

# Electrical Product Insurance

## Insurance Product Information Document

**Company:** Starr International (Europe) Limited, registered office at 30 Fenchurch Avenue, London EC3M 5AD, United Kingdom. Authorised by the Prudential Regulation Authority ("PRA") The Financial Conduct Authority ("FCA") and the PRA under Registered number 676783

**Product:** SquareTrade Insurance Policy

The following information is an overview of the insurance for accidental damage and mechanical and electrical breakdown cover for insured items purchased from Amazon. This information does not contain the full terms and conditions of the contract. These can be found in your policy documentation or by contacting SquareTrade Customer Care on 0203 936 5381 or emailing [service@squaretrade.co.uk](mailto:service@squaretrade.co.uk).

### What is this type of insurance?

This insurance covers you for accidental damage and, to the extent not covered by a manufacturer's warranty, mechanical and electrical breakdown to the insured item stated in your certificate of insurance.



#### What is insured?

- ✓ Accidental damage to your insured item
- ✓ Mechanical and electrical breakdown to your insured item
- ✓ Cover is for 3 successful claims during any 12 month period during the period of cover
- ✓ The maximum value of any claim is £5,000



#### Are there any restrictions on cover?

This insurance does not cover:

- ! The cost of any deductible stated on your certificate of insurance
- ! The cost of replacement or reinstatement of data, software, information or music stored on any insured item
- ! Losses suffered as a result of not being able to use the insured item or for losses other than the replacement cost of the insured item
- ! The costs of routine maintenance, modification, servicing, inspection or cleaning
- ! Costs due to your failure to follow the manufacturer's instructions or installation guidelines
- ! Mechanical and electrical breakdown covered by a manufacturer's warranty
- ! Costs incurred as a result of war, terrorism, act of foreign hostilities, social disturbance, or contamination by nuclear radiation
- ! Damage or breakdown where the serial numbers have been removed or altered
- ! The insurer will not provide cover if this would expose it to any sanctions, prohibition or restriction



#### What is not insured?

- ✗ Lost and theft
- ✗ Intentional, reckless or abusive conduct
- ✗ Cosmetic damage
- ✗ Damage that does not affect the ability to use the insured item as intended
- ✗ Mechanical and electrical breakdown or accidental damage caused by: abuse, misuse or lack of reasonable care; severe weather; accessories or peripherals that were not part of the original installation; software or programming; or any form of electronic virus
- ✗ Damage caused by wear and tear



## Where am I covered?

- ✓ You are covered on a worldwide basis, including while travelling outside your country of residence. Repairs will only be shipped from and to addresses on the UK mainland. Replacement products will only be sent to addresses on the UK mainland or, in the case of mobile phones, on the UK mainland, islands or remote locations in the UK or in a country in the European Union.



## What are my obligations?

- You must not provide information that is untrue or misleading in response to any question asked when you take out cover or make a claim.
- 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.
- You must inform us of any accidental damage or mechanical or electrical breakdown as soon as possible after discovering that your insured item has been damaged or developed a fault.



## When and how do I pay?

- If you have a twelve (12), twenty-four (24), thirty-six (36) or forty-eight (48) month period policy, the premium is due in full in advance. Your premium payment will be charged when your order is processed by Amazon EU S.à.r.l. and/ or its affiliates.
- If you have a continuous policy, the premium is due on the same day each month in advance. The first premium payment will be charged when your order is processed by Amazon EU S.à.r.l. and/ or its affiliates ("Amazon"). Subsequent premium payments will be processed on a monthly basis by Amazon up to a maximum policy period of sixty (60) months for mobile phones, tablets, laptops and handheld games consoles or eighty-four (84) months for all other products or the end date if earlier.



## When does the cover start and end?

- If you have a twelve (12), twenty-four (24), thirty-six (36) or forty-eight (48) month period policy, cover starts from the date stated in your certificate of insurance and will end on the date stated in your certificate of insurance unless it is cancelled earlier by you or the insurer.
- If you have a continuous policy, cover starts from the date stated in your certificate of insurance and will continue subject to you paying the premium each month up to a maximum period of sixty (60) months from the start date for mobile phones, tablets, laptops and handheld games consoles or eighty-four (84) months for all other products.



