

Swappie Care

Policy Conditions: Sweden

Insurer: Nordic Guarantee Försäkrings AB, Org. No.: SE-5164060112, info@nordg.com

Intermediary: Keyhole ApS, Org. No.: DK-40320377, info@usekeyhole.com

Distributed by: Swappie Oy (Org. no. 2692328-4), Itämerenkatu 3 A, 00180 Helsinki, Finland, acting as ancillary insurance intermediary under the responsibility of Keyhole ApS

For general inquiries, please contact: info@swappie.com | swappie.com/se/swappie-care

1. About this insurance

Swappie Care is a non-life insurance underwritten by Nordic Guarantee Försäkrings AB, a licensed Swedish insurer supervised by Finansinspektionen. This insurance is distributed by Swappie Oy acting as an ancillary insurance intermediary under the responsibility of Keyhole ApS, a licensed insurance intermediary registered in Denmark. This insurance is sold on a non-advised basis. Swappie does not provide a personal recommendation or advice as to whether this insurance is suitable for you.

The insurance provides cover against three events: accidental damage to the insured device, internal malfunction of the insured device, and undamaged replacement, each as defined and described in section 7. On approval of a qualifying claim, the benefit is an electronic voucher redeemable at swappie.com towards the purchase of a device, as set out in section 8. By taking out this insurance, you agree that the benefit will be provided in voucher form rather than as a cash payment.

This insurance is intended to complement, and not replace, your statutory rights and your Swappie Warranty™.

This insurance is governed by the Swedish Insurance Contracts Act (Försäkringsavtalslagen 2005:104, FAL) and these policy conditions. Where FAL provides mandatory protections for consumer policyholders, those protections apply regardless of anything in these conditions.

2. Definitions

We / us / the Insurer means Nordic Guarantee Försäkrings AB, the licensed insurer that provides this insurance and pays valid claims.

Swappie means Swappie Oy, which distributes this insurance as an ancillary insurance intermediary under the responsibility of Keyhole ApS, and handles claims on Nordic Guarantee's behalf.

You / your means the consumer named in the certificate of insurance, who is both the policyholder and the sole insured under this policy.

Insured device means the device you bought from Swappie, identified by its IMEI or Serial Number in the certificate of insurance.

Certificate of insurance / Policy means the confirmation showing your insured device, period of insurance and premium.

Equivalent device means a device of the same model and configuration as the insured device, as available on swappie.com when the voucher is issued. If the same model is no longer available, equivalent device means the closest available model with substantially similar specifications, at the price at which that model is offered on swappie.com at the date the voucher is issued.

IMEI means the International Mobile Equipment Identity number of the insured device.

Serial number means the device's unique product identifier.

FD means any device-lock or remote-management feature on the insured device that prevents a new user from activating or accessing the device, including Apple Find My, Google Find My Device, and equivalent features on other platforms.

Accidental damage means sudden and unforeseen physical damage to the insured device caused by an external event, for example impact, dropping or liquid damage.

Internal malfunction means a sudden and unforeseen failure of an internal component in the insured device that is not caused by external physical damage. Ordinary wear and tear, including gradual battery deterioration through normal use, is not an internal malfunction.

Undamaged replacement means cover under section 7 where you surrender your undamaged device to Swappie in exchange for a voucher, protecting you against the depreciation in market value of your device. The value of the voucher is determined under section 8 by reference to the price of an equivalent device on swappie.com at the date of issue.

Voucher means the electronic voucher issued by Swappie when a claim is approved, redeemable by you on swappie.com towards the purchase of a device. The value, validity period, and conditions of use are set out in section 8.

Policy chain means the series of successive Swappie Care policies linked to an original policy through the redemption of a voucher for a replacement device, as further described in sections 3, 4 and 6.

3. The policyholder and insured

You are named in the certificate of insurance. Cover attaches solely to the insured device, identified by its IMEI or serial number. There are no additional insureds under this policy. The right to any benefit cannot be assigned or transferred to a third party. You may hold one Swappie Care policy per device you own.

Where you use a voucher issued under this policy to purchase a new device from Swappie and take out a new Swappie Care policy, for that device, the new policy forms part of the same policy chain as this policy. The claims limit in section 6 applies across the chain. The certificate of insurance for the new device will identify the originating policy.

