

Smartphone (1 Year) 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.

Starr Europe Insurance Limited is authorised to operate in Belgium under free provision of services number 3140.

Product: Omnium 1 Year

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 +32 800 12 823 or emailing serviceclient@squaretrade.be or visiting squaretrade.be.

What is this type of insurance?

This insurance meets the demands and needs of MediaMarkt Belgium customers who wish to insure their smartphone for accidental damage by acts and, to the extent not covered by a manufacturer's warranty, mechanical and electrical breakdown to the insured item stated in your certificate of insurance. Essentially, its purpose is to repair the damaged equipment or provide a gift card. The giftcard value will be eighty per cent (80%) of the acquisition price of the insured item at the time of purchase.



What is insured?

- ✓ Accidental damage to your insured item.
- ✓ Cracked screens or damaged screens (other than cosmetic damage).
- ✓ 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.
- ✓ Battery performance below 50% of the original performance.
- ✓ Water, sand and moisture damages, including oxidation when resulting from water damage.
- ✓ Damage to the ports or speakers.
- ✓ Catastrophic damage.
- ✓ Damage due to fire, explosion, implosion, overvoltage.
- ✓ Damages caused by a third party to the device (children, animals, other persons).



What is not insured?

- ✗ Theft or 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.
- ✗ Extended warranty before manufacturer warranty and seller guarantee ends of costs covered by or any other insurance you are covered by.
- ✗ Accidental or deliberate loss of possession of the insured item in circumstances that do not constitute theft.
- ✗ 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.
- ✗ Intentional damage by the policyholder.
- ✗ Personal data on the insured device (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.
- ✗ 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.
- ✗ Routine maintenance, modification, servicing, inspecting or cleaning.



Are there any restrictions on cover?

- ! Claims outside the period of cover.
- ! Cover must be purchased at the same time as the insured item or at the latest 30 days after the insured good has been bought.
- ! 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 Belgium.

- ✗ Your failure to follow the manufacturer's instructions or installation guidelines.
- ✗ 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.
- ✗ Any form of electronic virus.



Where am I covered?

You are covered on a worldwide basis, including while traveling outside your country of residence. Claims will only be processed when you return to Belgium.



What are my obligations?

- You must not intentionally 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 or mechanical or electrical breakdown as soon as possible and without undue delay after discovering that your insured item has been damaged or developed a fault.
- 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.



When and how do I pay?

Your premium for the entire coverage period will be charged when you purchase the insured item. The amount for your premium will be charged when your order is processed by MediaMarkt.



When does the cover start and end?

Cover starts from the date stated in your certificate of insurance and will end at the end of a total period of 1 year unless it is cancelled earlier by you or the insurer.



How do I cancel the contract?

You have the right to cancel this policy with immediate effect within thirty days of purchasing your insurance policy or the date you receive your policy document (if you receive it at a later date). You should do so by (i) sending a registered letter to SquareTrade Europe BV, or (ii) contacting the MediaMarkt shop where you purchased the insurance policy within thirty days of purchasing your 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 decide to terminate your policy any time after the above thirty (30) day period your policy will be terminated 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 terminated your policy for which you have paid. If your policy is terminated, you will not be able to restart your insurance cover.

You can do this by contacting SquareTrade (if terminating after the first 30 days from purchase date) by: (i) writing to Customer Services Department, SquareTrade Europe BV, Avenue du Port 86C Box 204, 1000 Brussels, Belgium by registered post letter or (ii) by calling handing over a termination letter with notice of receipt or (iii) by bailiff's writ.

1. GENERAL INFORMATION

1.1. Insurance intermediary

MediaMarkt-Saturn Belgium (“MediaMarkt”), in its capacity as an Ancillary Insurance Intermediary (“AI”), is appointed to distribute this policy by SquareTrade Europe BV (“SquareTrade”).

1.2. Insurer

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 located at Dragonara Business Centre 5th Floor, Dragonara Road St Julians, STJ 3141 Malta.

Starr Europe Insurance Limited’s MFSA registration can be verified at <http://www.mfsa.com.mt>.

1.3. Mandated Underwriter

SquareTrade, which is the administrator and co-manufacturer of this policy, is acting as a mandated underwriter on behalf of Starr Europe Insurance Limited. SquareTrade Europe BV (company number: 0786.464.518) is authorised by the Belgian Financial Markets Authority (FSMA). Its registered office is located at Avenue du Port 86C Box 204, 1000 Brussels, Belgium.

SquareTrade’s registration with FSMA can be checked at <https://www.fsma.be/>.

