**ARTICLE A. GENERAL TERMS AND CONDITIONS**

1. **CONTRACT PARTNER:** Thelimited liability company with the trade name «epic Ltd» (hereafter epic), and registration no. ΗΕ 141156, legally registered and operating in the Republic of Cyprus, address Kennedy Ave. No. 87, 1077 Nicosia, Cyprus.
2. **POLICY HOLDER**: Exclusively and only for the first (1st) month following the purchase of the device, the policy holder and consequently obliged to pay the corresponding monthly premium, is the Contract Partner (Article A.1) based on the group insurance policy GD1900094650 which the insurer has concluded with the latter. For the remaining months, i.e. thirty five (35), the policy holder and consequently obliged to pay the corresponding monthly premium is the insured person (article A.3) based on the group insurance policy GD1900176180 which the insurer has concluded with the contract partner.
3. **BENEFICIARY / INSURED PERSON**: The applicant, who has proceeded with the purchase said insurance program (provided he / she meets the **prerequisite conditions** for its purchase), which pertains to the aforementioned Group Insurance Policies between the Insurer and the Contract Partner and who may submit a claim according to the terms of the present insurance contract (hereafter “insured person” or “customer”).

**PREREQUISITE CONDITIONS:** As bearer of the right to purchase said insurance program is defined the customer of any **epic** retail store who has proceeded with the purchase of a Covered Device (Article A.4) and has simultaneously become a mobile telephony subscriber of the **epic** network, **either as a new subscriber or through his / her inclusion in the Smartphone Anytime service, or as a result of portability, or as a result of contract renewal of his / her contract for a minimum duration of thirty six months.**

1. **COVERED / INSURED DEVICE:** Covered device shall be considered any new mobile device (hereafter “device”) which has been acquired by means of purchase from the beneficiary from any store of the epic company (hereafter “store” or “Group store” in Cyprus).
2. **INSURER/INSURANCE UNDERTAKING:** The Greek branch office of the foreign (French) Insurance Company with the trade name "AWP P&C S.A." (hereinafter referred to as "insurers" or "insurer") which is headquartered in Agios Dimitrios, 10 Premetis Street 10, GR-17342, Tax Registration No 098118029, Piraeus Tax Office for the Taxation of Sociétés Anonymes, Tel: +357 22554920, fax: +357 22554921, e-mail: epic@allianz-assistance.gr and which operates in Cyprus under the Freedom of Services regime.
3. **INSURANCE CONTRACT:** The GD1900094650 and GD1900176180 Group Insurance Policies, issued by the Insurer to the Contract Partner, which define, describe and establish the individual elements of the present insurance program.
4. **VALIDITY AND TERM OF POLICY:** The insurance terms of the present are effective exclusively for the **epic Mobile Phone Insurance – 36 months** insurance program. The duration of the present insurance contract is set at thirty six (36) months beginning from the date of issue. The insurance covers / covered risks of the present insurance program presuppose the monthly and equal payment, by the insured person, of a total of thirty five (35) installments through the monthly mobile telephony subscriber bill and are effective
* beginning on the date of activation / renewal of the epic mobile telephony subscriber service or the epic Smartphone anytime service under the condition that the purchase of the insurance program was carried out simultaneously with the purchase of the covered device, as ascertained by the device’s relevant purchase receipt.
1. **END OF INSURANCE PROGRAM:** Theend comes automatically as follows:
* With the end of the insurance program’s duration, i.e. thirty six (36) months
* In case of payment of indemnity through the issuing of a “voucher for the purchase of a new device of the same product category” as a consequence of a non – economic repair or total destruction of the covered device (article D.§2. 2.2).
* In case of omittance of payment of two (2) consecutive monthly instalments.
* In case of cancellation of the subscriber service contract as a consequence of any reason (indicatively: line deactivation, portability, etc.)

**8.** **LOCATION OF COVERAGE:** The covered risks apply to Insurance Cases that took place anywhere globally. A necessary prerequisite for the validity of covers is that the insured person’s stay outside Cyprus does not exceed a total duration of thirty (30) days.

**9**. **DEDUCTIBLE:** The amount (as defined in Article D.§13 of the present) that the insured person is obliged to pay for any claim approved by the Insurer, except for the first claim, towards the aim of cover validity.

