

Brown and White goods 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+

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 covered goods against accidental damage by acts, theft as a result of burglary, and, to the extent not covered by a manufacturer's warranty, mechanical and electrical defects of the insured item as stated in their certificate of insurance.

Essentially, its purpose is to repair the damaged equipment or provide a gift card. The giftcard value will be one hundred per cent (100%) 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).
- ✓ Theft by way of burglary of your insured item.
- ✓ Mechanical and electrical defects to the extent not covered by the manufacturer's warranty.
- ✓ Damage to clothes arising as a result of the accidental damage or mechanical or electrical breakdown of your insured item up to the value of €150.
- ✓ Damage to food stored in the insured item arising as a result of the accidental damage or mechanical or electrical breakdown of your insured item up to the value of €150.
- ✓ The insurance also applies to original accessories supplied with the Insured Product in its original packaging.
- ✓ Transportation damages.
- ✓ Battery performance below 50% of the original performance.
- ✓ Water and moisture damages.
- ✓ Extended warranty after manufacturer warranty and seller warranty ends.
- ✓ 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?

- ✗ 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 damage that does not affect the ability to use the insured product as intended, such as by 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 or where the payment of premium is overdue.
- ! Cover must be purchased at the same time as the insured item.
- ! Coverage under this Policy is capped at the lower of (a) the value of the Insured Item at the time of Your original purchase of the Insured Item, (b) Ten Thousand Euros (€10,000) for Insured Items which are static audio or TV products within the brown goods category or (c) Five Thousand Euros (€5,000) for all other Insured Items, whether as a single claim or multiple claims.
- ! Must be a resident of Belgium.

- ✗ Costs due to not following the manufacturer's instructions or installation guidelines.
- ✗ 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.
- ✗ Any form of electronic virus.
- ✗ Claims outside the period of cover or where the payment of premium is overdue.
- ✗ 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.



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 theft 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 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.
- In the event of Theft, you must file a police report.
- In case of theft, you should also notify us as soon as possible.
- 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?

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, the period of cover is one (1) month which is tacitly renewed for successive periods of one (1) month. The maximum total duration of cover is 60 months from the commencement date,



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 writing to Customer Services Department, SquareTrade Europe BV, Avenue du Port 86C Box 204, 1000 Brussels, Belgium, either by (i) registered post letter or (ii) 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 (“AII”), 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+ |
|--|---|
| Brown and white goods Unintentional damage by act | Brown and white goods Unintentional damage by acts and theft |

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 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:

- **Brown and white goods Omnium Basic:** You wish your brown and white goods to be repaired or replaced using a gift card (at our choosing) if they are accidentally damaged or suffer a failure after the manufacturer’s warranty has expired.
- **Brown and white goods Omnium+:** You wish your brown and white goods to be repaired or replaced using a gift card (at our choosing) if they are accidentally damaged or stolen, or if they suffer a failure after the manufacturer’s warranty has expired.

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, the premiums are payable in advance on the due date, i.e. the premium is due monthly and invoiced in advance.

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 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:** Serviceclient@squaretrade.be or Klantenservice@squaretrade.be
- **In writing at the following address:** Complaints department: SquareTrade Europe BV, Avenue du Port 86C Box 204, 1000 Brussels, Belgium.

7. TERM

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.

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 have 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.

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, 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 covers the following Brown and White Goods insurance policies offered by us:

| Insurance Category | Insurance product | Type |
|-----------------------|-------------------|---|
| Brown and White Goods | Omnium Basic | Accidental Damage from Handling and Electrical or Mechanical breakdown after the legal warranty has expired, Monthly |
| Brown and White Goods | Omnium+ | Accidental Damage from Handling plus Theft and Electrical or Mechanical breakdown 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 I-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;
- "Brown and White Goods"** means audio (non-portable devices such as sound bars) and major domestic appliances (such as dishwashers, ovens and refrigerators) and televisions covered under this policy;
- "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 and the Premium;
- "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;
- "Document Policy"** means this document.
- "End Date"** means the date on which the cover of this insurance Policy ends, in accordance with this Policy Document;
- "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 either be static audio devices, major domestic appliances, small domestic appliances or TVs. 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 I-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 a Policy where the Premiums are to be paid by You on a monthly basis, in accordance with Section 5.2 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 the sum payable each month by You as stated in the Certificate of Insurance for insurance cover under this Policy 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 burglary where the Insured Item is taken from Your person or property 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; 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 in Your Certificate of Insurance. The Premium You pay includes Insurance Premium Tax ("IPT"). The Premiums are payable monthly.

