

AppleCare+ with Theft and Loss for iPhone

NOTE ON CONSUMER LAW:

AppleCare+ with Theft and Loss is an insurance policy covering the risk of theft, loss, and damage to your iPhone and the need for technical assistance. AppleCare+ with Theft and Loss does not provide coverage for failure due to defects in design and/or materials and/or workmanship. Such failures will be covered separately either by your consumer law rights or the Apple Limited Warranty, or by Apple itself during the same period as the AppleCare+ Coverage Period, even if you did not purchase or lease your Apple product from Apple. If a product is defective, consumers may, in addition to any other rights which they may have under consumer law in the UK, have rights under the Consumer Rights Act of 2015.

Terms & Conditions – United Kingdom (excluding Isle of Man and Channel Islands)

Thank you for buying AppleCare+ with Theft and Loss, an insurance policy underwritten by American International Group UK Limited (AIG), who agrees to insure Your iPhone according to the terms and conditions contained in this Policy.

AppleCare+ with Theft and Loss covers You for repair or replacement of Your device in the event of Theft or Loss, Accidental Damage or Battery Depletion and access to Technical Support from Apple (as set out in clause 4.5).

The Policy is sold by Apple and Apple Authorised Resellers. Apple, on AIG's behalf, will also handle certain claims and any complaints You may have (full details of this are in clause 12).

AppleCare+ with Theft and Loss does not cover You for failure due to defects in Your device, although such failures will be covered separately either by Your rights under consumer law or the Apple Limited Warranty, or by Apple itself during the same period as the AppleCare+ with Theft and Loss Coverage Period even if You did not purchase or lease Your Apple product from Apple (as set out in clause 5.1.8).

1. Definitions

Any word or expression which appears capitalised in this Policy is defined in this definitions section and has the same meaning whenever it is used throughout this Policy:

- 1.1. "Accidental Damage" means physical damage, breakage or failure of Your Covered Equipment due to an unforeseen and unintentional event occurring either due to handling (e.g., dropping the Covered Equipment or through liquid contact) or due to an external event (e.g., extreme environmental or atmospheric conditions). The damage must affect the functionality of Your Covered Equipment, which includes cracks to the display screen that affect the visibility of the display.
- 1.2. "AIG" means American International Group UK Limited whose registered office is at The AIG Building, 58 Fenchurch Street, London EC3M 4AB.
- 1.3. "Apple" means Apple Distribution International Limited (or its appointed agents), who distribute, sell and administer this Policy and who handle claims and complaints on AIG's behalf.
- 1.4. "Apple Authorised Service Provider" means a third-party service provider appointed as Apple's agent to handle claims on AIG's behalf. A list of these providers can be found through locate.apple.com/uk/en.

- 1.5. "Apple Authorised Reseller" means a third-party authorised by Apple to distribute this Policy at the same time as selling or leasing Your Covered Equipment.
- 1.6. "AppleCare+ Details" means the support website apple.com/uk/legal/sales-support/applecare/applecareplus/uk/tl/.
- 1.7. "Apple Limited Warranty" means the voluntary manufacturer's warranty provided by Apple (under separate terms of service) to purchasers or lessees of Covered Equipment, which provides benefits that are in addition to, and not instead of, rights provided by consumer law.
- 1.8. "Arrears Notice" means the notice that Your Payment Plan Provider issues to You notifying You that You have failed to pay an Instalment and/or that You are in default under the Payment Plan Agreement for failure to pay Instalments.
- 1.9. "Battery Depletion" means, in relation to Covered Equipment which use an integrated rechargeable battery, when the capacity of such Covered Equipment's battery to hold an electrical charge is less than eighty percent (80%) of its original specification.
- 1.10. "Business Customer" means a customer who has registered for and purchased their Covered Equipment through the Apple business online store.
- 1.11. "Consumer Software" means the operating software ("OS") of the Covered Equipment, software applications that are pre-installed on the Covered Equipment, and Apple-branded applications that are subsequently installed on the Covered Equipment, which may vary from time to time.
- 1.12. "Coverage Period" means the period set out in clause 3.2.
- 1.13. "Covered Equipment" means the iPhone identified by the product serial number shown on Your POC certificate, as well as the original accessories supplied in the same box. The Covered Equipment must have been purchased or leased as new from Apple or an Apple Authorised Reseller. Where legal ownership of the Covered Equipment has been transferred to You, the Policy must have been transferred to You pursuant to clause 11. Covered Equipment includes any replacement product provided to You by Apple under clauses 4.1.2 or 4.2 of this Policy.
- 1.14. "Fixed-Term Policy" means a Policy paid for on a one-time basis by You or via a Payment Plan Agreement for a 24-month term of coverage.
- 1.15. "Hardware Coverage" means the cover providing for repair or replacement of Your Covered Equipment due to events of Accidental Damage and Battery Depletion.
- 1.16. "Insurance Tax" means the insurance premium tax which is included in the Premium and which is payable at the rate applicable on the date of purchase of the Policy, which for the Apple iPhone is 12%. Please note that this rate is subject to change.
- 1.17. "Instalment" means any sum payable by You under a Payment Plan Agreement.
- 1.18. "Insured Event" means (a) Theft or Loss of Your Covered Equipment and/or (b) Accidental Damage to Your Covered Equipment and/or (c) Battery Depletion and/or (d) the need to use Technical Support, which occurs during the Coverage Period.
- 1.19. "Loss" means where You have accidentally misplaced Your Covered Equipment and it is unrecoverable.

