

General Terms and Conditions Nokia Extended Warranty Aug 2023

A fixed policy period of twelve (12) months applies, starting on the date immediately after the termination date of the Standard Warranty. At the latest 3 months before the fixed period lapses, you will receive a notification of cancellation from the Insurer unless the policy was terminated earlier in accordance with the terms of this policy.

Important information

If your Insured Equipment has been claimed during the policy period, Atlas Insurance PCC Limited, in respect of its Gemini Cell ('Atlas Gemini') will, at its discretion with due observance of the following definitions, exclusions and conditions, have your Insured Equipment repaired or replaced by a Replacement Equipment with equivalent functionality. A Replacement Equipment can be either new or refurbished.

Where and when

Your Insured Equipment has extended warranty cover during the whole policy period, both in Your country of residence as stated In Your policy certificate and when You temporarily take the Insured Equipment abroad.

Definitions (in alphabetical order):

- a. **Accidental Damage/Damage** means: Damage as a result of a sudden event that has an external effect on your Insured Equipment resulting in fall, impact and/or moisture damage, as a result of which your Insured Equipment no longer functions correctly and completely, including damage caused by Third Parties, with or without Your permission.
- b. **Administrator** means: Servify UK Ltd. Servify is a company incorporated under UK law with its registered office at 2 Smiths Square 77 Fulham Palace Road London W6 8AF. The company is authorised to perform activities in The United Kingdom and is registered with the FCA (Financial Conduct Authorities) under number 959267.
- c. **Extended Warranty Period** means: a period of twelve (12) months, starting on the date immediately after the termination date of the Standard Warranty.
- d. **HMD** means: HMD Global Oy, a Finnish mobile phone company who has exclusive rights to the Nokia brand for mobile phones.
- e. **Servify** means: Servify (Europe) BV, a dutch company who is the claim handler for Aftersales Group.
- f. **Insured Equipment/Equipment** means: The insured Nokia device which, based on the IMEI number or serial number, is registered with the Administrator within 90 days after purchase. The Insured Equipment with associated serial number and/or associated serial number is described in Your policy schedule.
- g. **Negligence** means: failure to exercise the care that a reasonably prudent person would exercise in like circumstances.
- h. **Purchase price** means: The purchase value of the Insured Equipment including VAT but excluding any discounts granted by the sales assistant, as stated on your policy schedule.
- i. **Replacement Equipment** means: Equipment that is paid by the Insurer to replace Your Insured Equipment. In principle, Replacement Equipment is identical to the insured's mobile phone (with the exception of colour). If identical equipment is no longer reasonably available to the Administrator, the insured person will be given Replacement Equipment that, in the opinion of the Administrator, is equivalent to the Insured Equipment registered with the Administrator. Replacement Equipment is always new or refurbished equipment.
- j. **You/Your/Policyholder** means: The Policyholder stated in the policy certificate, providing he/she lives in The United Kingdom and is older than 18 years.
- k. **Virus** means: Among other things, but not limited to, Trojan Horses, Worms and any other programme or software that directly or indirectly prevents Your Insured Equipment from working properly.
- l. **Standard Warranty** means: the Manufacturer's warranty effective for 12 or 24 months depending on the relevant territory months from the date of the original retail purchase of the Equipment.

What is covered

During the Extended Warranty period, Nokia Extended Warranty provides cover for the Equipment against defects in materials and workmanship when used in accordance with the Manufacturer's user manuals, technical specifications and other Product published guidelines for the Period of insurance.

Worldwide cover – The cover also applies during a temporary stay abroad.

What is not covered

Atlas Gemini is not liable for:

- 1. **General –Applicable to all forms of damage;**
- 2. to any product other than the Equipment nor to any software, even if packaged or sold with the Equipment ;
- 3. to consumable parts, such as removable batteries (except for unibody devices where the batteries are non-removable) or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship;
- 4. to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship;
- 5. to damage caused by use with a third party component or product that does not meet the Manufacturer's Product's specifications (Nokia Phone specifications are available at www.nokia.com/mobile-support under the technical specifications for each product and also available in stores);
- 6. to damage caused by accident, liquid, abuse, misuse, fire, earthquake or other external cause;

- 7. to damage caused by operating the Equipment outside the user manual, the technical specifications or other Nokia Phone published guidelines;
- 8. to damage caused by service (including upgrades and expansions) performed by anyone who is not an Authorized representative of the Manufacturer or a Manufacturer Authorized Service Provider (“AASP”);
- 9. to Equipment that has been modified to alter functionality or capability without the written permission of the Manufacturer;
- 10. to defects caused by normal wear and tear or otherwise due to the normal aging of the Equipment ;
- 11. to recovery and reinstallation of software programs, data and information.
- 12. if any serial number has been removed or defaced from the Equipment ; or
- 13. if We or the Administrator receive information from relevant public authorities that the Equipment has been Stolen or if the End User is unable to deactivate passcode-enabled or other security measures designed to prevent unauthorized access to the Equipment, and the End User cannot prove in any way that he or she is the authorized user of the product (eg. by presenting proof of purchase).
- 14. Any cost exceeding the purchase price of the Equipment

Our conditions

a. Policy period

A fixed policy period of twelve (12) months applies, depending on the product that You have selected. At the latest 3 months before the fixed period lapses, You will receive a notification of cancellation from the Insurer unless the policy was terminated earlier in accordance with the terms of this policy as set out in sub h. Provided that the total premium for the policy period has been collected by the Insurer, the extended warranty commences on the date that You have succesfully registered for this Extended warranty, provided this date is no later than 90 calendar days after the purchase of the Insured Equipment in brand new condition and provided that the Insured Equipment is not Damaged or has been lost or Stolen. The start date and the fixed Period of Extended warranty are stated in the policy schedule.

The premium applicable to this extended warranty is in full collected up front by the Insurer.

b. Method of payment

Atlas Gemini may, at its sole discretion, proceed to:

- repair or replace the Insured Equipment (with Replacement Equipment) or
- pay to the insured a sum of money equal to the costs that Atlas Gemini would have to incur to provide the insured with Replacement Equipment with functionality that reasonably comes as close as possible to the Insured Equipment, in the opinion of Atlas Gemini.

The amount paid out will never be higher than the Purchase Price.

c. Careful use

You are obliged to take all reasonable precautions to protect Your Insured Equipment and keep it in a good state of repair.

d. Not telling the truth

- (i) If You have intentionally provided incorrect information or have intentionally withheld information that You should reasonably know may affect the risk assessment by the Insurer, the Insurer may decide to annul the policy while You are taking it out. If Your policy is declared null and void on these grounds, no premium refund will be made.
- (ii) If the Insured has intentionally provided incorrect information or has intentionally withheld information regarding a claim reported by the insured, the Insurer may refuse the claim. Your Policy remains valid until the moment it is cancelled by one of the two parties in accordance with the provisions in these General Terms and Conditions.
- (iii) Atlas Gemini has the right to reclaim all costs incurred in connection with a claim (including investigation and collection costs) if, after payment of the claim, it still appears that the claim was in any way fraudulent.
- (iv) Atlas Gemini can notify the police, government or regulatory authorities of fraudulent acts. Atlas Gemini can also share the details of the fraudulent claims with other insurers, including by placing them on a list of fraudulent claims created by insurers to combat fraud.

e. Reporting a claim

As soon as reasonably possible after discovering an event that You think is eligible for coverage under Your policy You must:

- Inform Servify within 14 days after the discovery of the event or, if this is not possible, as soon as reasonably possible. You can do this by calling Servify on +44-(0)207-062 9419 or, if you're calling from abroad, +44-(0)207-062 9419;
- (i) If you do not report the Damage in accordance with the above obligations, Atlas Gemini may reduce its performance to the extent of the Damage suffered by it. If Atlas Gemini can prove fraudulent intent, it will be able to refuse the full extended warranty performance.
- (ii) It is a condition of Atlas Gemini's liability that payment of Your claim always take place according to the method indicated by Atlas Gemini. Your Insured Equipment must be replaced by Atlas Gemini or by a repair workshop selected by Atlas Gemini. If You do not comply with this, Atlas Gemini shall no longer be liable for the performance of services
- (iii) You can be asked to fill in an application form or provide additional information about Your claim. Any lack of cooperation on your side can delay the assessment of Your claim.

f. Your age and address

You must be at least 18 years old at the time of the purchase of Your policy and live in Your country of residence as stated on Your policy certificate during the policy period.

g. Changes to the insured equipment or other information

The insured must give the Administrator timely notification of changes to the information on which this policy is based, such as the address and email address of the insured. Changing the Insured Equipment is only possible if the device is a new, properly functioning and undamaged Nokia device and the change has been communicated to Atlas Gemini within 7 days after the purchase date by sending an email to eu_support@servify.tech. Atlas Gemini reserves the right to request that the purchase receipt of the new device be presented. Atlas Gemini is not liable for the costs of repairing or replacing equipment other than the registered Insured Equipment.

h. Cancelling your policy

You have the right to cancel Your policy within 14 days after:

- (i) The day that You were notified that Your policy has entered into effect or

The day on which You received the full general terms and conditions of Your policy, where this is later than the date referred to in paragraph (i) After receipt of Your cancellation request, the already paid premium for the policy period after the cancellation enters into effect will be refunded.

i. Changes to your policy

Atlas Gemini may change the terms and conditions of Your policy at any time insofar as they have no material impact on the insured according to the criteria of reasonableness and fairness.

Substantial changes to the terms and conditions of Your policy, including but not limited to the premium, excess, claim procedures or right of cancellation for future policy periods, can only be implemented by Atlas Gemini after it has received Your agreement to the changed policy conditions.

In the event of substantial changes to the terms and conditions of Your policy, You have the right to cancel the policy within three (3) months after receiving the announced change. Such changes need to be announced by the Insurer at least three months before they go into effect.

If in such case You decide to cancel the policy, the Insurer will refund any premiums paid up front for the remaining period of extended warranty, effective from date of notification of cancellation.

j. What to do if you are not satisfied with Atlas Gemini

Atlas Gemini will do everything possible to provide You with a professional and reliable service. Should You, however, have a complaint about this service, You can always report it to us. In that case we advise You to report Your complaint to Aftersales Group BV, which acts on behalf of Atlas Gemini as the policy Administrator. You can contact Aftersales Group by calling +44-(0)207-062 9419., or by sending an email to eu_support@servify.tech. Aftersales Group's postal address is:

Achter de Tolbrug 151
5211 SM 's-Hertogenbosch, The Netherlands

The Administrator will try to resolve Your complaint or problem within 24 hours. If this is not possible, the Administrator will confirm Your complaint within 5 working days of receipt and provide a definitive answer within 2 weeks.

In the unlikely event that the Administrator's response is found to be unsatisfactory, the complaint can be reported to Atlas Insurance PCC Limited (Gemini Cell) 47-50 Ta 'Xbiex Seafront, Ta' Xbiex XBX 1021, Malta.

If, after involving these entities, Your complaint has still not been satisfactorily resolved, You can ask the following organisation to review the case:

Office of the Arbiter for Financial Services, 1e Floor, St Calcedonius Square,
Floriana FRN 1530, Malta, Tel +356 21249245 (overseas call charges apply),
Email complaint.info@financialarbiter.org.mt; Web www.financialarbiter.org.mt.

The Arbiter's office expects you to have a definitive written answer from Atlas Gemini, or have not received such final reply within 15 days, before they can accept your case.

The European Commission has an online dispute commission for Consumers who have a complaint about a product or service that has been purchased online. If You choose to submit Your complaint in this way, it will be forwarded to an independent complaints organisation that will ultimately handle the matter entirely online and will respond within 90 days. The internet address for this online dispute commission is:

<https://ec.europa.eu/consumers/odr>. Please remember to always state our email address eu_support@servify.tech. Please note that this independent complaints organisation can only consider Your complaint after we have had the opportunity to arrive at a solution.

Your rights as a customer to take legal action remain unaffected by the existence or use of said complaints procedures.

k. Requirements and wishes

Your extended warranty meets the requirements and wishes of a person who wishes to protect his or her Insured Equipment for extended warranty coverage.

l. Your insurer and the liability clause

This extended warranty is underwritten by Atlas Insurance PCC Limited, in respect of its Gemini Cell ('Insurer').

Atlas Insurance PCC Ltd is a company incorporated under Maltese law with its registered office at 47-50 Ta 'Xbiex Seafront, Ta' Xbiex XBX 1021, Malta. Atlas Insurance PCC is authorised by the Maltese Financial Services Authority, Notabile Road, Attard BKR 3000, Malta, Tel.: +356 2144 1155, <https://www.mfsa.com.mt/> (C5601). The company acts in The United Kingdom under the freedom to provide services and is registered with the Financial Conduct Authority under number 439406.

For this extended warranty, Atlas acts in respect of its Gemini Cell, a protected cell that was established within the applicable Protected Cell Company regulations and is owned by Aftersales Group BV. Atlas Insurance PCC Ltd is established at 47-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021, Malta.

