# Three Insurance

## Three Insurance

enabled by square trade

### For mobile phones and connected devices

#### 1. THE INSURANCE

Thank you for choosing to protect your device with Three Insurance, provided by SquareTrade Limited. 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 or electrical breakdown after the expiration of any manufacturer guarantee, accidental damage and, for full cover insurance only, as stated in your certificate of insurance loss and theft 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.

Please take time to read **your** policy to understand the full terms and conditions and keep it in a safe place.

#### 2. CONTACT US

The easiest way to file an insurance claim is online at squaretrade.co.uk, where you can submit a claim 24 hours a day, 7 days a week.

If you need to contact us, you can find contact details including opening hours and contact options at squaretrade.co.uk.

You can also find information about your product and the claims process on our website.

If you'd still like to call us, call 0131 203 3074.

If you'd like to write to us: SquareTrade Limited, 2nd Floor, 5 Golden Square, London, W1F 9BS, United Kingdom

To make a complaint:

- In writing addressed to: Director Customer Experience & Service, SquareTrade Limited, 2nd Floor, 5 Golden Square, London, W1F 9BS, United Kingdom
- By Telephone: 0131 203 3074
- By Email: complaints@squaretrade.co.uk
- Online: Where you purchased your Insurance product

If you wish to cancel your policy, you can cancel at any time by contacting Three, for full cancellation details, please see Section 10 below.

#### 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 the **insured item** from meeting its designed function, for reasons not otherwise excluded under the terms of this policy;

Examples of **accidental damage** covered under this policy include cracked screens, drops, spills and liquid damage associated with the handling and use of the **insured item**. **Your policy** does not provide protection against abusive conduct, **cosmetic damage** or damage that does not affect the ability to use the **insured item** as intended, as fully defined in Section 8 of this policy document;

"certificate of insurance" means the document sent to you at the time of purchase of your insurance policy which defines your chosen insurance package, the period of cover, the insured item, the premium and the excess;

"cosmetic damage" means dents, scratches, screen cracks that do not obscure the viewing panel, or damage to the back panel not affecting the functionality of the insured item:

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

"excess" means the sum payable by you as part of a claim under this policy, as stated in your certificate of insurance;

"insured item" means the item(s) stated in your certificate of insurance that are covered under this policy, which are the new or certified refurbished mobile phones or connected devices and accessories or peripherals that are an integral part of the original installation of the insured item and those that you purchased at the same time from Three;

"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. Company number 9654797. Starr International (Europe) Limited is authorised by the Prudential Regulation Authority ("PRA") and regulated by the Financial Conduct Authority ("FCA") (registration number 676783) and the PRA;

"loss" means the situation when you accidentally lose possession of the insured item, for reasons not otherwise excluded under the terms of this policy, and you are now permanently deprived of the insured item's use and such loss is reported without delay to Three, in accordance with the procedures set out under Section 5 of this policy document;

"mechanical or electrical breakdown" means the sudden and unexpected failure of a part of the insured item, after the expiration of any manufacturer warranty, arising from any permanent mechanical, electrical or electronic fault which are not otherwise excluded under the terms of this policy, which causes the part to stop working, and means that the insured item needs repair or replacement;

"period of cover" means the period of one month following the charging of your premium, continuing for no longer than the maximum cover length stated in the certificate of incurance

"policyholder" means the person named in the certificate of insurance who is benefitting from the chosen insurance package;

"premium" means the sum(s) payable by you as shown in the certificate of insurance for insurance cover under this policy and represents the only amount you must pay for insurance coverage under this policy, including all applicable taxes;

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

"theft" means the situation when you lose possession of the **insured item** as a consequence of robbery, burglary, other removal with intimidation or force or pickpocketing or removal by any other means where the **insured item** is removed from **your** person without **your** knowledge or for any reason not otherwise excluded under the terms of this **policy**, and such **theft** is reported without delay to both the police and **Three**, in accordance with the procedures set out under Section 5 of this **policy** document;

"Three" means Hutchison 3G UK Limited, your mobile network operator and seller of your insured item;

"we, us, our, administrator" means SquareTrade Limited which is the administration provider and co-manufacturer of this policy. SquareTrade Limited is authorised and regulated by the FCA under registered number 538538. SquareTrade Limited is part of the US insurance group AllState Corporation;

"you, your" means the policyholder named on the certificate of insurance.

