

MediaMarkt-Saturn Holding Nederland B.V.t (MediaMarkt), in its capacity as an Ancillary Insurance Intermediary (AI), is appointed to distribute this insurance by SquareTrade Europe Limited ("SquareTrade").

OUR SERVICE

You will not receive advice or a recommendation from us, as our service is offered on a non-advised basis, and we will provide you with information only. Therefore, it is important that you read all the information provided to ensure that the product offer is suitable to meet your needs.

INSURER AND ADMINISTRATOR

Starr Europe Insurance Limited is the underwriter and co-manufacturer of this policy. Starr Europe Insurance Limited (Company Number: C 85380) is authorised by the Malta Financial Services Authority (MFSA). Its registered office is Dragonara Business Centre 5th Floor, Dragonara Road St Julians, STJ 3141 Malta.

SquareTrade, which is the administration provider and co-manufacturer of this policy, is acting as an insurance agent on behalf of Starr Europe Insurance Limited. Its principal office address is 9, Pope Urbanus VIII Street, Birkirkara, Malta, BKR1425. SquareTrade is registered on the list of insurance agents under the Insurance Distribution Act of Malta.

SquareTrade and Starr Europe Insurance Limited's MFSA registration can be verified at www.mfsa.com.mt.

DEMANDS AND NEEDS

MediaMarkt is acting on your behalf when facilitating insurance arrangements in the marketplace.

This policy is provided according to your stated needs and requirements based on the selection you have made. MediaMarkt is not giving a personal recommendation or advice in relation to the insurance but will provide you with sufficient information relevant to your demands and needs so you can make an informed decision about the policy. You must decide if this policy is suitable for you.

The Insurance policy meets your demands and needs depending on the policy you purchase. If you have selected one of the following, it will meet your demands and needs if:

- Mobilele Telefoon FIX and FLEX Basic: You wish for your Smartphone device to be repaired or paid out using a gift card (at our choosing) if it is accidentally damaged
- Mobilele Telefoon FLEX+: You wish for your Smartphone device to be repaired or paid out using a gift card (at our choosing) if it is accidentally damaged or stolen
- Consumer Electronics & Mobility Devices FIX and FLEX Basic: You wish for your Consumer Electronics & Mobility device to be repaired or paid out using a gift card (at our choosing) if it is accidentally damaged or suffers a failure after the manufacturer's warranty ends
- Consumer Electronics & Mobility Devices FLEX+: You wish for your Consumer Electronics & Mobility device to be repaired or paid out using a gift card (at our choosing) if it is accidentally damaged or stolen or suffers a failure after the manufacturer's warranty ends
- Brown and White Goods FIX and FLEX Basic: You wish for your Brown and White Goods device to be repaired or paid out using a gift card (at our choosing) if it is accidentally damaged or suffers a failure after the manufacturer's warranty ends
- Brown and White Goods FLEX+: You wish for your Brown and White Goods device to be repaired or paid out using a gift card (at our choosing) if it is accidentally damaged or stolen or suffers a failure after the manufacturer's warranty ends
- Transportation and Installation Damage Protection: You wish for your Brown and White Goods or Consumer Electronics device to be paid out up to a maximum of 5,000 euros using a gift card (at our choosing) if it is accidentally damaged during transportation and installation.

HOW TO MAKE A CLAIM

If you wish to make a claim, please contact SquareTrade, the administrator, by any of the following means:

Online: www.squaretrade.nl

By phone: +31 850644158

By email: klantenservice@squaretrade.nl

In writing to: Claims Department

Address: SquareTrade Europe Limited, 9, Pope Urbanus VIII Street, Birkirkara, Malta, BKR1425.

YOUR RIGHT TO CANCEL

If you change your mind about your policy, you can cancel it within the first 30 days from purchase by contacting the MediaMarkt store where you purchased the FLEX+, FLEX Basic or the FIX policy. After the 30 days from purchase date, you can cancel your FLEX+ or FLEX Basic policy by calling MediaMarkt Customer Service, while you can cancel your FIX policy after 30 days from purchase date by contacting SquareTrade Customer Service.

Cancellation in the cooling off period

If you tell us that you have changed your mind about your policy within the first thirty (30) days after you have received your policy documentation, we will immediately cancel your policy and give a full refund of any premium you have paid, provided that you have made no claims under your policy. If you have successfully claimed under your policy in the first thirty (30) days, you will not be due any refund of any premium you have paid.

Cancellation after the cooling off period

FLEX+ and FLEX Basic: If you wish to cancel after the first thirty (30) days, we will terminate your insurance immediately and your insurance will be valid until the end of the paid period. Your policy will be cancelled from the end of the month for which you have paid and you will have no further liability to pay any further premiums. You will be able to make a claim up to the end of the period of cover. You will not be entitled to receive a refund for cover after the date on which you cancelled your policy for which you have paid. If your policy is cancelled, you will not be able to restart your insurance cover.