5.2 Monthly Premiums

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.

5.3 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 be subsequently be terminated in accordance with the modalities set forth under applicable law, in which case You may 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.

5.4 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 | Omnium+ |
|---|---|
| Loss of the Insured Item | Theft or loss of the Insured Item |
| Cracked screens or damaged screens (other than Cosmetic Damage) | Cracked screens or damaged screens (other than Cosmetic Damage) |
| Extended warranty after manufacturer warranty and seller guarantee ends | Extended warranty after manufacturer warranty and seller guarantee ends |
| Damage to the ports or speakers | Damage to the ports or speakers |
| Catastrophic damage | Catastrophic damage |
| Damage due to fire, explosion, implosion, 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 |
| Loss of refrigerated/frozen food up to €150 in case of breakdown; Compensation for the use of laundry services in case of breakdown of washing and drying equipment, up to a maximum limit of €150 per breakdown | Loss of refrigerated/frozen food up to €150 in case of breakdown; Compensation for the use of laundry services in case of breakdown of washing and drying equipment, up to a maximum limit of €150 per breakdown |
| Transportation and Installation damages except any Accidental Damage caused by the Retailer or any third party. | Transportation and Installation damages except any Accidental Damage caused by the Retailer or any third party. |
| 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 |
| Damage to the accessories that came in the Insured Item's original manufacturer's packaging | Damage to the 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 retailers 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 | 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 manufacturer warranty and seller guarantee ends of costs covered by or any other insurance 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 | 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 device (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 device (photos, E-mails, contacts, threads, 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 replacement 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 | |
| Your failure to follow the manufacturer's instructions, installation and unboxing guidelines or any other instructions included on the packaging in relation to the unboxing 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; |
| 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 | Your failure to follow the manufacturer's instructions, installation and unboxing guidelines or any other instructions included on the packaging in relation to the unboxing of the Insured Item |
| 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 |
| Transportation damages where the Insured Item is being transported by the Retailer or any third party. | Claims outside the Period of Cover or where the payment of Premium is overdue |
| | Any form of electronic virus |
| | 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 |

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 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) the value of the Insured Item at the time of Your original purchase of the Insured Item and (b) Ten Thousand Euros (€10,000) for Insured Items which are static audio or TV products within the brown goods category or (c) Five Thousand Euros (€5,000) for all other Insured Items 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 in Article 86 of the Belgian Insurance Act of 4 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.

8. SERVICE OPTIONS – HOW WE SERVICE YOUR CLAIM

8.1 General

Depending on the type of Your claim, we offer the following service options (at SquareTrade's discretion) (the "Service Options"):

- (i) Mail-in Repair
- (ii) In-Home
- (iii) Gift Card

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

| | Mail-in Repair | In-Home | Gift Card |
|--|----------------|---------|-----------|
| Mechanical or Electrical Breakdown e.g. software stops working | ✓ | ✓ | ✓ |
| Accidental damage to an Insured Item that is repairable | ✓ | ✓ | ✓ |
| Accidental damage to the device that is not repairable (e.g. device is completely smashed) | ✗ | ✗ | ✓ |
| Theft Claims (if covered under Section 6.1 above) | ✗ | ✗ | ✓ |

8.2 Main-in Repair and In-Home 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.

For Mail-in Repair, You can send the Insured Item to us via a package delivery service when the broken Insured Device is a television up to 50 inch. If Your Insured Item can be repaired, we will arrange transport to the repair centre from your address at no extra cost to You and inform You of the process at the point of a claim.

When the Insured Item is a major domestic appliance (example: fridge, dish washer, washing or drying machine) or a television above 50 inch we will arrange for a repair technician to visit your home or other location to repair the Insured Item without any additional cost to you. In-home repairs will only be available in Belgium.

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) before handing in the device. 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 Retailer gift card and the original Insured Item may not be returned to You (at our sole discretion). To the extent that we have possession of the item, You consent the ownership of the Insured Item to be passed to us in the event that the Insured Item is deemed to be unrepairable. Where we have not been able to attempt to repair your Insured Item, we may (at our sole discretion) collect the Insured Item prior to issuing the MediaMarkt gift card in order to validate your Claim.

If the mail-in repair service 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 Basic and Omnium+ |
|------------------------------------|
| Repair as a primary Service Option |
| 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 of the Insured Item, capped at a maximum €5,000 euros for consumer electronics devices and White Goods (major domestic appliances) and a maximum of €10,000 euros for Brown Goods (static audio devices and TVs).

