

## POLICY DOCUMENT

### THE INSURANCE

**You** are covered against the repair or replacement cost of **Your Insured Item** in the event of **Mechanical or electrical breakdown** or **Accidental Damage** during the **Period of Cover**. **Accidental damage** cover is optional. Your **certificate of insurance** will indicate the start and end date of **accidental damage** cover if it is included. Please keep **your certificate of insurance** and **your order summary** in a safe place as these will be required in the event of a claim.

### DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this policy document.

1. **Administrator/We/Us/Our** – SquareTrade Limited
2. **Certificate of insurance** – the document attached to this policy document which defines the **period of cover** and **insured item**.
3. **Claim date** – the date **your insured item** suffers from accidental damage or breakdown.
4. **Insured item** – the purchased item as shown on **your certificate of insurance**.
5. **Insurer** – This insurance is underwritten 100% by Amtrust International Underwriters Limited. Registered in Ireland 169384, Registered Office: 40 Westland Row, Dublin 2, Ireland. Amtrust International Underwriters Limited is authorised and regulated by the Irish Financial Services Regulatory Authority and is licensed to operate in the United Kingdom by the Financial Services Authority.
6. **Mechanical or electrical breakdown** – the sudden and unforeseen failure of the **insured item** arising from any permanent mechanical or electrical defect causing sudden stoppage of its functions, necessitating immediate repair before normal operation can be resumed.
7. **Order summary** – the electronic mail receipt delivered to **you** after the purchase of the **insured item** confirming the purchase of the **insured item**.
8. **Period of cover** – the cover period defined on **your certificate of insurance**.
9. **Price** – means the amount **you** paid for the **insured item** at the date of purchase excluding any credit charges, interest charges or insurance costs.
10. **Start date** - the date **you** purchase the **insured item**.
11. **Territorial limits** – England, Scotland, Wales and Northern Ireland.
12. **You/your** - the person named on the **certificate of insurance**.

### COVER DESCRIPTION

**We** will provide the cover set out below whilst **you** are using the **insured item**, during the **period of cover**, within the **territorial limits**.

- A. **Optional Accidental Damage Cover** – If **your insured item** fails to operate as the result of an accident, and your **certificate of insurance** indicates that accidental damage is included, **we** will pay the repair costs up to the original **price you** paid for it.
- B. **Breakdown Cover** – At the expiry of any manufacturer's guarantee **we** will cover any repair costs if **your insured item** suffers a **mechanical or electrical breakdown**, up to the **price you** paid for it.

If it is not possible or proves uneconomical to repair **your insured item**, **we** will reimburse you for the replacement cost of the item up to the **price you** paid for the **insured item**. Reimbursement may be in the form of a cash settlement or a gift card from the merchant from which you bought the **insured item**.

### EXCLUSIONS

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

1. Any cost for the replacement or reinstatement of any data, software, information or music stored on the **insured item**.
2. Breakdown or accidental damage caused by:
  - a. Use of the **insured item** by anyone other than **you**, or **your** immediate family;
  - b. use in a commercial environment;

