

1. THE INSURANCE

We are delighted to welcome **you** as a SquareTrade Mobile Protection customer. Subject to the terms and conditions set out below, **you** are covered for the repair or replacement of **your insured item** in the event of **mechanical or electrical breakdown** after the expiration of any manufacturer guarantee and **accidental damage** during the **period of cover** as stated in your **certificate of insurance**.

This policy explains:

your cover;
the exclusions;
how to contact **us** to make a claim; and
how to contact **us** for any other reason.

We strongly recommend that **you** read **your** policy to understand the full terms and conditions and keep it in a safe place.

2. CONTACT US

If **you** need to contact **us**, please contact **us** via www.squaretrade.co.uk. If you wish to cancel you will need to complete this process through your Amazon account. You will find your details in the "Membership and Subscriptions" section, where you will be able to request cancellation. Alternatively, you can also cancel by contacting SquareTrade.

If **you** need to write to **us**, **you** should address **your** letter to the relevant department and send it to the address below:

For general enquiries or cancellations: Customer Services Department
For claims: Claims Department
To make a complaint: Customer Experience Manager

Address: SquareTrade Limited
Unit 1.02 Enterprise House
1-2 Hatfields
London
SE1 9PG
United Kingdom

You can also call us on 0203 936 5381. To improve the quality of **our** service, **we** will be monitoring and recording all telephone calls.

3. DEFINITIONS

This policy uses words and phrases that have specific meanings. The following defined words are shown in "**bold**" wherever they appear throughout this policy:

"**accidental damage**" means any sudden and unforeseen damage to the **insured item** that prevents it from meeting its designed function, not otherwise excluded under the terms of this policy;

Examples of **accidental damage** covered under this policy include drops, spills and liquid damage associated with the handling and use of the **insured item**. It does not provide protection against loss, theft, reckless or abusive conduct, **cosmetic damage** or damage that does not affect the ability to use the **insured item** as intended;

"**certificate of insurance**" means the document attached to the policy document, sent electronically to **you** at the time of purchase which defines the **period of cover** and **insured item**;

"**cosmetic damage**" means dents, scratches, screen cracks that do not obscure the viewing pane, or damage to the back panel not affecting the functionality of the **insured item**;

"**end date**" means the date this insurance cover ends, in accordance with Section 13 of this policy document;

"**deductible**" means the sum payable by **you** as part of a claim under this policy;

"**insured item**" means the device which **you** purchased and that is covered under this policy;

"**insurer**" means Starr International (Europe) Limited, the underwriter of this policy, whose registered office address is at 30 Fenchurch Avenue, London EC3M 5AD, United Kingdom. Company number 9654797. Starr International (Europe) Limited is authorised by the Prudential Regulation Authority ("PRA") and regulated by the Financial Conduct Authority ("FCA") and the PRA;

"**mechanical and electrical breakdown**" means the sudden and unexpected failure of a part of the **insured item** arising from any permanent mechanical, electrical or electronic fault, which causes the part to stop working, and means that the **insured item** needs repair or replacement;

"**period of cover**" means the length of time that this policy applies for as shown in the **certificate of insurance**;

"**policyholder**": means the person who subscribes to this policy;

"**premium**" means the sum(s) payable by **you** as shown in the **certificate of insurance** for insurance cover under this policy and represents the only amount you must pay for insurance coverage under this policy, including all applicable taxes;

"**reconditioned**" means a device that has been refurbished to the manufacturer's standards;

"**we, us, our, administrator**" means SquareTrade Limited which is the administration provider of this policy, acting as an Insurance Agent on behalf of Starr International (Europe) Limited, whose registered office address is Unit 1.02 Enterprise House, 1-2 Hatfields, London SE1 9PG, United Kingdom. Company No. 7165194. SquareTrade Limited is authorised and regulated by the FCA under registered number 538538. SquareTrade Limited is part of the US insurance group AllState Corporation;

"**you, your**" means the policyholder named on the **certificate of insurance**.

The singular shall include the plural and vice versa. Within this policy, headings are only included to help **you** and do not form part of this policy.

