

## 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 rolling monthly, subject to **your** payment of **premium** each month, up to a maximum period of sixty (60) months for mobile phones, laptops and tablets 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/amazon/](http://www.squaretrade.co.uk/amazon/). 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 as 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 0203 936 5381. 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 us at [service@squaretrade.co.uk](mailto:service@squaretrade.co.uk)

To make a complaint:

Where your complaint relates exclusively to the sale process for the insurance via Amazon's website only: Please inform AEU by visiting their [customer help page](#). If your complaint is not resolved to your satisfaction by AEU, you may within 6 months of their final decision refer the matter to the Financial Ombudsman Service, the details of which are included in Section 15 of this policy.

- For all other complaints relating to the insurance, including in relation to claims:

In Writing and addressed to: Director - Customer Experience & Service

**SquareTrade** Limited, 2nd Floor, 5 Golden Square, London, W1F 9BS, United Kingdom By Telephone: 0203 936 5381

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

Should **you** wish to cancel **your** policy, visit 'Your Orders' within your Amazon account. Locate the policy order and follow the process for a 'Return Request'.

## 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**. This does not include **accidental damage** that has been caused by the supply of services such as electricity, gas, water or broadband. 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;

**"AEU"** means Amazon EU S.a.r.l., a private limited liability company (société à responsabilité limitée) registered with the Luxembourg Register of Commerce and Companies under number B101818 whose registered office is 38 Avenue John F. Kennedy, L-1855 Luxembourg and whose UK branch is 1 Principal Place, Worship Street, London, EC2A 2FA. AEU is authorised and regulated by the Financial Conduct Authority to act as an insurance intermediary in the UK. AEU is included in the UK Financial Services register, under reference number 746485.

AEU, in its capacity as a broker, is acting on your behalf when facilitating insurance arrangements connected to sale of the **insured item** to **you** in the marketplace but only provides information in relation to the insurance arrangements and does not give any personal recommendation or advice on insurance products sold on the marketplace. **You** do not pay a fee for AEU's brokerage services. AEU receives a commission from the **insurer** which is a percentage of the insurance premium.

**"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**;

**"excess"** 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 13 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;

**"severe weather"** weather conditions that may pose a risk of harm: extreme heat, blizzards and lightning. Accidental electrical and mechanical damage is covered where the weather conditions are considered standard.

**"period of cover"** means the length of time that this policy applies for as shown in the certificate of insurance and from the expiration of any manufacturers guarantee;

**"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 rolling monthly 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 Renewed from AEU.

- 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 (excluding the Isle of Man and the Channel Islands).

## 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 AEU 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 rolling monthly 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. Subsequent **premium** payments will be processed on a monthly basis by **Amazon**[/AEU] in accordance with **Amazon's**[/AEU] 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 and tablets 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**.

## 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** (to the extent not covered by a manufacturer's warranty) **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 endeavor 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:

- 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 of 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
- 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 of our choosing. The original insured item will not be returned to you.
- If there is a recurring issue with **your** repaired device following the 3rd repair within a twelve (12) month **period** **your** device will be replaced with a **reconditioned** device or equivalent, without any additional fees and with the **excess** fee waived and the insurance policy will terminate.

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 AN EXCESS

**Your certificate of insurance** will state whether an excess applies to **your** policy. If an **excess** applies, **your** claim cannot be approved until payment of that **excess** is completed. This must be paid at the

point of claim using a payment card. If the replacement product's value is less than the amount of the **excess**, **we** will reduce the **excess** to an amount no more than the cost of the replacement. Depending on the **excess** 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.

**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. Failure to disable Find My iPhone or activation lock equivalents after being prompted will result in **your insured item** being returned to **you** unrepaired and the Excess being refunded.

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 of 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.

**We** will repair the **insured item** only with original spare parts.

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 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 prepaid 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. For whatever reason, **you** do not hand over the original **insured item** when requested, if a device with a different IMEI number is handed over or if the device is provided with a possible lock or **you** fail to disable Find My iPhone, this may result in the price of the replacement device being 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.