- 1.20. "Monthly Policy" means a Policy of one month in duration that automatically renews month-to-month, unless cancelled in accordance with clause 10 of this Policy, and which is paid for on a monthly, recurring basis.
- 1.21. "Payment Plan Agreement" means the agreement between You and Your Payment Plan Provider to fund Your payment of the full Premium for a Fixed-Term Policy by Instalments.
- 1.22. "Payment Plan Provider" means the party with whom You have entered into Your Payment Plan Agreement, which includes Apple, an Apple Authorised Reseller or a third-party financing institution.
- 1.23. "POC certificate" means the proof of coverage document which You will receive when You purchase this Policy, which includes Your insurance details and the serial number of the Covered Equipment to which this Policy applies. If You have purchased this Policy in an Apple retail store or from an Apple Authorised Reseller, the original sales receipt may also be Your POC certificate.
- 1.24. "Policy" means this insurance document setting out the AppleCare+ with Theft and Loss terms and conditions for Your Monthly Policy, or Your Fixed-Term Policy (as stated on the POC certificate), which, together with the POC certificate You received when You purchased AppleCare+ with Theft and Loss, forms Your legal contract of insurance with AIG.
- 1.25. "Policy Excess" means the relevant excess for the Covered Equipment as follows:

iPhone:	
Screen-Only Accidental Damage:	£ 25
Back Glass-Only Accidental Damage (all iPhone 12 models and iPhone 13 models only):	£ 25
Other Accidental Damage:	£ 79
Theft and Loss:	£ 109

payable by You for each Accidental Damage or Theft and Loss claim You make in the UK (excluding Isle of Man and Channel Islands) under this Policy. Please note that if You make an Accidental Damage claim in another country under this Policy, the Policy Excess will need to be paid in that country's currency and at that country's applicable rate – for further details, please visit AppleCare+ Details.

For iPhone Screen-Only or Back Glass-Only Accidental Damage claims, the Covered Equipment must have no additional damage beyond either the screen or back glass damage, including, but not limited to, bent or dented enclosure, that would prevent Apple from replacing either the screen or back glass on the Covered Equipment. Covered Equipment with additional damage will be categorized as iPhone Other Accidental Damage claims.

For an iPhone Screen and Back Glass Accidental Damage claim, the Covered Equipment must have no additional damage beyond the screen and back glass damage, including, but not limited to, bent or dented enclosure, that would prevent Apple from replacing the screen and back glass on the Covered Equipment. Covered Equipment with additional damage will be categorized as iPhone Other Accidental Damage claims. An iPhone Screen and Back Glass Accidental Damage claim is subject to both Screen-Only and Back Glass-Only Policy Excesses specified in the table above, but is considered as only one individual Accidental Damage claim and will count towards Your claims limit (see clause 4.5).

If You elect to use Express Replacement Service (“ERS”) for an iPhone Screen-Only, iPhone Back Glass-Only or iPhone Screen and Back Glass Accidental Damage claims, Your claim will be charged as iPhone Other Accidental Damage.

Screen and back glass repairs are only available for iPhone. Back glass repairs are available for all iPhone 12 models and iPhone 13 models only.

- 1.26. “Premium” means the amount which You agree to pay for coverage under this Policy as detailed in clause 2.3. Premium includes Insurance Tax at the applicable rate.
- 1.27. “Technical Support” means Apple technical assistance if Your Covered Equipment ceases to work correctly, for which Apple may otherwise charge a pay-per-incident fee.
- 1.28. “Theft” means the unauthorised dishonest misappropriation of Your Covered Equipment by another person with the intention of permanently depriving You of Your Covered Equipment.
- 1.29. “Theft and Loss Coverage” means the cover providing for replacement of Your Covered Equipment due to events of Theft or Loss. You must have Find My enabled on Your Covered Equipment at the time of the Theft or Loss. Find My must remain enabled, and Your Covered Equipment must remain associated with Your Apple ID, throughout the Theft or Loss claims process.
- 1.30. “You/Your” means the person who owns or leases the Covered Equipment and any person to whom a Fixed-Term Policy is transferred pursuant to clause 11.

2. The Policy

- 2.1. Your Policy is made up of this insurance document setting out the terms and conditions of Your coverage under AppleCare+ with Theft and Loss and Your POC certificate. Please check them carefully to make sure they give You the cover You want. If Your needs change or any of the information on which the Policy is based changes, Apple and AIG may need to update their records, and the details on Your POC certificate may need to be altered.
- 2.2. Should You need to obtain a replacement POC certificate or obtain a copy of Your insurance details, visit mysupport.apple.com/products, and follow the instructions.
- 2.3. The Premium for Your Policy is as follows:

	<u>Fixed-Term Policy</u>	<u>Monthly Policy</u>
iPhone SE:	£ 119	£ 5.99 per month
iPhone 8, 7, 6s:	£ 179	£ 8.99 per month
iPhone 13 mini, 13, 12 mini, 12, 11, XR, 8 Plus, 7 Plus, 6s Plus:	£ 189	£ 9.49 per month
iPhone 13 Pro, 13 Pro Max, 12 Pro, 12 Pro Max, 11 Pro, 11 Pro Max, XS, XS Max, X:	£ 239	£ 11.99 per month

These prices include Insurance Tax at the applicable rate.