FIX: If you wish to cancel after the first thirty (30) days, your policy will be cancelled from the end of the period of cover. You will be able to make a claim up to the end of the period of cover. You will not be entitled to receive a refund for cover after the date on which you cancelled your policy for which you have paid. If your policy is cancelled, you will not be able to restart your insurance cover.

YOUR RIGHT TO COMPLAIN

If you have a complaint regarding your policy, please contact us either:

By phone: +31 850644158

By email: complaintseu@squaretrade.com or

In writing to: Director - Customer Experience & Service

Address: SquareTrade Europe Limited, 9, Pope Urbanus VIII Street, Birkirkara, Malta, BKR1425

You can also complain in the store where you purchased your policy.

For full details of our complaints handling process please see the section marked 'Complaints' in your policy Terms and Conditions.

If, on receiving our final response, you are still not satisfied, you have the right to refer your complaint to: Office of the Arbitrator for Financial Services, First Floor, St Calcedonius Square, Floriana, FRN1530, Malta. Telephone: (+356) 21 249 245, E-mail: complaint.info@asf.mt, Website: www.financialarbitrator.org.mt

APPEALS

If you remain unsatisfied with the decision of the Office of the Arbitrator for Financial Services, then an appeal can be lodged with the Court of Appeal (Inferior Jurisdiction) within 20 days from the date when the decision is notified to you.

This procedure will not prejudice your right to take legal proceedings. However, please note that there are some instances when the Office of the Arbitrator for Financial Services cannot consider complaints.

LAW APPLICABLE TO THE CONTRACT

This policy is governed by the laws of the Netherlands.

Dutch law and regulations apply to the insurance contract and insurance mediation. The competent court is the Dutch General Court, the district court in the first instance.

LOCATION OF THE CONTRACT

Netherlands

LANGUAGE OF THE CONTRACT

The policy and all relevant documentation will be supplied in Dutch. We shall communicate with you in Dutch in relation to your policy.

SQUARETRADE COMMISSION

If you want to know about the commission that SquareTrade receives for a specific product, simply call our contact centre at +31 850 644 158.

Mobile Phone FLEX+ Insurance

Insurance Product Information Document

Company: Starr Europe Insurance Limited, registered office address at Dragonara Business Center, 5th Floor, Dragonara Road, St Julians, Malta. Authorised and regulated by the Malta Financial Services Authority (MFSA) under the company registration number C85380

Product: Mobile Phone FLEX+ Insurance

The following information is an overview of the above mentioned insurance product purchased through MediaMarkt. This information does not contain the full terms and conditions of the contract. These can be found in your policy documentation or by contacting SquareTrade Customer Care on +31 850644158 or emailing klantenservice@squaretrade.nl or visiting squaretrade.nl.

What is this type of insurance?

This insurance meets the demands and needs of MediaMarkt Netherlands customers who wish to insure their Mobile Phone for accidental damage and theft of the insured item stated in their certificate of insurance.



What is insured?

- ✓ Accidental damage to your insured item
- ✓ Theft of your insured item
- ✓ Mechanical and electrical defects to the extent not covered by the manufacturer's warranty
- ✓ The insurance also applies to original accessories supplied with the Insured Product in its original packaging.



What is not insured?

- ✗ Loss
- ✗ Losses resulting from the inability to use the insured product or for losses other than the replacement cost of the insured product
- ✗ The cost of routine maintenance, modification, servicing, inspection or cleaning
- ✗ Cosmetic damage or damage that does not affect the ability to use the insured product as intended, such as by wear and tear
- ✗ Mechanical or electrical damage
- ✗ Accidental damage caused by: misuse, lack of reasonable care, severe weather conditions, accessories that were not part of the original installation, software or programming
- ✗ Any form of electronic virus and any faults or damage resulting from the configuration of user settings, the backing up or recovery of data and by unauthorised third party or engineers
- ✗ Accessories or peripherals that were not an integral part of the original installation of the insured item or were part of the original packaging of the insured item by the manufacturer
- ✗ Costs due to your failure to follow the manufacturer's instructions or installation and unboxing guidelines or any other instructions included on the packaging in relation to the unboxing of the Insured Item
- ✗ Costs incurred as a result of war, terrorism, foreign hostilities, civil disturbance or nuclear contamination
- ✗ Damage or breakdown where the serial numbers have been removed or altered
- ✗ Costs for the replacement or reinstatement of any data, software, information or music stored on the insured item



Are there any restrictions on cover?

