



Mobile Phone Insurance

Insurance certificate - Damage insurance

The insurance consists of the following documents:

- The insurance certificate
- The insurance terms: Terms & Conditions Damage Insurance from 01-09-2022
- Norwegian Insurance Contracts Act ("FAL")
- Norwegian law in general

Policyholder	: Ice Communication Norge AS (hereafter ice), Nydalsveien 18B, 0484 Oslo, has entered into a group insurance agreement with the insurer.																
Insured member/insured	: Person (also called you/you) who has purchased and/or is a registered user of the mobile phone included in the insurance contract.																
Insurer (the company)	: AmTrust International Underwriters DAC., 6-8 College Green, Dublin 22, Ireland. Reg. no. 169384. AmTrust International Underwriters DAC is authorised and supervised by the Central Bank of Ireland.																
What the insurance covers	: The insurance covers a mobile phone (without accessories) purchased from ice for which damage insurance has been taken out.																
What the insurance includes	: The insurance covers accidental damage that occurs from normal usage during the insurance period when you or your immediate family are in possession of the mobile phone.																
When the insurance applies and renews	: The insurance applies from the time of purchase until the main maturity of the insurance contract and is then automatically renewed for one year at a time unless the insurance is terminated. The main maturity of the insurance contract is 1 January each year. You can cancel the insurance at any time by contacting ice. The insurance ends automatically if your mobile subscription with ice is no longer current and valid.																
Where the insurance applies	: Worldwide.																
Insurance premium	: The price of the insurance appears on the invoice for your mobile subscription and is paid monthly. See also information at www.ice.no .																
Sum insured	: Maximum NOK 25,000 per insurance policy.																
Excess	: The excess in the event of damage depends on the mobile phone's recommended price (incl. VAT) at the time of purchase and the number of claims that have been made in an 18-month period: <table border="1" data-bbox="571 1176 1273 1355"> <thead> <tr> <th>Price guide (incl. VAT)</th> <th>First claim</th> <th>Second claim</th> <th>Third claim or more</th> </tr> </thead> <tbody> <tr> <td>NOK 0 - 5,000</td> <td>NOK 500</td> <td>NOK 1000</td> <td>NOK 1500</td> </tr> <tr> <td>NOK 5,001 – 12,000</td> <td>NOK 1000</td> <td>NOK 1500</td> <td>NOK 2000</td> </tr> <tr> <td>NOK 12,001 –</td> <td>NOK 1500</td> <td>NOK 2250</td> <td>NOK 3,000</td> </tr> </tbody> </table>	Price guide (incl. VAT)	First claim	Second claim	Third claim or more	NOK 0 - 5,000	NOK 500	NOK 1000	NOK 1500	NOK 5,001 – 12,000	NOK 1000	NOK 1500	NOK 2000	NOK 12,001 –	NOK 1500	NOK 2250	NOK 3,000
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Safety regulations	: If the insured has neglected to comply with the following safety regulations, the company's liability may be reduced or waived entirely. <ul style="list-style-type: none"> - The mobile phone must under no circumstances be left unattended - The mobile phone must be treated, used and repaired in accordance with the manufacturer's instructions and user manual (e.g., with regard to moisture tolerance, etc.) and for any repair only authorized workshops must be used 																
Limitation of liability	: The company's liability may be reduced or waived entirely in the event of damage caused by: <ul style="list-style-type: none"> - intentional act or gross negligence on the part of the insured, cf. FAL § 4-9 - that the insured has not done what can reasonably be expected to prevent or limit damage to the mobile phone, cf. FAL § 4-10 																
Claims	: Claims are made online via www.ice.no/mobilforsikring without undue delay. The right to compensation lapses if the claim is not reported to the company within 1 (one) year after the insured has become aware of the grounds for making a claim.																
Governing law and jurisdiction	: The insurance agreement is subject to Norwegian law. Disputes arising in connection with the insurance agreement are settled by a Norwegian court. Legal venue: Oslo.																
Complaints and disputes	: If you are not satisfied with the decision on a claim, an appeal can be sent to the company by sending an email to ice.revurdning@amtrustgroup.com . In accordance with FAL § 22-2, the insured may bring any dispute before the Financial Complaints Board, which is an independent appeals body. The Financial Appeals Board can be contacted at the following address: Finansklagenemnda, PB. 53, Skøyen, 0212 Oslo. The insured can also make a complaint to the supervisory authorities, cf. FAL § 22-1.																



