

SmartCare Insurance

Policy Terms and Conditions

Valid from 2024.08.13

1. INTRODUCTION

- 1.1. The **Policy** that covers **You** for repair or replacement of **Your Product** in the event of **Accidental Damage** or **Theft** is subject to these **Terms and Conditions**.
- 1.2. Please note that the **Policy** does not cover **Mechanical/Electrical Breakdown** of **Your Product**. Such **Mechanical/Electrical Breakdown** failures may be covered separately under consumer law, **Apple Limited Warranty** or **Extended Warranty**.
- 1.3. These **Terms and Conditions** together with the **Policy** set out **Your** insurance cover. Please note the following:
 - 1.3.1. This is a contract of insurance between **You**, the **Retailer** named on the **Policy**, and **Us**, Insurance Company.
 - 1.3.2. Please check **whether** the information that **You** provided is displayed correctly in the **Policy** and conditions of insurance cover meets **Your** demands. If it doesn't, please contact the **Retailer** or the **Administrator**.
 - 1.3.3. Please read these terms and conditions carefully, in conjunction with the **Policy**, and make sure **You** understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the **Policy** becoming void.
 - 1.3.4. Please note that as in Section MISINFORMATION, **You** have an obligation to provide **Us** with any facts which may be relevant to this **Policy**.

2. DEFINITIONS

- 2.1. The following words or phrases detailed below have the following meaning wherever they appear in the policy **in bold**.
- 2.2. **Accidental Damage** - a sudden and unforeseen physical damage caused to **Your Product** by impact, fire or liquid which was not deliberately caused by **You** or any other person. The damage must result in the failure of any component of the **Product** which prevents normal operation, including cracks to the back glass or display screen that affects the visibility of the display and requires repair or replacement before normal operation can be resumed.
- 2.3. **Administrator** – licensed insurance broker company UADBB “Rinkos Insurance Solutions” with its registered office at L. Stuokos-Gucevičiaus st. 7, Vilnius.
- 2.4. **Apple Limited Warranty** – the voluntary manufacturer's warranty provided by Apple to purchasers or lessees of the **Product**, which provides benefits that are in addition to rights provided by consumer law.
- 2.5. **Beyond Economical Repair** – where repair costs exceed 80% of the recommended retail price of the **Product** or where **We** decide it is not economically viable to perform a repair.
- 2.6. **Consequential Loss** – indirect loss or damage resulting from the event which caused the claim under this policy.
- 2.7. **Deductible** – an amount you must pay detailed on the **Policy** for each **Accidental Damage** and **Theft** claim under this policy.
- 2.8. **Extended Warranty** – is a commercial warranty, which can be purchased for a new or used **Product** in addition to the warranty ensured by the consumer law or **Apple Limited Warranty**.
- 2.9. **Insurance Indemnity** – amount of compensation that **You** are entitled to upon occurrence of the **Insured Event**, which is paid to **You** in a form of repair or replacement of the **Product**.
- 2.10. **Insured – You**. In case of natural person **Insured** also means **Your Family member**, which is mother, father, children till the age of 18 years, spouse or domestic partner who resides with **You** at **Your** home. In case of legal person – **Insured** also means an employee of that legal entity who is the legitimate possessor of the **Product**.
- 2.11. **Labor** – works performed by **Repair Network Labor** to repair **Your Product**.
- 2.12. **Mechanical/ Electrical Breakdown** – the actual mechanical/ electrical failure or breakdown, not caused by **Accidental Damage**, which results in the sudden stoppage of the **Products** normal functions, and which necessitates repair to resume those functions or replacement.
- 2.13. **Parts** – spare parts associated to the repair of **Your Product**.
- 2.14. **Period Of Insurance** – insurance cover commences on the start date as shown on **Your Policy** and ends on the end date shown on **Your Policy** or when the **Policy** is terminated, if the insurance premium is paid on time.
- 2.15. **Product** – the Apple device purchased by **You** as new detailed on the **Policy Certificate** for domestic and business use.
- 2.16. **Policy** – the document confirming the conclusion of **Insurance Contract**.
- 2.17. **Repair Network** – a tradesman that provides repair services for Apple products appointed by the **Administrator**. You can find contacts of Repair Network on the website: <https://smartcare.lt/apie-mus/#aptarnavimo-centrai>.
- 2.18. **Retailer** – the retailer based in Lithuania, Latvia, or Estonia that the **Product** and this **Policy** were purchased from.
- 2.19. **Sum Insured** – sum of money which is equal to retailers recommended price of the **Product** and specified in **Your Policy** which the insurance benefit may not exceed during **Period Of Insurance** notwithstanding number of claims. **Sum Insured** will not be recovered after settling the claim and will be decreased by the sum, equal to **Insurance Indemnity**.
- 2.20. **Territorial Limits** – cover applies Worldwide and is automatically extended to include use of the **Product** anywhere in the world for any trip, subject to any claim for repairs or replacement being carried out in Lithuania, Latvia, or Estonia.
- 2.21. **Theft** – loss of the **Product** due to burglary or robbery. Burglary shall mean theft from premises, vehicles or locked containers by breaking in, i.e., after overcoming obstacles related to the violation of the integrity of things or by using previously stolen keys. Robbery is when the **Product** is taken from **You** by force or threat of physical or psychological force. Definition of **Theft** does not include accidental loss or disappearance of the **Product** due to **Your** negligence, being left (or forgotten) unattended in open areas or if the **Product** is stolen from the premises by entering it through an unlocked door, an unlocked window or in the absence of other obstacles to access the premises, vehicles, or containers.
- 2.22. **We/ Us/ Our/ Insurer** – Fortegra Europe Insurance Company SE with its registered office at Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imaida, Gzira, GZR 1401, Malta. Fortegra Europe Insurance Company SE is authorized under the Insurance Business Act 1998 of the laws of Malta to carry out general business and is regulated by the Malta Financial Services Authority under company registration no. SE 17. The insurer was entered into registry managed and maintained by Lithuanian Central Bank as a foreign insurance company offering cross-border services in Lithuania under the registration No. 213800MSUL116VLGKZ71.
- 2.23. **You/ Your** - the natural or legal person, registered in Lithuania named on the **Policy**.

