

Introduction

This Group Insurance Contract ('Contract') is concluded between Epic Communications Limited, a Maltese Limited Liability Company registered at SkyParks Business Centre, Malta International Airport, Luqa LQA 4000, Malta (Company Registration Number: C10865) ('Policyholder' or 'Epic') and Oney Insurance (PCC) Limited of 171, Old Bakery Street, Valletta VLT 1455, Malta (Company Registration Number: C53202) a cell company authorised under the Insurance Business Act, 1998 to carry on general insurance business and is regulated by the Malta Financial Services Authority as the Insurer ('Insurer' or 'Oney'), to which you or your business are a member as an Insured ('You').

The policy is managed by Bolttech Europe Agency GmbH, a private limited liability company incorporated in Germany with company registration number HRB 165518 B with registered address at Kurfürstendamm 194, 10707 Berlin, Germany, and authorised as insurance intermediary by the Chamber of Commerce and Industry of Berlin (IHK Berlin), operating in Malta through the freedom of services agreement of the European Union ("Agent" or "bolttech").

Important Information

We have not provided You with a personal recommendation as to whether this product is suitable for Your needs so You must decide Yourself whether it is suitable or not. You have made a reasoned decision based on the information made available to You.

This policy meets the demands and needs of those who wish to insure their device against accidental and liquid damage. Please be aware that if You do not comply with the policy conditions this may result in this policy being invalidated or affect the amount We pay to You in the event of a claim.

Protecting Your Insured Device

You must take all reasonable precautions to protect Your Insured Device against accidental damage, malicious damage and theft and act as if your Device were not insured.

General Conditions of Insurance ('General Conditions')

Section 1: Definitions

The following words when used with capital letters in Your Policy or the Certificate Schedule have the meaning given below:

Accident: A sudden, unforeseeable, inevitable event external to the Insured and the Insured Device, that is the exclusive cause of the Accidental Damage suffered by the Insured Device.

Accidental Damage: Total or partial destruction or deterioration, externally visible, which impedes the correct functioning of the Insured Device and that is the result of an Accident.

Agent: Bolttech Europe Agency GmbH is a private limited liability company incorporated in Germany with company registration number HRB 165518 B with registered address at Kurfürstendamm 194, 10707 Berlin, Germany and authorised as insurance intermediary by the Chamber of Commerce and Industry of Berlin (IHK Berlin) under no. D-34IG-YMWJ7-22, operating in Malta through the freedom of services agreement of the European Union and responsible for the management of Claims under the Group Insurance Policy.

Breakdown: The breaking or burning out of any part of Insured Device whilst in ordinary use arising from internal electronic, electrical or mechanical defects in the Insured Device and which causes a sudden stoppage to Your ability to use Your Insured Device in the way intended by the manufacturer of the Insured Device.

Credit Settlement: In case of destruction or damage beyond economical repair of the Insured Device, the Insurer shall provide You

with a credit settlement in Your Epic account amounting to the price of the same model of the Insured Device as displayed in Epic's website <https://www.epic.com.mt/> at the time the claim is approved. In case the same model of the Insured Device is not available in Epic's website, You will receive a credit settlement equal to the Purchase Price of the Insured Device.

Certificate Schedule: The document provided to You electronically following the purchase of this Policy by You which includes the details of the Insured Device, Your period of insurance, the limits of liability under this Policy and the Excess payable. A separate Certificate Schedule is issued for each Insured Device.

Claim: Any situation that activates the cover detailed in this insurance policy.

Cooling Off Period: means the 14 working days from the policy start date of this insurance shown in your Certificate Schedule or within 14 working days of receiving your policy, whichever is the later.

Electronic Data: Any facts, concepts and information and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Excess: The amount that, in the event of a Claim, shall be borne by the Insured, corresponding to an amount dependant to the selling price of the Insured Device.

Failure: Damage that impedes the proper functioning of the Insured Device caused either by an internal electrical, electronic, electromechanical or mechanical phenomenon or by the use and wear and tear of the Insured Device.