Mobile Phone Insurance

Terms & Conditions Damage insurance 01-09-2022

1. Introduction

This insurance for mobile phones is a group insurance agreement (the "insurance agreement") between Ice Communication Norge AS (hereinafter referred to as "ice" or the "Insurer") and AmTrust International Underwriters DAC (hereinafter referred to as the "insurer" or the "Company").

The insurance contract consists of:

- The insurance certificate with specified specifications
- These insurance terms and conditions (the "Terms & Conditions")
- The Insurance Contracts Act, hereafter referred to as FAL

The Terms & Conditions contain detailed information about the insurance cover, including exceptions and limitations in the Company's liability.

Certain words in the Terms & Conditions have special meaning. These are explained in point 2 (Definitions), below.

2. Definitions

Excess: The amount you have to pay yourself when you use the insurance, see section 7.

Insurer (the Company): AmTrust International Underwriters DAC, 6-8 College Green, Dublin 2, D02 VP48, Ireland. Reg. no. 169384. AmTrust International Underwriters DAC is authorised and supervised by the Central Bank of Ireland. This information can be checked at www.registers.centralbank.ie.

Insurer: ICE Communication Norge AS, corporate no. 912 672 808, Nydalsveien 18B, 0484 Oslo.

Damage: Any sudden and unforeseen external damage to the insured mobile phone which prevents it from functioning.

Insured/insured member: The person (also called you) who has purchased and/or is a registered user of the mobile phone included in the insurance contract.

3. Who the insurance applies to

This insurance must be purchased at the same time as the purchase of a mobile phone from ice and applies to the insured/insured member.

4. What is insured

The insurance covers mobile phones purchased from ice without accessories and covers **damage** that occurs during normal use during the insurance period when you or your immediate family are in possession of the mobile phone. There is no limit to the number of claims that can be submitted in accordance with these Terms & Conditions, but the number of approved insurance cases will affect the excess you must pay in connection with each individual claim (see point 7 below).

5. When the insurance applies

The insurance applies from the time of purchase until the main maturity of the insurance agreement and is then automatically renewed for one year at a time unless the insurance is terminated. The main maturity of the insurance agreement is 1 January each year.

The insurance premium appears on the invoice for your mobile subscription and is paid in arrears per month as part of the invoice for your mobile subscription from ice. For more information see www.ice.no.

You can cancel the insurance at any time by contacting ice. The insurance then applies until the end of the period for which the premium has been paid and ceases thereafter. The insurance ends automatically if your mobile subscription with ice is no longer current and

valid. The insurance is still valid even if you have temporarily frozen your mobile subscription, as long as you continue to pay the premium invoice from ice.

6. Where the insurance applies

The insurance applies worldwide.

7. Excess

In the event of damage, you must pay the **excess** to the Company prior to the damage settlement.

Your **excess** in the event of damage depends on the mobile phone's recommended price (incl. VAT) at the time of purchase and the number of claims that have been made in an 18-month period:

Price guide (incl. VAT)	First claim	Second claim	Third claim or more
NOK 0 - 5,000	NOK 500	NOK 1000	NOK 1500
NOK 5,001 – 12,000	NOK 1000	NOK 1500	NOK 2000
NOK 12,001 – 20,000	NOK 1500	NOK 2250	NOK 3,000

8. Exclusions

The insurance does not cover:

- loss or theft of the mobile phone
- cosmetic damage (small dents, cracks in the screen, or minor scratches on the phone's exterior) that do not affect the ability to use the mobile phone as intended
- damage to content, including data and software
- damage to accessories such as charger, headphones and SIM card
- damage due to wear and tear, and gradual deterioration
- damage for which the supplier can be held liable
- the cost of entering or reinstalling data, software, information or music stored on the mobile phone
- costs incurred by you as a result of not being able to use the insured mobile phone, or costs other than the replacement cost of the insured mobile phone (e.g. the cost of a new plane ticket as a result of not having access to the plane ticket on the insured mobile phone)

9. Safety regulations

If the insured has neglected to comply with the following safety regulations, the Company's liability may be reduced or waived entirely.