2. POLICY COVERED

This pre-sale disclosure document relates to the following insurance policies:

Omnium Basic	Omnium+	Omnium 1Y
Smartphone Unintentional damage by acts	Smartphone Unintentional damage by acts and theft	Smartphone 1 year unintentional damage by acts

3. VALIDITY OF THE INFORMATION PROVIDED

Unless otherwise provided, the information on the features, premium, conditions and other contractual modalities are valid during the validity period of the offer or, failing that, 14 days from the issuance of the offer.

4. 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 to 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 requirements and needs if:

- **Smartphone Omnium Basic:** You wish your smartphone to be repaired or replaced with a gift card (of our choice) if it is accidentally damaged.
- **Smartphone Omnium+:** You wish your smartphone to be repaired or replaced with a gift card (of our choice) if it is accidentally damaged or stolen.
- **Smartphone Omnium+:** You wish your smartphone to be repaired or replaced with a gift card (of our choice) for 1 year if it is accidentally damaged.

5. INSURANCE PREMIUMS

Your premium plus taxes or, where applicable, the modalities for the calculation of your premium are stated on the offer. Unless expressly provided otherwise, premiums are payable in advance on the due date, i.e.:

- **For Omnium Basis and Omnium+ policies:** the premium is payable monthly and invoiced in advance;
- **For Omnium 1Y policies** the premium for the entire coverage period will be charged on the date your policy starts.

6. HOW TO MAKE A CLAIM

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

- **By phone:** +32 800 12 823. The lines are open from 9am to 7pm Monday to Friday and from 10am to 1pm on Saturday. To improve the quality of our service, we record all telephone calls for evaluation purposes.
- **By email:** Klantenservice@squaretrade.be
- **In writing at the following address:** Complaints department: SquareTrade Europe BV, Avenue du Port 86C Box 204, 1000 Brussels, Belgium.

7. DURATION

The coverage period begins on the commencement date as stated in your certificate of insurance and:

- **For Omnium Basic and Omnium+ policies:** the period of cover is one (1) month and is tacitly renewed for successive periods of one (1) month. The maximum total duration of cover is 60 months from the effective date.
- **For Omnium 1Y policies:** they expire at the end of the maximum coverage period, which is 12 consecutive months from the effective date.

8. YOUR RIGHT TO CANCEL AND TERMINATE

8.1. Cancellation during the cooling-off period

If you tell us that you have changed your mind about your policy within the first thirty (30) days of the commencement date of your policy or the date upon which you received your policy documentation (if you receive such policy documentation at a later date), 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 within the first thirty (30) days, you will not be entitled to any refund of the premium paid by you.

8.2. Cancellation after the cooling-off period

For Omnium Basic and Omnium+ policies: If you wish to cancel your contract after the first thirty (30) days, we will terminate your insurance immediately and your insurance will remain valid until the end of the month for which you have paid.

For Omnium 1Y policies: If you wish to cancel your policy after the first thirty (30) days, we will terminate it immediately and you will be entitled to a pro-rata refund of the remaining period paid, provided you have not made a successful claim.

9. YOUR RIGHT TO COMPLAIN

If you have a complaint regarding your policy, you can either:

- **Call:** +32 800 12 823;
- **Send an e-mail to:** complaintseu@squaretrade.com; or
- **Write to:** Director - Customer Service at the following address: SquareTrade Europe BV, Avenue du Port 86C Box 204, 1000 Brussels, Belgium.

You can also complain online or at the shop where you took out your insurance.

For details on our complaints handling process, please refer to the ‘Complaints’ section in the Terms and Conditions of your insurance policy.

If, despite our efforts to resolve your complaint, you are not satisfied with the solution proposed, you have the right to refer your complaint to either:

- The Belgian Insurance Ombudsman: Square de Meeûs 35, 1000 Brussels, Belgium, Telephone: +32 254 75 871, E-mail: info@ombudsman-insurance.be, Website: <https://www.ombudsman-insurance.be>.
- The Office of the Arbitrator for Financial Services/OAFS in Malta: First Floor, St Calcedonius Square, Floriana, FRN1530, Malta, Telephone: (+356) 21 249 245, E-mail: complaint.info@asf.mt, Website: www.financialarbitrator.org.mt.

10. LAW APPLICABLE TO THE CONTRACT AND PRE-CONTRACTUAL RELATIONS

The policy and the pre-contractual relation are governed by Belgian law.

The insurance contract and insurance mediation are governed by Belgian laws and regulations. Any dispute in relation hereto falls under the exclusive jurisdiction of the Belgian courts.

11. LOCATION OF THE CONTRACT

Belgium.