## How do I cancel the contract?

You have the right to cancel this policy at any time during the period of cover. You can cancel this policy through your Amazon account. For a continuous policy, please go to [amazon.co.uk/yms](https://amazon.co.uk/yms), select "Manage Subscription" under your SquareTrade policy and you can cancel under "Advanced Controls". For all other policies, please go to My Orders and you can cancel your policy here. You can also contact SquareTrade to cancel your policy. You can write to them at Customer Services Department, SquareTrade Limited, 5 Golden Square, London, W1F 9BS, United Kingdom, email them at [service@squaretrade.co.uk](mailto:service@squaretrade.co.uk) or call them on 0203 936 5381.

If you cancel your policy within the first thirty (30) days after you have received your policy documentation for a continuous policy or within forty-five (45) days after you have received your policy documentation for all other policies, we will give you a full refund of any premium you have paid provided that you have made no claims under your policy.

If you cancel your policy any time after the above thirty (30) day period for a continuous policy

- you will have no further liability to pay us any premium once your policy has been cancelled and you will receive a full refund of the payment collected for the month in which you request cancellation.

If you cancel your policy at any time after the above forty-five (45) day period for all other policies:

- If you have a twelve (12), twenty-four (24), thirty-six (36) or forty-eight (48) month period policy, we will give you a partial refund of your premium provided that you have made no claims under your policy. This partial refund will be calculated as a proportion of the premium that you paid based on the number of full days remaining during your period of cover at the date of cancellation.

## 1. THE INSURANCE

We are delighted to welcome **you** as a **SquareTrade** insurance customer.

This policy is a contract of insurance between **you** and the **insurer**. Where it refers to **us**, **we** are acting on behalf of the **insurer**.

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 and electrical breakdown** (to the extent not covered by a manufacturer's warranty) 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.

**Your** policy may be for a twelve (12), twenty-four (24), thirty-six (36) or forty-eight (48) month period, or it may be continuous, subject to **your** payment of **premium** each month, up to a maximum period of sixty (60) months for mobile phones, laptops, tablets and handheld games consoles or eighty-four (84) months for all other categories of **insured item**. Your **certificate of insurance** will state which period **you** have chosen.

**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](http://www.squaretrade.co.uk).

Alternatively, **you** can also contact **us** for general enquiries or claims by any one of the following:

In writing (and addressed to the relevant department below):

For general enquiries: Customer Services Department

For claims: Claims Department

Address: SquareTrade Limited, 2nd Floor, 5 Golden Square, London, W1F 9BS, United Kingdom

By phone: Call **us** on 0131 203 3074. Lines are open 8am to 9pm Monday - Friday and 9am to 6pm Saturday - Sunday, closed Public Holidays. To improve the quality of our service, **we** will be monitoring and recording all telephone calls.

By email at [service@squaretrade.co.uk](mailto:service@squaretrade.co.uk)

To make a complaint:

In Writing addressed to: Director - Customer Experience & Service, Limited, 2nd Floor, 5 Golden Square, London, W1F 9BS, United Kingdom

By Telephone: 0131 203 3074

By Email: [complaints@squaretrade.co.uk](mailto:complaints@squaretrade.co.uk)

Online: Where you purchased your policy

If **you** wish to cancel **your** policy, please do so through your Amazon account. For a continuous policy, please go to [amazon.co.uk/yms](http://amazon.co.uk/yms), select "Manage Subscription" under **your SquareTrade** policy and **you** can cancel under "Advanced Controls". For all other policies, please go to My Orders and **you** can cancel **your** policy there.

