

## epic Mobile Phone Insurance – 1 year

### ARTICLE I. GENERAL TERMS AND CONDITIONS

- BENEFICIARY/INSURED PERSON/POLICY HOLDER:** The owner/holder of the covered mobile phone device, who can claim under the terms of this insurance policy.
- COVERED/INSURED DEVICE:** Covered device shall be considered a new mobile phone (hereinafter "device") acquired by means of purchase for private use from any epic store in Cyprus.
- INSURER/INSURANCE COMPANY:** The Insurance Company "AWP P&C S.A." (hereinafter referred to as "insurers" or "insurer"), legally operating in Greece, with its branch in Greece, Tax Registration No 098118029, Piraeus Tax Office for the Taxation of Sociétés Anonymes, with registered office in Agios Dimitrios, Attica, 10 Premetis Street, GR-17342, Tel: +357 22554920, fax: +357 22554921.
- INSURANCE POLICY:** The present insurance policy that defines, describes and ensures the individual details of the insurance contract. **This policy may be purchased only simultaneously with the purchase of the device.**
- VALIDITY AND DURATION OF THE POLICY:** The insurance terms hereof shall apply only to the **epic Mobile Phone Insurance – 1 Year** insurance policy. The lifetime of this policy shall be one year from the date of its issue subject to payment of the premiums.
- EXPIRATION OF THE INSURANCE POLICY:** Termination occurs automatically as follows:
  - At the end of the term of the insurance policy, i.e. one (1) year.
  - In the event of payment of compensation, as defined and referred to in Article D § 2, point 2, without the right of proportionate refund of premiums.
- GEOGRAPHICAL AREA OF COVER:** The policy covers beneficiaries for events that occurred within Cyprus.

### ARTICLE II. SPECIAL TERMS AND CONDITIONS

#### COVERED RISKS AND DAMAGES

The Insurer provides for the aforementioned insurance policy coverage of repair/restoration costs including management fees, spare parts and labour in the event of accidental damage of the covered device, provided that in this case the customer has not deliberately caused the damage or demonstrated inappropriate handling or mishandling or negligence, as a result of:

- Accidental Fall** caused by an accidental and external cause resulting in the **breakage or malfunction** of the insured device and, thus, any damage resulting from inherent defect of the device or caused by wear and tear shall be excluded.
- Contact with water or moisture,**
- Damage to the original battery** that was provided by the manufacturer together with the device, as a result of use. Coverage is provided only if the battery is 100% incapable of recharging and the original manufacturer's warranty has expired.

**PLEASE NOTE:** Devices are insured **solely** where the information contained therein, such as manufacturer, model & serial number (S/N) and customer name, are listed on the epic subscriber's contract clearly indicating the product code and S/N in the relevant field on the device or on the packaging thereof.

### ARTICLE III. GENERAL EXCLUSIONS

#### EXCLUSIONS FROM THE INSURANCE COVERAGE

The covered risks shall not include the following cases:

- malfunctions, defects, scratches or damage that do not affect the usability or operation of the device
- events that were not given the necessary due care in order to avoid or restrict the extent of the claim or damage on which the claim will be raised under this policy. Due care means the proper fulfillment of all steps of safeguarding, care, and protection required by the proper due care demonstrated by a person who, under the same or similar circumstances, would have taken to protect a product from any resulting damage;

- claims resulting from loss of the use of the device, as well as from subsequent damage caused by theft or attempted theft;
- repairs outside Cyprus;
- any cost, where no damage or malfunction to the device can be detected;
- any damage or malfunction that does not affect the normal operation of the device or 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;
- any device that had been recalled by the manufacturer, importer or distributor due to reported or known flaws;
- any loss or damage as a result of the software, electronic viruses, loss of data or information, accessories and components of accessories, external data storage discs, after market installations, conversions and enhancements, any kind of data input components, tiller handle or other external controls, components, external parts or other additional supplementary parts unless they were included in the original packaging with the device and covered by the manufacturer's warranty until its expiration.
- 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;
- any damage occurred as a result of programming, settings, repairs, reconstructions, modifications or cleaning of the device;
- any damage that does not reduce the functionality of the device (scratches, dents, deformations, finishing, decorative items, etc.) or is not caused by friction, scratching or that requires compensation for latches, cups, enclosures, if they do not reduce the normal usability of the device;
- any damage to separately purchased components for use on the insured device or accessories purchased separately;
- any costs to withdraw the damaged device;
- any case falling under the responsibility of the manufacturer or a third party
- where only payment for replacement or restoration is required (such as lamps, batteries, etc.);
- 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;
- any case originating by using accessories or spare parts not approved by the manufacturer;
- 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;
- any case originating from withholding, seizure and any action or decision of destruction by the authorities, including customs authorities;
- any case originating from external cause (such as small or major 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;
- 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;
- 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.
- Devices where the serial number (S/N) and the product code or IMEI has been removed, destroyed, considered defective or unreadable.
- where the occurrence of the insured event is due to wilful misconduct or gross negligence, the insurer shall be discharged from the insurance compensation obligation.

