

1. We are here to help you 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. You can reach the administrator at 078 - 48 37 93 (local Belgian number) if you have any questions.

In the event of any conflict as to 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 worldwide coverage for your product(s) listed on the policy in the event of accidental damage and defects up to a maximum of the insured value. However, this coverage applies only upon acceptance by us, as long as the required premium is paid and as long as you comply with these policy terms and conditions, as detailed in the terms and conditions applicable to this policy.

3. Definitions of who and what

- Proof of purchase Receipt or specification showing what you paid for the product when you purchased it, or a specification showing the product value used to determine your monthly installments in the case of installment plan or installment purchase.
- Purchase Value The value of the product stated on your receipt. 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 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.
- Theft Loss of the product after robbery or burglary.
- 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 illegal 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 legal to have the product repaired or replaced by the manufacturer or supplier in the event of a defect.
- Equivalent product A product similar and/or superior in type, quality, condition and age to the insured product.
- 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 additional charge, think charging cables or earbuds, that are in the packaging.
- Policy The proof of insurance you receive.
- Policy expiration date End of the first coverage period or, if applicable, the first coverage period plus extensions.
- Premium due date The date on which the (periodic) premium is due.
- Product(s) The (electronics) product specified in the policy or policy attachment including the original accessories.
- Repair costs Parts and labor costs to repair the damaged product. Transportation 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 the case of business use, all persons employed on a permanent basis by the policyholder.
- $-\,$ Loss The loss of possession of the product other than by theft or sale.
- Terms All written information provided to you through 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, we, us, or our Lime Street Insurance PCC Limited BASEL FIDES Insurance Cell with the administrator.
- Global coverage Coverage in case of damage occurring inside and outside Belgium.
 Outside Belgium, the product is insured for a maximum of 100 consecutive calendar days. The claim is settled in Belgium. You must reside in Belgium.
- Personal use: This refers to the use of household appliances in a residential setting for daily household activities. Examples include a refrigerator in the kitchen, a television in the living room or a washing machine in the laundry room at home. Personal use is characterized by the fact that the appliance is used for the private and domestic needs of individuals or families, not for commercial gain or in a business setting.
- Business use: This refers to the use of household appliances in a professional or office setting, primarily in support of business activities, but not as the main source of business income. Examples include a coffee maker in an office environment, a microwave oven in a staff kitchen, or a refrigerator in the employee lounge of a small business. Business use means that the device is used in a business environment to support or enhance the work environment, but is not directly involved in the production of goods or services for sale. While business use is covered under this policy, industrial use is excluded.
- Industrial use: This term refers to the use of appliances as an integral part of commercial or industrial operations, where the appliance is a primary tool or resource in the production of goods or services for sale. Examples include large ovens in a bakery, industrial dishwashers in a restaurant or specialized refrigeration units in a food

processing plant. Industrial use is characterized by the fact that the equipment is essential to the core operations of the business and contributes directly to the generation of revenue and profit.

4. Provisional coverage and coverage period

Provisional coverage is provided subject to acceptance of the final application. Provisional coverage takes effect immediately upon application for insurance and applies only if we have received all information requested in the application. Provisional coverage has a maximum duration of 14 days and ends retroactively from the time of application if the final application is rejected. During the provisional coverage, we have the opportunity to request additional information from you for the purpose of final acceptance. We have no obligation for final acceptance and may reject your requested coverage without giving a reason during the preliminary coverage period. If the final application is rejected, the 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 until the expiration of the maximum term of eighty-four (84) months. Your insurance will be renewed every month. You will not receive a notification for this. You can also cancel your insurance monthly with the applicable notice period. See Section 12 for more information on termination.

A claim must have come to light during the coverage 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

Periodic premium

 For periodic premiums, the first premium will be collected from your account by direct debit after your policy is issued. Coverage takes effect as soon as the first premium is received by us. Subsequent premiums will be collected from your account via direct debit around the premium due date.

Failure to pay continuation premium (Art 69 W.Verz.).