3. CONCLUSION OF THE INSURANCE CONTRACT

- 3.1. **Your** will to conclude Insurance Contract can be verbally expressed by phone or in customer service offices. These Terms and Conditions together with the **Policy** are a legal contract which shall constitute the entire Insurance Contract between the parties. A written application is not required for concluding Insurance Contract.
- 3.2. This **Policy** may only be taken up within 30 days of purchasing the **Product**, if following a pre inspection, the **Retailer** determines that there is no preexisting damage.
- 3.3. **We** have a right to refuse concluding the Insurance Contract without indicating the reason.

- 3.4. By paying the insurance premium or concluding leasing contract for the purchasing of the **Product**, **You** confirm concluding the Insurance Contract.
- 3.5. The commencement of the Insurance Contract is linked to the payment of the insurance premium, if the insurance premium due date is the same as **Policy** start date. In this case, the Insurance Contract commences and the insurance cover applies from 00:00 of the start day specified in the **Policy** if **You** pay the premium prior to the start date specified in the **Policy**, or from 00:00 following the day of the payment, if **You** pay the insurance premium within 30 days after the start date specified in the **Policy**; the period of the contract shall not be prolonged in such case.
- 3.6. If there is a deferment period of the insurance premium in the **Policy**, the commencement of the Insurance Contract is not linked to the payment of the premium. In this case, the Insurance Contract commences, and the insurance cover applies from 00:00 of the start day specified in the **Policy**. If **You** fail to pay the deferred insurance premium within the time specified in the **Policy**, consequences of non-payment of the insurance premium shall apply as specified in clause 8.5. of these Terms and Conditions.

4. COVER PROVIDED

- 4.1. Subject to these Terms and Conditions **Your Policy** provides cover for **Accidental Damage or Theft** of the **Product** identified on **Your Policy** up to the **Sum Insured** of the **Policy** within the **Territorial Limits** during the **Period of Insurance (Insured Event)**.
- 4.2. If **You** make a valid claim under this **Policy**, **We** will either repair or provide a replacement **Product** up to the **Sum Insured**. No cash benefit will be payable.