3. Coverage Period

- 3.1. Whether You have purchased a Fixed-Term Policy or a Monthly Policy, Your Policy Type and Coverage Period will be set out on Your sales receipt and POC certificate. If You have purchased a Monthly Policy, You agree to have the credit card, debit card or other authorised payment source e.g. Apple Pay (the "Payment Source") used for Your initial Policy purchase kept on file. For subsequent monthly renewals the Payment Source will be automatically charged the monthly Premium in advance of the first day of each month. If Your Payment Source cannot be charged for any reason, and You have not otherwise made the appropriate renewal Premium payment on time, Your Policy will be cancelled in accordance with clause 10.4.1.
- 3.2. For both Policy types, Your Theft and Loss Coverage and Your Hardware Coverage starts from the date You purchase Your Policy. This means that if You purchase AppleCare+ with Theft and Loss after You purchase or begin to lease Your Covered Equipment, You will only receive Theft and Loss Coverage and Hardware Coverage from that date. Your Technical Support coverage starts on expiry of Your complimentary technical support cover provided by the manufacturer, which starts on the date You purchase or begin to lease Your Covered Equipment.
 - 3.2.1. Fixed-Term Policy: Your Theft and Loss Coverage, Hardware Coverage and Technical Support coverage end 24 months from the date You purchased Your Policy as reflected on Your POC certificate. Your Policy purchase date is shown on the original sales receipt for Your Policy.
 - 3.2.2. Monthly Policy: Your Policy duration is one (1) month. Your Policy will automatically renew each month beginning from the date You purchase Your first Monthly Policy as reflected on the original sales receipt for Your Policy. In the event Apple is no longer able to service Your Covered Equipment, Apple will provide You with one month advance written notice of cancellation, or as otherwise required by law, after which Your Policy will cease to renew.
- 3.3. Your coverage under both Policy types may end earlier if You have exercised Your right to cancel under clause 10 or if it is cancelled by AIG in accordance with the terms of this Policy. If You are no longer eligible to make a claim for Theft and Loss or Accidental Damage, Your Hardware Coverage for Battery Depletion and Technical Support will continue throughout Your Coverage Period.
- 3.4. This Policy does not cover You for damage to the Covered Equipment from an Insured Event which occurred before this Policy was purchased.

4. Cover

- 4.1. **Hardware Coverage.** If You make a valid claim under the Hardware Coverage element of this Policy, AIG will arrange for Apple either:
 - 4.1.1. to repair the Covered Equipment using new parts or previously used Apple genuine parts that have been tested and pass Apple functional requirements; or
 - 4.1.2. if it would not be practical or economically viable to perform a repair, to supply a replacement for the Covered Equipment with a new Apple-branded device or device comprised of new and/or previously used Apple genuine parts that have been tested and pass Apple functional requirements. All replacement products provided under this Policy will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different colour) as the original Covered Equipment (subject to applicable Consumer Software updates). The replacement Apple branded device will become the new Covered Equipment under this Policy. In the event of a replacement, Apple or the Apple Authorised Service Provider will keep the original Covered Equipment. Apple or the Apple Authorised Service Provider may use Covered Equipment or

replacement parts for service that are sourced from a country that is different from the country from which the Covered Equipment or original parts were sourced.

The Covered Equipment can only be repaired or replaced and no cash benefit will be payable by AIG if You make a claim.

- 4.2. **Theft and Loss Coverage.** If You make a valid claim under the Theft and Loss Coverage element of this Policy, AIG will arrange for Apple to supply a replacement for the Covered Equipment with a new Apple-branded device or device comprised of new and/or previously used Apple genuine parts that have been tested and pass Apple functional requirements. All replacement products provided under this Policy will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different colour) as the original Covered Equipment (subject to applicable Consumer Software updates). The replacement Apple-branded device will become the new Covered Equipment under this Policy. In the event of a replacement, and where your lost or stolen device is subsequently recovered, You must return the original device to Apple or the Apple Authorised Service Provider who will keep the original Covered Equipment. Apple or the Apple Authorised Service Provider may use Covered Equipment or replacement parts for service that are sourced from a country that is different from the country from which the Covered Equipment or original parts were sourced.

The Covered Equipment can only be replaced and no cash benefit will be payable by AIG if You make a claim.

- 4.3. If a replacement is provided to You under clause 4.1.2 or clause 4.2, Apple, or the Apple Authorised Service Provider, may install the latest software and operating system that is applicable to the Covered Equipment (if any) as part of cover provided by this Policy. If applicable, third-party applications installed on the original Covered Equipment may not be compatible with the Covered Equipment as a result of the software and operating system update. If You make a claim in a different country from that in which You bought or leased the Covered Equipment, Apple or the Apple Authorised Service Provider may repair or exchange products and parts with locally comparable products and parts.
- 4.4. **Policy Excess.** In relation to each valid claim for Accidental Damage or Theft and Loss that You make under this Policy, before You are entitled to the benefits in clause 4.1 and clause 4.2, You will have to pay the applicable Policy Excess, as set out in clause 1.25, towards the cost of the claim. The Policy Excess can be paid to Apple or the Apple Authorised Service Provider in cash or by debit or credit card.
- 4.5. **Claims Limit.** A maximum of two claims for Accidental Damage and a maximum of two claims for Theft and Loss Coverage can be made during each 12-month period, commencing at the start of Your Coverage Period as reflected on Your original sales receipt. After the second claim for either Accidental Damage or Theft and Loss Coverage is settled within each 12-month period, the relevant cover on this Policy will cease until the anniversary of Your Policy purchase date when the next 12-month period starts, if applicable, and two additional claims for Accidental Damage and two additional claims for Theft and Loss Coverage can be made. Any unused claims will expire at the end of each 12-month period. Your coverage for Technical Support and Battery Depletion will continue to the end of the Coverage Period regardless of the number of Accidental Damage and Theft and Loss claims made. An iPhone Screen and Back Glass Accidental Damage claim is subject to both Screen-Only and Back Glass-Only Policy Excesses, but is considered as only one individual Accidental Damage claim and will count towards Your claims limit.