12. LANGUAGE OF THE CONTRACT

The policy and all relevant documentation are provided in Dutch and/or French and/or English. We shall communicate with you in Dutch or French or English, depending on your chosen language, in relation to your policy.

1. GENERAL

Thank You for purchasing this insurance. This Policy Document explains among others:

- who we are, (see Section 1.2 and 1.3);
- how to contact us (see Section 3.1);
- how to make a complaint (see Sections 3.2 and 14);
- Your insurance coverage (see Sections 6.1, 6.3 and 6.4);
- the exclusions to Your insurance coverage (see Sections 6.2 and 6.5);
- the duration of this Policy (see Section 6.3);
- how to make a claim (see Section 7);
- the service options we offer as regards the Insured Item (see Section 8);
- Your rights to cancel and terminate this Policy (see Section 10.2); and
- how we use Your personal data and Your rights in relation thereto (see Section 15).

Please take the time to read this Policy Document so that You understand its terms and keep it in a safe place.

This Policy Document relates to the following Smartphone insurance policies offered by us:

Insurance Category	Insurance Product	Type
Smartphone	Omnium 1Y	1 year Accidental Damage from Handling, Upfront
Smartphone	Omnium Basic	Accidental Damage from Handling and Electrical or Mechanical breakdown after the legal warranty has expired, Monthly
Smartphone	Omnium+	Accidental Damage from Handling plus Theft and Electrical or Mechanical break-down after the legal warranty has expired, Monthly

1.2 Who we are

This Policy is provided through the insurance intermediary SquareTrade Europe BV, a private limited company organised under the laws of Belgium, having its registered office at Avenue du Port 86C Box 204, 1000 Brussels, registered with the Crossroads Bank for Enterprises under number 0786.464.518 and authorised by the FSMA acting as a mandated underwriter for the Insurer. SquareTrade Europe BV acts as a mandated underwriter of the Insurer.

1.3 Insurer

The Insurer is 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. Starr Europe Insurance Limited is registered with the National Bank of Belgium (NBB) under number 3140 under the freedom to provide services. The NBB is located at avenue Berlaumont 14, 1000 Brussels, www.nbb.be.

2. DEFINITIONS

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

- "Accidental Damage from Handling"** 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 from Handling 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;
- "Certificate of Insurance"** means the Document sent to You at the time of purchase of Your Policy defining Your chosen Insurance Product, the Period of Cover, the Insured Item, the Premium and, if applicable the Excess;
- "Commencement Date"** means the date You purchase Your Policy and You pay Your Premium or, if applicable, Your first monthly Premium;
- "Cosmetic Damage"** means damage not affecting the use of the Insured Item such as 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;
- "Covered Event"** means the circumstances listed in Section 6.1 below;
- "End Date"** means the date on which the cover of this insurance Policy ends, in accordance with this Policy Document;
- "Excess"** means the sum which shall be deducted from any amounts paid to You as part of a claim under the Policy, as stated in Your Certificate of Insurance. Unless expressly provided otherwise, only policies covering Theft require an Excess;
- "FSMA"** means the Belgian Financial Services and Markets Authority. The website of the FSMA can be consulted at <https://www.fsma.be>;
- "Insured Item"** means the item or items listed in Your Certificate of Insurance that are covered according to this Policy and purchased from Retailer. Under this Policy an Insured Item shall be a smartphone. This includes original accessories supplied with the item or items listed in Your Certificate of Insurance;

- "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;
- "Mechanical or Electrical Breakdown"** means the unexpected and sudden failure of any part of the Insured Item, after the expiration of the manufacturer's or retailer's legal and/or commercial warranty, as a result of permanent mechanical, electrical or electronic failure not otherwise excluded under the terms of this Policy, which causes the Insured Item to stop working and means that the Insured Item needs repair;
- "Monthly Policy"** means an insurance policy which provides for the payment of monthly premiums as further clarified in Section 5.3 below;
- "Period of Cover"** has the meaning ascribed in Section 6.3 below;
- "Policy"** means the insurance policy governed by this Policy Document;
- "Policy Document"** means these policy terms and conditions;
- "Policyholder"** means the person named in the Certificate of Insurance who benefits from the chosen Policy insurance package;
- "Premium"** means, depending on the Insurance Product concerned, the sum payable either each month (for Monthly policies) or upfront (for Upfront policies) by You as stated in the Certificate of Insurance for insurance cover under this Policy and (together with any applicable Excess) represents the only amounts You must pay for coverage under this Policy, including all applicable taxes;
- "Retailer"** means Media Markt Saturn Belgium N.V, Brusselsesteenweg 496 PB 2 1731, Asse, Belgium;
- "Retailer Website"** means www.mediamarkt.be;
- "SquareTrade, we, us, our, administrator"** means SquareTrade Europe BV, an insurance intermediary, which is the mandated underwriter of this Policy. SquareTrade Europe BV is authorised and regulated by the FSMA. SquareTrade Europe BV is part of the US insurance group Allstate Corporation;
- "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 7.1 of this Policy Document;
- "Upfront Policy"** means an insurance policy which provides for the payment of monthly premiums as further clarified in Section 5.2 below; and
- "You, Your"** means the policyholder named on the Certificate of Insurance.