4. ELIGIBILITY FOR THIS INSURANCE

- This insurance must have been purchased at the same time as the **insured item**;
- this insurance only applies to devices purchased as new or "certified refurbished" from Amazon EU S.a.r.l. under this insurance;
- you** must be over 18 years of age to take out this insurance; and
- this insurance is limited to devices purchased by residents of the United Kingdom.

5. HOW THE SERVICE WORKS

Making a claim

If during the **period of cover** **your insured item** suffers **accidental damage** or develops a **mechanical or electrical breakdown** **you** should contact **our** Claims Department by using the contact details as set out in Section 2 of this policy document as soon as possible after discovering that **your insured item** is damaged, has developed a fault. **We** will initially attempt to troubleshoot any problem **you** are experiencing.

If **we** are unable to resolve **your** issue through troubleshooting **we** will confirm the details of **your** active policy and the circumstances of the incident. **We** may require a proof of purchase. **We** will endeavour to make a decision on **your** claim at this time. If **we** require any additional information **we** will advise **you**.

Paying your deductible

Your claim cannot be approved until payment of the relevant **deductible** as stated in **your certificate of insurance** is completed. This must be paid at point of claim using a payment card. If the replacement product's value is less than the amount of the **deductible**, we will reduce the deductible to amount no more than the cost of the replacement. Depending on the **deductible** and circumstances of the claim you may be given the option of a repair or replacement.

How we repair your item

If a repair is approved by **our** Claims Department, **we** will make necessary arrangements for **your insured item** to be repaired. **You** may be able to use an authorised local repairer or need to send **your** device to us for depot repair.

If **your insured item** is repaired by a local repairer selected by **us**, **we** will advise **you** of the locations of the local repairer and provide **you** with details necessary to facilitate the repair. If the fault is covered by this insurance **we** will settle the cost of the repair directly wherever possible.

If **your insured item** is to be repaired by a depot repairer, **we** will arrange shipping and advise **you** of the process at the point of claim. Prior to shipping **you** must ensure that all access restrictions on the device have been removed (e.g. passcodes, Find My iPhone) where practicable. If the fault is covered by this insurance **we** will repair the **insured item**. Servicing will take no more than four (4) working days (including transportation time) unless the device is an Apple device, which may take longer. **We** will advise **you** if **we** expect the repair will take longer than this at the point of claim. If **we** are unable to repair the **insured item**, **we** will provide a replacement product. In such instances, the original insured item will not be returned.

If the repairer identifies that the damage that has occurred is not consistent with the claim or is unable to access the device due to password or other access restrictions, the **insured item** will be returned unrepaired to **you**, or destroyed at **your** request.

SquareTrade provides a two year warranty for repairs. **You** must check that the repaired product is fully functional when **you** receive it. If the device is still faulty, **you** must inform **us** of this immediately. **We** may require **you** to consult the same local repairer who conducted the repair in the event of a problem.

We cannot accept any liability for the retention of any data including **your** personal data stored on **your** device during repair. We recommend that **you** back up **your** personal data prior to sending **your** device to us.

How we replace your item

If a replacement is approved by **our** Claims Department, **we** may replace **your insured item** with a new or **reconditioned** item of the same or similar specification. The replacement item may be a future version or edition of **your insured item**. **We** will attempt to match the colour of **your insured item**, but this may not be possible in all cases. Technological advances may result in a replacement item being provided which has a lower purchase price than **your** original **insured item** but in all cases will be of the same grade and quality of **your insured item**.

If **you** claim is approved before 18.00 Monday to Friday a replacement device will be delivered the next working day to an address on the UK mainland that you have indicated to us. If **you** claim after 18.00 on Friday or anytime on a weekend or public holiday, **you** should expect to receive your replacement in two working days. If **you** request delivery to an alternative address to an island or remote location in the UK, another country in the European Union, Switzerland or Norway **we** will strive towards overnight delivery, however there may be cases where this is not possible due to your location. **We** will notify **you** on the length of time it will take to deliver **your** replacement product to **you** at the point of claim and **you** must be available to take receipt of the product.

If **you** send us a broken device as part of a replacement claim, **we** will erase all personal data from the device.

Replacements: **You** will need to send **your** original device back with all access restrictions disabled within 14 days of receiving the replacement device using a pre-paid shipping label **we** provide during the delivery. If **we** are able to collect **your** original device at the same time as delivery of the replacement, **we** will inform **you** at the point of claim. If **you** do not, the price of the replacement device will be deducted from the payment card **you** provided to **us** during the claim or will be invoiced to **you**.