- 4.6. **Technical Support.** If You make a valid claim under this section of Your Policy, You will receive priority access to the Apple technical support helpline if Your Covered Equipment ceases to work correctly. This coverage starts on the expiry of the complimentary support period which starts on the date You purchase or begin to lease Your Covered Equipment. Technical Support will cover the Covered Equipment, Consumer Software, and any connectivity issues between the Covered Equipment and an Apple TV or other compatible television, and a compatible wireless device or computer that meets the Covered Equipment's connectivity specification. It will cover the then-current version of any applicable Consumer Software, and the prior Major Release. "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as "1.0" or "2.0" and which is not in beta or pre-release form.

5. Exclusions

- 5.1. **Hardware Coverage.** This Policy does not cover You for:
- 5.1.1. a product that is not the Covered Equipment;
 - 5.1.2. damage caused by:
 - 5.1.2.1. abuse or misuse, meaning intentionally-caused damage including knowingly using the Covered Equipment for the purpose or in the manner for which it was not intended;
 - 5.1.2.2. actual, or attempted, modification or alteration of the Covered Equipment; or
 - 5.1.2.3. service or repair (including upgrades) performed by anyone who is not Apple or an Apple Authorised Service Provider;
 - 5.1.3. Covered Equipment with a serial number that has been altered, defaced or removed, or Covered Equipment that has been opened, serviced, modified or altered by anyone other than Apple or an authorised representative of Apple, or Covered Equipment that contains component parts that are not authorised by Apple;
 - 5.1.4. Covered Equipment (including all major components) that is not returned to Apple;
 - 5.1.5. cosmetic damage to the Covered Equipment which does not affect the functionality of the Covered Equipment, including, but not limited to, hairline cracks, scratches, dents, broken plastic on ports and discolouration;
 - 5.1.6. damage or failure caused by normal wear and tear and/or usage of the Covered Equipment;
 - 5.1.7. damage caused by fire;
 - 5.1.8. failure due to defects in materials and/or workmanship and/or design; however, such failures will be covered separately either by Your consumer law rights or by the Apple Limited Warranty, or by Apple itself during the same period as the AppleCare+ Coverage Period even if You did not purchase or lease Your Apple product from Apple;
 - 5.1.9. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Policy, including any unauthorised access or unauthorised use of such system, a denial of service attack, or receipt or transmission of malicious code; or

5.1.10. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorised access or unauthorised use of such data, a denial of service attack, or receipt or transmission of malicious code.

5.2. **Technical Support.** This Policy does not cover You for:

5.2.1. the use or modification of the Covered Equipment or Consumer Software in a manner for which it is neither intended to be used or modified according to the user manual, technical specifications or other guidelines published on the Apple website for the Covered Equipment;

5.2.2. issues that could be resolved by upgrading software (including the Consumer Software) to the latest version;

5.2.3. third-party products or other Apple-branded products or software (other than the Covered Equipment or Consumer Software) or the effects of such products on or interactions with the Covered Equipment or Consumer Software;

5.2.4. the use of a computer or operating system that is unrelated to Consumer Software or connectivity issues which do not originate from the Covered Equipment;

5.2.5. OS software or any Consumer Software designated as "beta", "prerelease", "preview", or similarly labeled software;

5.2.6. damage to or loss of any software or data residing or recorded on the Covered Equipment;

5.2.7. recovery and reinstallation of software programs and user data; or

5.2.8. advice that relates to everyday use of the Covered Equipment where there is no underlying problem with its hardware or software;

5.2.9. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Policy, including any unauthorised access or unauthorised use of such system, a denial of service attack, or receipt or transmission of malicious code; or

5.2.10. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorised access or unauthorised use of such data, a denial of service attack, or receipt or transmission of malicious code.

5.3. **Theft and Loss Coverage.** This Policy does not cover You for:

5.3.1. loss of value of Your Covered Equipment or any losses caused by, or resulting from, a virus on Your Covered Equipment;

5.3.2. loss of any software or data residing or recorded on the Covered Equipment;

5.3.3. recovery and reinstallation of software programs and user data;

5.3.4. loss of use of the Covered Equipment including any consequential loss (including, but not limited to, any economic loss or other loss of turnover, profits, business, goodwill or expected savings);