#### 4. ELIGIBILITY FOR THIS INSURANCE

- This insurance must have been purchased within twenty-eight (28) days of buying the insured item;
- ii. this insurance only applies to items purchased from Three which meet the criteria of an insured item;
- iii. you must be 18 years of age or over to take out this insurance cover;
- iv. the insured item must be used with a Three SIM and must be also be used with a Three SIM at the time of any claim; and
- v. this insurance is limited to residents of the United Kingdom.

#### 5. HOW THE SERVICE WORKS

#### Making a claim

If during the **period of cover your insured item** suffers **accidental damage**, develops a **mechanical or electrical breakdown** or, for full cover insurance only, **you** lose possession of the **insured item** following a **loss** or a **theft**, **you** can make a claim by contacting **us** as soon as possible, using our contact details set out in Section 2 of this policy document. If **you** have possession of the **insured item we** will initially attempt to troubleshoot any 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.

In the event of a **theft** or a **loss** for full cover insurance only, **we** will require, as soon as possible, a valid crime reference number. **We** will also check **your** account to confirm that **you** have reported this to Three and that **your** SIM card, where applicable, has been blocked.

In order to approve **your** claim **you** must provide us with any documentary evidence, invoices, and/or receipts that can be reasonably expected in support of **your** claim. In the event this information is not supplied, we reserve the right to deny **your** claim.

When assessing claims for theft; proof of repairing any damage sustained in gaining entry to a locked vehicle or any building or premises, including your home or place of work, may be required in support of **your** claim.

Following the claim being filed, if at any point prior to or after the claim being approved you locate or recover your lost or stolen insured item you must inform us as soon as possible. We will arrange for the replacement item to be returned to us.

#### **Paying your excess**

Your claim cannot be approved until payment of the relevant excess as stated in your certificate of insurance is completed. This must be paid at point of claim using a payment card. If the replacement item'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 your insured item

If a repair is approved by **our** Claims Department, **we** will make necessary arrangements for **your insured item** to be repaired. **You** may either use a local repairer selected by **us**, or send **your insured item** to **us** for depot repair.

If your insured item is repaired by a local repairer selected by us, we will advise you of the locations of the local repairer and provide you with details necessary to facilitate the repair. If the fault is covered by this insurance, we will settle the cost of the repair directly wherever possible.

If your insured item is to be repaired by a depot repairer, we will arrange shipping 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, Find My iPhone or Android Activation Lock equivalent) where practicable. Failure to disable any access restrictions (e.g. passcodes, Find My iPhone or Android Activation Lock equivalent) after being prompted, will result in your insured item being returned to you unrepaired and any excess being refunded. If the fault is covered by this insurance, we will repair the insured item. Servicing will take no more than two (2) working days (including transportation time) from the date your insured item is picked up by us, unless the insured item OEM (Original Equipment Manufacturer) processes preclude us from achieving our servicing standard within this timeframe. We will advise you if we expect the repair will take longer than this at the point of claim. If we are unable to repair the insured item and your claim is covered under this policy, we will provide you with a replacement item and the original insured item will not be returned to you. Please refer to the paragraph in this section titled "how we replace your insured item" for more information.

If the depot repairer identifies that the fault or damage that has occurred is not consistent with the details of the claim, or if the depot repairer 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.