- 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 15 days, effective the day after this reminder, coverage will be suspended with respect to claims arising after these 15 days. A further default is not required. Nevertheless, you remain obliged to pay the amount due, plus any collection costs and statutory interest.
- Suspension of coverage ends 24 hours after we receive the amount due, and any expenses and/or claims incurred during the period counted from 15 days, beginning the day after the first notice until coverage 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. This termination will take effect after the expiration of 15 days from the first day of suspension.

6. Coverages

- Your policy states which of the following coverages apply to you: defect and/or accidental damage.
- The choice of repair, replacement or payment is always ours. Payment in cash is made only if repair or replacement is not possible up to a maximum of the insured value.
- Any installation and removal costs necessary to accomplish the repair or replacement are also covered
- The damage that occurs to the insured device as a result of a construction, material or casting error, or a machining or assembly error made by the manufacturer of the insured device, unless it appears from the policy that the manufacturer's warranty is insured, in which case coverage is provided in accordance with the manufacturer's warranty conditions in effect at the time of purchase; or any other external calamity howsoever named, unless it involves risks explicitly excluded elsewhere in the terms and conditions or on the policy schedule.
- In the event of (1) accidental damage 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 that you transfer the damaged insured product to us.

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7. Exclusions

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

- Seizure or confiscation of the product by a government agency.
- Residence of the product outside Belgium for a continuous period exceeding 100 calendar days.
- An unauthorized 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 regarding water resistance.
- Being under the influence of drugs, alcohol or other narcotics.
- The performance of a criminal act by you.
- Installation, normal maintenance, inspection, adjustment or cleaning unless performed by the supplier of product or by a third party on behalf of the supplier of product.
- Slow-acting influences such as corrosion resulting from regular use in damp areas 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.
- Leaving the product unattended, i.e., out of your sight and/or control, in, for example, a
 public place, work area or school building, unless done in a locked cabinet, safe or area
 to which only you have access.
- Pests, insects, moths, mold, rust, corrosion, climate or atmospheric conditions.
- Deliberate or insufficient care on your part, carelessness in derogation of Article 7:952.
 This occurs if you have taken no or insufficient measures to prevent damage. These are situations in which, according to general conditions and/or rules of experience, an increased risk of damage is taken into account.
- The damage was caused by a nuclear reaction.
- The damage was caused by organized violence (acts of war) in the form of: armed conflict including actions of a UN peacekeeping force, civil war, organized resistance with violence against the government, internal riots or mutiny.
- Intentional damage in 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.
- Theft or loss.
- Industrial use

8. We do not pay compensation for

- Costs that you have already been reimbursed for, under the terms of another guarantee or insurance.
- Cost of delivering the defective device, such as courier or homemade shipping costs.
- Consequential damages, including expenses or lost profits resulting from inability to use of the product. Excluded from this are:
 - Up to €50 worth of spoiled food in the event of a covered loss to a refrigerator or freezer or similar product.
 - 2. Up to \leq 100 for damaged garments in the event of covered damage to a washer or dryer.
- Cosmetic damage, such as dents, scratches, discoloration 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 related to 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 other than our authorized repairer.
- Loss of data and/or software and any consequential damages caused by damage or defect, during the repair process, as a result of replacement or from any other cause.
- Damage or defects caused if you did not follow the instructions while the product was entrusted to a courier/postal company or other delivery service by.

9. Your obligations

- You must take every reasonable precaution to prevent damage. This means that when you have the reasonable choice, you should choose the safest situation.
- You must make every effort to limit damage.
- You must comply with the product's instructions for use. If you do not comply, we are not obligated to pay benefits.
- You should use the product in the manner intended by the manufacturer. Here also includes the application of non-professional products in professional situations, which is not allowed.
- You must notify us of any change in your information including your contact information, or that of the product. If you have not notified us of your changes, we reserve the right not to process your claim.
- You should keep the purchase receipt. Failure to do so may result in the claim processing being delayed or your claim being denied.
- You must notify us of the change of ownership of the product. If the product gets a new owner, the insurance cannot transfer to the new owner.
- $\,-\,$ You must comply with these policy terms and conditions.