If **your insured item** is in transit to or from a repairer **you** will not be liable for any damage which occurs in this period.

**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 the purchase price of **your original insured item**.

**7. MAXIMUM COVERAGE**

The maximum number of claims under this policy is limited to three (3) successful claims (repairs and replacements cumulatively) during any twelve (12) month period during the **period of cover**. When **your** insured item has been successfully repaired for the third (3rd) time, or successfully replaced one (1) time, over a twelve (12) month **period**, **you** will not be able to make another request for repairs or replacement until the end of the twelve (12) month **period**, commencing on the date of notification to us of your first (1st) successful **claim**.

**Your** policy will **terminate** if a replacement or **reconditioned** device has been provided.

The maximum value of each 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. GENERAL EXCLUSIONS**

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

- i. the cost of an **excess** 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) weather conditions that may pose a risk of harm: extreme heat, blizzards and lightning,
  - (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, including any manufacturer recall of the product;
- 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

**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 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.

**11. 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 rolling monthly policy or within forty-five (45) days after the expected delivery date. For a rolling monthly policy, please go to 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 rolling monthly policy or first forty-five (45) days for all other policies, **you** will not be due any refund of **you** have paid.

**CANCELLATION AFTER THE COOLING OFF PERIOD**

Should **you** wish to cancel **your** policy, visit 'Your Orders' within your Amazon account. Locate the policy order and follow the process for a 'Return Request'. **You** can 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 preceding month if **you** have a rolling monthly 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 rolling monthly policy, **you** will have no further liability to pay **us** any **premium** once **your** policy has been canceled but **you** will not be due any refund of the premium **you** have paid.

## 12. 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 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), 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 the **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 monthly policy, **you** will have no further liability to pay **us** any premium once **your** policy has been canceled but **you** will not be due any refund of the 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 12 (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 12 (i) (a) applies.

## 13. 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 monthly, subject to **your** payment of **premium** each month, up to a maximum period of sixty (60) months for mobile phones, laptops and tablets 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 11 of this policy document;
- iii. the date the **insurer** cancels **your** insurance in accordance with Section 12 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 monthly policy, the end of the maximum **period of cover** of sixty (60) months for mobile phones, laptops, and tablets 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**.

## 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](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.

### vi. Limitation in time between the claim and occurrence of the risk.

**You** can make a claim after the end of your policy period for damage that occurred during the policy period provided that such claims are made (i) in accordance with these terms and conditions and (ii) within a maximum 14 days from the date of the damage occurring Under Section 13A of the Insurance Act 2015 **You** have a legal right to enforce prompt payment of insurance claims, in a reasonable time period. Any action that **You** may have for a breach of a term of this contract (including a breach of the rights under the Insurance Act) is subject to the limitation period under the Limitation Act 1980, and, subject to Section 14.vi can only be brought within a year of the date on which the insurer has paid out all claims or otherwise six years from the date on which the cause of action accrued.

### vii. Change of address

In the event that your address changes from the one you have provided at the inception of this contract contact **us** as soon as reasonably possible to notify **us** of your change in circumstances.

## 15. COMPLAINTS

SquareTrade Limited (**SquareTrade**) aims to provide the highest quality of service to **our** customers at all times. We understand that things don't always go to plan and there may be times when **you** feel we've let you down. If this happens, please contact us by using the contact details set out in Section 2 of this policy noting that complaints relation to the sale process for the insurance on Amazon's website only should be directed to AUE. All other complaints should be addressed to SquareTrade. We'll 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** or AEU, 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.

## APPEALS

If **you** remain unsatisfied with the decision of the Office of the Arbiter for Financial Services, then an appeal can be lodged with the Court of Appeal (Inferior Jurisdiction) within 20 days from the date when the decision is notified to **you**. This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the Office of the Arbiter for Financial Services cannot consider complaints. A leaflet detailing our full complaints handling procedure is available on request.

## 16. 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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