4. The insured device

This insurance covers only the device purchased from Swappie that is identified by its IMEI or serial number in the certificate of insurance.

When a claim is approved and you use the voucher to purchase a new device from Swappie, a new Swappie Care policy may be taken out for the new device. Swappie will present the applicable terms and premium to you before the new policy is concluded. You are not obliged to take out a new policy. If you do, the new policy covers the new device identified by its IMEI or serial number and continues the policy chain as described in section 6.

If no new policy is taken out, the chain ends and the new device is not covered under Swappie Care.

Where a new policy for a voucher-funded device is taken out after the date of purchase rather than immediately, it continues the same policy chain as the originating policy, regardless of when it is concluded.

5. Period of insurance

The insurance period begins when the policy is issued, as shown in the certificate of insurance. Cover is provided in successive monthly periods, each paid in advance. At inception, you select either a monthly payment in advance for each upcoming period, or a single premium prepaying twelve (12) monthly periods of cover.

The insurance renews automatically at the end of each period paid for unless cancelled in accordance with section 12. Where you have prepaid twelve months, Swappie will notify you by email at least thirty (30) days before the prepaid period ends, setting out the renewal options available to you. The insurance does not automatically renew into a further twelve-month prepayment without your active selection; absent from that selection, cover continues on a monthly payment basis in accordance with this section.

The maximum aggregate duration of insuring a device under this section is five (5) years. You will receive written notice at least one (1) month before the five-year maximum is reached. After that, the insurance ends without further renewal, and no further policy may be purchased for that device.

Cover continues for as long as the premium is paid, subject to the non-payment procedure in section 12.

Where a claim is approved and you use the voucher to purchase a new device, any unused portion of the premium for the current period is carried forward as a credit and applied to the premium for the new policy. Any credit that cannot be applied to the new policy is refunded to you.

6. Claims limit

The total number of vouchers payable is capped at two (2) within any rolling twelve-month period, applied at the level of the policy chain.

A policy chain begins with an independently purchased Swappie Care policy. Where a voucher issued under a policy in a chain is used to purchase a replacement device from Swappie, the Swappie Care policy issued for the replacement device continues that chain and its running claims count. A device purchased independently from Swappie, without using a voucher, begins a new chain with its own limit.

A voucher is counted toward the limit on the date it is redeemed. A voucher that expires unredeemed does not count toward the limit. A claim that is submitted but refused does not count toward the limit.

7. What is covered

General requirements

For any claim submitted under this policy, the device must meet the following eligibility conditions at the time it is returned to Swappie:

- the serial number and/or IMEI are intact, legible, and unaltered;
- the device has not been opened or modified other than by an authorised repair provider; and
- FD has been deactivated.

Where a condition is not met, section 13 applies.

Accidental damage

This section covers sudden and unforeseen physical damage to the insured device caused by an external event, for example impact, dropping, or liquid damage.

Internal malfunction

This section covers a sudden and unforeseen failure of an internal component in the insured device that is not caused by external physical damage. Ordinary wear and tear, including gradual battery deterioration through normal use, is not an internal malfunction.

Where damage has both an external and an internal component, the claim is assessed under whichever section most closely reflects the primary cause.

Undamaged replacement

This section protects you against the depreciation in market value of your insured device. Rather than selling your device privately at an uncertain price and without a guaranteed buyer, you can surrender it to Swappie and receive a voucher as set out in section 8, reflecting the current price of an equivalent device on swappie.com.

The insured event is the surrender of your undamaged device to Swappie during the policy period. The general requirements set out at the beginning of this section apply. Where a condition is not met, section 13 applies.

Approved claim

On approval of a claim under any section, Swappie will issue a voucher in accordance with section 8. Following the issue of the voucher, the device must be returned to Swappie in accordance with section 9. Once the device has been received and inspected, Swappie will verify that the conditions of this policy have been met. If they have not, the voucher may be reduced or cancelled in accordance with section 13.

If FD has not been deactivated or the device has not been sent to Swappie within fourteen (14) days of the voucher being issued, Swappie will give you written notice. You then have a further fourteen (14) days to remedy the position. If you do so, the benefit is not affected. If you do not, the voucher may be reduced or cancelled under section 13.