5. NOT COVERED

- 5.1. Subject to these Terms and Conditions **Your Policy** does not cover damages resulting from or related to:
 - 5.1.1. **Mechanical / Electrical Breakdown** of the **Product**.
 - 5.1.2. The accidental loss of **Your Product**.
 - 5.1.3. **Theft** of the product if **You** do not submit serial number(s) (IMEI) blocking notification and police report containing information about IMEI/serial numbers, circumstances description and the date of the **Insured event**.
 - 5.1.4. Third-party products or other Apple-branded (other than the **Product** detailed on **Your Policy**) consumables or auxiliary items, any accessories or peripherals that were not part of the original **Product**.
 - 5.1.5. The cost of **Labor** and **Parts** required to repair **Your Product** if the **Labor** and **Parts** are provided free under **Your Products** manufacturer's guarantee.
 - 5.1.6. Where **You** request additional work to be completed or the replacement of any parts that have not failed.
 - 5.1.7. The cost of repair where the **Administrator** has declared the **Product** to be **Beyond Economical Repair** in which case a replacement item will be provided subject to the **Sum Insured**.
 - 5.1.8. Rectifying maladjustment or incorrect configuration or setting of the **Product**, e.g., manufacturer software updates.
 - 5.1.9. Failure to comply with the manufacturer's instructions for the care of the **Product** or to comply with any routine service requirements.
 - 5.1.10. Repairs carried out by persons not authorized by **Us**.
 - 5.1.11. Any claim for **Your Product** where evidence of ownership cannot be provided by providing of valid purchase documents.
 - 5.1.12. Deliberate damage, misuse, or neglect of the **Product**.
 - 5.1.13. Signs of wear and tear and/or usage of the **Product** caused by but not limited to dents, scratches, broken plastic on ports, chips, stains, discoloration, corrosion that do not affect the functionality of the **Product**.
 - 5.1.14. Routine servicing, inspection, maintenance, or cleaning.
 - 5.1.15. Interruption, failure, disconnection, or power surge in the power supply however caused.
 - 5.1.16. Damage to or loss of any software, or recovery and reinstallation of software.
 - 5.1.17. Damage to or loss of any data, applications, or subscriptions whatsoever were present in the **Product**.
 - 5.1.18. **Consequential Loss** of any type e.g., property damage caused by the **Product** or loss of use of the **Product**.
 - 5.1.19. Delay in the supply of spare parts or components by manufacturers or their suppliers or agents.
 - 5.1.20. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, destruction of or damage to property by or under the order of any government, local or public authority, terrorism.

6. CLAIMS PROCEDURE

- 6.1. **You** must report **Your** claim as soon as possible, but not later than within 30 days of the discovery of any incident likely to give rise to a claim under this insurance by bringing **Your Product** to any **Repair network**, which could be found in website (www.smartcare.it/service).
- 6.2. In case of **Theft**, **You** must block serial number (IMEI) (for devices with multiple IMEI numbers all IMEI numbers must be blocked) immediately and make a report about **Theft** to police in 48 hours. **You** must report **Your** claim as soon as possible, but not later than within 30 days by filling in the request on the website: <https://smartcare.it/apie-mus/#forma>.
- 6.3. Claims are only valid where authority has been issued by the **Administrator** or the **Repair Network**.
- 6.4. If requested, **You** must produce proof of purchase for **Your Product**, **Your Policy**, serial number in order to validate that **Your Product** is covered or provide other information related to **Your** claim as well as follow other instructions given by **Us**.
- 6.5. For devices with storage media, the **Administrator** may delete any data held within the **Product** and reformat the storage media. **You** should back up all data on a regular basis and prior to making a claim where possible.
- 6.6. Where the **Administrator** assesses the **Product** to be **Beyond Economical Repair**, **We** will cover A new Apple-branded device or device comprised of new and/or previously used genuine Apple parts that have been tested and pass Apple functional requirements. All replacement products provided under this **Policy** will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different color) as the original **Product** (subject to applicable Consumer Software updates).
- 6.7. In the event of valid claim leading to the need for repair or replacement of the **Product**, **We** reserve the sole discretion to determine the repair or replacement solution in accordance with the coverage limits and terms specified in these Terms and Conditions. **We** shall not exchange the **Product** to a new or upgraded unit, even if **You** are willing to cover any additional cost associated with a unit of higher value. This clause shall not apply in cases where **We**, at **Our** sole discretion, determine that a repair is impractical, unavailable, or uneconomical, in which case **We** may opt to replace the **Product** with a unit of similar make and model or comparable value, as well as cases, where **Sum Insured** after previous claims is not sufficient to cover the losses.
- 6.8. If **We** replace **Your Product** the damaged **Product** becomes **Our** property.
- 6.9. Once the repair is complete or a replacement is available (as applicable), **You** will be notified to come to the **Repair network** place.
- 6.10. If **You** make a claim, the **Deductible** applies which must be paid to **Repair network** after **Your** claim is settled.
- 6.11. **You** have a right to receive information about the investigation of the Insured Event.
- 6.12. **We** shall settle any claim on a proportionate basis if **You** have any other insurance covering the same damage.
- 6.13. If **You** make a fraudulent claim under this Insurance Contract, **We**:
 - 6.13.1. are not liable to pay the claim and
 - 6.13.2. may recover from **You** any sums paid by **Us** to **You** in respect of the claim.

