## TERMS AND CONDITIONS

## **INSURANCE FOR MOBILE DEVICES**

The insurance covers either repair or replacement of a mobile device with an equivalent product. No benefit is made due to loss or theft.

These insurance terms and conditions apply to such group benefit insurances which are intended only for Elisa OY's customers. The insurance is offered by an English insurance intermediary, SquareTrade Limited, and the insurer, BNP Paribas Cardif Försäkring AB, corporate registration no. 516406-0567 in Sweden. An insured product in these terms and conditions refers to a mobile phone or tablet that is purchased in one of Elisa OY's stores or in the web shop and for which an insurance has been taken out in accordance with these insurance terms and conditions in connection with the purchase for product safety.



#### 1 COMPENSATORY INSURANCE EVENT

Based on these insurance terms and conditions, the insurance policy and the purchase receipt of the product, the following insurance events occurring during the insurance period are covered:

Damage as a result of an accident which the insured product has been exposed to, provided that the damage is due to an external, sudden and unexpected event, which prevents the product from operating as it should. For example, if the insured product has been dropped on the ground or in water, or if it has had liquids splashed onto it.

Functional defects in the insured product if functional failures arise due to the insured product's internal mechanical or electrical system after the manufacturer's warranty has expired. For example, if the motherboard or microphone port does not work or if the battery maintains a charge of less than 50 % of its original charge capacity. In the event that you, the customer, can replace the battery and it is more than one year old, we only replace the battery without a deductible.

#### **2 GRANTING OF INSURANCE**

The insurance can only be taken out and granted in connection with the purchase of the insured product at Elisa OY. If the policyholder is an individual: You shall be at least 18 years old, a Finnish resident at the time of the purchase and the insured product should be intended for your own use.

If the policyholder is a company: The company shall be a Finnish resident corporate entity.

The insurance may be granted in connection with the purchase of the insured product, either in Elisa OY's stores or in the webshop.

The product named in the insurance policy and the receipt of the specified product is covered by the policy in accordance with these insurance terms and conditions. The insurance policy is valid for the benefit of the policyholder listed in the insurance policy. An insurance policy is sent to the insured by e-mail to the e-mail address notified to Elisa OY in connection with the purchase of the insured product.

The insured product shall be new and placed in its original packaging at the time of purchase. The insurance also applies to accompanying standard equipment that is included in the insured product's original packaging.

# 3 WHEN THE INSURANCE POLICY TAKES EFFECT AND VALID PERIOD OF COVERAGE

The insurance takes effect at the same time as the insurance contract is signed in connection with the purchase of the insured product but not before the policyholder is in possession of the insured product. The insurance period is one month and the insurance will be extended one insurance period at a time if neither the policyholder nor the insurer has terminated the insurance contract.

## **4 TERMINATION OF THE INSURANCE POLICY**

The insurance will be terminated:

- a) when written notice of termination has been submitted or sent to the insurer, if the policyholder terminates the insurance policy to Elisa OY,
- b) at the end of the following insurance period after a written notice of termination has been sent to the policyholder, if the insurer terminates the insurance (however, the insurer does not invoice a new insurance premium after the notice of termination has been sent),
- without separate termination if the contractual relationship between the policyholder and Elisa OY ceases and Elisa OY no longer invoices the policyholder for any services or for the insured product,
- d) without separate termination when the insured product is 5 years old,
- e) without separate termination, if the policyholder sells or gives away the insured product (sale also means a financial settlement for the insured product if it is redeemed);
- f) if the policyholder has reported two insurance events within twelve (12) months (not counting a replacement of a customer replaceable battery). The insurance covers a maximum of two insurance events during a period of 12 months, regardless of when the period occurs.

If the policyholder terminates the insurance during the insurance period, the insurer is entitled to the insurance premium for the time that the insurer's liability has been applicable.

The insurer's liability ends at the end of the insurance period. The insurer will not refund the insurance premium to the policyholder if the premium that shall be refunded is less than 8 Furo.

#### **5 INSURANCE BENEFIT AND SCOPE**

The insurance is valid everywhere in the world.

Please contact us if an insured event occurs, so that we can clarify the situation with you.