Group Insurance Policy: means the group insurance policy issued by the Insurer to the Policyholder;

Insurer: Oney Insurance (PCC) Limited, the entity undersigning the Group Insurance Policy with the Policyholder. The Insurer with a company registration Number C53202 is a protected cell company, authorised and regulated by the Malta Financial Services Authority to carry on General Insurance business. Its registered Office is at 171 Old Bakery Street, Valletta, VLT 1455, Malta.

IMEI: means the International Mobile Equipment Identity number which is the unique identification number that will be used to identify Your Insured Device.

Insured: The single adult, min, 18 years of age and with habitual residence in Malta or the Micro enterprise with registered address in Malta, who took out the insurance and whose name appears in the Certificate Schedule that has been duly formalised.

Insured Device: Any smartphone, tablet, smartwatch or wireless earbuds/Airpods purchased through Epic Malta, that must be in good working condition (displaying virtually and technically no imperfections) prior to taking out this insurance policy, and that will be covered under it.

Liquid Damage: Any externally visible damage, destruction and Oxidation caused directly by contact with water or another liquid of the Insured Device that prevents it from working properly and is the result of a sudden and unforeseeable Accident suffered by You and the Insured Device.

Micro enterprise: An enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million as per Commission Recommendation 2003/361/EC.

Natural catastrophe: Special intensity caused by a natural agent (e.g., flood, landslides, mudflows, drought, earthquakes, etc.).

Normal use and wear and tear: The progressive deterioration of the Insured Device or by one or more of its components and a result of normal use of the same.

Oxidation: The deposit of oxide following contact with water or another liquid element, such as accidental humidity.

Policyholder: Epic Communications Limited, a Maltese Limited Liability Company registered at SkyParks Business Centre, Malta International Airport, Luqa LQA 4000, Malta (Company Registration Number: C10865), which is taking out the Group Insurance Policy on behalf of the Insured.

Premium: The price of the insurance which shall be paid by the Insured.

Proof of Purchase: An original receipt and any other documentation required by Us to prove Your Insured Device was purchased through Epic Malta and which is owned by You, including the date of purchase, make, model, serial and/or IMEI number of Your Device, where applicable.

Purchase Price: Refers to the amount at which the Insured Device was purchased by You from Epic Communications Limited.

Sim card: The card that is sold separately or included in the prepaid product (top-up sim) or with a contract from the telecommunications operators used so the Insured Device can function.

Territory: Republic of Malta.

You/Your: Means the Insured who is named in the Certificate Schedule.

Section 2: Insurance coverage

1. What is the eligibility for cover?

You can only purchase this insurance cover if:

- (i) You are a natural person min. 18 years of age with habitual residence in Malta or you are representing a Micro enterprise with registered address in Malta;
- (ii) You take out the insurance cover at the same time as you purchase the **Insured Device** from EPIC;
- (iii) The Insured Device is purchased as new at a price up to EUR 3,000 (including VAT).

The Insured Device is the one whose serial number or IMEI is registered at the time of insurance subscription and will be displayed on your Certificate Schedule. If the serial number or IMEI is not known at the time of insurance subscription, You will receive an email with a link requesting that You register Your Device for insurance coverage.

2. Which risks are covered by Epic Device Insurance?

With **Epic Device Insurance** You are covered against Accidental and Liquid Damage due to a sudden or unforeseeable external event (such as dropping, falling down, fire, contact with liquids) such that it can no longer be properly used.

The Insured Device is covered in the Territory and for travel outside the Territory up to sixty (60) days subject to any rules on international sanctions (please refer to Section 3, point 8). The Insurance Device must be made available by the Insured in Malta for inspection by a service authorized by the Insurer and for assessment of coverage and compensation.

3. How many claims are allowed and what are the Excess fee?

The number of Claims is limited to two (2) per twelve (12) consecutive months, regardless of the type of Claim (e.g. breakage, liquid damage). The twelve (12) consecutive months start counting on effective date shown in your Certificate Schedule.