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.

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:

- improve Your cover;
- comply with any applicable laws or regulations;
- 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.

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. 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, prior to the beginning of the following month, 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 receipt or (iv) by calling the Retailer on +32 246 55 500.

If You cancel Your Policy in accordance herewith 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 Premiums for such month remain due.

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 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 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 Arbitrator for Financial Services (OAFS) in Malta, or the, [Belgian Insurance Ombudsman (Ombudsman des Assurances/Ombudsman van de Verzekeringen)] [Insurance Ombudsman (ACA - c/o Médiateur en Assurance): the details of which are below:

The Office of the Arbitrator 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.financialarbitrator.org.mt

For complaints addressed to Belgian Insurance Ombudsman

- (a) **In Writing:** Square de Meeûs 35, 1000 Brussels, Belgium

- (b) **By phone:** +32 (0) 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. Retailer will act as processor for and on behalf of us. To review relevant data protection notices please see in:

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

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

Dutch: <http://squaretrade.eu/be/bepertk-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.

1. GENERAL INFORMATION

1.1. Insurance intermediary

MediaMarkt-Saturn Belgium (“MediaMarkt”), in its capacity as an Ancillary Insurance Intermediary (“AII”), 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+ |
|--|---|
| Brown and white goods Unintentional damage by act | Brown and white goods Unintentional damage by acts and theft |

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 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:

- **Brown and white goods Omnium Basic:** You wish your brown and white goods to be repaired or replaced using a gift card (at our choosing) if they are accidentally damaged or suffer a failure after the manufacturer’s warranty has expired.
- **Brown and white goods Omnium+:** You wish your brown and white goods to be repaired or replaced using a gift card (at our choosing) if they are accidentally damaged or stolen, or if they suffer a failure after the manufacturer’s warranty has expired.

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, the premiums are payable in advance on the due date, i.e. the premium is due monthly and invoiced in advance.

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 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:** Serviceclient@squaretrade.be or Klantenservice@squaretrade.be
- **In writing at the following address:** Complaints department: SquareTrade Europe BV, Avenue du Port 86C Box 204, 1000 Brussels, Belgium.

7. TERM

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.

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 have 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.

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, 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 covers the following Brown and White Goods insurance policies offered by us:

| Insurance Category | Insurance product | Type |
|-----------------------|-------------------|---|
| Brown and White Goods | Omnium Basic | Accidental Damage from Handling and Electrical or Mechanical breakdown after the legal warranty has expired, Monthly |
| Brown and White Goods | Omnium+ | Accidental Damage from Handling plus Theft and Electrical or Mechanical breakdown 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 I-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;
- "Brown and White Goods"** means audio (non-portable devices such as sound bars) and major domestic appliances (such as dishwashers, ovens and refrigerators) and televisions covered under this policy;
- "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 and the Premium;
- "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;
- "Document Policy"** means this document.
- "End Date"** means the date on which the cover of this insurance Policy ends, in accordance with this Policy Document;
- "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 either be static audio devices, major domestic appliances, small domestic appliances or TVs. 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 I-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 a Policy where the Premiums are to be paid by You on a monthly basis, in accordance with Section 5.2 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 the sum payable each month by You as stated in the Certificate of Insurance for insurance cover under this Policy 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 burglary where the Insured Item is taken from Your person or property 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; 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.

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

(b) **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.

(c) **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 in Your Certificate of Insurance. The Premium You pay includes Insurance Premium Tax ("IPT"). The Premiums are payable monthly.

5.2 Monthly Premiums

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.

5.3 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 be subsequently be terminated in accordance with the modalities set forth under applicable law, in which case You may 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.