When giving notification of damage that has occurred, the insurer will attempt to resolve the issue using troubleshooting methods. If the issue cannot be resolved, depending on both the insured device and the fault, the insurer may suggest:

- A. replacement of the device with a new or factory restored device, or
- B. repair of the device by a servicing agent approved by the insurer, or
- C. that the price of the local servicing is paid upon production of documentary proof or a receipt.

A. If the insured product must be replaced as a result of an insurance event, the replacement product will be delivered to the address in Finland, which the policyholder has specified at the time of claim. At the policyholder's separate request, the replacement product can be shipped to an address in another EU country, Norway or Switzerland. The policyholder cannot have the product delivered to the stated address the following day at any location other than an address in Finland. When reporting the claim, the policyholder will be notified how long the delivery of the replacement product will take and how to proceed with the claim process. The policyholder should be present at the address indicated at time of claim in order to receive the replacement product.

When an insurance event occurs, a replacement product will be delivered to the policyholder in accordance with these terms and conditions. The replacement product is equivalent to the insured product but with consideration given to paragraphs 7 and 8 regarding deductibles and restrictions. The replacement product will either be a new or a repaired product that is equivalent to the insured product. If the insured product no longer is available as a new product, a replacement product with the same features will be delivered. We cannot guarantee that the colour or functions of the replacement product will be identical to the old one. The replacement device may be a repaired device and replacement parts may be new or repaired and consist of either the original manufacturer's or another manufacturer's parts, which in terms of technical characteristics is equivalent to the original technology.

SquareTrade provides a product warranty for 24 months on the replacement product.

- Within 7 days after receipt of the replacement product, the policyholder shall deliver or
  post the damaged insured product to the repair centre approved by SquareTrade in a
  postage-prepaid envelope. This envelope will be delivered to the policyholder together
  with the replacement product.
- Before the product is posted, the policyholder shall ensure that all blocks that restrict
  access to the device (for example, password, or the "Find my iPhone" application) are no
  longer in active mode.

B. If the insured product is to be repaired by a servicing provider, the insurer shall supply the policyholder with a prepaid envelope. Prior to posting to our servicing department, the policyholder must ensure that all access restrictions on the device have been removed (e.g. passwords, Find My iPhone).

If the fault in the insured product is covered by the insurance terms and conditions, the insurer will repair the product. Servicing will take approximately five (5) working days (excluding transportation time)

If the servicing agent is unable to repair the product, the insurer will provide a replacement product. In such instances, the original product will not be returned.

If the servicing agent approved by the insurer decides that the insurance does not cover the product or the damage that has occurred, the insured product will be returned unrepaired to the policyholder, or destroyed at the policyholder's request.

SquareTrade provides a thirty (30) day warranty for servicing. The policyholder must check that the repaired product is fully functional when they receive it. If the device is still faulty, the policyholder must inform the insurer of this immediately.

C. If the insured product is repaired by a local servicing provider, the insurer shall pay the price

of the servicing, to a maximum of EUR 200. The price must be stated when submitting the notification of claim. The policyholder must send the insurer documentary proof or a receipt via email for the repairs paid for without delay; the proof/receipt must be clearly legible.

If the device is still faulty after the local servicing, the policyholder must consult the same servicing provider immediately. SquareTrade shall take no responsibility for repairs carried out by local servicing providers.

#### Administration fees

If the damaged, insured product that has been replaced does not arrive at the repairer that has been approved by SquareTrade within 14 days, a charge will be made to the payment card that the policyholder has specified with an additional administrative fee of up to the retail price of your product. Alternatively, the fee may be invoiced in connection with Elisa OY's invoice for services relating to the insured product. The size of the fee depends on the damaged product's value and the charge communicated to the policyholder in connection with submitting the claim

The policyholder is responsible for that the damaged, insured product is carefully packaged prior to shipment. The policyholder is also responsible for that all the information in the damaged, insured product is backed-up, and that all applications that limit the use of the product have been deleted. If the product's use has been limited when it's received by the repairer, we may reject the insurance claim or invoice the price of a replacement device, with maximum 800 Euro from the customer's payment card.

The insurer will erase all personal data from the damaged, insured product that is received.