The three general requirements above must be met when the device is returned to Swappie. Two of them - the condition of the serial number/IMEI, and the requirement that the device has not been opened or repaired without authorisation - must be met at that point and cannot be fixed afterwards. The third, deactivating FD, works differently: even if FD is still active when you return the device, you can still deactivate it within the cure period described above, and doing so will not affect your benefit. If a requirement is not met, cannot be fixed, or is not fixed in time, the voucher will be assessed under section 13, based on how much that failure affected the claim.

8. The voucher

On the preliminary approval of a claim, Swappie issues a voucher to you electronically. This is a preliminary approval based on the information provided when the claim is submitted; final confirmation follows physical verification of the returned device, as described below. The voucher is valid for fourteen (14) days from the date of issue. If the voucher expires, a new one can be requested. The voucher value is ninety per cent (90%) of the price of an equivalent device on swappie.com at the date of issue. This value is fixed at issue and does not change during the validity period.

If the voucher value exceeds the price you originally paid for the insured device, the voucher value is reduced to that original price. The original price is the amount you paid to Swappie at purchase, excluding any discount codes or coupons. All amounts are in Swedish kronor (SEK).

The voucher is non-transferable, is redeemable only by you on swappie.com, and may not be combined with other discount codes or promotional offers unless Swappie expressly permits this at the time of redemption. The voucher is not redeemable for cash.

In some situations, you may receive this benefit as a cash payment instead of a voucher. This will only happen if Nordic Guarantee reasonably determines that redeeming vouchers on swappie.com is no longer possible for policyholders generally - for example because Swappie has become insolvent, has stopped trading, or the swappie.com platform is no longer available - for reasons outside Nordic Guarantee's control. In that case, Nordic Guarantee may pay you a cash sum equal to the voucher value you would otherwise have received, based on the most recent available price for an equivalent device on swappie.com or, if that is unavailable, other market price information Keyhole and Nordic Guarantee hold for equivalent refurbished devices. This is Nordic Guarantee's own right to provide the benefit differently when a voucher cannot be delivered as intended - it does not give you a right to choose or request cash instead of a voucher in any other situation.

Please note: if the physical verification of your returned device shows that the claim did not qualify under these conditions, the voucher value may be recovered from you even if the voucher has already been redeemed (see section 13). You may wish to await the verification confirmation before redeeming your voucher.

Title to the insured device passes to the Insurer upon receipt at Swappie's designated address. If the device is subsequently found to be subject to an exclusion under section 11, the voucher is cancelled and the device is returned to you. Where the

voucher has already been redeemed towards the purchase of a new device, the device cannot be returned to you, and the voucher value will instead be recovered from you.

9. How to make a claim

To make a claim under any section, contact Swappie as soon as reasonably practicable after the insured event. Provide your policy reference, the IMEI or serial number of the insured device, and a description of the damage, malfunction, or condition of the device.

Swappie will issue a claim reference and send you instructions for returning the device. You must ship the device by the method Swappie specifies, within fourteen (14) days of receiving those instructions. Swappie is responsible for the cost of returning the device to Swappie. The risk of the device in transit passes to Swappie from the moment you hand it to the carrier specified by Swappie.

Swappie assesses your claim on submission. Where the preliminary eligibility check is satisfied, Swappie issues the voucher in accordance with section 8 and sends you return instructions. You must return the device within fourteen (14) days of receiving the return instructions. Swappie completes physical verification of the returned device within three (3) business days of receipt and will confirm the claim or, where the verification identifies a material discrepancy or an exclusion, adjust or recover the benefit in accordance with sections 8 and 13.

10. Conditions

Disclosure

You must provide complete and accurate information when taking out this insurance and when making a claim. You must also notify Swappie without undue delay of any material change to information you have previously provided. . Providing false or incomplete information of material relevance may result in reduction or forfeiture of the voucher in accordance with section 13 and FAL chapter 4, sections 1 to 3.

Notification

You should notify Swappie of a claim as soon as reasonably practicable after the insured event. Late notification that prejudices Swappie's or Nordic Guarantee's ability to investigate or assess the claim may be taken into account when assessing the voucher under section 13.