## 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 or theft; intentional, 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 sent electronically to **you** at the time of purchase with the policy document;

**"cosmetic damage"** means dents, scratches, screen cracks that do not obscure the viewing pane, or other damage which does not affect the functionality of the **insured item**;

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

**"end date"** means the date this insurance cover ends, in accordance with Section 14 of this policy;

**"insured item"** means the **insured item** which **you** purchased, and which is identified in the **certificate of insurance** as being 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, with company number 9654797. Starr International (Europe) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registered number 676783;

**"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**;

**"premium"** means the sum(s) payable by **you** as shown in the **certificate of insurance** for insurance cover under this policy including all applicable taxes;

**"reconditioned"** means an insured item that has been refurbished to the manufacturer's standards;

**"we, us, our, administrator, SquareTrade"** means SquareTrade Limited, the manufacturer and administrator of this policy (acting as an insurance agent on behalf of the Insurer), whose registered office address is at 5 Golden Square, London, W1F 9BS, United Kingdom. Company No. 07165194. **SquareTrade** is authorised and regulated by the Financial Conduct Authority under registered number 538538. **SquareTrade** is part of the US insurance group Allstate Corporation;

**"you, your"** means the person named as the "Policyholder" 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 policy may only be purchased at the same time as the **insured item** for a continuous policy. For all other policy types, they can be purchased within 30 days of the insured item sale.

This policy only applies to an insured item which is new or Amazon Certified Refurbished from Amazon EU S.a.r.l.

- This policy only applies to an **insured item**. This policy does not apply to any other item.

- You** must be over 18 years of age to take out this policy.

- This policy is limited to an **insured item** purchased by a resident of the United Kingdom.

## 5. PREMIUM

The **premium** for the **insured item** will be communicated to **you** in good time before **you** purchase this policy. **We** will confirm **your premium** in **your certificate of insurance**.

If **you** have a twelve (12), twenty-four (24), thirty-six (36) or forty-eight (48) month period policy, the **premium** is due in full in advance. **Your premium** payment will be charged when your order is processed by Amazon EU S.a.r.l. and/ or its affiliates ("**Amazon**") in accordance with **Amazon's** published terms and conditions. In case of non-payment of any **premium**, **you** will have fourteen (14) days to remedy this. If **your premium** is successfully collected within such a fourteen (14)-day period, **your** policy will continue, otherwise the **insurer** will be entitled to immediately cancel **your** policy, and **you** will no longer have insurance cover on **your insured item**.

If **you** have a continuous policy, the **premium** is due on the same day each month in advance. The first **premium** payment will be charged when **your** order is processed by Amazon EU S.a.r.l. 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. **Your** policy will continue subject to **your** payment of **premium** each month, up to a maximum period of sixty (60) months for mobile phones, laptops, tablets and handheld games consoles or eighty-four (84) months for all other categories of **insured item** or the **end date** if earlier. In case of non-payment of any **premium**, **you** will have fourteen (14) days to remedy this. If **your premium** is successfully collected within such a fourteen (14)-day period, **your** policy will continue, otherwise the **insurer** will be entitled to immediately cancel **your** policy, and **you** will no longer have insurance cover on **your insured item**.

This policy is manufactured and administered by SquareTrade Limited, which is authorised and regulated by the Financial Conduct Authority (No. 538538) in the United Kingdom. Registered office: 5 Golden Square, London W1F 9BS, United Kingdom.

The **insurer** is Starr Insurance (Europe) Limited (Company number: 9654797) which is authorised by the Prudential Regulatory Authority and regulated by the Prudential Regulatory Authority and the Financial Conduct Authority (No. 676783) in the United Kingdom. Registered office: 30 Fenchurch Avenue, London EC3M 5AD, United Kingdom. To check the Financial Conduct Authority and Prudential Regulatory Authority registrations, see <http://www.fca.org.uk/register> or call +44 207 066 1000.

## 6. HOW THE SERVICE WORKS

### Making a claim

If during the **period of cover** **your insured item** suffers **accidental damage** or develops a **mechanical and 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 the **accidental damage** or the **mechanical and electrical breakdown**. **We** will initially attempt to help **you** resolve any problem **you** are experiencing.