If the repairer that has been approved by the insurer decides that the insurance does not cover benefit for such damage or product, the insured product will be sent back to the policyholder without being repaired, or will be destroyed at the request of the policyholder. The replacement product that the policyholder has received must therefore be returned to the insurer or to the repairer approved by the insurer. If the replacement product is not returned within 14 days, the value of the replacement product will be charged to the policyholder's payment card.

#### **6 CHANGES**

The policyholder should immediately inform Elisa OY if the policyholder sells or gives away the insured product. The policyholder should also inform Elisa OY if the policyholder replaces the insured product with another product or a new product. The change can affect the scope of the insurance, the validity, or the size of the deductible.

#### 7 DEDUCTIBLE OF THE INSURANCE

The deductible varies according to the insured product's purchase price.

The policyholder shall in the claim form, enter information about a payment card which can be charged with the deductible that is applicable in accordance with the insurance terms and conditions

The insurer reserves the right to refuse to supply a replacement product if there is no coverage corresponding to the deductible on the payment card that the policyholder has stated.

You will find information about the size of the deductible in your insurance policy (which you received by e-mail).

If the replacement phone's value is less than the amount of the deductible, we will adjust the size of your deductible in proportion to that value.

### **8 RESTRICTIONS**

#### General restrictions regarding all insurance events

The insurance does not cover insurance events caused or partly caused by:

- compulsory military service, or situations with war, civil war, uprisings, terrorist activities
  or other similar conditions.
- nuclear explosions or radiation,
- the policyholder's intentional or criminal acts.

If the insurer determines that the cause of the insurance event is due to the policyholder's intentional, gross negligent or negligent conduct, the benefit can be reduced or denied completely with respect to the circumstances.

## Other restrictions

- The insurance does not cover damages due to, or caused by, wear and tear, or which
  occurs as a result of this; for example, scratches.
- The insurance does not cover damages due to the insured product being used in a way that deviates from ordinary use.
- The insurance does not cover theft or loss of the insured product.
- The insurance does not cover damages covered by the manufacturer's product warranty.
- The insurance does not cover replacement of parts due to wear and tear.
- The insurance does not cover the loss of downloaded applications or reinstallation, or other data that is stored in the insured product's memory; for example, apps, videos or music
- The insurance policy does not cover damages that any program, viruses or external storage media (such as additional memory or memory card) have caused.
- The insurance does not cover damages due to cleaning, service, inspection of the insured product or neglecting to follow the instructions of the manufacturer.
- The insurance does not cover damages caused due to the fact that the insured product cannot be used.
- If the policyholder can claim benefit for the insurance event from another insurance (such
  as home insurance), he/she can make a claim for damages with the other insurance
  company. Benefit regarding the same insurance event cannot be obtained from two
  insurers.

- The insurance policy does not cover damages if the damaged product's serial number has been partially or fully removed.
- The insurance does not cover damages if an amount equal to the deductible is not possible to obtain.

#### 9 AMOUNT OF THE INSURANCE PREMIUM AND PAYMENT

The amount of the insurance premium is specified in the insurance policy. The insurance premium is invoiced monthly at the same time as Elisa OY invoices for the contracted performances. The insurer pays the taxes associated with the insurance premium.

#### 10 LATE PAYMENTS OF THE INSURANCE PREMIUMS

If the insurance premium is not paid on the due date, the insurer has the right to cancel the insurance to cease in the end of the next month, at the latest 14 days after the notice of termination has been sent (period of notice).

However, the insurance does not cease to apply if the full insurance premium has been paid before the end of the period of notice.

If the delay in payment of the insurance premium is due to the policyholder having financial problems because of illness, unemployment or other specific reason, mainly through no fault of his own, the insurance will cease to apply only 14 days after this obstacle has been removed, despite the fact that the insurance was cancelled earlier.

The insurance ceases to be in effect at the latest three (3) months after the end of the period of notice.

#### 11 PREPARATION OF THE CLAIM FORM AND THE TIME FOR REPORTING

Claims for damages are made by visiting the website: www.squaretrade.fi.

SquareTrade Limited is responsible for the insurance register of policyholders covered by group benefit insurance.

Claims for damages must be made without delay. Claims for benefit shall be made within one year from the date when the policyholder became aware of the insurance event or of the consequences of an insurance event. Claims for benefit must, in any case, be presented within ten years from the insurance event. If claims for benefit are not presented within this time frame, the applicant loses his/her right to benefit.