The replacement provided will have a two year guarantee from SquareTrade which will run from the date **you** receive the replacement item.

Other settlement

In certain, exceptional, circumstances it may not be possible to offer a repair or replacement of **your insured item**. If this is the case, **we** will settle **your** claim by providing a cash settlement. The settlement amount will be determined by **us** based on the lower of the purchase price of **your** original **insured item** and the current replacement cost of a similar product of the same grade and quality of **your insured item**.

6. MAXIMUM COVERAGE

The maximum number of claims under this policy is limited to two (2) claims during a period of twelve (12) consecutive months.

When **you** have received **your** second (2nd) successful claim in a consecutive twelve (12) month period, **your** policy will immediately end and you will not be entitled to a refund.

The maximum value of any claim under this policy is £1,500.

This policy renews for a maximum period of 60 months from the start of the policy.

7. WORLDWIDE SERVICE

Your insured item is covered while **you** are travelling outside of your country of residence. **We** will be able to send replacements to any address in the European Union as stated in Section 5 of this policy document. However, **we** will only be able to offer repair at addresses on the UK mainland. In island or remote locations we may not be able to offer you the repair of the insured device. In those cases, we will inform you about the specific procedure in response during the claim process.

8. TRANSFERS

You cannot transfer this policy to another person or device.

9. GENERAL EXCLUSIONS

Your insured item is not covered for:

- i. the cost of the **deductible** applicable to this policy as stated in **your certificate of insurance**;
- ii. the cost for the replacement or reinstatement of any data, software, information or music stored on the **insured item**;
- iii. **mechanical and electrical breakdown or accidental damage** caused by:
 - (a) abuse, misuse, lack of reasonable care, of the **insured item**, intentional or otherwise;
 - (b) severe weather such as lightning, flood and high winds;
 - (c) accessories or peripherals that were not an integral part of the original installation of the **insured item**;
 - (d) software or programming; or
 - (e) any form of electronic virus;
- iv. loss or theft of the insured device;
- v. cost suffered as a result of not being able to use the **insured item** or any cost other than the replacement cost of the **insured item**;
- vi. damage which does not affect the ability to use the **insured item** as intended, for example wear and tear;
- vii. cost for routine maintenance, modification, servicing, inspecting or cleaning;
- viii. costs due to **your** failure to follow the manufacturer's instructions or installation guidelines;
- ix. costs covered under the manufacturer's warranty or any other insurance **you** are covered by;
- x. costs incurred as a result of war, terrorism, act of foreign hostilities (whether war be declared or not), social disturbance, or contamination by nuclear radiation;
- xi. damage or breakdown where the serial numbers have been removed or altered;
- xii. claim outside the **period of cover**; and
- xiii. replacement costs due to loss.

10. TERMS AND CONDITIONS

- i. The **insurer** may vary or waive these terms and conditions to:
 - (a) improve **your** cover;
 - (b) comply with any applicable laws or regulations;
 - (c) correct any typographical or formatting errors that may occur.
- ii. **You** will be given at least 60 days' written notice to **your** last known address of any alteration to the terms and conditions of cover under this policy unless the change is

due to legislative or regulatory requirements. If **your** cover is changed due to legislative or regulatory changes which are outside the **insurer's** control, then **we** may not be able to give **you** 60 days' notice. In such cases we will inform you as soon as practicable.

- iii. If the **insurer** varies or waives **your terms and conditions** and **you** do not wish to continue **your cover** you can cancel as set out in Section 11 of this policy document.

11. YOUR RIGHT TO CANCEL

You have the right to cancel this insurance policy at any time during the **period of cover**. **You** may need to contact us to cancel this insurance policy if the **insured item** has been lost or stolen.

If **you** decide to cancel **your** insurance policy, simply contact **us** within 30 days from receipt of **your** policy document. **We** will cancel **your** insurance policy and give a full refund of any **premium** **you** have paid during the relevant **period of cover**.

If you wish to cancel you will need to complete this process through your Amazon account. You will find your details in the "Membership and Subscriptions" section, where you will be able to request cancellation. Alternatively, you can also cancel by contacting SquareTrade.