3. CONTACT US

3.1 Contact

If You wish to contact us, please do so at www.squaretrade.be 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 BV, Avenue du Port 86C Box 204, 1000 Brussels, Belgium.
 - Online (to file a claim 24/7): www.squaretrade.be
- By phone:** +32 800 12 823 the lines are open from 9am to 7pm Monday to Friday and from 10am to 1pm on Saturday. In order to improve the quality of our service, we record all telephone conversations for evaluation.
- By email:** Klantenservice@squaretrade.be

3.2 Complaints

For any complaints, we suggest to use the complaints details as set forth in Section 14 below.

3.3 Languages

Communication with our clients is in Dutch or French, at Your discretion. If your preferred language is English, to file a claim or contact us for anything else please call us on +32 800 12 823. Our Documents are available in Dutch, French and English.

4. ELIGIBILITY FOR THIS POLICY

This Policy shall be purchased at the same time as the purchase of the Insured Item, or at the latest thirty (30) days after the purchase of the Insured Item, in a Retailer store in Belgium or from the Retailer Website;

- this Policy only applies to items purchased from Retailer that meet the criteria of an Insured Item;
- if You are an individual, You must be 18 years of age or over to take out this Policy;
- this Policy is only available to residents of Belgium and companies incorporated in Belgium; and
- all of our customers are treated as retail customers.

5. PREMIUM

5.1 General

The insurance Premium for the Insured Item is stated at the time of sale. We will confirm Your Premium and, if applicable, the Excess, in Your Certificate of Insurance. The Premium You pay includes Insurance Premium Tax ("IPT"). Depending on the Insurance Product concerned, the Premiums are payable either upfront or monthly.

5.2 Upfront Premiums

If Your Policy is an Upfront Policy, Your Premium for the entire Period of Cover is charged on the day of Your Policy Commencement Date.

5.3 Monthly Premiums

If Your Policy is a Monthly Policy, Your monthly Premium is charged in advance by Retailer for the first month and thereafter on the same date every month. Each subsequent Premium paid will provide You with cover for one (1) calendar month and Your cover will automatically continue for subsequent months unless You have cancelled or terminated the Policy prior to the beginning of the following month in accordance with Section 10 of this Policy Document.

5.4 Late payments

If You do not pay Your Premium when it falls due, Retailer will, in accordance with the modalities set forth under applicable law, contact You in order to collect the amount due. If You have not paid Your due Premium within thirty (30) days or any other extended time frame agreed with You, Your Policy may be suspended and/or subsequently terminated in accordance with the modalities set forth under applicable law, in which case You will no longer be covered for Your Insured Item. For policies under Belgian law, the procedure set forth under articles 69 – 71 of the Belgian Insurance Act of 4 April 2014 shall apply.

5.5 Collection of Premium

The Premium is collected by Retailer on behalf of the Insurer. Refunds are made by Retailer on behalf of the Insurer. When Retailer passes the Premium to us, we hold it on behalf of the Insurer and any payments collected and refunds made by us under the Policy are collected or refunded on behalf of the Insurer.

6. COVERAGE AND EXCLUSIONS

6.1 Covered Events

This Insurance Policy covers the following damages and circumstances as regards the Insured Item associated with its handling and use:

Omnium Basic and Omnium 1 Year	Omnium+
Cracked screens or damaged screens (other than Cosmetic Damage)	Cracked screens or damaged screens (other than Cosmetic Damage)
Damage to the ports or speakers	Damage to the ports or speakers
Catastrophic damage	Catastrophic damage
Damage due to fire, explosion, implosion or overvoltage	Damage due to fire, explosion, implosion, overvoltage
Damages caused by a third party to the device (children, animals, other persons)	Damages caused by a third party to the device (children, animals, other persons)
Water, moisture and sand damage, including oxidation when resulting from water damage	Water and moisture damage, including oxidation when resulting from water damage
Mechanical or Electrical Breakdown (after the expiration of the manufacturer's or retailer's legal and/or commercial warranty)	Mechanical or Electrical Breakdown (after the expiration of the manufacturer's or retailer's legal and/or commercial warranty)
Battery performance below 50% of the original performance	Battery performance below 50% of the original performance
	Theft of Insured Item
Damage to the accessories that came in the Insured Item's original manufacturer's packaging	Damage to and theft of accessories that came in the Insured Item's original manufacturer's packaging

For approved claims for any of the Covered Events listed above, SquareTrade will cover the full costs of repair and any shipping/logistics costs, up to a maximum of the insured sum as defined in section 6.5 below. Costs of repair include the cost of replacement parts, labour costs of the repairer, if necessary, and/or actual costs incurred.