If **we** are unable to resolve **your** issue through troubleshooting **we** will confirm the details of **your** 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**.

If **your** claim is approved by **our** Claims Department:

- i. **we** may determine that it is not economic to repair **your insured item**, in which case **you** will be offered a replacement product, a cash settlement or an Amazon gift card at **our** choosing. If **we** request it, **you** will need to send your original **insured item** back to us. In all other cases, **you** will be responsible for disposing of **your insured item**; or
- ii. **we** will initially attempt to repair **your insured item**. If **we** are unable to repair the **insured item**, or it is not economic to do so in our opinion, **you** will be offered a replacement product, a cash settlement or an Amazon gift card at **our** choosing. The original **insured item** will not be returned to **you**.

Further information on how **we** will repair and/or replace **your insured item** or calculate the amount of a cash settlement or an Amazon gift card is set out below.

#### Paying a deductible

**Your certificate of insurance** will state whether a deductible applies to **your** policy. If a **deductible** applies, **your** claim cannot be approved until payment of that **deductible** 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 an 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 an insured item

If a repair is approved by **our** Claims Department, **we** will make the necessary arrangements for **your insured item** to be repaired.

If **your insured item** is a television, **we** will arrange for an authorised local repairer to attend at **your** address on the UK mainland. If the incident is covered by this policy we will settle the cost of the repair directly wherever possible.

In all other cases, **you** will need to send **your insured item** to **us** for repair at **our** depot. **We** will arrange shipping from and to an address on the UK mainland and advise **you** of the process at the point of claim. Prior to shipping **you** must ensure that all access restrictions on the **insured item** have been removed (e.g. passcodes, or Find My iPhone). Servicing will take no more than eight (8) working days including transportation time (no more than four (4) working days in the case of mobile phones). **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**, or it is not economic to do so in our opinion, **we** will inform **you** within one (1) working days and **you** will be offered a replacement product, a cash settlement or an Amazon gift card at **our** choosing. How **we** replace an **insured item** or calculate the amount of a cash settlement or an Amazon gift card is set out below. 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 **insured item** due to password or other access restrictions, the **insured item** will be returned unrepaired to **you**, or destroyed at **your** request.

**We** provide a six (6) month warranty for repairs. **You** must check that the repaired item is fully functional when **you** receive it. If the **insured item** is still faulty, **you** must inform **us** 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 insured item** during repair. **We** recommend that **you** backup all such data prior to taking **your insured item** to an authorised local repairer or sending **your insured item** to **us**.

**We** provide a two (2) year warranty for a replacement product provided in place of an **insured item**.

#### How we replace an insured 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**.

Mobile phones: If **your** claim is approved before 20:30 Monday to Friday or before 14:30 GMT on Saturday a replacement device will be delivered the next working day to an address on the UK mainland, on an island or remote location in the UK or in a country in the European Union that **you** have indicated to us. If **you** claim after 14:30 GMT on Saturday or public holiday, **you** should expect to receive your replacement in two (2) working days for an address on the UK mainland. If **you** request delivery to an address on an island or remote location in the UK or to a country in the European Union **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.

Other **insured items**: If **your** 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 (2) working days. **You** are not able to request delivery to an alternative address which is not on the UK mainland. **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.

Replacements: if **we** request it, **you** will need to send **your** original **insured item** back to **us** with all access restrictions disabled within fourteen (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. In this case, the original device will become **our** property. If **you** do not do this when requested, 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**. If **we** do not request that **you** send your original device back to **us**, **you** will be responsible for its disposal.

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

#### Other settlement

In certain circumstances **you** will be able to choose between a replacement product, a cash settlement or an Amazon gift card to settle **your** claim under this policy.

The cash settlement or Amazon gift card 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 as **your insured item**.

## 7. MAXIMUM COVERAGE

The maximum number of claims under this policy is limited to three (3) successful claims during any twelve (12) month period during the **period of cover**.