### ARTICLE IV. RESTRICTIONS

#### § 1 Obligations of the insured customer (Insurance burden) in the event of occurrence of an insured event

- In the event of occurrence of an insured event, the insured person must present the damaged device together with the purchase receipt or invoice of the insured device and the insurance policy at any store of epic's own network of stores (excluding Partner Stores) within eight (8) days of becoming aware of the

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occurrence/event. Thereafter, the store will handle coverage to which the customer is entitled under this insurance policy.

2. If the insured person is outside Cyprus and unable to present the damaged device within the above time limit, he or she is obliged to notify the Insurer, within eight (8) days of becoming aware of the occurrence, of the event by official notice by means of a letter or Statement of occurrence of insured event, legally signed, and upon returning to Cyprus follow the procedure described above. The Insured Event entails an obligation on the Insurer to examine and satisfy the Insurance Claim upon return of the Insured Person/Beneficiary and the Covered Device to Cyprus.
3. The customer must follow the instructions of the insurers and of the store (for example: filling in the Statement/Application of occurrence of insured event, etc.) and make every effort necessary to minimise the damage.
4. The store will receive approval for repairs from the Insurer on the customer's behalf.

### **§ 2 Insurer's Obligations for Compensation**

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 IV § 12 by replacing the device that cannot be repaired with another device of the same product category and with the same features or by issuing a "voucher for the purchase of a new device of the same product category" which may be redeemed at any store of epic's own network. The choice between the replacement or the issue of the voucher will be made at the Insurer's discretion. **PLEASE NOTE:** Pursuant 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 premiums will be charged based on those which apply on the day of issue of the insurance policy. The premiums are payable immediately and paid simultaneously upon the issue of the policy. 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 Cancel & Object**

If for any reason the policyholder does not wish to take out the insurance, he or she has a Right to Cancel the insurance Contract within 14 calendar days from the day of receiving the contractual terms and the policy. Furthermore, the contracting party has the right to object to the conclusion of the contract for specific reasons, as defined in the attached form of Objection, within 30 days from the issuance of the policy thereof. Timely mailing of the aforementioned statements by registered letter to the Insurer's address is sufficient proof for the cancellation of the policy. In the event of exercising the above rights, any premiums paid shall be refunded within thirty (30) calendar days of receipt of the statements by the Company. The right to cancel or object cannot be exercised where an insurance risk covered by the contract has occurred 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 compensation shall be paid and the Beneficiary of the compensation must return to the Insurer any compensation given. The Insurer is not obliged to refund premiums.

### **§ 6 Transfer Ownership of the insured device**

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**

If the insured device has been insured against the same risks with more insurers (multiple insurance), the policyholder or the insured person is prohibited from making more than one (1) claim and/or request for compensation for the same issue. If the policyholder or the insured person claims coverage and/or compensation from more than one Insurer and/or a third party Insurer for the same device, the Insurer is released from its obligation to pay the compensation and/or the compensation will be limited only to the extent that it is not covered by the previous and/or a third party insurance.

### **§ 8 Complaints**

The Insurer shall make every effort to ensure that the Insured Person will be receiving a high level of service. In the event where the Insured Person has any complaint concerning this insurance policy and/or the services provided by the Insurer, the Insured Person may contact the Insurer at the contact details listed in Article A.3. hereof or by sending an e-mail at [quality@mondial-assistance.gr](mailto:quality@mondial-assistance.gr) to the Insurer's Quality department or the competent Consumer Authority or the competent Supervisory Body of the Insurer.

### **§ 9 Amendments to the Insurance Policy**

Any amendments to the policy must be confirmed in writing by the Insurer. Any oral confirmation or additional agreement made in any way shall be deemed invalid.

### **§ 10 Final Provisions**

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

### **§ 11 Limitation Period**

Claims arising out of the insurance contract are time-barred based on the limitation period specified in the applicable laws of Cyprus at the time the claim is submitted.

### **§ 12 Table of depreciation under Article IV. § 2 Part 2**

Device Age	Maximum Compensation (from the original price before subsidy)
<b>epic Operator Mobile Phone Insurance – 18 months</b>	
0 to 1 months	100%
1+ to 3 months	90 %
3+ to 6 months	80 %
6+ to 12 months	60 %

## 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 compensation in the event of occurrence of the insured risk or the payment of the insurance amount (compensation) 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 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 HDP A). 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.

### VIII. 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](mailto: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](mailto:contact@dpa.gr)