Where a claim is made under a manufacturer's or retailer's warranty and the Insured Item is repaired or replaced by the manufacturer, you must inform us if the IMEI or serial number of the Insured Item has changed. This will not impact your Policy coverage but if you do not notify us of a change to the IMEI or serial number, in the event of a claim under this Policy you must provide proof of the Insured Item being replaced. In the event that a payout is received and you no longer own the Insured Item, please notify us to cancel your Policy.

6.2 General Exclusions

Your Insured Item is not covered for:

Omnium Basic and Omnium 1 Year	Omnium+
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 the manufacturer warranty and seller guarantee ends or costs covered by or any other insurance You are covered by	Extended warranty before the manufacturer warranty and seller guarantee ends or costs covered by or 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
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	Theft or loss as a result of the object being intentionally left unattended in plain sight or, left unlocked in vehicles, in public premises or public places;
Intentional damage by the Policyholder	Theft if a police report has not been filed
Personal data on the Insured Item (photos, E-mails, contacts, threads, videos, music etc.) or the cost of reinstatement of the same	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
Software applied to the device (apps) that is not necessary for operating the device	Intentional damage by the Policyholder
Abuse, misuse, neglect, malicious damage caused by the Policyholder whether intentional or otherwise, software or programming that is not necessary for operating the device	Personal data on the insured device (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
Costs suffered as a result of not being able to use the Insured Item or any cost other than the re-placement cost of the Insured Item;	Abuse, misuse, neglect, malicious damage caused by the Policyholder whether intentional or otherwise, software or programming that is not necessary for operating the device
Routine maintenance, modification, servicing, inspecting or cleaning	The cost of the Excess applicable to this policy as stated in your Certificate of Insurance
Your failure to follow the manufacturer's instructions or installation guidelines	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;
War, terrorism, act of foreign hostilities (whether war be declared or not), social disturbance, or contamination by nuclear radiation	Routine maintenance, modification, servicing, inspecting or cleaning
Damage or breakdown where the serial numbers have been removed or altered, and you are not able to provide any proof that this is due to a replacement by the manufacturer	Your failure to follow the manufacturer's instructions or installation guidelines, and you are not able to provide any proof that this is due to a replacement by the manufacturer
Claims outside the Period of Cover or where the payment of Premium is overdue	War, terrorism, act of foreign hostilities (whether war be declared or not), social disturbance, or contamination by nuclear radiation
Any form of electronic virus	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
	Any form of electronic virus

6.3 Period of Cover

Depending on the insurance product concerned and, as also stated in Your Certificate of Insurance the following Period of Cover will apply:

Insurance Product	Period of Cover
Omnium 1 Year	Unless terminated earlier in accordance with Section 10 below, the Period of Cover is twelve (12) consecutive months following the Commencement Date.
Omnium Basic	Unless terminated earlier in accordance with Section 10 below, the Period of Cover is one (1) month which will be tacitly renewed for consecutive periods of one (1) month. The maximum total duration of the Policy is 60 months following the Commencement Date ("Maximum Cover Period").
Omnium+	Unless terminated earlier in accordance with Section 10 below, the Period of Cover is one (1) month which will be tacitly renewed for consecutive periods of one (1) month. The maximum total duration of the Policy is 60 months following the Commencement Date ("Maximum Cover Period").

6.4 Geographical Coverage

You are covered while You are travelling outside of Belgium. To the extent that the Covered Event would occur outside Belgium, You should notify us of Your claim as soon as possible. If Your claim is approved we will support You when You return to Belgium as further clarified in this Policy and more in particular in Sections 7 and 8 below.

6.5 Maximum coverage

Coverage under this Policy is capped at the lower of (a) value of the Insured Item at the time of Your original purchase of the Insured Item or (b) Five thousand Euros (€5,000) whether as a single claim or multiple claims. If any single approved Covered Event takes the total value of all claims under this Policy above such amount, we will honour that claim following which, Your Policy may be cancelled by either party in accordance with the procedure set forth under applicable law. For Policies under Belgian law, the procedure set forth in Article 86 of the Belgian Insurance Act of 4 April 2014 shall apply.