 You may not derive any rights under the policy if you have failed to fulfill one or more of these obligations to the extent that it is detrimental to our interests.

10. What to do in case of damage

- You should contact us at 078 48 37 93 (local Belgian number) as soon as possible, but in any case within 2 business days, to submit the claim. You can also reach us by email at info@harmony.nl or you can submit your claim online through our My Harmony customer portal.
- $\,-\,$ 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 authorized repairer.
- When a claim is made, you must provide us within 48 hours with any evidence we deem
 necessary to determine the cause and extent of the claim. You must also provide proof
 of purchase of the product if it has not already been provided to us at the time the
 insurance is taken out.
- 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 hand over the product to us. 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 hand over the product to us or send it to us.
- You are obliged to help us if we want to recover the costs corresponding to your claim from a liable third party.
- If possible, take pictures of the damage or defect to the product.
- You may not derive any rights under the policy if you have failed to fulfill one or more of these obligations to the extent that it 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 contract, or subsequently provided false, contradictory or incomplete information with intent to deceive or defraud, we may immediately terminate this policy (Art 59 W.Verz.). We will reclaim benefits already paid and recover the investigation costs incurred by us. In addition, we may take legal action. Any pending claim will not be further considered.
- You may cancel your insurance within one (1) month of handling a claim subject to one
 (1) month's notice.
- We can cancel your insurance within one (1) month after settlement of a claim subject to two (2) months' notice.
- 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 14 days of receiving the policy. If you have not made a claim, you will be refunded any premiums you have paid.
- All formal communication between you and us regarding your insurance or claim should be in writing or via email through the administrator.

12. End of coverage

The (provisional) coverage of your insurance under this policy is terminated:

- On the day the notice that your application has been denied is communicated; Or
- One (1) month after receiving written confirmation that the policy has been issued by you terminated, subject to the minimum contract term; Or
- Two (2) months after receipt of written confirmation that the policy has been terminated, except for termination for intent to deceive or fraud, then

coverage ends the day after the date of confirmation; Or

- The day you terminate the policy, if you cancel the insurance within 30 days of the Confirmation of your insurance application; Or
- The day after the death of the policyholder; Or
- The day the maximum term is reached; Or
- At the time you notify us that you are no longer resident in Belgium. You must notify us
 at least one (1) month in advance so that we can terminate your policy with the one (1)
 month notice. If you notify us later than one (1) month, your policy will be terminated
 immediately. If so, you will not be entitled to a premium refund.

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 the further implementation we give to 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 offenses.

Personal data that we obtain from you may be provided to third parties (such as: experts, claims adjusters, investigation agencies, service providers, regulators, police and judiciary) in connection with 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. In addition, in certain cases you have the right to restrict processing. 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 respect to 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 Personsgegevens, PO Box 93374, 2509 AJ The Hague.

14. Sanctions lists

If you or a 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 another 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 feel that the service we provide to you is extremely important. If you have questions about your policy or a general complaint, please contact our administrator. Be sure to have your policy number handy so they can quickly address your question or complaint. If we do not meet your expectations and you are dissatisfied, we would like to hear from you. To handle your question 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,

Phone: 010 - 206 86 78

E-mail: <u>customercare@harmony.nl</u>

Website: www.harmony.nl

- 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 believe that your question or complaint has not been properly addressed by either agency, you may request that the next agency address your question or complaint:
 - a. In Belgium:

the Insurance Ombudsman

De Meeûssquare 35, 1000 BRUSSELS, as well as through the complaint form available at www.ombudsman.as/nl/complaint/complaintform.

b. In Malta:

The Office of the Arbiter for Financial Services.

First Floor, St Calcedonius Square Floriana FRN1530, Malta

Phone: (+356) 21249245

Phone: (+356) 21249245

E-mail: complaint.info@financialarbiter.org.mt

Website: www.financialarbiter.org.mt

If you are unwilling or unable to use these complaint handling options, you may submit 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 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 license number 12004420 and has an outgoing European passport with the right to provide services in Belgium, which is also registered with the FSMA.

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