

THE INSURANCE

We are delighted to welcome **you** as a SquareTrade Limited Extended Warranty customer. Subject to the terms and conditions set out below, **you** are covered for the replacement of **your insured item** in the event of **mechanical or electrical breakdown** after the expiration of any manufacturer guarantee. **You** are also covered against **accidental damage** during the **period of cover**.

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.

1. CONTACTS

As there may be times when **you** need to get in touch with **us**, we have put **our** contact details in this Section so that they are easy to find.

If **you** need to speak to **us**, please call **us** on 020 3356 6205.

Lines are open 365 days a year, 7.00am to 9.00pm GMT.

To improve the quality of **our** service, **we** will be monitoring and recording some telephone calls.

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
48 - 54 Charlotte Street
Charlotte Street
London
W1T 2NS
United Kingdom

2. 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 functionality of the **insured item**;

"**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**;

"**end date**" means the date this insurance cover ends, in accordance with Section 12 of this policy document;

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

"**insurer**" means Pinnacle Insurance plc, the underwriter of this policy, whose registered office address is Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX. Company No. 1007798. Pinnacle Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority;

"**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 replacing;

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

"**premium**" means the single sum payable by **you** for insurance cover under this policy;

"**refurbished**" means a device refurbished to the manufacturer's standards;

"**we, us, our, administrator**" means SquareTrade Limited which is the administration provider of this policy, whose registered office address is 48 - 54 Charlotte Street, Charlotte Street, London W1T 2NS, United Kingdom. Company No. 7165194. SquareTrade Limited is authorised and regulated by the Financial Conduct Authority under registered number 538538;

"**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 insurance contract.

3. ELIGIBILITY

- i. this insurance must have been purchased at the same time as the **insured item** or within 30 days of purchase;
- ii. this insurance only applies to items purchased as new or **refurbished** items supplied by Amazon under this insurance. There is no new cover for items described as 'used' or 'second-hand';
- iii. **you** must be over 18 years of age to take out this insurance cover; and
- iv. this insurance is limited to **insured items** purchased by residents of England, Scotland, Wales, and Northern Ireland.

4. HOW SERVICE WORKS

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 1 of this policy document within 30 days of discovering that **your insured item** is damaged or has developed a fault. **We** will initially attempt to troubleshoot the 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** will endeavour to make a decision on **your** claim at this time. If **we** require any additional information **we** will advise **you** during the call.

If a replacement is approved by **our** Claims Department, **we** may replace **your insured item** with a new or **refurbished** item of the same or similar specification. The replacement item may be a future version or edition of **your insured item**. 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**.

Broken Items: In order to receive a replacement item, **you** must provide valid credit card details. **You** will need to send **your** original item back within 30 days of receiving the replacement device using a pre-paid shipping label **we** provide. If **you** do not, the price of the replacement device will be deducted from **your** credit card.

We do not offer an option for repair of **your** device.

The replacement provided will have a 90 day manufacturer's warranty which will run from the date **you** receive the replacement item. Any claims made under the manufacturer's warranty will not affect **your** maximum coverage under this policy.

5. MAXIMUM COVERAGE

The maximum number of claims under this policy is limited to 3 replacements during the **period of cover**. When **you** have received **your** 3rd replacement, **your** policy will immediately end.

6. WORLDWIDE SERVICE

Your insured item is covered while **you** are travelling outside of England, Scotland, Wales and Northern Ireland, however, **we** will only send replacement items to addresses in England, Scotland, Wales, and Northern Ireland.

7. TRANSFERS

You may transfer this policy to another person however he/she must meet the eligibility criteria as set out in Section 3 of this policy.

To make a transfer, please contact **our** Customer Services Department by using the contact details as set out in Section 1 of this policy document. **We** will not pay for any transportation damage occurring whilst the **insured item** is being shipped to a new owner.