The insurer, in connection with its assessment of the right to benefit, may require that the policyholder submits verification that he/she has purchased the insured product.

We will send you packaging and instructions on how to send in the product. You must follow the instructions given to you and fill in the necessary information on the stickers, which also constitute the shipping forms. If you do not follow our instructions, you may possibly be responsible for situations where the device is lost or damaged during shipping. Remember to make sure you have a back-up of the data on the device, because we will erase all data if the insured product is replaced.

If we do not receive the damaged device, we may charge your payment card with the price of the replacement device, in other words, maximum an amount that is equivalent to the administrative fee.

## 12 POLICYHOLDER'S RIGHT TO TERMINATE THE INSURANCE POLICY

The policyholder has the right to terminate the insurance contract at any time up to the end of the insurance period. Notice of termination should be made in writing and sent to Elisa OY. Otherwise, the termination is invalid.

If the policyholder cancels the insurance within 15 days of it taking effect, the insurer refunds the paid insurance premium, provided that no insurance events have been benefited before the insurer's liability has ceased.

## 13 THE INSURER'S RIGHT TO TERMINATE THE INSURANCE POLICY

The insurer has the right to terminate the insurance contract at the end of the insurance period. Notice of termination shall be made in writing at the latest one month before the end of the insurance period.

## 14 THE INSURER'S RIGHT TO CHANGE INSURANCE TERMS AND CONDITIONS

In connection with the beginning of a new insurance period, the insurer has the right to change the insurance terms and conditions as well as the amount of the insurance premium if the reason for the change is that any new or amended legislation or regulatory provision has come into force, or the conditions have changed unexpectedly (for example, in the event of an international crisis, an abnormal natural phenomena, a catastrophic accident), or that there have been changes in the index that the insurance is associated with and that is stated in the insurance policy, or if changes have been made in actuarial calculations regarding claim costs.

The insurer also has the right to make minor changes in the terms and conditions of the insurance, as long as it will not affect the primary content of the insurance contract.

The insurer shall give notice of the changes in the insurance terms and conditions at the latest one month before the changes take effect.

## 15 SUBMISSION OF FALSE INFORMATION

Before the insurance is granted, the policyholder must provide accurate and complete answers to questions that the insurer asks. These may be of importance in assessing the insurer's liability. In addition, the policyholder should, without undue delay, correct the data if he/she later discovers that the data is false or incomplete.

If the policyholder has been dishonest in connection with the fulfilment of his/her obligation to provide information, the insurance contract is not binding for the insurer. In such cases,

the insurer has the right to retain the paid insurance premiums, even if the insurance contract would cease to be in effect.

If the claimant has failed in his/her obligation to disclose information intentionally, or is due to such negligence that cannot be regarded as minor, the benefit amount may be reduced or benefit denied. If benefit from the insurance is paid as a result of the policyholder having provided false information to the insurer, the insurer has the right to recover the sums paid out in benefit from the insurance and to also take legal action.

#### **16 APPEAL FOR CHANGES**

SquareTrade Limited aims to offer you the best service possible. If you for any reason are not satisfied with our service, we ask you to immediately visit our website at: www.squaretrade.fi or to send us an email at: takuu@sqaretrade.fi. We will review your case as soon as possible.

If you feel that we have not fulfilled our commitments that are required in accordance with the insurance contract, you can always contact the administrator of the case and request a review. In addition, you can always write to the address below and tell us about your case and ask us to rectify the situation.

## The decision can be appealed in writing by sending an informal letter to the following

Customer Experience Manager, SquareTrade Limited, Alexandersgatan 15 B, 6th floor, 00100

If you are not satisfied with our decision, you can then contact the insurer at the address: Complaints Board, BNP Paribas Cardif, Box 24110, 400 22 Gothenburg, Sweden

Consumer who are dissatisfied with decisions regarding the insurance can also contact the Insurance Board, or take up the matter for review with the Consumer Disputes Board or FINE.

The Finnish Financial Ombudsman Bureau (FINE) Porkalagatan 1 00180 HELSINKI Phone: 09 6850 120, E-post info@fine.fi www.fine.fi

The policyholder can also sue the insurer in the general district court of his/her domicile.