- ! Claims outside the period of cover or where the payment of premium is overdue
- ! Cover must be purchased at the same time as the device purchase.
- ! Coverage under this policy is capped at the value of the insured item at the time of your original purchase, whether as a single claim or multiple claims.
- ! Must be a resident of the Netherlands

- ✗ Items that have been recalled by the manufacture and associated costs
- ✗ Costs covered under the manufacturer's or retailer's warranty or any other insurance you are covered by
- ✗ Damage or breakdown where the serial numbers have been removed or altered
- ✗ The cost of excess for a Theft claim
- ✗ Theft 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
- ✗ Theft if a police report has not been filed (this shall contain at minimum, if applicable, an IMEI-number, a description of the event and the date, time and site for the event)
- ✗ Theft if you have not notified both the police and SquareTrade of the theft and blocked the SIM card, if applicable and provided evidence of this
- ✗ Transportation damages where the insured item is being transported by a retailer or any third party
- ✗ Damages resulting from commercial use of the insured item



Where am I covered?

- ✓ You are covered on a worldwide basis, including while travelling outside your country of residence. Claims will only be processed when you return to the Netherlands.



What are my obligations?

- You must not provide false or misleading information in response to any of the questions asked when you take out insurance or when you make a claim.
- You must inform us of any accidental damage, mechanical or electrical breakdown or Theft as soon as possible after discovering that your insured item has been damaged or developed a fault or is stolen.
- You must let us know if you have other insurance covering the insured product with different insurance companies that provide the same coverage.
- You must take reasonable steps to prevent damage to the insured product.
- In the event that any statement made by you is found to be inaccurate or misleading, this may affect the validity of your insurance, any claims previously paid by us, and the ability of you to make a claim in the future. We may also require to amend your insurance policy in accordance with applicable law.
- You must provide all the additional documentation or information that may be necessary so that the Insurer can verify the damage reported
- For any Theft claims you will be required to pay an excess. The excess will need to be paid before the claim can be processed.



When and how do I pay?

The premium is due on the same day each month in advance. The first month of **premium** is charged upfront when your order is processed by MediaMarkt. Subsequent premium payments will be processed on a monthly basis by MediaMarkt up to a maximum policy period of sixty (60) months unless it is cancelled earlier by you or the insurer.



When does the cover start and end?

Cover starts from the date stated in your certificate of insurance and will last up to a maximum period of sixty (60) months from the start date.



How do I cancel the contract?

You have the right to cancel this policy at any time during the period of cover. You can cancel this policy by going to the MediaMarkt store where you purchased the policy.

If you cancel your policy within the first thirty (30) days from purchase of your policy, **MediaMarkt** will give **you** a full refund of the **premium you** have paid provided that you have made no claims under your policy.

If you cancel your policy any time after the above thirty (30) day period your policy will be cancelled from the end of the month for which you have paid and you will have no further liability to pay any further premiums. You will be able to make a claim up to the end of the period of cover. You will not be entitled to receive a refund for cover after the date on which you cancelled your policy for which you have paid. If your policy is cancelled, you will not be able to restart your insurance cover.

You can do this by going to the MediaMarkt store where you purchased the policy (if cancelling within the first 30 days from purchase date) or by contacting MediaMarkt on +31 884640464.

1. THE INSURANCE

Thank **you** for purchasing this insurance product. Subject to the conditions below, **you** are covered for the repair of **your insured item** in the event of **accidental damage** and, depending on **your** chosen insurance package as stated in **your certificate of insurance**, you are covered against **mechanical** or **electrical defects** after the expiry of the manufacturer's warranty and against **theft** during the **coverage**.

The following is explained in this policy:

- **your** cover;
- the exclusions;
- how to contact us to make a claim, and
- how to contact us for any other reason.

Please take the time to read **your** policy so that you understand its terms and keep it in a safe place.

2. CONTACT US

If you wish to contact us, please do so at www.squaretrade.nl. You may also contact us with general questions or claims by the following means:

In writing (letters addressed to the relevant department such as indicated below):

For General Inquiries: Customer Services Department

For Claims: Claims Department

Address: SquareTrade Europe Limited, 9, Pope Urbanus VIII Street, Birkirkara, BKR1425 Malta

Online (to file a claim 24/7): www.squaretrade.nl

By phone: +31 850644158, the lines are open from 9am to 7pm Monday to Friday and from 9am to 1pm on Saturday. In order to improve the quality of our service, we record all telephone conversations for evaluation.

By email: klantenservice@squaretrade.nl

HOW TO MAKE A COMPLAINT

In Writing - Letters addressed to: Director - Customer Experience & Service The address is: SquareTrade Europe Limited, 9, Pope Urbanus VIII Street, Birkirkara, BKR1425 Malta

By phone: +31 850644158

By email: complaintseu@squaretrade.com

In-store: The place where you purchased your policy

3. DEFINITIONS

This policy uses words and phrases that have specific meanings. The following defined words appear in "**bold**" wherever they appear in this policy:

- i. "**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 or damaged screens, damage to ports or speakers, damage due to fire, explosion, implosion or overvoltage, drops, spills, liquid damage or sand damage associated with the handling and use of the **insured item**. **Your** policy does not provide protection against abusive use of the **insured item** as fully defined in Section 9 of this policy document;