12. THE INSURER'S RIGHT TO CANCEL

- i. The **insurer** may cancel **your** policy immediately:
 - (a) where **you** provide information that is untrue or misleading when **you** take out cover under this policy or it can be demonstrated from the relevant circumstances that **you** did not take reasonable care to ensure the statements **you** made were true, whether intentional or unintentional;
 - (b) where there is evidence of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf) in relation to the cover provided under this policy; or
 - (c) where necessary to comply with any applicable laws or regulations.

If the **insurer** cancels **your** cover as a result of this Section 12 (i) (a) or (c), it will **not** return any **premium** **you** have paid. If the **insurer** cancels **your** cover as a result of this Section 12 (i) (b), it will return any **premium** that **you** have paid under this policy for future cover providing **you** have not made a claim. If the **insurer** cancels **your** cover as a result of this Section 12 (i) (d), it will calculate **your** refund on a pro-rata basis for the period that **you** have been insured and refund the balance providing **you** have not made a claim.

- ii. Any decision to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim, except where Section 12 (i) (a), (b) or (c) applies.
- iii. Cancellation of **your** policy will not affect **your** entitlement to claim for any event occurring before the date of cancellation, except where Section 12 (i) (a), (b) or (c) applies.

13. END DATE

Insurance coverage begins on the the date as stated in your **certificate of insurance**.

Your policy will end at the earliest of the following:

- i. the date **you** are no longer a resident of the United Kingdom;
- ii. the date **you** cancel **your** insurance in accordance with Section 11 of this policy document;
- iii. the date the insurer cancels **your** insurance in accordance with Section 12 of this policy document;
- iv. the expiry of the maximum period of cover in accordance with Section 6 of this policy document; or
- v. the date **you** receive **your** second (2nd) successful claim in a consecutive twelve (12) month period.

You will not be covered for any new claim arising on or after the end date.

This policy will not be renewed unless otherwise agreed.

14. GENERAL CONDITIONS

- i. **Fraud**

If **we** make any claim payments as a result of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf), then you will no longer be entitled to any benefits under this policy and the **insurer** may claim the return of a replacement item or any cash **settlement** or other **compensation**. The **insurer** may take legal action against you for the return of the replacement item and any cash **settlement** or other **compensation** and may demand reimbursement of the expenses incurred.
- ii. **English law**

This policy is governed by English law.
- iii. **Financial Services Compensation Scheme**

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **insurer** is unable to meet its liabilities to **you**, **you** may be entitled to compensation from the FSCS. Further information is available from their website: www.fscs.org.uk
- iv. **You** must respond honestly to any request for information **we** make when **you** take out cover under this policy, or apply to amend **your** cover under this policy. In the event that any statement of fact **you** make is untrue or misleading, this may affect the validity of **your** policy, any claims previously paid by **us**, and whether it is possible for **you** to make a subsequent claim.
- v. The **insurer** has a legal obligation to prevent fraud. In the event of a claim, any information **you** have supplied relevant to this insurance together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims.

15. DOUBLE INSURANCE

You shall inform the **Insurer** of the existence of other policies covering the **insured item** contracted with different insurers that may have provided coverage to **you** for the same claim events. If **you** intentionally fail to communicate the existence of other insurance policies, and in the

event that over-insurance of the loss occurs, the **Insurer** will not be obliged to repair or replace your insured item nor pay any cash settlement or other compensation detailed in this policy.

16. COMPLAINTS

Step 1:

The **administrator's** goal is to provide **you** with the best service possible at all times. If for any reason **you** are not satisfied with **our** service, please contact **our** Customer Experience Manager by using the contact details as set out in Section 1 of this policy document. **We** will review **your** case and respond to **you** promptly.

We will contact **you** immediately after receiving **your** complaint to inform **you** of what action **we** are taking and explain **our** complaint handling process to **you**.

Step 2:

We will deal with any concerns **you** may have as quickly as **we** can, and wherever possible within 8 weeks of receiving **your** complaint as required by the Financial Conduct Authority.

Once **you** have received **your** final response from **us**, and if **you** are still not satisfied, **you** have the right to refer **your** complaint to:

The Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square, London E14 9SR

Telephone: 0300 123 9 123 **or** 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the Financial Ombudsman Service cannot consider complaints.