If Theft is a Covered Event under Your insurance Policy (as set forth in Section 6.1 above) and provided that the claim for Theft of the Insured Item has been approved, a gift card (as set forth in Section 8 below) will be issued following which the Policy may be cancelled by either party in accordance with the procedure set forth under applicable law. For Policies under Belgian law, the procedure set forth under Article 86 of the Belgian Insurance Act of April 2014 shall apply.

7. HOW THE SERVICE WORKS

7.1 Making a claim

During the Period of Cover, You can make a claim for a Covered Event by contacting us as soon as reasonably possible and without undue delay, using our contact details provided in Section 1 of this Policy Document. If the Policyholder is a business (rather than a natural person), claims must be made by calling the phone number set out in Section 1.

In order for us to consider Your claim, we may ask You to provide the original purchase invoice of the Insured Item as well as any documents in general necessary to assess the merits of the claim to help us find the best solution for you and to confirm and provide evidence of Your identity. This may include but is not limited to: photo(s) and/or videos of your device, the damage, and the serial number, detailed information about the issue via troubleshooting process, and by providing a copy of Your identification documents and/or, to the extent necessary for fraud prevention and is in compliance with applicable laws, by submitting a photo, video or voice recording of Yourself. Failure to provide this information will prevent your claim from progressing.

If You have possession of the Insured Item, once we have confirmed that You have an active Policy we will initially attempt to troubleshoot the Covered Event 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 as 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, evidence from Your communications operator that the SIM card has been blocked. The police report should contain, at minimum, a description of the Insured Item with, if applicable, its IMEI-number (International Mobile Equipment Identity number), a description of the event as well as the indication of the date, time and location of the event.

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 Insured Item or replacement item to be returned to us.

7.2 Payment of the Excess

If Theft is a Covered Event under Your Policy, such Policy will require payment of an Excess to bring a claim for Theft of the Insured Item. In such case, the Excess is deducted from the value of any Retailer gift card issued to You as part of an approved claim.

8. SERVICE OPTIONS – HOW WE SERVICE YOUR CLAIM

8.1 General

Depending on the type of Your claim, we offer the following service options (the “Service Options”):

- (i) Repair
- (ii) Gift Card

Depending on the Covered Events under Your Insurance Policy (see Section 6.1 above), the following Service Options will be available for the following types of claims:

Claim Type	Repair	Gift Card
Mechanical or Electrical Breakdown e.g. software stops working (if covered under Section 6.1 above)	✗	✓
Accidental Damage to an Insured Item that is repairable	✓	✓
Accidental Damage to the device that is not repairable*	✗	✓
Theft Claims (if covered under Section 6.1 above)	✗	✓

* an Insured Item is considered as “not repairable” where restoring the Insured Item to its original condition would exceed the sum insured or is not possible.

8.2 Repair

If a repair is approved by our Claims Department, we will make the necessary arrangements for Your Insured Item to be repaired without any additional cost to You. If Your Insured Item can be repaired, we will arrange shipping of your Insured Item from your address in Belgium 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.

In the case of Insured Items that are connected devices, You must ensure that all access restrictions on Your Insured Item have been removed (e.g. passwords, Find My iPhone, or Activation Lock

equivalent) before handing in the device. If the fault is covered by this insurance, we will repair the Insured Item. 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 invoiced to you.

If we are unable to repair Your Insured Item and Your claim is covered by this Policy, we will issue You a Retailer 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 delivery service. 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 repair centre determines that the defect or damage that has arisen is inconsistent with the details of the claim, or if the repair centre 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) days guarantee unless we invalidate the legal warranty of Your Insured Item in order to repair the Accidental Damage covered by this Policy. In such instances where we invalidate the legal warranty, we will offer You an equivalent warranty for the remaining duration of what your original legal warranty would have been. This ninety (90) day guarantee or manufacturer equivalent warranty, if offered, is not affected by 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 or deletion 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 providing Your Insured Item to us.

8.3 Gift Card 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 Retailer 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:

Omnium 1 Year	Omnium Basic and Omnium+
Repair as a primary Service Option	Repair as a primary Service Option
Gift card (80%)*	Gift card (100%)*

* The % is the value of the Gift Card as a % of the acquisition price of the Insured Item at the time of purchase, capped at a maximum of 5,000 euros.

8.4 Non-repairable goods

For any Insured Items which are not repairable and a gift card has been provided in order to purchase a replacement item, where they are located in a repair centre, SquareTrade will not return these items.