- ii. "**certificate of insurance**" means the document sent to **you** at the time of purchase of **your** insurance policy defining **your** chosen insurance package, the **period** of coverage, the **insured item**, the **premium** and if applicable the **deductible**;

- iii. "**cosmetic damage**" or damage not affecting the use of the item 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**;

- iv. "**end date**" means the date on which the cover of this insurance ends, in accordance with Section 13 of this policy document;

- v. "**deductible**" means the sum payable by **you** as part of a claim under this policy, as stated for various types of claims in **your certificate of insurance**;

- vi. "**FIX policy**" means a policy covering only:
 - a. **accidental damage**

purchased and paid for up front for a fixed length **period of cover of 12 rolling months**. **FIX** policies do not cover theft. Whether you have a **FIX**, a **FLEX+** or a **FLEX Basic** policy is stated in **your certificate of insurance**;

- vii. "**FLEX+ policy**" means a monthly policy covering:
 - a. **accidental damage**; and
 - b. **theft** of the insured item

- which, in each case, is paid for the first month in store and thereafter on the same date of the relevant month and continues until the policy is canceled in accordance with these terms subject to a maximum period of sixty (60) months.

- viii. "**FLEX Basic policy**" means a monthly policy covering:
 - a. **accidental damage**

which, in each case, is paid for the first month in store and thereafter on the same date of the relevant month and continues until the policy is canceled in accordance with these terms subject to a maximum period of sixty (60) months.

- ix. "**Insured Item**" means the item or items listed in **your certificate of insurance** that are covered under this policy, which are the new or certified refurbished display or ex-demonstration models of mobile phones and accessories included in the packaging of the original manufacturer of the **insured item** purchased from **MediaMarkt**;

- x. "**Insurer**" means Starr Europe Insurance Limited, whose address is Dragonara Business Center, 5th Floor, Dragonara Road, St Julians, Malta. Authorised under the Malta Insurance Business Act and under registration number C85380 under the supervision of the "**MFSA**" (Malta Financial Services Authority) located at Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta;

- xi. "**mechanical or electrical breakdown**" means the unexpected and sudden failure of any part of the **insured item**, after the expiration of the manufacturer's warranty, as a result of permanent mechanical, electrical or electronic failure not otherwise excluded under the terms of this policy, which causes the part to stop working and means that the **insured item** needs repair.

- xii. "**MediaMarkt**" means MediaMarkt-Saturn Holding Nederland BV

- xiii. "**Period of cover**" means (1) for **FIX policies** the total **period of coverage** of 12 rolling months, also stated in **your certificate of insurance** and (2) for **FLEX+** and **FLEX Basic** policies, the period of one month following your monthly premium (which in the case of a **FLEX+** or **FLEX Basic policy** is paid in advance only for the first month), continuing for no longer than the maximum period of **cover** as stated in the **certificate of insurance**, which is 60 rolling months;

- xiv. "**Policyholder**" means the person named in the **certificate of insurance** who benefits from the chosen insurance package;

- xv. "**Premium**" means the sum payable either each month (for a **FLEX+** or **FLEX Basic policy**) or upfront (for a **FIX policy**) by **you** as stated in the **certificate of insurance** for insurance cover under this **policy** and represents the only amounts **you** must pay for coverage under this policy, including all applicable taxes;

- xvi. "**Theft**" means the situation where **you** lose possession of the **insured item** as a consequence of robbery or any other form of removal using intimidation or violence or pickpocketing where the **insured item** is taken from **your** person without **your** knowledge or for any reason not otherwise excluded under the terms and conditions of this **policy**, and such **theft** is reported without delay to both the police and SquareTrade, in accordance with the procedures set out under Section 6 of this **policy** document;

- xvii. "**we, us, our, administrator**" means SquareTrade Europe Limited, an insurance intermediary, which is the administrator of this policy. SquareTrade Europe Limited is authorized and regulated by the MFSA (Maltese Financial Services Authority, Financial Services Authority of Malta) under company registration number C90216. SquareTrade Europe Limited is part of the US insurance group Allstate Corporation; and

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

4. ELIGIBILITY FOR THIS INSURANCE

This insurance policy must be purchased at the same time of purchase of the **insured item** at a **MediaMarkt** in the Netherlands or online at www.mediamarkt.nl/;

- i. this insurance policy only applies to items purchased from **MediaMarkt** that meet the criteria of an **insured item**;
- ii. you must be 18 years of age or over to take out this insurance policy; and
- iii. this insurance is only available to residents of the Netherlands.

5. PREMIUM

The insurance **premium** for the **insured item** is stated at the time of sale. **We** will confirm **your premium** and **deductible** in **your certificate of insurance**. The **premium** you pay includes Insurance **Premium Tax** (IPT).

UP FRONT PREMIUMS

If your policy is a **FIX policy**, your **premium** for the entire **period of cover** is charged at your policy start date.