For all repairs, **we** offer a standard ninety (90)-day guarantee on all repairs, unless **we** invalidate the manufacturer warranty of **your insured item** in order to repair the **accidental damage** covered by this policy. In such instances where **we** invalidate the manufacturer warranty, **we** will offer **you** with a two (2)-year manufacturer equivalent warranty. This ninety (90) day guarantee or two (2) year manufacturer equivalent warranty, if offered, extends beyond cancellation of **your policy**. This manufacturer equivalent warranty does not affect the extended warranty cover already offered by **us** for **mechanical or electrical breakdown**.

We cannot accept any liability for the retention of any data including your personal data stored on your insured item during repair. You will need to wipe and create your own back up of any personal data prior to sending your insured item to us.

#### How we replace your 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 original insured item. We will also attempt to match the colour of your original insured item, but this may not be possible in all cases. Technological advances may also result in a replacement item being provided which has a lower purchase price than your original insured item but, in all cases, the replacement item will be of the same quality as that of your original insured item prior to the fault or damage. Once you are in receipt of the replacement item, we will take the view that the replacement item is now your insured item.

**We** will notify **you** at the point of claim of the length of time it will take to deliver your replacement item. You must also be available to take receipt of the replacement item.

During the first ninety (90) days of the policy and in the event of a claim we will only be able to dispatch a replacement device to the domestic address that you provided when you purchased the insurance policy, with the exception of where **you** are travelling abroad at the time of the **claim** 

For delivery to the United Kingdom:

If you notify us of your claim between the hours of 08.00 UK time and 20.30 UK time on Monday to Thursday, 08.00 UK time and 21.00 UK time on Friday, or 08.01 UK time to 14.30 UK time on Saturday, and your claim is covered by this policy, a replacement item will be delivered to you on the next working day to an address in the United Kingdom that you have provided to us. Any time after this, your delivery will take one additional working day.

For delivery to the European Union, Switzerland, Norway and the USA:

If you notify us of your claim between the hours of 08.00 GMT and 17.00 UK time Monday to Friday and your claim is covered by this policy, your replacement item will be delivered to you on the next working day to an address in the European Union, Switzerland, Norway and the USA that you have provided to us, unless otherwise advised at the point of claim due to the remote location of the delivery. Any time after this, your delivery will take one additional working day.

For any other Go Roam country, delivery will depend on a number of factors and **we** will advise expected delivery time at point of claim.

You will need to wipe and create your own back up of any personal data prior to sending your original insured item to us, as we will erase all personal data from your original insured item as part of a replacement claim.

Replacements: **We** will collect **your** original **insured item** at the same point as **we** deliver the replacement item. Prior to the courier collecting **your** original **insured item**, you must ensure that all access restrictions on **your** original **insured item** have been removed (e.g. passcodes, Find My iPhone or Android Activation Lock equivalent) where practicable. Failure to disable any access restrictions (e.g. passcodes, Find My iPhone or Android Activation Lock equivalent) after being prompted will result in **us** network blocking **your** replacement device until such time as the restrictions are removed and may result in a charge equal to the cost of the original **insured item** which will be invoiced to **you**. If **we** are unable to operate a swap process of the replacement item in exchange for the original **insured item**, **we** will inform **you** at the point of the claim approval process. In such instances, **you** will need to send **your** original **insured item** to **us** within fourteen (14) days of you receiving the replacement item using a pre-paid shipping label that we will provide during the delivery of the replacement item. If **we** do not receive **your** original **insured item** within this fourteen (14) day period the price of the replacement item will be deducted from the payment card **you** provided to **us** during the claim, or the amount will be invoiced to **you**.

The replacement item provided will have a two (2)-year manufacturer equivalent guarantee which will run from the date **you** receive the replacement item.

As part of our claim assessment process, **you** also consent to us checking your airtime usage with **Three** to detect potential insurance fraud.

If we operate a swap process of the replacement item in exchange for the original insured item, you are responsible for ensuring that the correct insured item is provided to us at the time of the swap taking place. If you provide an incorrect item, or fail to provide your insured item, the price of the replacement item will be deducted from the payment card you provided to us during the claim. If this payment is not successful then we reserve the right to take legal action against you for the return of the replacement item or the value thereof, and any cash settlement or other compensation.