- 9.1. The mobile phone must under no circumstances be left unattended
- 9.2. The mobile phone must be treated, used and repaired in accordance with the manufacturer's instructions and user manual (e.g. with regard to moisture tolerance, etc.) and an authorized workshop must be used for repairs

10. Limitation of liability

The company's liability may be reduced or waived entirely in the event of damage caused by:

- intentional act or gross negligence on the part of the insured, cf. FAL § 4-9.



- that the insured has not done what can reasonably be expected to prevent or limit damage to the mobile phone, cf. FAL § 4-10.

11. Insured's duties in the event of damage

- 11.1. Damage is to be reported online via www.ice.no/mobilforsikring.
- 11.2. When reporting damage to an iPhone and when submitting it to a repair centre, the "Find my iPhone" function must be turned off.
- 11.3. Damage must be reported without undue delay. The right to compensation ceases if the claim is not reported to the Company within 1 (one=) year after the insured has become aware of the grounds for making a claim.

12. Claim settlement

- 12.1. In the event of cover-related damage, the insured mobile phone is, as a general rule, replaced with an equivalent, or near equivalent phone.
An equivalent or near equivalent replacement phone means that the replacement phone you receive is functionally the same, new or upgraded and updated and is "A-grade" (i.e. barely used, with a new screen and the battery has over 90% battery capacity guaranteed). If you agree, the phone may be in a different colour.
A refurbished replacement phone will be thoroughly tested, use only original components and be fully in accordance with the manufacturer's standards. Your warranty and right to complain remain unchanged. If the warranty on your damaged mobile phone has expired, your replacement phone will have a 3-month warranty.
- 12.2. Claims are usually processed on the same day if they are submitted on a weekday. A replacement phone is then sent to the address in Norway you have stated in the claim.
- 12.3. You pay your excess by card or invoice sent by email. Therefore, provide a valid email address when making a claim.
- 12.4. You return your broken mobile phone within 5 days in the accompanying pre-paid packaging.
- 12.5. When the claims processor receives your damaged mobile phone, it will be checked to ensure that the correct device has been sent in. Then the claim can finally be approved in accordance with the insurance Terms & Conditions.
- 12.6. In certain cases, you can choose to have your broken mobile phone repaired (this depends on the make and model, and it is always the Company that decides whether this option is available). If so, you have two options:
 - Hand in your broken mobile phone to one of our repair centres. You can then pick up your mobile phone as soon as it is repaired.
 - Send your broken mobile phone to one of our repair centres. The repair centre will then send your repaired or replacement mobile phone back to you.

The repair centre will attempt to repair the damaged mobile phone; however, if repair is not deemed possible, you will receive a replacement phone instead. Remember that you yourself are responsible for backing up your data. The insurance does not replace lost data.

- 12.7. AmTrust International Underwriters DAC, AmTrust Insurance Services Sweden AB and affiliated companies that are used in connection with claims settlements have the right to obtain information that may have an impact on the claims settlement from ICE Communication Norway, including information regarding: call numbers, name & address of subscription/user, date when the insurance was taken out, subscription, date of the last registered IMEI number on the calling number, date the subscription was blocked for security, date of issue of a new SIM card, and whether the subscription has been blocked as a result of non-payment.

13. Obligation to hand in a damaged mobile phone or a mobile phone that can be repaired

When you have received a replacement phone, the Company takes ownership of the damaged or lost mobile phone.

As soon as you have received a replacement phone, you are therefore obliged to send in the broken mobile phone for which your claim was made.