A leaflet detailing **our** full complaints/appeals process is available on request.

17. DATA PROTECTION

We collect, store and use the following personal information supplied by **you** during the formation and performance of **your policy**:

- (a) **Your** name and contact details;
- (b) Information in relation to **your policy**;
- (c) Information about any claims **you** make under **your policy**;
- (d) Information on the device covered under **your policy**;
- (e) Feedback on the services **we** provide to **you**; and
- (f) Records of any correspondence or details of any conversation between **you** and **us**.

We are required to have a "legal lawful basis" for using **your** personal information, which means that **we** must have a legal justification for collecting, using and storing **your** personal information. **We** need to handle and use **your** personal information to be able to provide you with and administer **your policy**; therefore our processing of **your** personal data is necessary for the performance of the services set out under **your policy**. We will also use your personal information where it is necessary for our legitimate interests or the legitimate interests of others. Our legitimate interests are to carry out policy administration, customer services, claims management and fraud prevention. We may also use your personal information if necessary for complying with our legal obligations.

In connection with the above purposes, **we** will share **your** personal information with the insurer, our administrator and sub-contractors who help **us** administer **your policy**. **You** can

choose whether or not to provide the above information but if **you** decide not to, **we** may be unable to provide the services as set out under **your policy**. **We** will keep the information about **you** which **we** hold for such period of time as required and permitted by law and the insurer, insofar as it is necessary for these purposes.

We may transfer **your** personal data to countries outside the European Economic Area. Where **we** do so, **we** will ensure that similar standards of protection is afforded to it. This can be done in a number of different ways, for example: (a) only transferring **your** personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission; (b) using specific contracts approved by the European Commission with recipients giving personal data the same protection it has in Europe; or (c) if **we** are transferring personal data to the US, ensuring the recipient is a part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US. **You** may request for information about any international transfers of personal data by **us** outside the European Economic Area by contacting **us** using the details below.

You have a number of legal rights in relation to the information **we** hold about **you** including a right of notice, access, data-portability, rectification, restriction of processing, erasure, and an objection right. **You** may exercise these rights at any time by submitting **your** request in writing to Unit 1.02 Enterprise House, 1-2 Hatfields, London, SE1 9PG United Kingdom or by sending an email to privacy@squaretrade.com. Please note that the rights are not absolute and are subject to the limitations of local applicable law. If we are unable to comply with your request, we will explain why this is the case.

If you are not satisfied with **our** use of **your** personal information, **our** response to any exercise of **your** rights set out above, or if **you** believe **us** to be in breach of our data protection obligations, **you** have a right to complain to the Information Commissioner's Office (www.ico.org.uk).

18. PREMIUM

The insurance **premium** for the **insured item** will be stated at the time of sale. **We** will confirm **your** premium and deductible in **your certificate of insurance**.

Monthly Premiums

Monthly Premiums are payable monthly in advance to us on the same day every month. The first premium payment will be charged when your order is processed by Amazon EU Sàrl and/or its affiliates ("Amazon"). Subsequent premium payments will be processed on a monthly basis by Amazon in accordance with Amazon's published terms and conditions. Each premium paid will cover **you** for one month and your cover will be renewed automatically for subsequent months unless **you** have cancelled the policy previously or it has expired. In case of non-payment of any premium, **you** will have 14 days to remedy this. If **your** premium is successfully collected within such 14 day period, **your** policy will continue, otherwise your policy will be cancelled and **you** will no longer have insurance cover your mobile device.

This insurance is mediated by SquareTrade Limited, which is authorized and regulated by the FCA (No. 538538) in the United Kingdom. Registered office: Unit 1.02 Enterprise House, 1-2 Hatfields, London, SE1 9PG, United Kingdom.

The insurer is Starr Insurance (Europe) Limited (Company number: 9654797) which is authorised by the PRA and regulated by the PRA and the FCA (No. 676783) in the United Kingdom. Registered office: 30 Fenchurch Avenue, London EC3M 5AD, United Kingdom.

To check the FCA and PRA registrations, see <http://www.fca.org.uk/register> or call +44 20 7066 1000.

STARR
COMPANIES