5.4 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 | Omnium+ |
|---|---|
| Loss of the Insured Item | Theft or loss of the Insured Item |
| Cracked screens or damaged screens (other than Cosmetic Damage) | Cracked screens or damaged screens (other than Cosmetic Damage) |
| Extended warranty after manufacturer warranty and seller guarantee ends | Extended warranty after manufacturer warranty and seller guarantee ends |
| Damage to the ports or speakers | Damage to the ports or speakers |
| Catastrophic damage | Catastrophic damage |
| Damage due to fire, explosion, implosion, 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 |
| Loss of refrigerated/frozen food up to €150 in case of breakdown; Compensation for the use of laundry services in case of breakdown of washing and drying equipment, up to a maximum limit of €150 per breakdown | Loss of refrigerated/frozen food up to €150 in case of breakdown; Compensation for the use of laundry services in case of breakdown of washing and drying equipment, up to a maximum limit of €150 per breakdown |
| Transportation and Installation damages except any Accidental Damage caused by the Retailer or any third party. | Transportation and Installation damages except any Accidental Damage caused by the Retailer or any third party. |
| 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 |
| Damage to the accessories that came in the Insured Item's original manufacturer's packaging | Damage to the 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 retailers 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 | 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 manufacturer warranty and seller guarantee ends of costs covered by or any other insurance 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 | 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 device (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 device (photos, E-mails, contacts, threads, 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 replacement 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 | |
| Your failure to follow the manufacturer's instructions, installation and unboxing guidelines or any other instructions included on the packaging in relation to the unboxing 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; |
| 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 | Your failure to follow the manufacturer's instructions, installation and unboxing guidelines or any other instructions included on the packaging in relation to the unboxing of the Insured Item |
| 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 |
| Transportation damages where the Insured Item is being transported by the Retailer or any third party. | Claims outside the Period of Cover or where the payment of Premium is overdue |
| | Any form of electronic virus |
| | 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 |

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 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) the value of the Insured Item at the time of Your original purchase of the Insured Item and (b) Ten Thousand Euros (€10,000) for Insured Items which are static audio or TV products within the brown goods category or (c) Five Thousand Euros (€5,000) for all other Insured Items 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 in Article 86 of the Belgian Insurance Act of 4 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.

8. SERVICE OPTIONS – HOW WE SERVICE YOUR CLAIM

8.1 General

Depending on the type of Your claim, we offer the following service options (at SquareTrade's discretion) (the "Service Options"):

- (i) Mail-in Repair
- (ii) In-Home
- (iii) Gift Card

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

| | Mail-in Repair | In-Home | Gift Card |
|--|----------------|---------|-----------|
| Mechanical or Electrical Breakdown e.g. software stops working | ✓ | ✓ | ✓ |
| Accidental damage to an Insured Item that is repairable | ✓ | ✓ | ✓ |
| Accidental damage to the device that is not repairable (e.g. device is completely smashed) | ✗ | ✗ | ✓ |
| Theft Claims (if covered under Section 6.1 above) | ✗ | ✗ | ✓ |

8.2 Main-in Repair and In-Home 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.

For Mail-in Repair, You can send the Insured Item to us via a package delivery service when the broken Insured Device is a television up to 50 inch. If Your Insured Item can be repaired, we will arrange transport to the repair centre from your address at no extra cost to You and inform You of the process at the point of a claim.

When the Insured Item is a major domestic appliance (example: fridge, dish washer, washing or drying machine) or a television above 50 inch we will arrange for a repair technician to visit your home or other location to repair the Insured Item without any additional cost to you. In-home repairs will only be available in Belgium.

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) before handing in the device. 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 Retailer gift card and the original Insured Item may not be returned to You (at our sole discretion). To the extent that we have possession of the item, You consent the ownership of the Insured Item to be passed to us in the event that the Insured Item is deemed to be unrepairable. Where we have not been able to attempt to repair your Insured Item, we may (at our sole discretion) collect the Insured Item prior to issuing the MediaMarkt gift card in order to validate your Claim.

If the mail-in repair service 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 Basic and Omnium+ |
|------------------------------------|
| Repair as a primary Service Option |
| 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 of the Insured Item, capped at a maximum €5,000 euros for consumer electronics devices and White Goods (major domestic appliances) and a maximum of €10,000 euros for Brown Goods (static audio devices and TVs).

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.

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:

- improve Your cover;
- comply with any applicable laws or regulations;
- 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.

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. 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, prior to the beginning of the following month, 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 receipt or (iv) by calling the Retailer on +32 246 55 500.

If You cancel Your Policy in accordance herewith 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 Premiums for such month remain due.

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 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 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 Arbitrer for Financial Services (OAFS) in Malta, or the, [Belgian Insurance Ombudsman (Ombudsman des Assurances/Ombudsman van de Verzekeringen)] [Insurance Ombudsman (ACA - c/o Médiateur en Assurance): the details of which are below:

The Office of the Arbitrer 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.financialarbitrer.org.mt

For complaints addressed to Belgian Insurance Ombudsman

- (a) **In Writing:** Square de Meeûs 35, 1000 Brussels, Belgium

- (b) **By phone:** +32 (0) 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. Retailer will act as processor for and on behalf of us. To review relevant data protection notices please see in:

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.