**10**. **NON-ECONOMIC REPAIR OF THE COVERED DEVICE:** The repair cost of the damaged insured device exceeds its depreciated purchase price (prior to possibly applicable subsidy) under Article D.§13

**11. TOTAL DESTRUCTION OF THE COVERED DEVICE:** The damage of the insured device renders its repair unfeasible.

**ARTICLE B. SPECIAL TERMS AND CONDITIONS**

**COVERED RISKS AND DAMAGES**

The Insurer provides, for said insurance program, coverage of the cost of repair / restoration, including administrative costs, spare parts and labor in case of damage or destruction of the covered device, under the term that in these cases the customer has not caused the damage deliberately or shown improper or poor handling or gross negligence, as a result of:

1. Accidental fall, caused by accidental and external cause resulting in **breakage or malfunction** of the covered device and, thus, any damage resulting from inherent defect of the device or caused by wear and tear shall be excluded.
2. **Contact with water or humidity.**
3. **Wear and tear of the original storage battery** supplied by the manufacturer with the device. Coverage is limited to storage batteries with 100% failure to recharge after expiry of the manufacturer’s guarantee.

**NOTE:** Exclusively devices, the information of which, such as manufacturer, model & serial number (S/N), as well as customer name, are written on the **epic** subscriber service contract, with the product code and S/N clearly written in the relevant field on the device or on its packaging, are insured.

**ARTICLE C. GENERAL EXCLUSIONS**

**The covered risks shall not include the following cases:**

**1.**  malfunctions, defects, scratches or damage not affecting the usability or functionality of the device or not originating from any accidental damage that is covered;

**2.** events that were not given the necessary due care in order to be avoided or to result in a reduced amount of the claim or damage which from which a claim will be raised under this policy. Due care shall mean the proper fulfilment of all steps of safeguarding, caring for, and protection required by the proper due care demonstrated by a person who, under the same or similar circumstances, would take to protect a product from any resulting damage;

**3.** any claims resulting from loss of use of the device as well as resulting from damage due to theft or attempt of theft;

**4.** repairs outside Cyprus;

**5.** any cost, where no damage or malfunction to the device can be detected;

**6.** any damage or malfunction that does not affect the normal operation of that was not covered under the original manufacturer's warranty or cannot be attributed to a manufacturing or design error or mistake in the assembly of the device;

**7.** any device that had been recalled by the manufacturer, importer or distributor due to reported or known flaws.

**8.** any loss or damage caused by failure of electrical or electronic components, software, electronic viruses, loss of data or information, microprocessors, accessories and components of accessories, external data storage discs, after market installations, conversions and enhancements, any kind of data input components, ink or toner cartridges, tiller handle or other external controls, components, external parts or other additional supplementary parts unless included in the original packaging with the device and covered by the manufacturer’s warranty until its expiration;

**9.** any damage caused as a result of a failure to comply with the operational and manufacturer's installation instructions or any other attempt of improper installation or repair;

**10.** any damage occurred as a result of programming, settings, repairs, reconstructions, modifications or cleaning of the device;

**11.** any damage that does not reduce the functionality of the device (scratches, dents, deformations, finishing, decorative items, etc.) or caused by friction, scratching or that requires compensating for latches, lids, enclosures, if they do not reduce the normal usability of the device;

**12.** any damage to a separately purchased parts for use on the insured device or accessories or parts purchased separately;

**13.** any costs to withdraw the damaged device;

**14.**in the event of coverage by manufacturer's or a third party liability;

**15.**where only payment for replacement or restoration is required (such as lamps, batteries, etc.);

**16.**in any case caused by experiments, voluntary or deliberate overloads, tests, mishandling, non-compliance with maintenance instructions, any use that is different from or contrary to the manufacturer’s recommendations;

**17.**in any case originating by using accessories or spare parts not approved by the manufacturer;

**18.**in any case that occurred or arose during or as a result of handling, repairing or cleaning the insured device by any third party other than those authorised or approved by the manufacturer or the distributor;

**19.**in any case originating from withholding, seizure and any action or decision of destruction by the authorities, including customs authorities;

**20.**in any case originating from external cause (such as power surge, battery fluid loss, leaking of any fluid from other products placed upon the insured device, etc.) or blocking of any mobile or rotating part;

**21.**in any case originating from natural disasters, force majeure, fire, lightning, explosion, storm, flood, radiation or any event connected with changing the status of an atomic nucleus;

**22.**in any case originating from war, invasion, acts of foreign enemy, hostilities (with or without a declaration of war), riot, strike, civil commotion, civil war, uprising, revolution, social upheaval, occupation or military or usurped power.