- 5.3.5. any Theft or Loss of Covered Equipment caused by any deliberate act taken by You or Your employees, or any person using the Covered Equipment with Your permission;
- 5.3.6. costs or charges for replacing car kits and other accessories which can no longer be used with the Covered Equipment;
- 5.3.7. voluntary parting with the covered device (including inducement to do so by fraud or false pretence), and illegal trade or confiscation by a government or public authority;
- 5.3.8. any product that is not the Covered Equipment; or
- 5.3.9. financial losses resulting from the unauthorised use of Your Covered Equipment including, but not limited to:
 - 5.3.9.1. purchases made using stored debit card, credit card, bank account details or Apple Pay;
 - 5.3.9.2. unauthorised access to Your online banking;
 - 5.3.9.3. unauthorised use of Your Covered Equipment to make calls or send messages.
- 5.3.10. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Policy, including any unauthorised access or unauthorised use of such system, a denial of service attack, or receipt or transmission of malicious code;
- 5.3.11. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorised access or unauthorised use of such data, a denial of service attack, or receipt or transmission of malicious code; or
- 5.3.12. any Theft or Loss of Covered Equipment where Find My functionality is not enabled on the Covered Equipment throughout the Coverage Period including at the time of the Theft or Loss. Find My must remain enabled, and Your Covered Equipment must remain associated with Your Apple ID, throughout the Theft or Loss claims process.

6. General conditions

- 6.1. To have the full protection of Your Policy, You must comply with this clause as well as clauses 7, 8, and 9, which are conditions of this Policy. Failure to comply with these conditions may result in Your claim being declined.
- 6.2. The following conditions apply to this Policy:
 - 6.2.1. **Find My.** As a condition of receiving Theft and Loss Coverage, You must have Find My enabled on Your Covered Equipment throughout Your Coverage Period and at the time of the Theft or Loss. Find My must remain enabled, and Your Covered Equipment must remain associated with Your Apple ID, throughout the Theft or Loss claims process.
 - 6.2.2. **Original Parts.** As a condition of receiving Hardware Coverage, all Covered Equipment must be returned to Apple in its entirety including all original parts or Apple-authorized replacement components.

6.2.3. **Policy limits.** Cover under Your Policy is subject to those exclusions set out in clause 5.

6.2.4. **Premium payment and cover.** The Premium must be paid before You can receive Theft and Loss Coverage, Hardware Coverage or Technical Support, and no claim will be met under this Policy if the Premium has not been paid in full.

For Fixed-Term Policies, if You agree to pay the Premium by Instalments, You will be required to enter into a Payment Plan Agreement with a Payment Plan Provider, and You can receive the Theft and Loss Coverage, Hardware Coverage or Technical Support from the time You enter into the Payment Plan Agreement. You must pay Your Instalments in accordance with the terms and conditions of Your Payment Plan Agreement.

6.2.5. **For Fixed-Term Policies only: Non-payment of Instalments.** Where You pay the Fixed-Term Policy Premium by Instalments and You have not paid Your Instalment arrears by the date requested in the Arrears Notice, the Payment Plan Provider may request that AIG cancel Your Policy. AIG will cancel Your Policy with immediate effect on receipt of such a request.

Where You fail to pay any Instalments by the date due and You are in arrears under the Payment Plan Agreement, You will not be entitled to receive Theft and Loss Coverage, Hardware Coverage or Technical Support in respect of the Covered Equipment until You pay the Instalment arrears in full.

6.2.6. **Your duty of care.** You shall take all reasonable precautions to protect the Covered Equipment against an Insured Event and shall use and maintain the Covered Equipment in accordance with its instructions.

6.2.7. **Your residence & age**

6.2.7.1. If You are not a Business Customer, You are only entitled to purchase this Policy if You have Your main residence in the United Kingdom (excluding Isle of man and Channel Islands) and You are aged eighteen (18) years or over on the date of purchase of this Policy.

6.2.7.2. If You are a Business Customer, You are only entitled to purchase this Policy if You have purchased the Covered Equipment for use in connection with a business, trust, charity or other unincorporated body established in the United Kingdom (excluding Isle of man and Channel Islands).

7. **How to make a claim**

7.1. **For Hardware Coverage.** You must report Your claim as soon as possible by visiting an Apple retail store or Apple Authorised Service Provider, by accessing support.apple.com/en-gb or telephoning Apple on +44 (0)800 107 6285. Apple will require Your Covered Equipment serial number before providing assistance. Your claim will be settled by means of the options set out in clause 7.4.

7.2. For devices with storage media, during the Hardware Coverage service, Apple or the Apple Authorised Service Provider will delete any data held within the Covered Equipment and reformat the storage media. You should back up all data on a regular basis and prior to making a claim where possible.

7.3. If requested, You must produce proof of purchase for Your Covered Equipment and Your POC certificate in order to validate that Your Apple product is Covered Equipment.

- 7.4. Valid claims for Hardware Coverage can be made using one of the following options:
- 7.4.1. **Carry-in service.** You can return Your Covered Equipment to an Apple retail store or an Apple Authorised Service Provider. A repair will be undertaken or a replacement provided in accordance with clause 4.1. Once the repair is complete or a replacement is available (as applicable), You will be notified to come to the Apple retail store or Apple Authorised Service Provider to collect Your Covered Equipment.

If You return the Covered Equipment to an Apple retail store, some repairs can be completed on the spot. It is advisable to make a reservation in advance on apple.com/uk/retail.