11. Exclusions

General exclusions

No voucher is payable in respect of:

- theft, disappearance, or unexplained loss of the device;
- cosmetic damage only, meaning scratches, scuffs, dents, or discolouration that do not affect the device's functionality;
- the device having been physically opened or repaired by any person other than a Swappie authorised repair provider;
- manufacturer defects covered by the manufacturer's warranty or the Swappie Warranty™ or that are the subject of a manufacturer recall;
- battery capacity reduction through ordinary use (this does not exclude sudden and complete battery failure);
- damage or malfunction arising from a defect in the insured device that existed or was developing at the date of purchase and was or ought reasonably to have been apparent on inspection at that date;
- indirect losses, including loss of data, loss of use, loss of profit, or loss of opportunity; and
- the cost of any packaging incurred by you in returning the device.

Intentional damage

No voucher is payable under accidental damage or internal malfunction where the damage or malfunction was caused intentionally by you. Reduction for gross negligence is assessed under section 13.

Force majeure

No voucher is payable for loss caused directly or indirectly by war (whether declared or not), terrorism, civil unrest, riot, strike, lockout, government action, natural catastrophe, epidemic, or pandemic.

Nuclear and similar

No voucher is payable for loss caused directly or indirectly by the release of nuclear, biological, chemical, or biochemical agents, or by the radioactive, toxic, explosive, or other hazardous properties of any nuclear device. This exclusion does not apply to loss

arising from nuclear reactions used for ordinary industrial, medical, or scientific purposes in compliance with applicable regulations.

Sanctions

No voucher is payable to the extent that payment would breach any embargo or sanction resolution adopted by the United Nations, the European Union, the United Kingdom, the United States, or any other applicable law in force during the insurance period.

12. Premium, duration, and cancellation

Premium

The premium is based on the price you paid to Swappie for the insured device at purchase, before any discount codes or coupons. The premium amount is shown on the confirmation email sent to you at purchase. You will be notified in advance of any change to the premium.

Non-payment

If the premium is not paid on time, you will receive a written payment reminder from Swappie on Nordic Guarantee's behalf, in accordance with FAL chapter 5, section 1. If the premium remains unpaid fourteen (14) days after the reminder is sent, the insurance may be terminated by written notice with effect fourteen (14) days from the date of that notice, in accordance with FAL chapter 5, section 2. If the full outstanding amount is paid within three (3) months of termination for non-payment, the insurance is reinstated from the day after payment is received, in accordance with FAL chapter 5, section 4.

Cancellation by you

You may cancel this insurance at any time by contacting Swappie customer service, by following the instructions in your Swappie Care confirmation email, or by following the instructions of your payment provider. Cancellation takes effect on the date you request it, or on a later date you specify.

Premium is earned on a daily pro rata basis over the paid period. Where you have prepaid a twelve-month period, the unearned portion for the unexpired days is refunded on cancellation. For monthly payment, there is generally no unearned premium to refund, as the premium is paid monthly in advance. Where you cancel this policy in connection with an upgrade under section 4, any unused premium is carried forward in accordance with section 5 rather than refunded.

You have a statutory fourteen (14) day right of withdrawal from the date the insurance contract is concluded, in accordance with the Distance Contracts Act (Lag 2005:59 om distansavtal och avtal utanför affärslokaler). To exercise this right, notify Swappie in writing at info@swappie.com. On withdrawal, Nordic Guarantee may retain premium for the days during which cover was in force, calculated on the same daily pro rata basis.

Termination by Nordic Guarantee

Nordic Guarantee's right to terminate or decline to renew this insurance is limited to the cases set out in FAL chapter 3, sections 7 and 8. In practice, this means Nordic Guarantee can only end or change your insurance early if you have seriously failed to meet your obligations under this policy, or if there are particularly important reasons to do so - not simply as a matter of discretion. Any termination will be in writing, stating the grounds and the effective date, and you will receive at least 14 days' notice.