The amount of Excess fee is based on the selling price (excluding discounts, promotional offers and subsidies) as per the following:

Value Category of the Insured Device (€)		Excess Fee (€)
From	To	
1.00	249.99	25.00
250.00	499.99	50.00
500.00	749.99	75.00
750.00	999.99	100.00
1,000.00	1,499.99	150.00
1,500.00	1,999.99	200.00
2,000.00	2,499.99	250.00
2,500.00	3,000.00	300.00

4. When does insurance coverage begin and how can it be cancelled?

The insurance is taken out for a period of twenty-four (24) months from 00:00 hours on the effective date shown in your Certificate Schedule. At the end of this period and at the end of each twelve (12) month period thereafter, the Agent will write to You to explain that Your insurance cover will automatically continue for successive periods of twelve (12) months, unless either You have been provided with a least sixty (60) consecutive days written notice by the Agent, or You provide to the Agent not less than thirty (30) consecutive days written notice that You wish to cancel your insurance. Your insurance cover will automatically end after the total period (including all consecutive periods) of sixty (60) months from the effective date shown on your Certificate Schedule.

You will only be charged for Premium in the second month following the start month of Your policy.

You have the right to withdraw from your insurance cover during a period of fourteen (14) working days after purchasing your insurance cover ("Cooling Off Period"). This right can be exercised free of charge. Your withdrawal notice must be provided by using one of the contact details provided below and will be satisfied if it is received within the Cooling Off Period. You will be provided with a full refund of Your Premium unless you have already made a claim, in which case an amount equivalent to the cost of the settled claim may be deducted from the refund and in case such an amount exceeds the outstanding amount of the Premium refund due, any Excess may be retained by the Agent.

You may cancel the coverage at any time by providing written notice to the Policyholder or the Agent using the contact details below. Cancellation will take effect at the end of the monthly period. To cancel Your coverage please contact us by letter or phone at 00356 20999900 or go to your next Epic store.

Your Policy may be cancelled in case that You have not paid your Premium in accordance with point 5 of this Section.

We will terminate your Policy if a Credit Settlement is made in Epic Your account following an acceptance of the claim by Us, in accordance with Section 3 point 12 of this Policy.

5. What is the amount of the insurance premium and how can I pay it?

The amount of the Premium to be paid is based on the selling price (excluding discounts, promotional offers and subsidies) is as follows:

Value category of Insured Device (€)		Premium per month incl. IPT (€)
From	To	
1.00	249.99	€ 3.99
250.00	499.99	€ 4.99
500.00	749.99	€ 6.99
750.00	999.99	€ 9.99
1,000.00	1,499.99	€ 12.99
1,500.00	1,999.99	€ 17.99
2,000.00	2,499.99	€ 20.99
2,500.00	3,000.00	€ 23.99

The insurance premium is shown on Your Certificate Schedule. The insurance premium is charged together with Your monthly mobile service bill via debit/credit card.

To benefit from the insurance coverage the Premium must have been paid in full.

Section 3: Insurance benefits and exclusions

6. Who may benefit from this insurance?

The Insured, an individual, aged eighteen (18) years of age or over and has his habitual residence in Malta or the micro enterprise with its registered address in Malta subscribing to this contract who is the owner of the Insured Device purchased at Epic up to a maximum value of three thousand euros (€ 3,000.00) shall benefit from this Group Insurance Policy.

If You transfer the ownership of the Insured Device to a third party, the

cover under this contract is not transferrable. If You sell or give Your Insured Device to a third party, the coverage shall be cancelled subject to the cancellation terms included in this Terms and Conditions. In this case You are required to inform Epic so that such information is updated accordingly.

7. What are the insurance benefits of Epic Device Insurance?

In the event of an insured Claim We will repair Your Insured Device. In case the Insured Device cannot be repaired or is beyond economic repair, the Claim will be settled via Credit Settlement in accordance with the procedure set out in Section 12.