The insurance **premium** is collected by **MediaMarkt** on behalf of the **insurer**. Refunds are made by **MediaMarkt** on behalf of the **insurer**. When **MediaMarkt** passes the **premium** to us, we hold it on behalf of the **insurer**.

MONTHLY PREMIUMS

If your policy is a **FLEX+** or **FLEX Basic policy**, your monthly **premium** is charged in advance by **MediaMarkt** for the first month and thereafter on the same date every month. Each subsequent **premium** paid will provide **you with** cover for one calendar month and **your** cover will automatically continue for subsequent months unless **you** have canceled the **policy** prior to the beginning of the following month. If **you** do not pay your **premium** when it falls due, **MediaMarkt** will contact **you** to collect the amount and if **you** have not paid your **premium** within thirty (30) days of the due date, **your policy** will be canceled and **you** will no longer be covered for **your insured item**.

COLLECTION OF PREMIUM

The insurance **premium** is collected on behalf of the **insurer**. Refunds are made by **MediaMarkt**. When **MediaMarkt** 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**.

6. HOW THE SERVICE WORKS

MAKING A CLAIM

During the **period of cover** you can make a claim in the following circumstances by contacting us as soon as possible, using our contact details provided in Section 2 of this policy document:

- if your **insured item** suffers **accidental damage**;
- for **FLEX+** policies only, in the event of the **theft of your insured item** (please note that **FIX** policies and **FLEX Basic** policies do not cover **theft of your insured item**);

In order for us to consider your claim, we may ask you to confirm and provide evidence of your identity, for example by providing a copy of your identification documents and/or submitting a photo or video of yourself.

If you have possession of the **insured item**, once we have confirmed that you have an active policy 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 of your insured item**, and where theft is covered and stated in your **certificate of insurance**, we will require, as soon as possible, a copy of the police report and, where the **insured item** is a connected device (mobile phones, tablets and wearables), evidence from your communications operator that the SIM card has been blocked. The police report should contain, at minimum, an IMEI-number (if applicable), a description of the event and the date, time and location of the event.

If your **insured item** is a mobile phone you can also access unlimited help with all technical questions about products offered to **MediaMarkt** customers in **MediaMarkt's** in-store Smartbar. Additionally, you will receive a Virus Scan via Cyric-server in Smartbar, Diagnostic testing of device, Data back-up and Data Transfer, and free installation of any software and hardware that you buy.

PAYMENT OF YOUR DEDUCTIBLE

Your claim cannot be approved until payment of the relevant **deductible** as stated on your **certificate of insurance** is completed (if applicable). The deductible is deducted from the value of any **MediaMarkt** gift card issued to you as part of an approved claim. If the value of the **insured item** is less than the amount of the **deductible**, we will reduce the deductible to an amount that does not exceed the value of the **insured item**.

HOW WE REPAIR YOUR INSURED ITEM

If a claim is approved and your **insured item** can be repaired, we will arrange shipping of your **insured item** from your address in the Netherlands at no extra cost to you and inform you of the process at the point of a claim. Where an **insured item** can be repaired, we will arrange for the **insured item** to be returned to you at your address at no extra cost via a package delivery service.

Alternatively, You can take the **insured item** to the same **MediaMarkt** store where you purchased the device. If your **insured item** needs to be repaired by a depot repairer, we will arrange transport from the **MediaMarkt** where you dropped the device at no extra cost to you and inform you of the process at the point of a claim. In the case of **insured items** that are connected devices, you must ensure that all access restrictions on your original **insured item** have been removed (e.g. passwords, Find My iPhone, or Activation Lock equivalent) before handing in the device. Where the **insured item** is an iPhone, failure to disable Find My iPhone may result in a charge equal to the cost of the device which will be deducted from the payment card provided to us during the claim, or the amount will be invoiced to you. If the fault is covered by this insurance, we will repair the **insured item**. If we are unable to repair your **insured item** and your claim is covered by this policy, we will issue you a gift card and the original **insured item** may not be returned to you (at our sole discretion), i.e. by handing over the **insured item** to the **MediaMarkt** store, you consent the ownership of the **insured item** to be passed to us in the event that the **insured item** cannot be repaired.

If the depot repair service determines that the defect or damage that has arisen is inconsistent with the details of the claim, or if the depot repair 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 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 a two (2) year manufacturer equivalent warranty. This ninety (90) day guarantee or two (2) year manufacturer equivalent warranty, if offered, extends beyond cancellation or the end of your policy. This manufacturer equivalent warranty does not affect the 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 backup of any personal data prior to sending your **insured item** to us.

OTHER SETTLEMENT

If a claim is approved by our Claims Department but it is not possible to repair the **insured item** (at our absolute discretion) or in the case of any approved claim for the **theft** of an **insured item**, we will settle your claim by providing you with a **MediaMarkt** gift card. The settlement amount will be determined by us based on the original purchase price of your **insured item** and the type of policy you purchased as follows:

Device type	FIX policy	FLEX+ policy	FLEX Basic policy
Mobile phone	80% of the original purchase price of your insured item for the duration of the policy	100% of the original purchase price of your insured item for the duration of the policy	100% of the original purchase price of your insured item for the duration of the policy

Where you have been provided with a **MediaMarkt** gift card, you consent to the ownership of your original **Insured Item** passing to us on receipt of the **MediaMarkt** Gift Card. Where the covered item is in our possession we will retain this, or we may (at our sole discretion) arrange for the **Insured Item** to be collected.