9. MODIFICATION OF THIS POLICY

9.1 When

The Insurer may vary this Policy to:

- (a) improve Your cover;
- (b) comply with any applicable laws or regulations;
- (c) correct any typographical or formatting errors that may occur.

9.2 Notification

You will be given at least thirty (30) days' written notice to the last known address that we have for You on file or last known 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.

9.3 Cancellation

Despite anything else in this Policy, if the Insurer varies or waives Your Policy and You do not wish to continue Your cover You can cancel this Policy. If Your Policy is an Upfront Policy, You will be eligible for a pro-rata refund.

It is Your sole responsibility to inform us in a timely manner of any changes in the information You provided us under this Policy.

10. TERMINATION

10.1 General grounds for termination

The Period of Cover begins on the Commencement Date as stated in Your Certificate of Insurance. Your Policy will end at the earliest of the following:

- (a) the date You inform us that You are no longer a Belgian resident;
- (b) the date You cancel Your insurance in accordance with Section 10.2 of this Document Policy;
- (c) the date the Insurer cancels Your insurance in accordance with Section 10.3 of this Policy Document;
- (d) the date that You return the Insured Item to Retailer unused and it is approved by Retailer for a full refund;
- (e) the date on which the Insured Item is no longer in your possession due to a transfer to another person, other than in the case of Clause 8.2;
- (f) subject to the procedure as set forth in Section 6.5, the aggregate value of all approved claims made under this Policy reaches the maximum coverage as set out in Section 6.5 of this Policy Document; or
- (g) otherwise and if applicable; at the end of the maximum Period of Cover.

You will not be covered for any new claim arising on or after the End Date.

10.2 Your right to cancel and terminate

- (a) Cancellation

You have the right to cancel this Policy with immediate effect within thirty (30) days from the purchase of Your Policy or the date upon which You have received Your Policy Documentation (if You receive such Policy Documentation at a later date). If You regret purchasing Your

insurance Policy, either (i) send a registered letter to SquareTrade Europe B.V., Avenue du Port 86C (box 204), 1000 Brussels, Belgium or (ii) contact the Retailer store where You purchased it within thirty (30) days from the purchase of Your Policy. The Retailer 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 which has been accepted under this Policy prior to that point.

(b) Termination

After the first thirty (30) days from purchase of Your Policy, You have the right to terminate this Policy at any time during the Period of Cover. To terminate Your Policy:

- (i) A **Monthly Policy**: You must either (i) contact SquareTrade by sending a registered post letter to SquareTrade Europe B.V., Avenue du Port 86C (box 204), 1000 Brussels, Belgium, or (ii) bailiffs writ, (iii) a notice of termination with a confirmation of receipt or (iv) by calling the Retailer on +32 246 55 500.
- (ii) An **Upfront Policy**: You must contact SquareTrade either by (i) sending a registered post letter to SquareTrade Europe B.V., Avenue du Port 86C (box 204), 1000 Brussels, Belgium, or (ii) bailiffs writ, (iii) a notice of termination with a confirmation of receipt or (iv) by calling SquareTrade on +32 800 12 823.

If You cancel Your Policy in accordance herewith, and Your Policy:

- (i) is a **Monthly Policy**: You will not obtain a refund and Your Period of Cover will end at the end of the month following the month in which You gave the notice of termination and, for the avoidance of doubt, the Premium for such month remains due;
- (ii) Is an **Upfront Policy**: You will be entitled to a pro-rata refund for the remaining paid cover period, provided that You have not made any claims which have been accepted. If Your Policy is terminated, Your cover will end and You will not be able to restart Your insurance cover.

10.3 SquareTrade's and the Insurer's right to terminate

(a) Grounds for termination

Subject to applicable law, we may suspend and/or terminate Your Policy:

- (i) where You intentionally 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;
- (ii) where we demonstrate that You (or by someone acting on Your behalf) have intentionally provided untrue or misleading information in relation to the cover provided under this Policy;
- (iii) where necessary to comply with any applicable laws or regulations; or
- (iv) in the case of Monthly policies, if You have not paid Your Premium when it falls due and fail to remediate this in accordance with Section 5 of this Policy Document.

(b) Consequences of termination

If the Insurer terminates Your Policy as a result of this Section 10.3(a)(i), (a)(ii) or (a)(iv), Retailer will not return any Premium You have paid. If the Insurer terminates Your Policy as a result of this Section 10.3 (a)(iii), 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 which has been accepted under this Policy prior to that point.

Any decision to terminate Your Policy will not be made at an individual level and will not be based on whether You have made a claim, except where Section 10.3(a)(i), (a)(ii) or (a)(iv) applies.