- 7.4.2. **Mail-in service.** Apple will send You the prepaid postage and packaging required so that You can send Your Covered Equipment to Apple. Once the screening or repair is complete, Apple will return the Covered Equipment or a replacement of the Covered Equipment to You. Apple will pay postage costs to and from Your location if all instructions are followed by You.
- 7.4.3. **Express Replacement Service ("ERS").** Apple will require the Covered Equipment to be returned and a credit card authorisation to be given as security for the retail price of the replacement product and applicable shipping costs. If You are unable to provide credit card authorisation, this service will not be available to You. Apple will send a replacement product to You along with instructions for the return of the Covered Equipment. If You follow these instructions, Apple will cancel the credit card authorisation, and You will not be charged for the replacement product and the shipping to and from Your chosen shipping address. If You fail to return the original Covered Equipment as instructed or You return a product that is not the Covered Equipment, Apple will charge Your credit card for the authorised amount.

Please note that ERS is not available for iPhone Screen-Only, iPhone Back Glass-Only, or iPhone Screen and Back Glass Accidental Damage claims, however, You may elect to use ERS for iPhone Screen-Only, iPhone Back Glass-Only, or iPhone Screen and Back Glass Accidental Damage claims subject to the iPhone Other Accidental Damage Policy Excess listed in clause 1.25.

- 7.5. Where it is not possible to provide a certain method of service set out above, it may be necessary to change the method by which Apple provides Hardware Coverage to You.
- 7.6. For **Theft and Loss Coverage**, You must report Your claim as soon as possible, by accessing support.apple.com/en-gb or telephoning Apple on +44 (0)800 107 6285.
- 7.7. If requested, You must produce a crime reference number or copy of the police crime report or proof of purchase for Your Covered Equipment, a copy of an official form of photo ID such as a passport or driving licence, and Your POC certificate in order to validate that Your Apple product is Covered Equipment.
- 7.8. The Theft and Loss Coverage and Hardware Coverage service options may vary between countries depending on local capability. For Theft and Loss Coverage, this means that we may only be able to deliver a replacement iPhone to the country in which You purchased this Policy.
- 7.9. If You seek to make a claim under this Policy in a country that is not the country of purchase, You will need to comply with all applicable import and export laws and regulations, and You will be responsible for all customs duties, value added tax and other associated taxes and charges that may apply.
- 7.10. For **Technical Support**, You can make a claim by telephoning Apple on +44 (0)800 107 6285 who will request the Covered Equipment serial number before providing assistance.

You can also obtain information by accessing the following free support resources below:

International Support Information	support.apple.com/en-gb/HT201232
Apple Authorised Service Providers and Apple Retail Stores	locate.apple.com/uk/en
Apple Support and Service	support.apple.com/en-gb/contact

8. Your responsibilities when making a claim

- 8.1. When making a claim under this Policy, dependent on the circumstances of Your claim, You must comply with the following:
 - 8.1.1. You must provide information about the circumstances surrounding the Theft or Loss, symptoms and causes of the damage to or problems You have with the Covered Equipment;
 - 8.1.2. If requested, You must report the Theft of the Covered Equipment to law enforcement (i.e., police) and provide AIG or Apple with a copy of the crime reference number or police report.
 - 8.1.3. To allow Apple to troubleshoot and otherwise assist with Your claim, if requested, You must provide information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;
 - 8.1.4. You must follow instructions given to You by Apple or the Apple Authorised Service Provider and pack the Covered Equipment in accordance with shipping instructions given by Apple or the Apple Authorised Service Provider;
 - 8.1.5. You must not send products and accessories that are not subject to a claim (e.g., protective cases, car chargers, etc.) as these cannot be returned;
 - 8.1.6. You should ensure where possible that Your software and data residing on the Covered Equipment is backed up. Apple will delete the contents of the Covered Equipment and reformat the storage media. Neither AIG nor Apple will be responsible for any loss of software or data residing on the Covered Equipment when it is submitted as part of a claim under this Policy; and
 - 8.1.7. Except for a claim for Theft and Loss Coverage, you must provide to Apple all major components of the product subject to a claim to allow Apple to assess the validity of Your claim.
- 8.2. You will be responsible for reinstalling all other software programs, data and passwords.
- 8.3. To the maximum extent permitted by applicable law, AIG, Apple, Apple Authorised Service Providers, and their employees and agents, shall not be liable to You for any indirect losses You incur, for example the costs of recovering, reprogramming or reproducing any programme or data or any loss of business, profits, income or anticipated savings resulting from a failure to meet their obligations under this Policy.

9. Deception, fraud and illegal use

- 9.1. If any claim is found to be fraudulent or if You knowingly give misleading information when making a claim, the claim will be declined, and Your Policy will be cancelled with no refund of Premium due to You. Apple or AIG may inform the police or other regulatory bodies.
- 9.2. This Policy may be immediately cancelled by AIG if it is notified by a competent authority that the Covered Equipment is used in the course of criminal activity or to facilitate or enable any criminal act to take place.