7. MAXIMUM COVERAGE

Coverage under this policy is capped at the value of the **insured item** at the time of your original purchase of the **insured item** whether as a single claim or multiple claims. If any single approved claim for **accidental damage** or **mechanical or electrical breakdown** takes the total value of all approved claims made under this policy above such amount, we will honor that claim following which, the policy will be canceled.

In the case of an approved claim following **theft** of an **insured item**, a **MediaMarkt** gift card will be issued following which the policy will be canceled.

8. WORLDWIDE COVERAGE

You are covered while you are travelling outside of the Netherlands. You should notify us of your claim as soon as possible. If your claim is approved we will support you when you return to the Netherlands.

9. GENERAL EXCLUSIONS

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

FIX and FLEX Basic	FLEX +
Theft or Loss of the Insured Item or any accessories (included in the box)	Loss of the Insured Item or any accessories (included in the box)
Damage that is already covered by manufacturer warranty or seller guarantees or costs that are covered by any other insurance that You are covered by	Damage that is already covered by manufacturer warranty or seller guarantees or costs that are covered by any other insurance that You are covered by
Extended warranty before manufacturer warranty and seller guarantee ends or costs covered by or any other insurance You are covered by	Extended warranty before manufacturer's warranty and seller guarantee ends or costs covered by any other insurance You are covered by
Accidental or deliberate loss of possession of the Insured Item in circumstances that do not constitute Theft	Accidental or deliberate loss of possession of the Insured Item in circumstances that do not constitute Theft
	Theft or loss as a result of the insured item being left unattended in plain sight or, intentionally left unlocked in vehicles, in public premises or public places;
	Theft if a police report has not been filed (this shall contain at minimum, if applicable, an IMEI-number, a description of the event and the date, time and site for the event)
	Theft if you have not notified both the police and SquareTrade of the theft and if applicable and provided evidence of this
	The cost of the excess applicable to this policy as stated in your certificate of insurance

Cosmetic Damage or any other type of damage to the Insured Item, which does not affect the ability to use the insured item as intended, for example wear and tear	Cosmetic Damage or any other type of damage to the insured item, which does not affect the ability to use the Insured Item as intended, for example wear and tear
Intentional damage by the Policyholder	Intentional damage by the Policyholder
Personal data on the insured item (photos, E-mails, contacts, threads, videos, music etc.) or the cost of reinstatement of the same	Personal data on the insured item (photos, E-mails, contacts, threads, videos, music etc.) or the cost of reinstatement of the same
Software applied to the device (apps) that is not necessary for operating the device	Software applied to the device (apps) that is not necessary for operating the device
Abuse, misuse, neglect, malicious damage caused by the Policyholder whether intentional or otherwise, software or programming that is not necessary for operating the device	Abuse, misuse, neglect, malicious damage caused by the Policyholder whether intentional or otherwise, software or programming that is not necessary for operating the device
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;	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;
	Het niet opvolgen van de instructies of de installatie- en uitpak richtlijnen van de fabrikant of andere instructies op de verpakking met betrekking tot het uitpakken van het Verzekerde Item
Routine maintenance, modification, servicing, inspecting or cleaning	Routine maintenance, modification, servicing, inspecting or cleaning
Your failure to follow the manufacturer's instructions or installation and unboxing guidelines or any other instructions included on the packaging in relation to the unboxing of the Insured Item	Schade of defecten waarbij de serienummers zijn verwijderd of gewijzigd
	Your failure to follow the manufacturer's instructions or installation and unboxing guidelines or any other instructions included on the packaging in relation to the unboxing of the Insured Item
War, terrorism, act of foreign hostilities (whether war be declared or not), social disturbance, or contamination by nuclear radiation	War, terrorism, act of foreign hostilities (whether war be declared or not), social disturbance, or contamination by nuclear radiation
Damage or breakdown where the serial numbers have been removed or altered	Damage or breakdown where the serial numbers have been removed or altered
Claims outside the Period of Cover or where the payment of Premium is overdue	Claims outside the Period of Cover or where the payment of Premium is overdue
Any form of electronic virus and any faults or damage resulting from the configuration of user settings, the backing up or recovery of data and by unauthorised third party or engineers;	Any form of electronic virus and any faults or damage resulting from the configuration of user settings, the backing up or recovery of data and by unauthorised third party or engineers;
Transportation damages where the Insured Item is being transported by the Retailer or any third party.	Transportation damages where the Insured Item is being transported by the Retailer or any third party.
Damages resulting from commercial use of the Insured Item	Damages resulting from commercial use of the Insured Item
Items that have been recalled by the manufacturer and associated costs	Items that have been recalled by the manufacturer and associated costs
Accessories or peripherals that were not an integral part of the original installation of the insured item or included within manufacturer's original packaging of the insured item;	Accessories or peripherals that were not an integral part of the original installation of the insured item or included within manufacturer's original packaging of the insured item;
Any repair or replacement of accessories not purchased with the insured item	Any repair or replacement of accessories not purchased with the insured item