- c. not following the manufacturer's instructions;
  - d. abuse, misuse, neglect of the **insured item**
  - e. incorrect or faulty installation;
  - f. the weather such as lightning, rain, frost, flood and high winds;
  - g. accessories or peripherals that were not an integral part of the original installation;
  - h. any form of portable external storage media (not limited to but including computer tapes, diskettes, CD's, DVD's, hard drive, CD drive, DVD drive);
  - i. software or programming;
  - j. foreign objects or substances not associated with the product such as but not limited to coins, screws or keys;
  - k. any form of electronic virus;
3. Repair costs for:
- a. work which relates to a manufacturer's recall of the **insured item**;
  - b. damage to non working parts such as cabinet trim and fittings;
  - c. disposable/customer replaceable items such as batteries, styli, food baskets, dishwasher racks and baskets, vegetable boxes, door shelves, light bulbs (including rear projection television bulbs) or disposal bags;
  - d. cosmetic damage including scratching, chipping, staining, rust or corrosion which does not prevent **your insured item** from working;
  - e. the unblocking of drainage channels on refrigeration products;
  - f. lighting or adjusting the pilot light; adjustment to product controls;
  - g. cleaning or descaling **your insured item**;
  - h. repairs carried out by persons not authorised by **us**.
4. Any cost suffered as a result of not being able to use the **insured item** or any cost other than the repair or replacement cost of the **insured item**.
5. Any damage to **your insured item** which does not effect the operation, function or safety of the **insured item**.
6. Call out charges where a fault can not be found with the **insured item**.
7. Any cost relating to routine maintenance, adjustment, modification, or servicing.
8. Any cost for breakdown or accidental damage where **you** have failed to follow applicable legislation on the fitting of the **insured item**.
9. Any cost for breakdown or accidental damage as a result of delivering the **insured item**.
10. Repairs to LCD/Plasma televisions due to or arising from:
- a. unusual physical or electrical stress, burned screen or software interface problems;
  - b. faulty installation;
  - c. pixel failure where the location or number does not exceed the manufacturer's acceptable limit;
  - d. any damage caused during delivery or installation.
11. Any cost arising from any problem with the supply of services such as electricity, gas or water;
12. Any cost in respect of gaining access to cables within the fabric of a building or wall, or any redecoration costs;
13. Any cost arising from the change to digital broadcasting from analogue including the withdrawal of analogue transmissions of any type;
14. Any costs covered under the manufacturer's warranty.
15. War, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, rebellion, revolution, insurrection or military or usurped power.
16. Any legal liability directly or indirectly caused by or contributed to or arising from:
- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
17. **You** are not covered for any other costs that are caused by the event which led to **your** claim, unless specifically stated in this Certificate.
18. **You** are not covered for:
- a. Charges related to transportation damage, customer education, cleaning, preventive maintenance, "no problem found" diagnosis, non failure problems, including but not

limited to, items not covered such as noises, squeaks, etc; intermittent issues are not considered product failures.

- b. Damage to product(s) with removed or altered serial numbers.

## OTHER CONDITIONS AND LIMITATIONS

1. This insurance must have been purchased at the same time as the **insured item** or within 60 days of purchase. In order to take out cover the item must still be in working order and undamaged.
2. This insurance only applies to items purchased as new. There is no cover for items described as 'used' or 'second-hand'.
3. **You** must be over 18 years of age to take out this insurance cover;
4. This insurance is limited to **insured items** bought and used within the **territorial limits**.
5. Unless **we** agree otherwise:
  - a. the language of the policy and all communications relating to it will be English; and
  - b. all aspects of the policy, including negotiation and performance, are subject to English law and the decisions of English courts.
6. This insurance is automatically cancelled, if **you** submit a claim knowing it to be false, fraudulent or a misrepresentation.
7. **You** may be requested to submit to **us** the damaged **insured item** for inspection where it has been accidentally damaged or has suffered a **mechanical or electrical breakdown**. If **you** do not submit the **insured item** **we** will not be able to consider **your** claim. **We** will pay for shipping the item to **us**.
8. If **you** receive reimbursement because the original item is considered uneconomical or not possible to repair, then **we** may take possession of the original item and dispose of it. If **we** choose not to take possession of the original item, **we** will not be responsible for any disposal charges.
9. This insurance may only be altered, varied or its conditions relaxed or premium changed by one of **our** authorised officials, giving **you** 30 days notice in writing.
10. **You** must take all reasonable precautions to prevent any costs or damage.
11. Cover excludes costs or payments recoverable from any party, under the terms of any other guarantee, warranty, or insurance.
12. **You** must provide proof of purchase in the event of a claim, in the form of **your order summary**.

## HOW TO MAKE A CLAIM

### Claims procedure in the event of Breakdown, if the manufacturer's guarantee has ended, or Accidental Damage to your insured item:

1. Firstly check the manufacturer's instructions. If the fault persists and the manufacturer's guarantee has ended, or if the **insured item** was damaged as a result of an accident, call SquareTrade Limited at 0800 433 4789 between 9am and 6pm GMT, 7 days a week. You will be asked to provide **your** email address or **your** name and policy number.
2. **We** will attempt to resolve your problem over the phone. If **we** cannot resolve the problem, you will be directed to an authorized service center. Service will be provided within a reasonable time of **your** request.
3. Providing **you** present **your** valid **order summary** to the repairer **you** will not normally be asked to pay for the repair. In some circumstances this may not be possible, for example if we ask **you** to arrange for a local repairer. In this case, settle the repair bill and obtain an invoice which must state:
  - a. the date and cause of the breakdown;
  - b. the date of the repair;
  - c. the remedial work carried out;
  - d. the cost of labour;
  - e. parts replacement and cost;
  - f. the VAT amount.