When **you** have made **your** third (3rd) successful claim during a twelve (12) month period, **you** will not be able to make another successful claim until the end of the twelve (12) month period commencing on the date of notification to **us** of **your** first (1st) successful claim. If this happens, **you** can choose to cancel **your** policy in accordance with Section 12 of this policy; however, **we** will not subsequently reinstate **your** cover for the same **insured item**.

The maximum value of a claim under this policy is £5000.

## 8. WORLDWIDE COVER

**Your insured item** is covered while **you** are travelling outside of **your** country of residence. However, repairs and replacements will be carried out in accordance with Section 6 of this policy. This sets out where an **insured item** can be shipped from and to for repair and where replacement products can be delivered to.

## 9. TRANSFERS

If you transfer ownership of an insured item to another person this policy can be transferred to them by calling us on 0131 203 3074.

You cannot transfer this policy to another insured item.

## 10. GENERAL EXCLUSIONS

**Your insured item** is not covered for:

- i. the cost of a **deductible** stated on **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 or 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 item**;
- v. costs or losses suffered as a result of not being able to use the insured item or any costs or losses other than the replacement cost of the insured item;
- vi. damage which does not affect the ability to use the insured item as intended;
- vii. damage caused by wear and tear;
- viii. costs of routine maintenance, modification, servicing, inspecting or cleaning;
- ix. costs due to **your** failure to follow the manufacturer's instructions or installation guidelines;
- x. **mechanical and electrical breakdown** or costs covered under a manufacturer's warranty;
- xi. 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;
- xii. damage or breakdown where the serial numbers have been removed or altered;
- xiii. any **claim mechanical and electrical breakdown or accidental damage** for which **you** claim outside the **period of cover**; or
- xiv. replacement costs due to loss of the **insured item**.

The **insurer** shall not provide cover, and shall not be liable to pay any claim or provide any benefit under this policy, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **insurer** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or United States of America.

## 11. 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 sixty (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** sixty (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 your policy in accordance with Section 12 of this policy.

## 12. YOUR RIGHT TO CANCEL

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

### Cancellation in the cooling off period

If **you** change **your** mind about **your** policy **you** can cancel this through **your** Amazon account. **You** must do this within the first thirty (30) days after **you** have received **your** policy documentation for a continuous policy or within forty-five (45) days after **you** have received **your** policy documentation for all other policies. For a continuous policy, please go to [amazon.co.uk/yms](https://amazon.co.uk/yms), select "Manage Subscription" under your SquareTrade policy and **you** can cancel under "Advanced Controls". For all other policies, please go to My Orders and **you** can cancel **your** policy here. **You** can also contact **us** to cancel **your** policy using **our** contact details set out in Section 2 of this policy. In either case, **we** will then immediately cancel **your** policy and give a full refund of any **premium you** have paid provided that **you** have made no claims under **your** policy. If **you** have successfully claimed under **your** policy in the first thirty (30) days for a continuous policy or first forty-five (45) days for all other policies, **you** will not be due any refund of **premium you** have paid.

### Cancellation after the cooling off period

If **you** wish to cancel **your** policy at any time after the above thirty (30) day period for a continuous policy or above forty-five (45) for all other policies, **you** can do this through **your** Amazon account. For a continuous policy, please go to [amazon.co.uk/yms](https://amazon.co.uk/yms), select "Manage Subscription" under **your** SquareTrade policy and **you** can cancel under "Advanced Controls". For all other policies, please go to My Orders and **you** can cancel **your** policy here. **You** can also contact **us** to cancel **your** policy using **our** contact details set out in Section 2 of this policy. In either case, **we** will then cancel **your** policy:

- (i) immediately if **you** have a twelve (12), twenty-four (24), thirty-six (36) or forty-eight (48) month period policy; or
- (ii) with effect from the end of the preceeding month if **you** have a continuous policy, in which case we will provide **you** with a full refund of any premium payment collected that relates to the month in which **you** request cancellation.