At the point in time that **you** receive **your** replacement item, **you** shall cease to have any legal right to the original **insured item**.

#### Other settlement

In certain, exceptional, circumstances it may not be possible to offer a repair or replacement of your **insured item**. If this is the case, **we** will settle **your** claim by providing a cash settlement. The settlement amount will be determined by **us** based on the lower of the purchase price of **your** original **insured item** and the current replacement cost of a similar item of the same grade and quality of **your insured item**.

#### 6. MAXIMUM COVERAGE

There is no limit to the number of approved screen repair only claims that can be made under this policy. Aside from screen repair only claims, the maximum number of approved loss, theft, accidental damage or mechanical or electrical breakdown claims under this policy is limited to two (2) approved claims during a rolling period of twelve (12) consecutive months, starting from the claim notification date of your first successful claim. This policy continues for a maximum period of sixty (60) months from the start of the policy.

#### 7. WORLDWIDE COVERAGE

**Your insured item** is covered while you are travelling outside of the United Kingdom. **We** will be able to send replacement items and repair **your insured item** in any of the Go Roam destinations. Please see www.three.co.uk/go-roam for a list of these destinations.

#### 8. GENERAL EXCLUSIONS

In respect of the full cover insurance package and the damage only insurance package, your insured item is not covered for:

- the cost of the excess applicable to this policy as stated in your certificate of insurance;
- ii. the cost for the replacement or reinstatement of any data, software, information or music stored on the **insured item**;
- costs 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. cosmetic damage or any other type damage to the insured item, which does not
  affect the ability to use the insured item as intended, for example wear and tear;
- v. cost for routine maintenance, modification, servicing, inspecting or cleaning;
- vi. costs due to **your** failure to follow the manufacturer's instructions or installation
- vii. costs covered under the manufacturer's warranty or any other insurance **you** are covered by:
- viii. 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;
- ix. damage or breakdown where the serial numbers have been removed or altered;
- x. claims outside the **period of cover** or where the payment of premium is overdue;
- xi. mechanical or electrical breakdown or accidental damage caused by:
  - a. abuse, misuse, neglect, malicious damage of the insured item by **vou**.
  - b. intentional or otherwise;
  - c. software or programming;
  - d. any form of electronic virus;
  - accessories or peripherals that were not an integral part of the original installation of the insured item or purchased at the same time as the insured item:
- xii. any repair or replacement of accessories
  - a. not purchased with the insured item; or
  - b. which would take the aggregate value of covered accessories in excess of £300
- xiii. any claim where **your** device is not being used with an active and functioning Three SIM card that has been in use since the inception of the insurance policy up to the date of claim.

In respect of the full cover insurance package only, your insured item is not covered for:

- xiv. theft or loss as a result of the insured item intentionally being left unattended in plain sight or, intentionally left unlocked in vehicles, in public premises or public places;
- xv. theft or loss if a valid crime reference number has not been obtained (this shall contain at minimum, if applicable, an IMEI-number, a description of the event and the date, time and site for the event);
- xvi. theft or loss if you have not notified both the police and Three of the theft or loss and blocked the SIM card, if applicable and provided evidence of this;
- xvii. any claim where you have not taken reasonable care to protect your insured item, to include taking precautions to protect it from damage or loss or intentionally leaving the insured item in possession of another person.

In respect of the damage only insurance package only, **your insured item** is not covered for: **xviii. theft** or **loss**.

#### 9. 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 or considered to be in your best interest or in order to deliver good outcomes. 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 as set out in Section 10 of this policy document.

#### **10. YOUR RIGHT TO CANCEL**

 $\textbf{You} \ \text{have the right to cancel this insurance policy at any time during the } \textbf{period of cover.}$ 

If you regret purchasing your insurance policy, simply contact **Three** within twenty eight (28) days from the start date of your policy. **Three** will give you a full refund of any **premium** you have paid during the relevant **period of cover**, provided you have not made a claim.