10. Cancellation

- 10.1. You may cancel this Policy at any time for any reason by calling Apple on +44(0)800 107 6285 or by writing to: Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland.
- 10.2. Regardless of your Policy type, to cancel this Policy with the return of Your Covered Equipment (with the exception of trade in) as permitted by the original sales channel's return policy, go to the original sales channel of Your Covered Equipment purchase (whether an Apple Authorised Reseller or Apple). You (or Your Payment Plan Provider) will receive a full refund of Premium.
- 10.3. To receive any refund, You may be asked to provide Your original sales receipt and/or Your POC certificate.
- 10.4. For Fixed-Term Policies:
 - 10.4.1. If You pay Your Premium in Instalments You may cancel by contacting the Payment Plan Provider and request that they cancel Your Policy on Your behalf.
 - 10.4.2. If You cancel this Policy for convenience, not in connection with the return of Your Covered Equipment, You may be entitled to a refund of Premium which will be calculated on the following basis:
 - 10.4.2.1. If You cancel this Policy within thirty (30) days of the date of purchase of Your Policy and You have paid Your Premium in full upfront, You will receive a refund of the whole Premium You paid, or if You cancel this Policy within thirty (30) days of the date of purchase of Your Policy and You have chosen to pay Your Premium by Instalments, You must inform the Payment Plan Provider in accordance with clause 10.3.1 and request that it cancel Your Payment Plan Agreement. In these circumstances, the Payment Plan Provider will refund to You any Instalment payment You have made.
 - 10.4.2.2. If You cancel more than thirty (30) days after the Policy purchase date and You pay Your Premium in full upfront, You will receive a refund of a proportion of the Premium You paid based on the remaining portion of the Coverage Period. If You have chosen to pay Your Premium by Instalments and You cancel Your Policy more than thirty (30) days after the date You purchased Your Policy, You will not be entitled to receive a refund of the Instalment payments You have made.
- 10.5. For Monthly Policies:
 - 10.5.1. AIG, or Apple or an Apple Authorised Reseller on AIG's behalf, may cancel Your Policy without notice if You do not pay any monthly Premium when due. If any monthly Premium is not paid on the date it is due, You have one month in which to pay it. If it is not paid during that period, the Policy will be automatically cancelled from the date on which the unpaid premium was due. If the

Premium is paid during the month grace period, then cover will operate as if it had been paid on the due date. No claims will be paid for any accident that occurs after the month grace period has passed if the premium remains unpaid.

- 10.5.2. If You cancel this Policy for convenience, not in connection with the return of Your Covered Equipment, You may be entitled to a refund of Premium which will be calculated on the following basis:
- 10.5.2.1. If You cancel this Monthly Policy within fourteen-(14) days of the date of initial purchase or each renewal of Your Policy, You will receive a full refund of the whole monthly Premium You paid.
- 10.5.2.2. If You otherwise cancel Your Monthly Policy more than fourteen (14) days after the date of initial purchase or renewal of Your Policy cancellation will be deferred until midnight on the last day of the month for which Your last monthly Premium was paid.
- 10.5.3. To cancel Your Monthly Policy, You must call Apple as instructed in clause 10.1 above if You purchased from Apple, or if You purchased Your Monthly Policy from an Apple Authorised Reseller, you must contact such Reseller to cancel Your Monthly Policy.
- 10.5.4. To prevent Your Monthly Policy from automatically renewing, you may turn off the renewal Premium billing directly through your billing platform or on Your Covered Device (if available). Your action in turning off the renewal Premium billing will be deemed an expression of Your intent to cancel your Monthly Policy at the end of the last month for which Your last monthly Premium was paid. Your Monthly Policy will remain active until midnight on the last day of that month at which point it will be cancelled and no cancellation refund will be provided to You.
- 10.5.5. AIG or Apple, on AIG's behalf, may cancel Your Policy in the event that Apple is no longer able to service Your Covered Equipment, at which point You will be provided with one month advance notice that Your Policy will be cancelled and Your Policy will cease to renew.
- 10.6. If You have already made a valid claim under Your Policy, then - whenever You cancel - AIG will deduct from any refund the value of the benefit You received, which may result in no refund of Premium being due to You.
- 10.7. Any refund to which You are entitled shall be paid either by crediting the debit or credit card You used to purchase the Policy, or Your Payment Source on file for Monthly Policies, and if this is not possible, then by a bank transfer to You.
- 10.8. Any refund due may be net of any Insurance Tax that was included in the Premium if this cannot be recovered from the tax authorities.
- 10.9. For Monthly Policies, if You trade in Your Covered Equipment to Apple or an Apple Authorised Reseller as part of an Apple authorised trade-in program, that trade in will be deemed an expression of Your intent to cancel Your Monthly Policy. Depending on the date of Your trade in, You may be entitled to a refund pursuant to clause 10.5.2.

11. Transfer of Fixed-Term Policy

- 11.1. You may transfer any Fixed-Term Policy when You transfer the Covered Equipment to someone else who is resident in the UK (excluding Isle of Man and Channel Islands) aged eighteen (18) years or over, and the new party will be covered for the remainder of the Coverage Period. A Business Customer may only transfer this Policy to another Business Customer.

- 11.2. You must notify Apple, on behalf of AIG, of the transfer as soon as possible by calling Apple on +44(0)800 107 6285 or by writing to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland. When notifying Apple of the transfer of the Policy, You must provide the serial number of the Covered Equipment, and the name, address and email address of the new owner or lessee so that Apple can send an updated POC certificate to the new owner or lessee. You must provide the new owner or lessee with these terms and conditions and notify them of the number of claims, if any, for Accidental Damage which You have made.
- 11.3. The Policy transfer will be effective when Apple, on behalf of AIG, issues an amended POC certificate to the transferee.

12. Complaints

- 12.1. AIG and Apple believe You deserve courteous, fair and prompt service. AIG has asked Apple to deal with claim and underwriting complaints on its behalf to ensure You have one point of contact on all matters. If there is any occasion when the service You receive does not meet Your expectations, please contact Apple using the appropriate contact details below, providing Your name and Covered Equipment serial number to help Apple deal with Your comments more efficiently. Apple can deal with an enquiry in the European language of Your country of residence.