13. Reduction or forfeiture of benefit

In accordance with FAL, the voucher may be reduced or forfeited in the following circumstances:

- you intentionally or by gross negligence provided false or incomplete information of material relevance when taking out this insurance or making a claim (FAL chapter 4, sections 1 to 3);
- you caused the insured event intentionally or by gross negligence (FAL chapter 4, section 5);
- you failed to comply with an obligation in these conditions in a way that materially affected the insured event or its assessment (FAL chapter 4, section 6); or
- after the insured event, you intentionally or by gross negligence gave false or incomplete information relevant to the assessment of the benefit (FAL chapter 7, section 2).

Proportionate reduction is the default consequence. The voucher is reduced in proportion to the seriousness of the breach, the degree of fault, and the other circumstances of the case. Full forfeiture is reserved for cases of intent. Reduction or forfeiture may in no case exceed what is reasonable under FAL chapter 1, section 6.

Where these conditions give you a cure period to remedy a breach, no reduction or forfeiture is assessed if you cure the breach within that period.

14. General conditions

Double insurance

If you are aware that another insurance also covers the same loss, you must inform Swappie when making your claim. The two insurers will contribute proportionally in accordance with FAL chapter 6, section 4.

Notices

Notices from Nordic Guarantee or Swappie to you are validly given when sent to the email address you last notified to Swappie. It is your responsibility to keep your contact details up to date with Swappie. Notices from you may be sent to info@swappie.com. Written notice includes communication by email or other durable medium.

Amendments

Nordic Guarantee may amend these policy conditions at any time on thirty (30) days' written notice. Amendments affecting your rights will be communicated to you by email in accordance with FAL chapter 3, section 8. If you do not wish to accept an amendment that is not in your favour, you may cancel this insurance with effect from the date the amendment takes effect, and any unearned premium will be refunded to you in full. Amendments that are wholly in your favour may take effect immediately.

Governing law

This insurance is governed by Swedish law. To the extent these conditions conflict with mandatory provisions of the Swedish Insurance Contracts Act (FAL 2005:104) or the Insurance Distribution Act (Lag 2018:1219) that protect you as a consumer, those mandatory provisions prevail.

15. Data protection

Keyhole ApS and Swappie Oy process your personal data as joint controllers in connection with the distribution and administration of this insurance and the handling of claims. Nordic Guarantee Försäkrings AB and Keyhole ApS are separately joint controllers of personal data processed in connection with the offering and administration of this insurance, the handling and settlement of claims, salvage of returned devices, complaints handling, fraud prevention, and product oversight and governance, in their roles as insurer and intermediary.

Details of how your data is processed, including the purposes, legal basis, retention periods, and your rights, are set out in the Swappie Care privacy notice at swappie.com/se/swappie-care. You may also request a copy of the privacy notice by contacting Swappie at info@swappie.com.

You may exercise your rights under the GDPR, including rights of access, rectification, erasure, restriction, objection, and data portability, by contacting Swappie at info@swappie.com. You may also lodge a complaint with the Swedish Authority for Privacy Protection (Integritetsskyddsmyndigheten, www.imy.se).

16. Complaints and dispute resolution

Complaints

If you are dissatisfied with a claims decision or with the handling of your insurance, contact Swappie customer service first at info@swappie.com, providing your policy reference and the reason for your complaint. Swappie will acknowledge your complaint and resolve it where it can. Complaints relating to the insurance itself - including claims decisions, cover, the policy conditions or the voucher value - are handled by Keyhole ApS as the responsible insurance intermediary, to which Swappie will escalate your complaint. You will receive a response as soon as possible and no later than 14 days after the complaint was received. If the response cannot be given within that time, you will be informed of the reason and of when a response can be expected.

External bodies

If you are not satisfied with the outcome of the complaints procedure, you may refer the matter to: Allmänna reklamationsnämnden (ARN), Box 174, 101 23 Stockholm, www.arn.se; Konsumenternas Försäkringsbyrå, www.konsumenternas.se; Konsumentverket (Hallå konsument); and the consumer guidance service in your municipality (kommunal konsumentvägledning) - contact details for both are available via www.hallakonsument.se.

Court

Disputes that cannot be resolved through the above procedures may be brought before a Swedish court. You may bring proceedings at the court of the place where you are habitually resident in Sweden.

End of policy conditions