You can cancel your policy at any time by calling 0333 338 1067 (standard call charges apply). Call charges and opening hours are detailed in Section 2 above.

If you decide to cancel your insurance policy after the first twenty eight (28) days, we will cancel your policy immediately and you will receive a pro-rata refund for the premium paid covering the period after the cancellation date and remainder of the term of your policy.

#### 11. THE INSURER'S RIGHT TO CANCEL

- i. The **insurer** may cancel **your** policy immediately:
  - a. where you provide information that is untrue or misleading 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, whether intentional or unintentional;
- 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:
- c. where necessary to comply with any applicable laws or regulations;
- d. you have not paid your premium when it falls due and fail to remediate this within the timeframe to settle your bill as advised to you by Three; or
- where there has been a change of ownership of the mobile device or there is no longer a Three SIM being used with the insured item.

If the **insurer** cancels **your** cover as a result of this Section 11 (i) (a), (b) or (d), **Three** will not return any **premium you** have paid. If the **insurer** cancels **your** cover as a result of this Section 11 (i) (c), **we** will calculate **your premium** 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.

- 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 Sections 11 (i) (a)to (e) apply.
- iii. The insurer may also cancel your insurance policy by informing you in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:
  - a. threatening and abusive behaviour towards our, Three's or the insurer's staff.
  - b. failure to provide necessary documents; and/or
  - c. non-compliance with policy terms and conditions.
- iv. (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) or (b) applies.

Three can change the **insurer** that provides cover to **you** but will only do so by issuing **you** with a written notice to **your** last known address. The written notice will be issued at least 60 days prior to the change in **insurer** being effective. In these circumstances the **insurer** will cancel **your insurance policy** and **you** will be covered under this **policy** until the end of the paid period. **You** will not receive a refund of any **premium** paid.

#### 12. END DATE

Insurance coverage begins on the date as stated in your certificate of insurance. Your policy will end at the earliest of the following:

- i. the date **you** inform **us** that **you** are no longer a resident of the United Kingdom;
- ii. the date you cancel your insurance in accordance with Section 10 of this policy document:
- the date the insurer cancels your insurance in accordance with Section 11, or due to suspension or closure of your Three account in accordance with Section 17 of this policy document;
- iv. the date you upgrade your contract with Three and there is no longer a Three SIM being used with the insured item; or otherwise
- at the end of the maximum cover period of sixty (60) months. You will not be covered
  for any new claim arising on or after the end date. This policy will not be renewed
  unless otherwise agreed.

#### 13. GENERAL CONDITIONS

Fraud

If you or anyone acting on your behalf knowingly or recklessly provides information or documents to us that is/are untrue or misleading, fails to disclose information, submits a fraudulent or false document or item, or exaggerates any claim made under this insurance policy, we will not approve any claim and all cover under this policy will cease immediately. The insurer may take legal action against you for the return of the insured item and any cash settlement or other compensation and may demand reimbursement of the expenses incurred. You will not be entitled to any refund of premium, or any refund of an excess under any policy.

In order to protect **our** innocent customers from the impact of fraud **we** have a duty to collaborate and share data with other insurers, telecoms operators, fraud prevention agencies and law enforcement agencies. Where evidence of fraud exists we will take appropriate measures which may include supporting criminal prosecutions and/or financial recoveries where necessary.

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

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 insurance together with other information relating to the claim may be shared with other insurance companies in order to prevent fraudulent claims.

#### 14. DOUBLE INSURANCE

You shall inform the insurer of the existence of other policies covering the insured item contracted with different insurance companies that may have provided coverage to you for the same claim events.

If you intentionally fail to communicate the existence of other insurance policies, and in the event that over-insurance of the claim occurs, the **insurer** will not be obliged to repair or replace **your insured item** nor pay any cash settlement or other compensation detailed in this policy.