**23.**Devices where the serial number (S/N) or the IMEI has been removed, destroyed, considered defective or unreadable.

**24.**Where the occurrence of the insurance case is due to wilful misconduct or gross negligence, the insurer shall be discharged from the insurance indemnity obligation.

**ARTICLE D. LIMITATIONS**

**§ 1. Obligations of the insured customer (insurance burden) in the event of an incident**

1. The customer must submit the damaged device together with the purchase receipt or invoice of the insured device and the corresponding insurance policy at any store of the epic proprietary sore network (excluding Partner Stores) within eight (8) days from the moment the customer was informed of the incident. Thereafter, the store will handle coverage to which the customer is entitled under this insurance policy.
2. In the event that the customer is outside Cyprus and isn’t able to submit the damaged device within the above mentioned time limit, the customer is obliged to inform the Insurer within eight (8) days after being informed of the incident, with an official announcement via letter or Statement of an insurance event, legally signed and upon the customer’s return to Cyprus follow the above described procedure. The Insurance Event entails the obligation of the Insurer to examine and satisfy the insurance Claim upon the return of the Insured Person / Policy Holder to Cyprus.
3. From the 2nd occurring insurance event and for every event after that there will apply a deductible (as defined in Article D. §13) that the insured person must initially accept so that the coverage validity may be activated, following notification from epic and subsequently pay epic said amount before receiving the repaired device. In case the insured person explicitly denies the payment of the deductible, the insurer is automatically exempt from indemnity and the device is returned to the insured person without being repaired.
4. The customer must follow the instructions of the insurers and of the shop (for example: filling in the Statement/Application of occurrence of the insurance case, etc.) and make every effort necessary to minimise the damage.
5. The store will receive approval for repairs from insurers on the customer’s behalf.

**§ 2. Obligations of the Insurer concerning indemnity (provision / indemnity)**

1. In the event of any insurance coverage claim, all costs required for the repair or restoration of the device will be covered.
2. In the event of total destruction or non-economic repair the insurance coverage will be limited to the value of the insured device taking into account the depreciation of the value based on the table in Article D § 13 via the following alternatives:
	1. by replacing the device that cannot be repaired with another device of the same product category and with the same features that will be covered by the same insurance contract for a time span equal to the remaining monthly installments to be paid or
	2. by issuing a "voucher for the purchase of a new device of the same product category". It is noted that in the event that a valid insurance case occurs within the first 18 months of the total period of 36 months herein, the premium of the remaining monthly installments up to the 18th month will be withheld / deducted.

The voucher may be redeemed in any proprietary epic store.

The replacement or the issue of the voucher will be made at the Insurer’s discretion.

**PLEASE NOTE:** According to the basic Principle of Prohibition of Enrichment of insurance law, the possession of the damaged device by the insurance company constitutes the basic means to prove the risk occurred and on the basis of the Principle of the Law of Evidence, the compensating insurance company may retain possession of the damaged device that demonstrates the occurrence concerned.

**§ 3. Premiums and proof of insurance coverage**

1. The total premium is calculated for the whole insurance duration and will be paid in progress payments and in equal monthly instalments through the monthly mobile telephony bills the insured person will receive. The paid installments equal the total duration of the insurance contract, i.e. a number of thirty six (36) installments. Premiums include the applicable insurance premium tax.
2. The original receipt or invoice showing the purchase of the device in conjunction with the insurance policy will be considered as the sole proof of insurance coverage.

**§ 4. Right to Rescind & Oppose**

If for any reason the policy holder does not wish to have the insurance, the policy holder has the right to rescind the insurance Policy within 14 calendar days from the day of receiving the contractual terms and the policy. Further, the contracting party has the right to oppose to the conclusion of the contract for specific reasons, as defined in the attached form of Opposition, within 30 days of the issuance of the policy thereof. The timely registered sending of the aforementioned statements to the Insurer's address is sufficient proof for the cancellation of the contract. In the event of exercising the above rights, any premiums paid shall be returned within thirty (30) calendar days of receipt of the statements thereof by the Company. The right to rescind or oppose cannot be exercised where an insurance risk covered by the contract before the above letter has reached the Company's headquarters.

**§ 5. Withholding, Fraud or Misrepresentation of Facts**

Any deliberate false and/or misleading statement and/or fraudulent withholding of information from the Beneficiary, Insured Person, Policyholder entitles the Insurer to terminate the Insurance Contract under the provisions of the applicable insurance law.

In this case, all claims arising from this policy shall be cancelled, no indemnity shall be paid and the Beneficiary of the indemnity must return to the Insurer any indemnity given. The Insurer is not obliged to refund premiums.

**§ 6. Transfer**

In the event of a transfer of ownership of the insured device, this policy will not be transferred to the new owner of the device. The policy shall not be transferred to cover another device or group of devices.

**§ 7. Limitation of liability**

In the event of damage which is covered against the same risks by another insurance policy (multiple insurance), the policy holder or the insured person is forbidden from filing more than one (1) coverage application and / or indemnity for the same issue. In case the policy holder or the insured person appeals to more than one insurer and / or a third insurer for a coverage application and / or indemnity for the same device, the insurer is relieved of obligations for indemnity and / or the indemnity will be provided only to the extent that is not covered by the previous and / or third insurance.

**§ 8. Complaints**

The Insurer’s highest priority is the optimum response to the insurance needs of customers, providing effective services of high quality at all times. In this context the Insurer pledges to make every effort to provide the due insurance services to the insurer person / policy holder in a timely and effective manner. However, in the event where the Insured Person has any complaint concerning this insurance policy and/or the services of the Insurer the Insured Person may do so with one of the following ways, in particular:

1. To the limited liability company “epic ltd” (epic):
2. Either through email message at the email address contactus@epic.com.cy (b) Either through fax at +357 96 969 385 (c) Either through post at the address “epic ltd”, Kennedy Ave No. 87, 1077 Nicosia, Cyprus
3. To the Greek branch of the foreign insurance company “AWP P&C S.A.” (insurer):
4. Either through email at the email address quality@allianz-assistance.gr, (b) Either through fax at (+30)211-1099818, (c) Either through post at the address: Greek Branch of the “AWP P&C S.A.” insurance company, Premetis 10, Agios Dimitrios, 10743, Athens, Greece.

In parallel to submitting a complaint to the Insurer and / or to epic or in case that the insured person / policy holder is not satisfied by the reply of any of the above (i.e. the insurer or epic), the insured person / policy holder may appeal to the Superintendent of Insurance and specifically to the Insurance Companies Control Service, who act in the customer’s name and at the customer’s mandate, as below:

Postal address: P.O. Box 23364, 1682 Nicosia

Tel. No.: 22602990

Fax. No.: 22302938

Email: insurance@mof.gov.cy

or to the Financial Ombudsman, as below:

Postal address: P.O. Box 25735, 1311 Nicosia, P.O. Box 26722, 1647 Nicosia

Tel. No.: 22848900

Fax No.: 22660584, 22660118

Email: complaints@financialombudsman.gov.cy

**§ 9. Personal Data**

The Insurer collects and processes personal data of the policy holder / insured person exclusively for the handling of the latter’s insurance contract (including the due provision of insurance services as well as the handling of possible claims, demands and queries concerning the fulfilment of rights). In this context the Insurer declare that they have full knowledge and conformity with all their obligations that derive from the legislative and normative framework in effect concerning the protection of personal data, including the General Data Protection Regulation (679/2019) of the European Parliament and the Council and the national legislature in effect. Specifically, the Insurer declare that they guarantee that (i) to the aim of service of the policy holder / insured person and the corresponding insurance contract, they will receive in a legal and transparent manner the absolutely necessary for the policy holder / insured person personal data, (ii) they will proceed with any demanded notification of the policy holder / insured person regarding the processing of their personal data on the part of the Insurer and (iii) will ensure any necessary consent of the latter for the processing of their personal data on the part of the Insurer, unless there exists any other legal basis for this processing.

**§ 10. Amendments to the Insurance Policy**

Any amendments to the policy require written confirmation by the Insurer. Any oral confirmation or additional agreement in any way shall be considered invalid.

**§ 11. Applicable Law and Jurisdiction**

1. This policy shall be governed by, construed and apply according to the Cypriot law. Any dispute will be resolved by the competent courts of Cyprus.
2. Subject to any different provision, the general statutory provisions of the law in effect will apply.

**§ 12. Limitation Period**

Claims arising from the insurance contract shall be barred based on the time period that the Cypriot law in effect will define at the time of the submission of the claim.

**§ 13. Table of depreciation under Article D. § 4 Part 2**

|  |  |
| --- | --- |
| **Device Age** | **Maximum Indemnity****(from the original price before subsidy)** |
| **epic Mobile Phone Insurance - 36 μήνες** |
| 0 to 1 month | 100 % |
| 1+ to 3 months | 90 % |
| 3+ to 6 months | 80 % |
| 6+ to 12 months | 60 % |
| 12+ to 18 months | 40 % |
| 18+ to 36 months | 30% |

**§14. Table of Deductible per Claim / demand based on the value of the device**

**at its time of purchase**

|  |
| --- |
| **TABLE OF DEDUCTIBLE PER CLAIM** |
| **Value of device at its time of purchase** | **DEDUCTIBLE** |
| **1st claim / demand** | **From 2nd claim / demand** |
| 0€ to 100€ | 0 € | 10,00 € |
| 100€ to 250€ | 0 € | 25,00 € |
| 250€ to 400€ | 0 € | 35,00 € |
| 400€ to 600€ | 0 € | 60,00 € |
| 600€ to 700€ | 0 € | 70,00 € |
| 700€ to 800€ | 0 € | 80,00 € |
| 800€ to 1.000€ | 0 € | 90,00 € |
| 1000€ to 2000€ | 0 € | 90,00 € |

**STATEMENT OF DATA PROTECTION**

**I. INTRODUCTION**

The Greek branch of the foreign insurance company under the corporate name AWP P&C SA, with registered seat at 10 Premetis, GR-17342, Agios Dimitrios, Attica, (hereinafter referred to as "AWP" or "Company") is responsible for processing your personal data which it receives as part of the issue of this insurance policy or when you apply for insurance or when the insurance risk occurs. At AWP, we recognise and give primary importance to protecting your privacy and personal data.

**II. WHAT PERSONAL DATA DO WE PROCESS?**

The collection and processing of your personal data for the receipt of the insurance product is made by the responsible and authorised employees or associates of our Company and relates to the information you provide to us such as identification and communication details, information regarding the device to be insured, and other items listed in the policy.

**III. WHAT IS THE PURPOSE OF PROCESSING YOUR PERSONAL DATA?**

The Company processes the above personal data for the following purposes:

A. As part of the issue and management of the policy or before its conclusion, in particular:

i. To identify and verify your details;

ii. For communication purposes on issues concerning your dealings with the Company;

iii. To assess the risk under the insurance contract and to determine the general and special terms thereof, as well as the corresponding premium.

iv. To manage the insurance contract throughout its term or after its expiration, including the assessment, control and settlement of the insurance indemnity in the event of occurrence of the insured risk or the payment of the insurance amount (indemnity) as stipulated in the contract. Please note that if we need for that purpose to process your sensitive personal data, your explicit consent will be sought. Failure to provide your consent or the required information, as well as any withdrawal of your consent in the future entitles the Company to terminate your insurance policy with immediate effect, as well as refuse to fulfil any obligation of the company arising from the insurance contract. In any case, we remind you that you have the right to withdraw your consent at any time, without of course prejudice to the legitimacy of the processing based on consent prior to its withdrawal.

B. As part of the Company's compliance with the obligations established by the applicable legal and regulatory framework, in particular regarding the application of the insurance and tax legislation in force.

C. As part of information you receive from the Company about new products and/or services that match your interests and preferences, if you have given explicit consent to that effect, in accordance with the foregoing terms on consent.

**IV. WHO ARE THE RECIPIENTS OF YOUR PERSONAL DATA**

The processing of personal data retained in the Company's records is made solely by natural and legal persons under its control that possess the respective professional qualifications which provide sufficient guarantees in terms of knowledge and personal integrity to maintain confidentiality.

Your data may be transferred to other (re)insurance companies, affiliated companies of the Allianz Partners Group, and to affiliated providers of the Company as part of the lawful operation of the insurance contract, to the extent necessary to serve you better and provide services, such as insurance intermediaries, compensation management companies, emergency transport and second medical opinion companies, file keeping and maintenance companies, customer service providers, lawyers, researchers, experts.

Finally, the Company may disclose your data to the competent public/judicial authorities to the extent required by the applicable legal and regulatory framework, if requested, or if it is required to report such information without prior notice.

**CROSS-BORDER TRANSFER**

The Company may, in the course of its operations and compliance with the provisions of the applicable regulatory framework, transfer/accept personal data to and/or from its subsidiaries, where required.

The above described transmission or linking takes place in accordance with the European legislation on Companies located in countries within the European Union or the local legal framework on other Companies outside the European Union.

The transfer of personal data to countries outside the European Union should only take place if these countries provide an adequate level of protection of personal data. If the third country outside the European Union does not provide an adequate level of protection of personal data, personal data may be transferred to that country only if the data protection is provided by a data transfer agreement which ensures an adequate level of protection or the conditions explicitly provided for by the European and national legislation are met (e.g. the data subject, to whom the data refer, have explicitly consented to the transmission).

**VI. DURATION OF DATA RETENTION**

Your personal data processed by the Company are compulsorily retained throughout the period required by the processing purpose, i.e. for at least a period equal to the term of the insurance product you have purchased. Upon expiration of that period, the data are retained in accordance with the applicable institutional framework for the period of time prescribed by the termination of the business relationship or for as long as it is required to defend the Company's rights before a Court or other competent Authority. The Company has established and implements a personal data destruction procedure that is applied after it is considered that it is not necessary to maintain the file for compliance with legal and regulatory requirements or for the protection of the Company's interests and is based on the guidelines of the Hellenic Data Protection Authority (1/2005 HDPA). The Company shall ensure that the above process of destruction of files containing personal data also binds third parties providing services in the name and on behalf of the Company and any other persons with whom it cooperates as part of outsourcing or other agreements.

**VII. OUR COMMITMENTS**

We undertake to keep your data up-to-date and accurate, to store and delete them safely, not to collect or retain data that we do not need, to protect your data from loss, misuse, unauthorised access or disclosure, and ensure in general that appropriate technical and organisational measures are in place to protect them.

**VΙIΙ. YOUR RIGHTS**

You have the right to access, i.e. the right to be informed, at your request about whether your personal data are being processed or not and to receive a copy and further information about the processing carried out. In addition, you have the right to request the rectification of your personal data if they are inaccurate or incomplete, and, subject to the statutory conditions, exercise the right of erasure, the right to restrict the processing, the right to portability of your data, and the right to object to their processing. In the event of automated individual decision-making, you have the right (a) to be specifically informed about such processing, (b) to know the reason of the related decision, (c) to formulate an opinion, and (d) to challenge the decision.

For any request relating to the processing of your data, please contact the Company's Data Protection Officer as soon as possible by sending an e-mail at dpo@allianz-assistance.gr with subject GDPR, or by sending a relevant letter, marked "GDPR" to AWP P&C SA, 10 Premetis Street, GR-17342, Agios Dimitrios, Attica. The exercise of the rights is free of charge, unless the request is repeated frequently and, because of the volume, entails for the Company management fees.

If you believe that your privacy is affected in any way, you can appeal to the Hellenic Data Protection Authority by using the following contact details:

Website: [www.dpa.gr](http://www.dpa.gr/)

Postal address: 1-3, Kifissias Avenue, GR-11523 Athens

Switchboard: +30 210 6475600 Fax: +30 210 6475628 E-mail: contact@dpa.gr