If **you** have a twelve (12), twenty-four (24), thirty-six (36) or forty-eight (48) month period policy, **you** will be entitled to a partial refund of **your premium** on cancellation provided that **you** have made no claims under **your** policy. If **you** have successfully claimed under **your** policy, **you** will not be due any refund of **premium you** have paid. This partial refund will be calculated as a proportion of the **premium** that **you** paid based on the number of full days remaining during **your period of cover** at the date of cancellation.

If **you** have a continuous policy, **you** will have no further liability to pay **us** any **premium** once **your** policy has been cancelled but **you** will not be due any refund of **premium you** have paid.

## 13. THE INSURER'S RIGHT TO CANCEL

- i. The **insurer** may cancel **your** policy immediately:
  - (a) 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
  - (b) where necessary to comply with any applicable laws or regulations; or
  - (c) where **you** have failed to pay the **premium** due in accordance with Section 5 of this policy.
- ii. If the **insurer** cancels **your** cover as a result of this Section 13 (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 13 (i) (b), and **you** have a twelve (12), twenty-four (24), thirty-six (36) or forty-eight (48) month period policy, **you** will be entitled to a partial refund of **your premium** provided that **you** have made no claims under **your** policy. If **you** have successfully claimed under **your** policy, **you** will not be due any refund of **premium you** have paid. This partial refund will be calculated as a proportion of the **premium** that **you** paid based on the number of full days remaining during **your period of cover** at the date of cancellation. If **you** have a continuous policy, **you** will have no further liability to pay **us** any premium once **your** policy has been cancelled but **you** will not be due any refund of **premium you** have paid.
- iii. 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 13 (i) (a) applies.
- iv. Cancellation of **your** policy will not affect **your** entitlement to claim for any event occurring before the date of cancellation, except where Section 13 (i) (a) applies.

## 14. PERIOD OF COVER

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

**Your** policy may be for a twelve (12), twenty-four (24), thirty-six (36) or forty-eight (48) month period, or it may be continuous, subject to **your** payment of **premium** each month, up to a maximum period of sixty (60) months for mobile phones, laptops, tablets and handheld games consoles or eighty-four (84) months for all other categories of **insured item**. **Your certificate of insurance** will state which period you have chosen.

**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 12 of this policy document;
- iii. the date the **insurer** cancels **your** insurance in accordance with Section 13 of this policy document;
- iv. if **you** have a twelve (12), twenty-four (24), thirty-six (36) or forty-eight (48) month period policy, the end of that **period of cover** as stated in **your certificate of insurance**; or
- v. if **you** have a continuous policy, the end of the maximum **period of cover** of sixty (60) months for mobile phones, laptops, tablets and handheld games consoles or eighty-four (84) months for all other categories of **insured item** as stated in **your certificate of insurance**.

**You** will not be covered for any new claim arising on or after the **end date**. This policy will not be renewed or extended unless otherwise agreed by **us**.

## 15. 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](http://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 policy together with other information relating to the claim may be shared with other **insurers** in order to prevent fraudulent claims.

## 16. COMPLAINTS

Step 1:

**SquareTrade** aims to provide the highest quality of service to our customers at all times. **We** understand that things do not always go to plan and there may be times when **you** feel **we** have let **you** down. If this happens, please contact **us** by using the contact details set out in Section 2 of this policy. **We** will do **our** best to put things right quickly and fairly.

What happens next?

**We** aim to send out a written Summary Resolution Communication to **you** if the complaint can be resolved within 3 business days otherwise **we** will acknowledge **your** complaint within 5 business days. **We** will keep **you** updated on **your** complaint and by the end of 8 weeks **we** will provide **you** a written final response.

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, London E14 9SR. Telephone: 0300 1239 123 or 0800 023 4567, E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), Website: [www.financial-ombudsman.org.uk](http://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 handling procedure 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 **insured item** 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** 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 a 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 are 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 5 Golden Square, London, W1F 9BS, United Kingdom or by sending an email to [privacy@squaretrade.com](mailto: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](http://www.ico.org.uk)).

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01/10/2021

**STARR**  
COMPANIES