Once **you** have provided this information to us, we will reimburse **you** the cost of the repair.

## PLACE OF SERVICE

At **our** discretion, large items will receive On-Site Service and **we** will arrange to repair or replace the **insured item** at **your** location during normal business hours.

For shippable items **you** will be responsible for safe packaging and delivery or shipment, prepaid and insured, of the **insured item** to **our** authorized service facility for repair or replacement. If the authorized service facility determines the item is in working condition or is not covered by this insurance, **you** will be responsible for paying shipping charges for **your insured item**.

## WHEN COVER ENDS

This policy will end automatically on whichever of the following happens first:

- The date **you** cease to be resident within the **Territorial Limits**; or
- The date on which **you** no longer have ownership of the **insured item**; or
- The date **your** cover is cancelled by **you** or **us**; or
- **You** submit a claim knowing it to be false, fraudulent or a misrepresentation; or
- The expiry date as shown on **your certificate of insurance**.
- Once **you** are reimbursed the replacement cost of the **insured item**.

## FRAUD

If **you** make a claim, it may prejudice such claim if any information **You** or **Your** Immediate Family supply is false, fraudulent or otherwise incorrect. We may inform the police and/or any other law enforcement agency about the circumstances of such a claim. **We** reserve the right to instruct an investigation into **your** claim and reserve the right to recover from **you** the cost of any investigation into a fraudulent claim under this Certificate.

## CANCELLATION

**You** have the right to cancel this insurance at any time during the **period of cover** by calling 0800 433 4789, between 9am and 6pm GMT, 7 days a week. If **you** cancel this insurance within the first 30 days after receipt of this policy, then **you** will receive a full refund, less the cost of any prior claims. Otherwise, we will calculate the proportionate premium for the period that **you** have been insured and refund the balance, less the cost of any prior claims.

**We** may cancel the policy at any time by giving 30 days written notice to **you**.

## TRANSFERS

**You** may transfer this policy to another person by calling 0800 433 4789, between 9am and 6pm GMT, 7 days a week. We will not pay for any transportation damage occurring whilst the item is being shipped to a new owner.

## COMPLAINTS

**SquareTrade's goal is to provide you the best service possible at all times. If for any reason you are not satisfied with our service, contact SquareTrade and we will promptly review your case and respond to you.**

**You** can contact SquareTrade at:

Customer Experience Manager  
SquareTrade Limited  
NJHCo 8<sup>th</sup> Floor Tolworth Tower,  
Ewell Road,  
Surbiton,  
Surrey,  
KT6 7EL  
United Kingdom

If **you** are not satisfied with SquareTrade's response, then **you** may contact the Claims Manager at Amtrust International Underwriters Limited, 40 Westland Row, Dublin 2, Ireland to review **your** case and ultimately you may contact the Financial Ombudsman Service, South Quay Plaza, 183 March Wall, London E14 9SR

Using **our** complaints procedure or referral to the Financial Ombudsman Service does not affect **your** legal rights.

### **FINANCIAL SERVICES COMPENSATION SCHEME**

**You** may be entitled to compensation from either the Financial Services Compensation Scheme (FSCS) in the UK or from the Insurance Guarantee Scheme (IGS) in Ireland if the Insurer cannot meet its liabilities under this policy. The level of compensation provided will depend on the circumstances of the claim. Further information is available from FSCS on +44 207 892 7300 or from the Irish Financial regulator on +353 1 410 4000.

### **DATA PROTECTION**

The details **you** supply to make **your** warranty purchase will be stored and used by the **Administrator**, SquareTrade Limited. This information may be shared and exchanged with the **Insurer** or other third parties for the purpose of providing insurance and handling claims and repairs. **Your** personal details may be transferred outside the EU. They will at all times be held securely and handled with the utmost care in accordance with all principles of UK law.

### **INSURER AND FSA DETAILS**

This insurance is underwritten 100% by Amtrust International Underwriters Limited. Registered in Ireland 169384, Registered Office: 40 Westland Row, Dublin 2, Ireland. Amtrust International Underwriters Limited is authorised and regulated by the Irish Financial Services Regulatory Authority and is licensed to operate in the United Kingdom by the Financial Services Authority.  
Administered by SquareTrade Limited, Registered in England No. 7165194  
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SquareTrade Limited is an appointed representative of Summit Insurance Services Limited who is authorized and regulated by the Financial Services Authority under registered number 300172.