8. What is not covered by the insurance?

We will **not** cover the following:

- **Any Claim for an Insured Device not owned by You;**
- **Claims resulting from loss of Your Insured Device;**
- **Claims resulting from events that took place before the insurance came into effect;**
- **Damage or deformation of the frame or external parts of the Insured Device (e.g. scuffs, scratches and chipping), if functionality is not affected (including cracks on the back or front of the device without impact on use);**
- **Damage caused by Normal wear and tear (including decreased battery performance) or Oxidation;**
- **Software damage (e.g. due to viruses);**
- **Electronic Data: Any consequence, howsoever caused, including but not limited to virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.**
- **Damages resulting from premeditated action or gross negligence (e.g. failure to comply with the manufacturer's instructions for use);**
- **Any loss, damage or liability where Your Insured Device is not fitted with an active functioning SIM or where Your network provider cannot verify that Your Insured Device has been in use since policy inception and up to the event giving rise to the Claim.**
- **Claims filed for an Insured Device You are unable to provide Us with;**
- **Damage following repair, maintenance, refurbishment, or cleaning;**
- **Damages due to warlike or terrorist events and unrest of all types as well as measures taken to counter them, and due to natural catastrophes or following confiscation by the authorities;**
- **We shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Luxembourg, Sweden, or the United States of America.**

9. Other Insurance

If at the time of a valid Claim under this contract there is another insurance policy in force which covers You for the same event, We may seek a recovery of some or all of Our costs from the other insurer. You must give Us any help we may reasonably need to assist Us with our loss recoveries. In the event of a Claim, You may be asked to provide details of any other contract, guarantee, warranty or insurance that may apply to Your Insured Device.

Section 4: Obligations in case of a Claim

10. How to make a claim for Accidental Damage or Liquid Damage

If You need to make a claim You must contact the Agent immediately and no later than five (5) working days after the Accidental Damage or Liquid Damage is discovered, using the following contact details: either online at <https://epicdeviceinsurance.boltech.eu>, by email using support.epicdeviceinsurance@boltech.eu or by telephone at 00356 20999900.

As a first step, the Agent will attempt to resolve Your problem by

troubleshooting.

If the Agent cannot solve Your problem by troubleshooting, the Agent will confirm the details of Your valid insurance and the circumstances of the claim. The Agent may require proof of purchase of the Insured Device. The Agent will endeavour to make a decision about Your claim at that time. If the Agent requires additional information, the Agent will notify You accordingly.

You are required to assist the Agent in the investigation of Your claim and upon request provide the Agent with any relevant documents and/or information the Agent may request. Failure to do so may affect Your ability to make a claim under this insurance cover.

The Agent will provide You with updates of any developments affecting the outcome of Your claim within 10 (ten) business days. If Your claim is refused, the Agent will provide You the reason for the decision in writing and the details for appealing.

11. Payment of the Excess

Before Your claim can be approved You must pay the Excess stated in the Certificate Schedule to the Agent using a payment card at the time the claim is made.

12. How the Agent will manage a claim for Accidental Damage or Liquid Damage

The Agent will make the necessary arrangements to ensure that the Insured Device can be repaired. You will then be able to use one of our walk in Repair Facilities.

If You decide to use a Repair Facility in Your area, the Agent will inform You of its location and provide You with the necessary information to facilitate the repair. If the fault is covered by this insurance, The Agent will settle the cost of the repair directly, wherever possible, otherwise the Agent will reimburse You for any costs incurred which are covered under Your insurance.

You must ensure that all access restrictions on the Insured Device (e.g., pin, passwords, Find My iPhone) have been removed, as far as practicable. If the fault is covered by this insurance, the Agent will repair the Insured Device. Repair will take a maximum of 7 (seven) business days subject to all parts being available. When parts are not available, the device will be awaiting repair or work in progress for a maximum (ten) of 10 business days from the repair being received at the repair depot. At the time of Your claim the Agent will let You know if the Agent thinks that the repair will take more than this time. If the Agent cannot repair the Insured Device, the Agent will provide a Credit Settlement in accordance with Section 12. In such cases the original Insured Device will become property of the Agent and will not be returned to You.

If the Agent determines that the damage that has occurred does not correspond to the damage claimed or if it cannot access the device due to a password or other access restrictions, the Insured Device will be returned to You unrepaired or destroyed at Your request.

13. Credit Settlement in Your Epic Account

If Your claim is approved, and the Agent has determined that the Insured Device cannot be repaired or is beyond economic repair, we will proceed with a credit settlement amounting to the price of the same model of the Insured Device as displayed in Epic's website <https://www.epic.com.mt/> at the time the claim is approved. In case the same model of the Insured Device is not available on Epic's website, You will receive a credit settlement amounting to the Purchase Price of the Insured Device.