8. GENERAL EXCLUSIONS

Your insured item is not covered for any:

- i. cost for the replacement or reinstatement of any data, software, information or music stored on the **insured item**;

- ii. **mechanical and electrical breakdown or accidental damage** caused by:
 - a. abuse, misuse, neglect of the **insured item**;
 - b. the weather such as lightning, rain, 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;
- iii. 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**;
- iv. damage which does not affect the operation, function or safety of the **insured item**;
- v. cost for routine maintenance, modification, servicing, inspecting or cleaning;
- vi. costs due to **your** failure to follow the manufacturer's instructions or installation guidelines;
- vii. costs covered under the manufacturer's warranty;
- viii. costs incurred as a result of war, terrorism, act of foreign hostilities (whether war be declared or not), civil commotion, or contamination by nuclear radiation;
- ix. damage or breakdown where the serial numbers have been removed or altered;
- x. claim outside the **period of cover**; and
- xi. replacement costs due to loss or theft.

9. TERMS AND CONDITIONS

- i. The **insurer** may vary or waive **your** 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 30 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 30 days' notice.
- iii. If the **insurer** vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** can cancel as set out in Section 10 of this policy document.

10. YOUR RIGHT TO CANCEL

You have the right to cancel this insurance policy at any time during the **period of cover**.

- i. Within the "cooling off period" — if **you** decide to cancel **your** insurance policy, simply contact **us** within 45 days from receipt of **your** policy document. **We** will cancel **your** insurance policy and give a full refund of any **premium you** have paid within this period. If **you** have made a claim, no refund of **premium** will be payable.
- ii. Outside the "cooling off period" — if **you** decide to cancel at any time after the initial 45 days cooling off period, **we** will calculate **your** refund on a pro-rata basis for the period that **you** have been insured and refund the balance. If **you** have made a claim, no refund of **premium** will be payable.
- iii. For cancellations, please contact **us** by using the contact details in Section 1 of this policy document.

11. THE INSURER'S RIGHT TO CANCEL

- i. The **insurer** may cancel **your** policy immediately:
 - a. where there is evidence of dishonesty or exaggerated behaviour by **you** (or by someone acting on **your** behalf) in relation to the cover provided under this policy;
 - b. where **you** deliberately confirm something which is untrue or misleading in response to any question asked 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.
 - c. where **you** unintentionally confirm something which is untrue or misleading in response to any question asked when **you** take out cover under this policy which, if correctly represented at the time of application, would have caused the cover to be declined; or
 - d. where necessary to comply with any applicable laws or regulations.

If the **insurer** cancels **your** cover as a result of this Section 11 (i) (a) or (b), it will not return any **premium you** have paid. If the **insurer** cancels **your** cover as a result of this Section 11 (i) (c), it will return any **premium that you** have paid under this policy providing you have not made a claim. If the **insurer** cancels **your** cover as a result of this Section 11 (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 11 (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 11 (i) (a), (b) or (c) applies.

12. END DATE

Your policy will end at the earliest of the following:

- i. the date **you** are no longer a resident in England, Scotland, Wales, or Northern Ireland;
- ii. the date the **insurer** cancels **your** insurance in accordance with Section 11 of this policy document;
- iii. the date **you** cancel **your** insurance in accordance with the terms and conditions in this policy;
- iv. the expiry of the **period of cover**; or
- v. the date **you** receive **your** 3rd replacement.

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

13. GENERAL CONDITIONS

The cover under this policy applies only if the following conditions are met.

i. Fraud

If the **insurer** settles any claims as a result of dishonesty or exaggerated behaviour by **you** (or by someone acting on **your** behalf), **you** will no longer be entitled to any benefits under this policy and the **insurer** may demand that replacement item is returned. The **insurer** may take legal action against **you** for the return of the replacement item and may demand that **you** reimburse any costs incurred.

ii. English law

This policy is governed by English law. Any legal proceedings will be held in the courts of England and Wales unless **you** live in Scotland or Northern Ireland, in which case **you** will be entitled to commence legal proceedings in **your** local courts.

iii. Financial Services Compensation Scheme (FSCS)

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, and whether **you** can make a claim.
- v. The **insurer** has a regulatory 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.

14. COMPLAINTS

Step 1: The **administrator**, SquareTrade Limited's goal is to provide **you** 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: 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.

15. DATA PROTECTION

The details **you** supply to make **your** Extended Warranty purchase will be stored and used by the **administrator**, SquareTrade Limited. This information may be shared and exchanged with the **insurer** or other relevant third parties for the purpose of providing insurance and handling claims. **Your** personal details may be transferred outside the European Union. They will at all times be held securely and handled with the utmost care in accordance with all principles of United Kingdom law. **We** will never sell or rent **your** information.



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