7. PROVISION OF DOCUMENTS AND INFORMATION

- 7.1. The Insurance Contract (including the Terms and Conditions, Policy, IPID, and other related documents) is being delivered to **You** in electronic (to **Your** named email address) form.
- 7.2. Any notification that must be submitted by one party of the Insurance Contract (as well as by **You** or **Retailer**) to the other party must be submitted in the manner specified in the **Policy**.
- 7.3. It shall be considered that the proper day of presenting the notifications is the next working day after sending the notification by e-mail.
- 7.4. **We** and **You** are obliged to inform each other about the changed e-mail address or other contact details within 15 days from the day such data has changed.

8. **INSURANCE PREMIUM**

- 8.1. The insurance premium is calculated by **Us**, taking into consideration the object of insurance, the insurance value, the insurance risk, and other relevant information.
- 8.2. If the date of insurance premium payment due date is the same as **Policy** start date, the commencement of the Insurance Contract is linked to the payment of the insurance premium.
- 8.3. Either payment of particular amount of money specified in **Your Policy** or signing leasing contract will be treated as a full payment of insurance premium.
- 8.4. If the commencement of the Insurance Contract is linked to the payment of the insurance premium and **You** fail to pay the insurance premium within 30 (thirty) days from the date of sending Our demand/reminder, **We** will terminate the Insurance Contract as it is described in the law.
- 8.5. If the commencement of the Insurance Contract is not linked to the payment of the insurance premium and **You** do not pay the insurance premium till the payment due date, **We** will inform **You** about this in written notifying that the Insurance Contract will be terminated if **You** do not pay the insurance premium within 30 days from the day when the notification was sent to **You**.

9. **RIGHT OF CANCELLATION**

- 9.1. **We** hope **You** are happy with the cover this **Policy** provides, however, if after reading this policy it does not meet with **Your** requirements or **You** have simply changed **Your** mind please submit the request on the website: <https://smartcare.lt/apie-mus/#forma>, send **Us** an e-mail help@smartcare.lt or contact the **Retailer** within 14 days of purchasing the **Policy**, or receiving your **Policy** if later, and **We** will arrange to cancel **Your Policy**.
- 9.2. A full refund is subject to no claims being recorded against the **Policy**.

10. **TERMINATION OF INSURANCE CONTRACT**

- 10.1. The Insurance Contract will expire no later than at 24:00 on the expiry date stated in the **Policy**.
- 10.2. The insurance period will expire automatically before the expiry date:
 - 10.2.1. when claims for the **Product** accumulates the **Sum Insured** specified in the **Policy**, including in the event of total loss of **Product** due to **Insured Event**;
 - 10.2.2. in the event of a loss or theft of the **Product** due to the reasons, not related to **Insured Events**;
 - 10.2.3. if the owner of the **Product** changes, except when new owner is **Your Family Member**;
- 10.3. To cancel **Your** policy, please submit the request on the website: <https://smartcare.lt/apie-mus/#forma>, send us an e-mail help@smartcare.lt or contact **Retailer**, who **You** purchased the **Policy** from.
- 10.4. Provided the premium has been paid in full and **You** have not made a successful claim **You** shall be entitled to a pro rata refund calculated on the number of days remaining on cover with the deduction of paid claims and 20 EUR administration fee.
- 10.5. The Insurance Contract may be terminated otherwise as specified in the applicable law.