Suits as a result of the insurer's decision must be brought within three years from the date on which he/she received written information about the insurer's decision and the time limitation of three years.

#### 17 HANDLING OF PERSONAL DATA

Personal data that you have submitted to the insurer or insurance intermediary is handled in accordance with the obligations stated in the insurance contract or stipulated in legislation. Your personal data can also be processed for market and customer analysis, as well as for business, product, and methodology development. In addition, the data can also be used for information and marketing purposes. The insurer and insurance intermediary are responsible for ensuring that personal data is processed in a legal manner.

For the purpose stated above, personal data may be disclosed to another company within the group to which the insurer or insurance intermediary is a part of, or to those companies' business partners or to any other company, both within and outside the EU and EEA, if the concerned company is included in the same group as the cooperative partner.

The insurer may record or otherwise document the telephone communication between you, as a private individual, and the company.

All personal data is handled very carefully to protect all individuals' personal integrity. Therefore, personal data is only accessible to those people who need it in order for them to

perform their work. In addition, we ensure that submitted data is only accessible to the extent necessary to achieve the aforementioned objective.

If you, as a policyholder, would like information about your own personal data, or want to correct the data, you should contact the insurance intermediary or insurer. As a policyholder, you can also prohibit your personal data from being used for direct marketing of insurance products and services if you request this in writing.

#### 18 SUPERVISORY AUTHORITIES AND LEGISLATION

The Financial Supervisory Authority in Finland is the authority that monitors the insurance intermediary's and the insurer's operations. Distance contracts established together with Finnish consumers are also supervised by the Consumer Agency. The insurance intermediary's and the insurer's operations are also subject to supervision by the corresponding authorities in their home countries.

In regard to insurance contracts and insurance intermediation, laws and regulations in force in Finland are applicable, for example, the Insurance Contracts Act (543/1994) and the Insurance Mediation Act (570/2005). The Consumer Protection Act (38/1978) is also applicable in applicable parts, for example, distance sales. All communication between the policyholder, the insurer and the insurance intermediary is made in Finnish. Insurance terms and conditions and additional information regarding the insurance is provided in Finnish.

The competent court is the Finnish general court, with the District Court being the court of first instance.

#### **19 CONTACT INFORMATION**

Insurer: BNP Paribas Cardif Försäkring AB, Box 24110, 400 22 Gothenburg, Sweden

#### As regards insurance and benefit issues, please contact

Customer Service SquareTrade around the clock via the website at: www.squaretrade.fi. You can also write to us at the address, SquareTrade Limited, Alexandersgatan 15 B, 6th floor, 00100 Helsinki.

Customer Service is open weekdays 9:00 am-7:00 pm and Saturdays 10:00 am-4:30 pm\_at telephone (+358) 0800 915 801. Make sure that you have access to the insured product that has been damaged, your purchase receipt for the product, and your insurance policy before you contact us.

If the policyholder makes a claim before 8:00 pm Monday-Thursday, the replacement product may be delivered to him/her the following day to the address in Finland that was stated on the claim form. If the policyholder makes the claim after 8:00 pm on Friday, or at any time during Saturday and Sunday, the replacement product will be delivered to him/her the following Tuesday to the address in Finland stated in the claim form. The policyholder can also request that the replacement product be delivered to another address within the European Union. In such cases, the delivery time depends on where the desired delivery address is located.

**SquareTrade Limited** (corporate registration number 07165194, Unit 1.02 Enterprise House, 1-2 Hatfields, London, SE1 9PG, United Kingdom) has been appointed to act as an intermediary by the insurer and is listed in the register of authorized insurance intermediaries by the regulatory authority in the United Kingdom. The company has notified the appropriate authorities that it carries out services related to insurance intermediary activities in Finland. The insurer pays a commission of 30% of the insurance premium to the insurance intermediary. SquareTrade Limited pays Elisa OY compensation for Elisa's administration.

In the UK, the insurance intermediary is a member of the compensation fund, Financial Services Compensation Scheme (FSCS), and the policyholder can seek compensation from the fund in question if SquareTrade is not able to make payments of benefit from the insurance policy.

Additional information is available on the FSCS website www.fscs.org.uk.