#### 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. 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, 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: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>, Website: <a href="mailto:www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>,

This procedure will not prejudice your right to take legal proceedings. However, please note that there are some instances when the Financial Ombudsman Service cannot consider complaints.

A leaflet detailing our full complaints handling procedure is available on request.

#### **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;
- identification documents (for example, your passport or driving licence) and your image in photo or video form (where required as part of our fraud prevention and detection checks);
- c. Information in relation to your policy;
- d. Information about any claims **you** make under **your** policy;
- e. Information on the **insured item** covered under **your** policy;
- f. Feedback on the services we provide to you; and
- g. Records of any correspondence or details of any conversation between you and us.

#### To review our privacy policy please see:

#### https://www.squaretrade.eu/uk/privacy-policy/

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 and/or preventing fraud.

In connection with the above purposes, **we** will share **your** personal information with the **insurer** (www.starrcompanies.co.uk/privacy-policy), **Three**, **our** contractors and subcontractors 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 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 United Kingdom (UK) and European Economic Area (EEA). Where  $\mathbf{we}$  do so,  $\mathbf{we}$  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 UK in the case of transfers out of the UK, or by the European Commission in the case of transfers out of the EEA;
- using specific contracts approved by the UK or the European Commission with recipients giving personal data the same protection it has in Europe (or the UK as applicable); or
- c. if we are transferring personal data to the US, ensuring that the appropriate standard contractual clauses are in place with the recipient. **You** may request for information about any international transfers of personal data by us outside the UK and EEA 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 Legal Department, SquareTrade Limited, 5 Golden Square, London, W1F 9BS, United Kingdom or by sending an email to 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).

#### 17. PREMIUM

The insurance **premium** for the **insured item** will be stated at the time of sale. **We** will confirm **your premium** and **excess** in **your** welcome pack, specifically in **your certificate of insurance**. **Your** monthly **premium** is inclusive of Insurance Premium Tax (IPT).

#### **Monthly Premiums**

Your monthly premium is charged in advance and will appear on your Three account (shown on your Three bill under 'other charges'). In the case of your first bill, you may also receive a partial monthly charge in arrears for the period from your policy start date and your first Three bill date. This will be separately identified on your bill. Each premium paid will cover you for one calendar month and your cover will continue automatically for subsequent months unless you have cancelled the policy previously. If you have placed a pre-order, your policy will not start and you will not be charged the premium until your device is delivered to you.

Failure to pay **your Three** bill on time may also result in **your Three** account being suspended or disconnected. If **you** have not paid **your premium** within thirty six (36) days of its due date, **your** policy will be cancelled and **you** will no longer have cover for **your** inquired item.

Please note that any outstanding insurance **premium** debts may be referred to a debt collection agency on behalf of Three or the insurer.

**Three** Insurance **premium** is collected and refunds are made by **Three**, on behalf of the **insurer**. When **Three** passes the **premium** to us, **we** hold it on behalf of the **insurer** and any payments collected and refunds made by **us** under these terms and conditions are collected or refunded on behalf of the **insurer**.

This insurance is mediated by SquareTrade Limited, which is authorised and regulated by the FCA (No. 538538) in the United Kingdom. Registered office: 5 Golden Square, London, W1F 9BS, United Kingdom.

The insurer is Starr International (Europe) Limited, the underwriter of this policy, whose registered office address is at 30 Fenchurch Avenue, London EC3M 5AD, United Kingdom. Company number 9654797. Starr International (Europe) Limited is authorised by the Prudential Regulation Authority ("PRA") and regulated by the Financial Conduct Authority ("FCA") (No. 676783) and the PRA

To check the FCA and PRA registrations, see http://www.fca.org.uk/register or call:

0800 111 6768 (freephone)

0300 500 8082 (from the UK)

+44 207 066 1000 (from abroad)

The policyholder:

