

# General Terms and Conditions Nokia Insurance August 2023

**A fixed policy period of six (6), twelve (12) or twenty four (24) 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.**

## Important information

If your Insured Equipment has been Accidentally Damaged 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 is covered 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. **Accessories** means: Every Accessory that was purchased together with your Insured Equipment, with the exception of car kits, installation material, software and content downloads.
- b. **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 without Your permission.
- c. **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.
- d. **HMD** means: HMD Global Oy, a Finnish mobile phone company who has exclusive rights to the Nokia brand for mobile phones.
- e. **Insured Equipment/Equipment** means: The insured Nokia device which, based on the IMEI number or serial number, is registered as new with the Administrator within 14 days after purchase, as well as Accessories that were purchased at the same time. The Insured Equipment with associated serial number and/or associated serial number is described in Your policy schedule.
- f. **Negligence** means: failure to exercise the care that a reasonably prudent person would exercise in like circumstances.
- g. **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.
- h. **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.
- i. **Terrorism** means: Any act, including but not limited to, the use of force or the threat of force, by a person or group of persons acting alone or on behalf of or in connection with any organisation or government committed to political, religious, ideological or similar purposes, with the objective of influencing a government or of frightening the population or part of the population.
- j. **Third Party** means: Every other person than the insured, his/her spouse or partner, his/her ascendants or descendants, his/her representatives if the insured is a legal entity, as well as every other person who did not have permission from the insured to use the Insured Equipment.
- k. **Unattended** means: When You, or another person older than 18 years to whom You have entrusted your Equipment, do/does not have full visibility of the Insured Equipment or are/is in a position to prevent unauthorised persons from removing your Equipment.
- l. **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.
- m. **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.

## What is covered

Nokia Insurance provides cover against:

**Accidental damage** – Your Insured Equipment will be repaired or replaced by Replacement Equipment with equivalent functionality.

**Accessories** – Up to a maximum value of €150,00 in total for Accessories that were Damaged or Stolen at the same time as the Insured Equipment.

**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;**

- a. An excess fee applies based on the value of the Insured equipment:

Equipment band	Excess fee
< £ 250,-	£ 29,-
£ 251,- < £ 500	£ 49,-
> £ 500,-	£ 69,-
- b. Costs of any claim after the first succesful claim If Your Period of Insurance Is six (6) months or twelve (12) months and costs of any claim after the second succesful claim If Your Period of Insurance Is twenty four (24) months.
- c. Costs incurred due to the loss of use of Your Insured Equipment, costs for reconnection, subscription costs of any kind, or any other costs than the direct costs for the repair or replacement of Your Insured Equipment.
- d. Any kind of theft or loss of the Equipment.
- e. Damage to external data carriers, such as tapes, films, discs, DVDs, SD cards and software.
- f. The recovery costs of data on both internal and external data carriers.
- g. Costs for which the manufacturer, supplier or distributor is liable in accordance with the legal warranty obligations.

2. **Damage**

- a. Cosmetic damage to the Insured Equipment, such as scratches and dents, that do not affect the normal functionality.
- b. Any repair costs incurred for theprocessing, repair and/or cleaning by the Insured himself/herself and/or by a repair workshop not recognised by HMD, which resulted in the loss of the insured's right to the legal warranty.
- c. Damage to the Insured Equipment caused by the use of inferior parts (not new and/or not original Nokia parts) during modification and/or repair of the Insured Equipment by the insured himself/herself and/or by a repair workshop not recognised by HMDF.
- d. Software and defective lamps, tubes, tapes, batteries, SIM cards, antennas, toner kit, drum set, print head and other equipment that due to their nature and use are subject to regular and rapid wear and/or deterioration;
- e. Any Damage to Insured Equipment that has arisen as a result of Negligence.
- f. Damage to Accessories unless they are Damaged by the same event that also caused the Accidental Damage to or theft of the Insured Equipment.
- g. Any Damage to the Insured Equipment caused by wear and tear, depreciation, insects, vermin, mould or atmospheric or climatic conditions.
- h. Any Damage to the Insured Equipment caused by failure to comply with the user instructions, the connection, installation and maintenance instructions as described in the manufacturer's user manual.
- i. Any Damage to the Insured Equipment caused by a Virus.
- j. Any Damage that was caused with intent by the insured.
- k. Damage or loss of insured equipment following a fire.

**Our conditions**

a. **Policy period**

A fixed policy period of six (6), twelve (12) or twenty four (24) 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 insurance commences on the date that You have succesfully registered for this Insurance, provided this date is no later than 14 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 Insurance are stated in the policy schedule.

The premium applicable to this insurance 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) and Accessories (with a retail value of up to €150,00), 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 and Accessories 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 against Accidental Damage 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 Accidental Damage that You think is eligible for coverage under Your policy You must:

In the event of Accidental Damage covered by Your policy, inform the Administrator within 14 days after the discovery of the Accidental Damage or, if this is not possible, as soon as reasonably possible. You can do this by calling the Administrator 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 insurance 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](mailto: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.

Furthermore, the following applies:

- Your policy is automatically cancelled immediately after the fulfilment of Your first succesful claim If Your Period of Insurance is six (6) months or twelve (12) months. No premiums will be refunded. The Insurer will notify You about the cancellation by e-mail.
- Your policy is automatically cancelled immediately after the fulfilment of Your second succesful claim If Your Period of Insurance Is twenty four (24) months. No premiums will be refunded. The Insurer will notify You about the cancellation by e-mail.

#### 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 insurance, 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 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](mailto:eu_support@servify.tech).

Servify UK Ltd postal address is:  
2 Smiths Square 77 Fulham Palace Road  
London W6 8AF  
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](mailto:complaint.info@financialarbiter.org.mt); Web [www.financialarbiter.org.mt](http://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](mailto: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 insurance meets the requirements and wishes of a person who wishes to protect his or her Insured Equipment against the risk of Accidental Damage.

**l. Your insurer and the liability clause**

This insurance 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 insurance, 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 insurance; 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 insurance, You acknowledge and agree that this insurance 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 insurance. 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](mailto:eu_support@servify.tech) and our telephone number is +44-(0)207-062 9419.

„ **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](mailto: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/](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.

„ **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).