Atlas can create one or more protected cells for the purpose of separating and protecting cellular assets (capital). The assets of the Gemini Cell are then protected against the liabilities and losses of the other Atlas cells and those of Atlas's core business itself. By accepting these terms and conditions You agree:

- that You are only entitled to make a claim under this extended warranty; and
- that Your rights and claims arising from this policy are primarily settled from the assets of Gemini Cell that are available for settlement of claims when Your claim to Atlas Gemini is registered; and
- that only when Gemini Cell's assets have been exhausted, Atlas non-cellular assets will be used to meet any of Gemini Cell's liabilities; and
- that a claim cannot be made on the assets of another of Atlas's protected Cells.

In this way, the capital of Your Insurer, Atlas Gemini, is protected at all times against possible shortfalls in the core activities of Atlas or at one of the other protected cells. Conversely, in the unlikely event of a shortfall at Atlas Gemini, continuity is secondarily guaranteed by the Atlas non-cellular assets.

By entering into this extended warranty, You acknowledge and agree that this extended warranty is being entered into with Atlas Gemini and that You are aware of the provisions of the PCC Regulations, which apply to Atlas Insurance PCC Limited and Gemini Cell.

You further accept and agree that this clause of the terms and conditions is to be governed and construed in accordance with Maltese law and that any disputes in connection therewith are to be submitted to the exclusive jurisdiction of the Maltese Courts. You warrant that, under applicable law, you are permitted to choose such law and forum to govern this clause of the extended warranty. Your agreement to have this clause governed by Maltese law and subject to the jurisdiction of the Maltese Courts and Your representation that it is permitted under applicable law to choose such law to govern this clause is a material reason why Atlas Gemini has agreed to enter into this insurance

m. Communication

All communication between You and Atlas Gemini and/or the Administrator on the one hand is conducted through the email address or postal address provided by You during the registration of the policy. Our email address is: eu_support@servify.tech and our telephone number is +44-(0)207-062 9419.

n. Protection of your personal data

Atlas Gemini is the Data Controller of Your personal data that is stored by us. Atlas Gemini and the Administrator (Us) will only use the information provided by You for the creation of Your Policy and possibly during the reporting of a claim for policy administration, customer service, claims and fraud prevention, including the possible transmission of Your data to other insurers and regulatory authorities and to verify your data on the basis of data from third parties to which we have legal access. For these purposes we may disclose data to our subsidiaries, service providers, agents and suppliers.

You hereby confirm that all data from a third person that You may have provided to us in connection with the registration and execution of Your policy has been provided with the consent of this third person. You also agree to receive communications regarding the protection of this data from Atlas Gemini on behalf of this third person .

We only store Your data for the period required to fulfill all our obligations arising from this policy, unless a longer retention period is legally required.

You have the right to access Your personal data and ask Atlas Gemini to update or correct the information in question or to remove this personal data from our records if it is no longer required for the purposes stated above. You can exercise these and other rights arising from Atlas Gemini's privacy policy by contacting our data protection officer. You can send your request by letter to: The Data Protection Officer, Atlas Insurance PCC Limited, Ta-Xbiex Seafront 48-50, Ta'Xbiex XBX 1021 Malta or by email to dpo@atlas.com.mt. However, please note that certain personal information may be exempted from such access, correction or deletion requests based on the EU GDPR and/or other applicable laws and regulations.

If You believe that the processing of your personal data by Atlas Gemini is not in compliance with the applicable data protection laws and regulations, You can file a complaint with Atlas Gemini and/or the Office of the Information and Data Protection Commissioner by clicking on this link <https://idpc.org.mt/en/Pages/contact/complaints.aspx>. If You would like to view our complete privacy policy to gain a better understanding of how we manage your data, please see <https://www.atlas.com.mt/legal/data>

protection/. Please note that our policy is subject to occasional changes to continue complying with changing laws, regulations and guidelines for data protection.

o. **Which laws apply and which courts are competent**

The laws of The United Kingdom apply to this policy and disputes relating to the rights arising from the policy are submitted to the UK courts and tribunals, with the exception of that which is described in Article I. If a dispute arises regarding the protected cell construction of Atlas, then Maltese law applies.

This policy is underwritten by Atlas Insurance PCC Ltd, acting from its Gemini Cell Company. Atlas Insurance PCC Ltd is a company incorporated under Maltese law with its registered office at 47-50 Ta 'Xbiex Seafront, Ta' Xbiex XBX 1021, Malta. Atlas Insurance PCC is authorised by the Maltese Financial Services Authority, Notabile Road, tt'Attard BKR 3000, Malta, Tel.: +356 2144 1155, <https://www.mfsa.com.mt/> (C5601).