Calcedonius Square

Floriana FRN1530, Malta

Phone: (+356) 21249245

Email: complaint.info@financialarbiter.org.mt

Website: www.financialarbiter.org.mt

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

16. Legal

- This policy is governed by Dutch law.
- 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.
- The administration is conducted by Harmony Financial Services B.V. together with Harmony Service Center B.V., P.O. Box 21460, 3001 AL Rotterdam. Harmony Service Center B.V. is also registered as an insurance brokerage firm, as part of Harmony Financial Services B.V., AFM licence number 12004420.