14. Warranty of Our Repairs

You must check on receipt of the repaired device that it is fully functional. Please inform the Agent immediately if the device still has a fault, and the Agent may ask You to get in contact with the same Repair Facility or Repair Depot that carried out the initial repair.

15. Responsibility for Your Data and Apps

The Agent is not responsible for the storage of any of Your data, including personal data stored on the Insured Device during the repair. The Agent recommends that You make a backup copy of Your personal data and Your apps before taking or sending the Insured Device to the Repair Facility or the Repair Depot.

16. What are the consequences of violation of My obligations?

In the event of a breach of the aforementioned obligations, coverage may be refused or reduced, unless the breach can be regarded as a breach through no fault of your own according to the circumstances of the case. Therefore, the repair of damaged Insured Device or the Credit Settlement may be refused.

Furthermore, in the event of non-fulfilment of the aforementioned obligations or parts thereof, We are entitled either to reimburse the damage incurred and charge the settlement costs incurred (e.g. by

retention of the Excess) or to charge you the entire settlement costs.

Section 4: General information

17. How can I file a complaint?

Together with the Agent, We are strongly committed to providing excellent service to all of our customers. Professionalism, integrity, and customer satisfaction are part of the main core values of the company.

Whilst our focus is to provide quality services to all our policyholders, We also acknowledge the fact that on certain occasions Our customers may be dissatisfied with matters relating to the services We have provided. We, therefore, recognise the right that each policyholder has on expressing the disservice one may feel and consequently raise a complaint with Us, free of charge, to enable Us to evaluate further and understand our customer's needs.

On behalf of the Insurer, the Agent will handle all complaints. They are committed to providing You with the best quality of service. You can contact them on:

- Phone: 00356 20999900
- E-mail: complaints.epicdeviceinsurance@boltech.eu

The Agent undertakes to acknowledge receipt of the complaint within two (2) working days and, in any case, to respond to the complaint within a maximum period of fifteen (15) working days from the date of receipt. If the answer is not satisfactory to You, You can write Us, (mentioning the references of the case in question and attaching a copy of any supporting documents) by communicating with our CSR & Customer Satisfaction Manager in writing at complaints@oney.com.mt. Our aim is to resolve such complaints fairly within a time frame of fifteen (15) working days from the date of receipt of Your complaint. In the unlikely event that We are unable to conclude within this time period, We will write to You explaining why.

If We are not able to provide a final response within fifteen (15) working days, and You are not satisfied with Our explanation as to why We require a longer time, or You are dissatisfied with Our final response then You (individuals and Micro enterprises) can take the case further to the Financial Services Arbitrator (Office of the Arbitrator for Financial Services, N/S in Regional Road Msida MSD 1920, Malta, telephone 8007 2366 or 21249245 or complaint.info@financialarbitrator.org.mt). Referral to the Office of the Arbitrator for Financial Services must be made within two years of the date that the complaint arose.

Referral to the Arbitration bodies does not affect Your right to take legal action against Us.

18. How will my personal data be processed?

Oney Insurance (PCC) Limited is the controller ('Data Controller') of personal data collected from or about You under the terms of the Maltese Data Protection Legislation and the General Data Protection Regulation (GDPR).

For the execution of the insurance contract the Data Controller and their partners ('Processors') need to process the personal data of the Policyholder and the Insured. If a prospective Insured wishes to join the Group Insurance Policy, such person needs to accept the data processing described in this clause.

Purpose of collection

The Data Controller collects information about the Policyholder and the Insured to process it for the following purposes: quotations, underwriting and administering the insurance proposal and policy, handling and settling of Claims, detecting, preventing or investigating fraud. The Data Controller also has legal obligations to process data for purposes such as report suspected crime to law enforcement agencies. The Data Controller may also process the data for the purpose of product research and development and statistical analysis.

All the above-mentioned processing activities may also be carried out by a Processor appointed by the Data Controller.