10. TERMS AND CONDITIONS

- i. The **insurer** may vary or waive these terms and conditions to:
 - **improve** your cover;
 - comply with any applicable laws or regulations;
 - correct any typographical or formatting errors that may occur.
- ii. **You** will be given at least thirty (30) days' written notice to the last known address that **we** have for **you** on file or any email address that **you** have supplied to **us** (at **our** sole discretion) of any alteration to the terms and conditions of cover under this policy unless the change is due to legislative or regulatory requirements. If **your** cover is changed due to legislative or regulatory changes which are outside the **insurer's** control, then **we** may not be able to give **you** thirty (30) days' notice. In such cases **we** will inform **you** as soon as practicable.

- iii. Despite anything else in these terms and conditions, if the **insurer** varies or waives **your** terms and conditions to **your** detriment and **you** do not wish to continue **your** cover **you** can cancel this insurance policy up to a month after the amendments of the terms and conditions have become effective. For **FIX** customers, you will be eligible for a pro-rata refund.

11. YOUR RIGHT TO CANCEL

You have the right to cancel this insurance policy at any time during the **period of cover**. If **you** regret purchasing **your** insurance policy, simply contact the **MediaMarkt** where you purchased your policy within thirty (30) days from purchase of **your** policy. **MediaMarkt** 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 under this policy prior to that point.

If **you** decide to cancel **your** insurance policy after the first thirty (30) days from purchase of **your** policy, **you** should contact **MediaMarkt** for a **FLEX+** or **FLEX Basic** policy on +31(0)884640464 or **SquareTrade** for a **FIX** policy by using the contact details set out in Section 2. **Your** policy will be canceled from the end of the **period of cover**. **You** will not be entitled to receive a refund for cover after the date on which **you** canceled **your** policy for which **you** have paid.

If **your** policy is canceled, **you** will not be able to restart **your** insurance cover.

12. 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;
 - b. 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; or
 - d. in the case of **FLEX+** and **FLEX Basic** policies, if **you** have not paid **your** **premium** when it falls due and fail to remediate this within thirty (30) days or any other extended time frame agreed with **you**, to settle such payment.

If the **insurer** cancels **your** cover as a result of this Section 12 (i) (a), (b) or (d), **MediaMarkt** will not return any **premium you** have paid. If the **insurer** cancels **your** cover as a result of this Section 12 (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 provided you have not made a claim under this policy prior to that point.

- ii. Any decision to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim, except where Section 12 (i) (a), (b) or (d) applies.
- iii. Cancellation of **your** policy will not affect **your** entitlement to claim for any event occurring before the date of cancellation, except where Section 12 (i) (a), (b), or (d) applies.

SquareTrade 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 or email address or any email address that **you** have supplied to **us** (at **our** sole discretion). The written notice will be issued at least thirty (30) 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.

If **your** policy is cancelled, **you** will not be able to restart **your** insurance cover.

13. END DATE

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

- the date **you** inform us that **you** are no longer a resident of the Netherlands;
- the date you cancel **your** insurance in accordance with Section 11 of this policy document;
- the date the **insurer** cancels **your** insurance in accordance with Section 12 of this policy document;
- the date that **you** return the **insured item** to **MediaMarkt** unused and it is approved by **MediaMarkt** for a full refund;
- the aggregate value of all approved claims made under this policy reaches the maximum coverage as set out in Section 7; or
- otherwise at the end of the maximum cover period which is:
 - 12 rolling months for a **FIX** policy
 - 60 rolling months for a **FLEX+** or **FLEX Basic** policy.

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

Where **you** are eligible to renew this policy at the **end date**, **we** will contact **you** at the last known address that **we** have on file for **you** or any email address that **you** have supplied to us. **We** therefore recommend that where **your** contact details change, **you** contact us using the contact details set out in Section 2 to update **your** contact details before the end of **your** policy. This policy will not be renewed unless otherwise agreed.

14. GENERAL CONDITIONS

FRAUD

If we suspect fraud **we** may ask **you** for additional information to validate the details of your claim. If **you** or anyone acting on your behalf knowingly provides information or documents to **us** that is untrue or misleading, fails to disclose information, submits a fraudulent or false document or item, or exaggerates any claim made under this **insurance**, **we** will not approve any claim and all cover under this policy, cease immediately. The **insurer** may take legal action against **you** for the return of any gift card or other compensation and may demand reimbursement of the expenses incurred.