Termination of Your Policy will not affect Your entitlement to claim for any event occurring before the date of termination, except where Section 10.3(a)(i), (a)(ii) or (a)(iv) applies.

Unless expressly provided otherwise, an event of termination as set forth herein will become effective at the end of the month following the month in which You gave the notice of termination.

SquareTrade can change the Insurer that provides this Policy to You but will only do so by issuing You with a written notice to Your last known address or 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.

If Your Policy is terminated, You will not be able to restart Your insurance cover.

11. FRAUD

You must respond honestly to any request for information we make when You take out cover under this Policy, apply to amend Your cover under this Policy or make a claim under this Policy. In the event that any statement of fact You make is intentionally untrue or misleading, we may cancel the Policy. In the event that any statement of fact You make is unintentionally incorrect or omitted, we may request to amend the Policy in accordance with applicable law. In any case, the provision of incorrect or misleading information 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 Policy together with other information relating to the claim may be shared with other insurance companies in order to prevent fraudulent claims.

If we suspect fraud we may ask You for additional information to validate the details of Your claim. If we make any claim payments as a result of dishonesty or deceitful behaviour by You (or by someone acting on Your behalf), then You will no longer be entitled to any benefits under this Policy and the Insurer may claim the return of any cash settlement or other compensation. 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.

12. APPLICABLE LAW AND CHOICE OF COURT

This Policy is governed by the laws of Belgium. Any dispute relating to the information, formation, execution, performance, termination, cancellation or interpretation of this Policy shall fall exclusively within the jurisdiction of the Belgian courts, to the extent legally permitted.

13. 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 give You any gift card settlement or other compensation detailed in this Policy.

14. COMPLAINTS

We aim 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, we'll do our best to put things right quickly and fairly.

14.1 Complaints addressed to SquareTrade

For any complaints, please contact us by using the following contact details:

- (a) **In Writing** - Letters addressed to: Director - Customer Service
Address: SquareTrade Europe BV, Avenue du Port 86C Box 204, 1000 Brussels, Belgium.
- (b) **By phone**: +32 800 12 823
- (c) **By email**: complaintseu@squaretrade.com

We will acknowledge Your complaint within one (1) business day of its receipt. We will keep You updated on Your complaint and by fifteen (15) business days we will provide You with a written Final Response.

14.2 Complaints

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 either The Office of the Arbiter for Financial Services (OAFS) in Malta, or the, Ombudsman des Assurances/Ombudsman van de Verzekeringen the details of which are below:

The Office of the Arbiter for Financial Services (OAFS)

You can 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.

- (a) **In Writing**: First Floor, St Calcedonius Square, Floriana, FRN1530, Malta
- (b) **By phone**: +356 21 249 245
- (c) **Website**: www.financialarbiter.org.mt

For complaints addressed to Belgian Insurance Ombudsman

- (a) **In Writing**: Square de Meeûs 35, 1000 Brussels, Belgium
- (b) **By phone**: +32 2 547 58 71
- (c) **E-mail**: info@ombudsman-insurance.be
- (d) **Website**: <https://www.ombudsman-insurance.be>

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

15. DATA PROTECTION

15.1 Data controllers

Both the Insurer and SquareTrade Europe act as data controllers with regard to information that we hold about You in connection with the insurance Policy. The Retailer will act as processor for and on behalf of us. To review relevant data protection notices please see:

English: <https://starrcompanies.com/Privacy-Policy-Malta>

French: <http://squaretrade.eu/be/politique-de-confidentialite>

Dutch: <http://squaretrade.eu/be/beperkt-privacybeleid>

15.2 Personal Data we collect

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;
- (b) Information in relation to Your Policy;
- (c) Information about any claims You make under Your Policy;
- (d) Information on the Insured Item covered under Your Policy;
- (e) Feedback on the services we provide to You; and
- (f) Records of any correspondence or details of any conversation between You and us.

15.3 Legal basis for the processing of Your personal data

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.

15.4 Who will receive Your personal data and data transfers

In connection with the above purposes, we will share Your personal information with the Insurer (<https://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:

- (a) 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
- (b) using specific contracts approved by the European Commission with recipients giving personal data the same protection it has in Europe.

You may request information about any international transfers of personal data by us outside the European Economic Area by contacting us using the details below.

15.5 Your rights

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 BV, Avenue du Port 86C (box 204), 1000 Brussels, Belgium 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.

16. POLICY TRANSFER

You are not entitled to transfer the ownership of Your Policy without our prior written consent. Please contact us using the details in the Contact Us section.

STARR
COMPANIES