11. **TRANSFER OF RIGHT AND DUTIES TO ANOTHER INSURER**

- 11.1. **We** shall be entitled to transfer the contractual rights and obligations to other insurer or insurers upon receipt of a permit from a competent supervisory institution under procedure laid down by the applicable law.
- 11.2. **We** shall notify **You** about the intention to transfer the rights and responsibilities arising from the Insurance Contract in accordance with the procedure determined by law.
- 11.3. If **You** object with the planned transfer of contractual rights and obligations under the Contract, **You** will have the right to terminate the Contract under the procedure and terms and conditions provided for in clause 10 within 1 (one) month from the date of transfer of rights and obligations.

12. **GOVERNING LAW**

- 12.1. This **Policy** shall be subject to the laws of Republic of Lithuania.

13. **COMPLAINTS PROCEDURE**

- 13.1. We have appointed the **Administrator** to resolve the complaints on the **Our** behalf. Any complaints or requests for information concerning this **Policy** may be addressed to the **Administrator's** representative in Lithuania. The contact details are as follows:
Rinkos Insurance solutions
L.Stuokos – Gucevičiaus str. 7, LT-01122 Vilnius
E-mail: skundai@rinkosinsurance.eu
- 13.2. The **Administrator** will promptly acknowledge the **Your** complaint and provide **You** with its decision on **Your** complaint, by email.
- 13.3. The **Administrator** will resolve the **Your** complaint within fifteen working days from first notification of the complaint.
- 13.4. In exceptional cases where, for reasons beyond the control of **Us**, a reply cannot be provided within fifteen working days, the **Administrator** will send to **You** in writing a letter to confirm the reasons why and will aim to resolve the complaint with a further fifteen working days from this point.
- 13.5. If **You** remain dissatisfied with the response to the complaint or it is not resolved within the timescales detailed above, the **Administrator** will advise **You** who to contact depending on the nature and type of complaint. **You** may also be eligible to refer the complaint to the Bank of Lithuania if **You** consider that **We** or insurance intermediaries acting on the **Our** behalf have violated **Your** contractual or related rights or legitimate interests and seeks to protect them where **We** were not able resolve the **Your** complaint or if the **You** remained dissatisfied with the final response or did not receive a final response to the complaint within procedure and time period prescribed in point 4 of this paragraph. The contact details are as follows:
Bank of Lithuania
Totorių str. 4 LT-01121 Vilnius, Lithuania
Tel: +370 800 50 500
E-mail: prieziura@lb.lt
Website: <https://www.lb.lt/lt/daugiau-apie-gincius-su-finansiniu-paslaugu-teikeju#ex-1-3>
- 13.6. Alternatively, a complaint can be also filed directly with the Financial Services Arbiter in Malta:
 - 13.6.1. by email at complaint.info@asf.mt; or
 - 13.6.2. in writing to the Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta; or
 - 13.6.3. by telephone on 00356 21 249 245.For more information, please see online at financialarbiter.org.mt

- 13.6.4. The Bank of Lithuania and the Arbitrator for Financial Services Arbitrator (Malta) will expect **You** to have followed the above procedure before they accept the case.
- 13.6.5. If **You** have purchased the **Policy** online, **You** may also be eligible to make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.
- 13.6.6. Using these complaints procedure does not affect **Your** legal rights.

14. **MISINFORMATION**

- 14.1. When applying for insurance, varying **Your** cover, or submitting a claim, **You** or anyone acting on **Your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **Your Policy** or the payment of **Your** claim.

15. **GENERAL DATA PROTECTION REGULATIONS**

- 15.1. **Data Protection**
Fortegra Europe Insurance Company SE (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data.
- 15.2. **How We Use Your Personal Data**
We may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing, or statistical purposes. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.
- 15.3. **Disclosure of Your Personal Data**
- 15.4. **We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.
- 15.5. **International Transfers of Data**
We will not transfer **Your** personal data to destinations outside the UK or European Economic Area ("EEA").
- 15.6. **Your Rights**
You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.
- 15.7. **Retention**
- 15.8. **Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the **Policy**, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.
- 15.9. If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company Ltd, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imaida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com