In order to protect our innocent customers from the impact of fraud **we** have a duty to collaborate and share data with telecom operators, fraud prevention 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.

DUTCH LAW

This policy is governed by the laws of the Netherlands.

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.

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.

15. 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 **your insured item** nor pay any cash or gift card settlement or other compensation detailed in this policy.

16. COMPLAINTS

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 the 'Contact Us' section. **We'll** do **our** best to put things right quickly and fairly.

WHAT HAPPENS NEXT?

We will acknowledge **your** complaint within 1 business day of receipt of **your** complaint. **We** will keep **you** updated on **your** complaint and by fifteen (15) business days **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 Office of the Arbiter for Financial Services (OAFS) in Malta, either directly or via Kifid (Klachteninstituut Financiële Dienstverlening) in Netherlands.

If **you** prefer to liaise with Kifid (Klachteninstituut Financiële Dienstverlening) in the first instance, **you** are welcome to do so. Kifid (Klachteninstituut Financiële Dienstverlening) can assist with the referral to OAFS and in certain limited circumstances may be able to deal with the escalated complaint directly.

Koningin Julianaplein 10; Postbus 93257, NL-2509 AG Den Haag
+31 70 333 8999
consumenten@kifid.nl
www.kifid.nl

You can also refer the complaint directly to OAFS. OAFS is a member of FIN-NET, a network of national organizations responsible for settling consumers' complaints in the area of financial services.

Contact details will always be provided in our final response to you. They are also set out below.

The Office of the Arbiter for Financial Services
First Floor
St Calcedonius Square
Floriana
FRN1530
Malta

Telephone: +356 21 249 245

Website: www.financialarbiter.org.mt

APPEALS

If **you** remain unsatisfied with the decision of the Office of the Arbiter for Financial Services, then an appeal can be lodged with the Court of Appeal (Inferior Jurisdiction) within 20 days from the date when the decision is notified to **you**.

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the Office of the Arbiter for Financial Services cannot consider complaints.

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

17. DATA PROTECTION

Both Starr Europe Insurance Limited and SquareTrade Europe Limited act as data controllers with regard to information that **we** hold about **you** in connection with the insurance policy. To review relevant data protection notices please see www.starrcompanies.com/Privacy-Policy-Malta, or www.squaretrade.nl/privacyverklaring/

We collect, store and use the following personal information supplied by **you** during the formation and performance of **your** policy:

- Your** name and contact details;
- Information in relation to **your** policy;
- Information about any claims **you** make under **your** policy;
- Information on the **insured item** covered under **your** policy;
- Feedback on the services we provide to **you**; and
- Records of any correspondence or details of any conversation between **you** and **us**.

We are required to have a "legal lawful basis" for using **your** personal information, which means that **we** must have a legal justification for collecting, using and storing **your** personal information. **We** need to handle and use **your** personal information to be able to provide **you** with and administer **your** policy; therefore, **our** processing of **your** personal data is necessary for the performance of the services set out under **your** policy. **We** will also use **your** personal information where it is necessary for **our** legitimate interests or the legitimate interests of others. **Our** legitimate interests are to carry out policy administration, customer services, claims management and fraud prevention. **We** may also use **your** personal information if necessary, for complying with **our** legal obligations.

In connection with the above purposes, **we** will share **your** personal information with the **insurer** (www.starrcompanies.com/Privacy-Policy-Malta), **our** contractors and sub-contractors and other third parties 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 European Economic Area. Where **we** do so, **we** will ensure that similar standards of protection are afforded to it. This can be done in a number of different ways, for example:

- only transferring **your** personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission; or
- using specific contracts approved by the European Commission with recipients giving personal data the same protection it has in Europe. **You** may request for information about any international transfers of personal data by **us** outside the European Economic Area by contacting us using the details below.

You have a number of legal rights in relation to the information **we** hold about **you** including a right of notice, access, data-portability, rectification, restriction of processing, erasure, and an objection right. **You** may exercise these rights at any time by submitting **your** request in writing to Legal Department, SquareTrade Europe Limited, 9, Pope Urbanus VIII Street, Birkirkara, BKR1425 Malta or by sending an email to privacy@squaretrade.com. You also have the right to complain to the relevant data protection authority, but **we** encourage **you** to contact us first.

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.

This insurance is mediated by SquareTrade Europe Limited, which is authorised and regulated by the MFSA (company registration number C90216) in Malta. Registered office: 9, Pope Urbanus VIII Street, Birkirkara, BKR1425 Malta.

The **insurer** is Starr Europe Insurance Limited, the underwriter of this policy, which is authorised and regulated by the MFSA (company registration number C85380). Registered office address is at Dragonara Business Center, 5th Floor, Dragonara Road, St Julians, Malta.

18. SQUARETRADE COMMISSION

If you want to know about the commission that SquareTrade receives for a specific product, simply call our contact centre at +31 850 644 158.