Recipients and processing

The Data Controller may collect and disclose the Policyholder' and the Insured's information from/to other parties, business partners or organisations, such as:

- The Policyholder and the Agent, with whom personal data can be exchanged mainly for the purposes of insurance distribution, policy underwriting and administration and claims handling;
- Services providers (actuaries, lawyers, archiving companies, debt management companies, repair services providers), with whom personal data can be exchanged for the purposes of providing ancillary services to the policy management, distribution and claims handling;
- any other Third Party legally entitled to communicate personal data to the Data Controller in relation with the policy management, distribution and Claims handling, appointed experts by court or the Policyholder/Insured together with the Commissioner of Police and any kind or any person, body or authority authorised by law to disclose and receive personal data.

Insured's rights

The Insured has the right to access, correct their inaccurate personal data, to erase their personal data in certain circumstances, and the right to receive in a structured, commonly used and machine-readable format of the personal data they provided to the Data Controller for onward transmission to another entity without hindrance from the Data Controller.

Please note, however, that certain personal data may be exempt from such access, correction, objection and erasure requests pursuant to applicable data protection laws or other laws and regulations.

The Insured also have the right to object at any time to the processing of your Personal Information.

If the Insured wants to ask to exercise any of their rights, he/she would need to write to the Data Protection Officer at the following address: The Data Protection Officer, Oney Insurance (PCC) Limited, 171, Old Bakery Street, Valletta, Malta, email: dpo@oney.com.mt. A request will be dealt with as soon as possible and will not take more than thirty (30) days to process.

The Insured can file for a complaint with the competent data protection supervisory authority (i.e. the Office of the Information and Data Protection Commissioner by following this link: <https://idpc.org.mt/file-a-complaint/>;

If the Insured wishes to view the full the Data Controller's Data Protection and Privacy statement, which explains how they use their data and which changes from time to time, please visit: <https://www.oneyinsurance.com/legal/data-protection>.

The Data Controller is obliged to retain the Policyholder's and the Insured' records for a maximum period of ten (10) years from the date the insurance relationship ends. The Data Controller will not retain such data for longer than necessary and will hold it only for the purposes for which it was obtained.

If the Insured considers that the processing of their personal data by the Data Controller is not in compliance with the provisions of the Maltese and (Local Law) Data Protection Legislation and the GDPR, they may lodge a complaint with the Office of the Information and Data Protection Commissioner, Level 2, Airways House, High Street, Sliema SLM 1549, Malta which will investigate their allegations independently.

19. Can the General Conditions be modified?

These General Conditions and the Premium may be modified only once a year. If applicable, Epic will inform You of the planned changes and indicate the date on which they will be effective (date of change). In case of disagreement, You have a period of sixty (60) days to cancel Your policy. If You do not object to the proposed changes during the objection period, the change in the General Conditions or Premium takes effect on the date of change.

20. Applicable law and jurisdiction

These General Conditions and the Contract are governed by Maltese law. All disputes arising in connection with these General Conditions and more generally in connection with Your adherence to the Contract fall within the jurisdiction of the Maltese courts.

21. Protection and Compensation Fund Regulations, 2003

Under the Protection and Compensation Fund Regulations 2003, should We be unable to meet Your liabilities, compensation may be

available.

Further information may be obtained by visiting the Malta Financial Services Authority website: www.mfsa.com.mt

22. Maximum amount payable per Claim

The maximum amount payable per Claim is as per stated on Your Certificate of Schedule.

23. Fraud

If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by You or anyone acting on Your behalf to obtain benefit under this insurance, Your right to any benefit under this insurance will end, these Terms and Conditions will be cancelled and legal action to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim maybe initiated.

You must truthfully answer any request for information We or the Agent make if You join the insurance cover under these Terms and Conditions or make a request to change Your insurance cover. If any untrue or misleading factual claim You make may affect the validity of Your insurance, any benefits previously provided by Us to You and the possibility of making any further claims.

24. Commission

When the Policyholder sells you a policy, the Policyholder and the Agent receive commission from the insurer which is a percentage of the total premium.

25. Electronic format

You have been provided these Terms and Conditions in an electronic format. At any given time, You may choose to receive these Terms and Conditions in a physical format, contacting us at email contact.epicdeviceinsurance@bolttech.eu or phone at 00356 20999900.