In Writing: Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland
+44 (0)800 107 6285

By Telephone: +44 (0)800 107 6285

Online: Via Contact Apple Support at support.apple.com/en-gb/contact

In Person: Any Apple-owned retail store, listed on apple.com/uk/retail/storelist

- 12.2. If Apple is unable to acknowledge a complaint within five (5) business days of receiving it, keep You informed of progress, and resolve matters to Your satisfaction within eight (8) weeks, You may be entitled to refer the complaint to one of the following ombudsmen who will review Your case. Apple will provide details of how to do this when it provides its final response letter addressing the issues raised.
- 12.3. Please note: An ombudsman may not consider a complaint if You have not provided Apple with the opportunity to resolve it previously. You may refer Your complaint to:

The Financial Ombudsman Service
Exchange Tower
London, E14 9SR
United Kingdom

By Telephone: 0800 023 4567 (free from a "fixed line", i.e. a landline at home);
or 0300 1239123 (free for mobile phone users who pay a monthly charge
for calls to numbers starting 01 or 02)

By Email: complaint.info@financial-ombudsman.org.uk

The Republic of Ireland Financial Services and Pensions Ombudsman
3rd Floor
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Ireland

By Telephone: +353 16620899

By Email: info@fspoi.ie

The Republic of Ireland Financial Services and Pensions Ombudsman may not be able to consider a complaint if the complainant is a limited company with an annual turnover of more than €3 million.

Following this complaint procedure does not affect Your right to take legal action.

13. Financial Services Compensation Scheme (FSCS)

- 13.1. AIG is covered by the Financial Services Compensation Scheme (FSCS). If AIG is unable to meet its financial obligations, You may be entitled to compensation from the scheme depending on whether You are an eligible claimant, the type of insurance and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at fscs.org.uk, and on +44 (0)20 7741 4100 or +44 (0)800 678 1100.
- 13.2. If You are a Business Customer, Your ability to make a claim to the FSCS will depend on the type of business and the circumstances of the claim.

14. General Information

- 14.1. This Policy will be governed by English law and You and AIG agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless You reside in Scotland or Northern Ireland, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.
- 14.2. The terms and conditions of this Policy will only be available in English and all communication relating to this Policy will be in English.
- 14.3. AIG shall not provide cover and shall not 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 AIG, AIG's parent company or ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.
- 14.4. The insurance is underwritten by American International Group UK Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 781109). This information can be checked by visiting the Financial Services register (register.fca.org.uk). Registered in England: company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

- 14.5. Apple Distribution International Limited and its authorised agents or representatives distribute, sell, administer and handle claims under this Policy on AIG's behalf. Apple Distribution International Limited has its registered office at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland. Apple Distribution International Limited is regulated by the Central Bank of Ireland.
- 14.6. Only You (or Your legal representative in the event of Your death) and AIG may enforce the terms of this Policy, and the provisions of the Contracts (Rights of Third Parties) Act 1999 do not otherwise apply.
- 14.7. For Monthly Policies, AIG (or Apple or an Apple Authorised Reseller on AIG's behalf) will notify You of any changes to the terms and conditions of this Policy, including to the Premium or Policy Excess, by giving You one month advance notice in writing of such changes. We will only make a material change in the event of any change in the law affecting this Policy, for example a change in Insurance Premium Tax, to adjust for currency exchange rate fluctuation, to reflect a change to our underwriting approach, including to broaden or enhance Your coverage, or as needed to adjust for claims fulfilment costs.

If the changes are acceptable to You then this Policy will continue.

If the changes are not acceptable, You may cancel this Policy in accordance with clause 10.1.

For both Monthly and Fixed-Term Policies, in the event that AIG changes the terms and conditions to enhance Your coverage without any additional cost, such terms and conditions will immediately apply to this Policy.

How AIG uses Personal Information

AIG is committed to protecting the privacy of customers, claimants and other business contacts.

“Personal Information” identifies and relates to you by providing Personal Information, you give permission for its use as described below.

The types of Personal Information AIG may collect and why - Depending on our relationship with you, Personal Information collected may include: identification and contact information and other Personal Information provided by you. Personal Information may be used for the following purposes:

- Insurance administration, e.g., communications, claims processing and payment
- Management and audit of our business operations
- To comply with applicable laws or to respond to requests from public or government officials with a court order in the investigation, detection or prevention of fraud.
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside your country of residence
- Monitoring and recording of service and support calls for quality, training and security purposes

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies, brokers and other distribution parties, insurers and reinsurers and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business Personal Information may be transferred to parties (including our group companies, our service providers, and governmental authorities, for the purposes set out above) located in other countries, including the United States and other countries with different data protection laws than in your country of residence. For example, Personal Information may be transferred overseas to group companies in the United States who provide centralized IT support services.

Security and retention of Personal Information - Appropriate legal and security measures are used to protect Personal Information. AIG's service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfill the purposes described above.

Requests or questions - To request access or correct inaccurate Personal Information, to request the deletion or suppression of Personal Information, or to object to its use, please e-mail: DataProtectionOfficer.uk@aig.com or write to Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. More details about our use of Personal Information can be found in our full Privacy Policy at aig.co.uk/privacy-policy or you may request a copy using the contact details above.