Simply send the mobile phone back in the same packaging as you received the replacement phone, stick on the pre-paid consignment note and send it to the specified address in Norway. This does not apply if you choose to send/hand in the damaged mobile phone for repair.

14. Unlocking fee and fee for non-return

If you do not send in the broken mobile phone within 5 working days of receiving a replacement phone, or the mobile phone's locking mechanisms have not been disabled (e.g. "Find my iPhone" is not switched off), you will be billed for the replacement phone, plus NOK 350 in late fees.

The same applies if the submitted mobile phone does not match the claim, e.g. incorrect IMEI number, extent of damage, etc.

You cannot receive compensation for any other damage to the phone if you have a claim where the damaged mobile phone has not been handed in.

15. General provisions

- 15.1. The insurance must not lead to profit for the insured.
- 15.2. Anyone who commits fraud ceases to have any right to compensation, cf. FAL § 8-1.
- 15.3. The company reserves the right to cancel the insurance if:
 - the damage or claim is fraudulent
 - the insured has intentionally caused the damage
- 15.4. Changes to the Terms & Conditions to your disadvantage can take place on 1 January each year. If the Terms & Conditions are changed to the insurer's disadvantage, the insured will be notified of this in accordance with the rules in FAL.

16. Force majeure

The company is not responsible for damage that is directly or indirectly caused by or related to war, war-like events, civil war, military exercises, revolution, terrorism, riots, atomic or nuclear



incidents, government measures, seizures, strikes, lockouts, blockades or similar events.

17. Customer care

Insured persons who have questions in connection to claims can take this up with the Company's claims processor AmTrust Insurance Services Sweden AB by sending an email to ice.skader@amtrustgroup.com.

18. Right of appeal

If you are not satisfied with the claims processor's decision in a claims case, the decision can be appealed. Appeals should be sent to the Company by email to ice.revurdinger@amtrustgroup.com. The complaints officer will then make a new assessment of your right to compensation. You will receive a written response to your claim within 2 weeks of receipt of the complaint.

In accordance with FAL § 22-2, the insured can also bring any dispute before the Financial Complaints Board. The office is independent, and assistance is given regarding complaints free of charge. The Financial Appeals Board can be contacted at the following address: Finansklagenemnda, PB. 53, Skøyen, 0212 Oslo. You can also bring the case before any Norwegian district court

19. Use of electronic communication

Information, messages, notices, etc., made in connection with the insurance will take place via electronic communication, including email, provided that this is accepted by the insured.

20. Law jurisdiction

This insurance agreement is subject to Norwegian law.

21. Venue

Disputes that may arise in connection with this insurance agreement will be settled by a Norwegian court. Legal venue: Oslo.

22. Limitation of claims

If the insured has not filed a claim or appealed within 6 months from the day the Company notified the insured in writing that the claim for cover has been rejected, and at the same time reminded the insured of the deadline for making an appeal, the length of the deadline and the consequence of not making an appeal within the specified deadline, the claim is obsolete, cf. FAL §§ 18-5 and 20-1. Claims also expire after 3 years from the time the insured became aware that the insured has a claim against the Company, cf. FAL § 18-6.

23. Personal information

The personal information provided to the Company is processed in accordance with the applicable data privacy laws and the Company's guidelines. The company is responsible for processing your personal data, and information on how personal data is processed in the company is available at www.amtrustnordic.se. ice and the Company do not exchange any personal data before the insured possibly contacts the Company to report an insurance event. In such cases, ice will share the customer's name, whether the customer has insurance, type of insurance and when it was purchased from the Company.

24. Transactions in breach of applicable sanctions

The company is not responsible for claims payments that contravene sanctions or embargoes determined by the EU or Norway. This also applies to sanctions or embargoes adopted by the USA, as long as these do not conflict with European or Norwegian laws or regulations.

If a claim payment does not reach the recipient due to sanctions, the Company shall be deemed to have fulfilled its obligations

according to the insurance agreement. If it appears that the policyholder or insured is subject to sanctions or embargoes, the Company has the right to cancel the insurance.