Three Insurance

Three Insurance

enabled by square trade

For mobile phones and connected devices

Section 1. The insurance

Thank you for choosing to protect your device with Three Insurance. Subject to the terms and conditions set out below, you are covered for the repair or replacement of your insured item in the event of mechanical or electrical breakdown after the expiration of any manufacturer guarantee, accidental damage and depending on your chosen insurance package as stated in your certificate of insurance, loss and theft during the period of cover.

This policy explains:

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

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

Section 2. Contact us

If you need to contact us, please contact us at any time 24/7 via our online claims portal at www.three.co.uk/insurance, or call us on 0333 338 1067 (standard call charges apply) between 08.00 UK time and 21.00 UK time Monday to Friday, or 08.00 UK time to 18.00 UK time on Saturday and Sunday. If you wish to cancel your policy, you can cancel at any time by contacting Three.

If you need to write to us, you should address your letter to the relevant department and send it to the address below:

For general enquiries or cancellations: Three Insurance Customer Services Department

For claims: Three Insurance Claims Department

To make a complaint: Three Insurance Customer Experience Manager Address: SquareTrade Limited, 5 Golden Square, London, W1F 9BS, United Kingdom.

Section 3. Definitions

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

"accidental damage" means any sudden and unforeseen damage to the insured item that prevents the insured item from meeting its designed function, for reasons not otherwise excluded under the terms of this policy;

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

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

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

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

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

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

"insurer" means Starr International (Europe) Limited, the underwriter of this policy, whose registered office address is at 30 Fenchurch Avenue, London EC3M 5AD, United Kingdom. Company number 9654797. Starr International (Europe) Limited is authorised by the Prudential Regulation Authority ("PRA") and regulated by the Financial Conduct Authority ("FCA") and the PRA;

"loss" means the situation when you accidentally lose possession of the insured item, for reasons not otherwise excluded under the terms of this policy, and you are now permanently deprived of the insured item's use and such loss

is reported without delay to both the police and **Three**, in accordance with the procedures set out under Section 5 of this policy document;

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

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

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

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

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

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

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

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

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

Section 4. Eligibility for this insurance

- this insurance must have been purchased at the same time as the insured item;
- (ii) this insurance only applies to items purchased from Three which meet the criteria of an insured item;
- (iii) you must be 18 years of age or over to take out this insurance cover; and
- (iv) this insurance is limited to residents of the **United Kingdom**.

Section 5. How the service works

Making a claim

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

If **we** are unable to resolve **your** issue through troubleshooting, **we** will confirm the details of **your** active policy and the circumstances of the incident. **We** will endeavour to make a decision on **your** claim at this time. If **we** require any additional information, **we** will advise **you**.

In the event of a **theft** or a **loss**, **we** will require, as soon as possible, a copy of the police report. The police report should contain, at minimum, an IMEI-number (if applicable), a description of the event and the date, time and location of the event. **We** may also check **your** account to confirm that **you** have reported this to **Three** and that **your** SIM card, where applicable, has been blocked.

Paying your excess

Your claim cannot be approved until payment of the relevant excess as stated in your certificate of insurance is completed. This must be paid at point of claim using a payment card. If the replacement item's value is less than the amount of the excess, we will reduce the excess to an amount no more than the cost of the replacement. Depending on the excess and circumstances of the claim you may be given the option of a repair or replacement.

How we repair your insured item

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

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

If your insured item is to be repaired by a depot repairer, we will arrange shipping and advise you of the process at the point of claim. Prior to shipping you must ensure that all access restrictions on the insured item have been removed (e.g. passcodes, Find My iPhone) where practicable. If the fault is covered by this insurance, we will repair the insured item. Servicing will take no more than two (2) working days (including transportation time) from the date your insured item is picked up by us, unless the insured item OEM (Original Equipment Manufacturer) processes preclude us from achieving our servicing standard within this timeframe. We will advise you if we expect the repair will take longer than this at the point of claim. If we are unable to repair the insured item and your claim is covered under this policy, we will provide you with a replacement item and the original insured item will not be returned to you. Please refer to the paragraph in this section titled "how we replace your insured item" for more information. If the depot repairer identifies that the fault or damage that has occurred is not consistent with the details of the claim, or if the depot repairer is unable to access the insured item due to password or other access restrictions, the insured item will be returned unrepaired to you, or destroyed at your request.

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

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

How we replace your insured item

If a replacement is approved by **our** Claims Department, **we** may replace **your insured item** with a new or reconditioned item of the same or similar specification. The replacement item may be a future version or edition of **your** original **insured item**. **We** will also attempt to match the colour of **your** original **insured item**, but this may not be possible in all cases. Technological advances may also result in a replacement item being provided which has a lower purchase price than **your** original **insured item** but, in all cases, the replacement item will be of the same quality as that of **your** original **insured item** prior to the fault or damage. Once **you** are in receipt of the replacement item, **we** will take the view that the replacement item is now **your insured item**.

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

For delivery to the United Kingdom:

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

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

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

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

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

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

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

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

Other settlement

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

Section 6. Maximum coverage

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

Section 7. Worldwide coverage

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

Section 8. General exclusions

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

- the cost of the excess applicable to this policy as stated in your certificate of insurance;
- (ii) the cost for the replacement or reinstatement of any data, software, information or music stored on the insured item:
- (iii) costs suffered as a result of not being able to use the insured item or any cost other than the replacement cost of the insured item;
- (iv) cosmetic damage or any other type damage to the insured item, which does not affect the ability to use the insured item as intended, for example wear and tear:
- (v) cost for routine maintenance, modification, servicing, inspecting or cleaning;
- (vi) costs due to your failure to follow the manufacturer's instructions or installation guidelines;
- (vii) costs covered under the manufacturer's warranty or any other insurance you are covered by;
- (viii) costs incurred as a result of war, terrorism, act of foreign hostilities (whether war be declared or not), social disturbance, or contamination by nuclear radiation:
- (ix) damage or breakdown where the serial numbers have been removed or altered;
- (x) claims outside the **period of cover** or where the payment of premium is overdue;
- (xi) mechanical or electrical breakdown or accidental damage caused by:
 - (a abuse, misuse, neglect, malicious damage of the insured item by **you**, intentional or otherwise;
 - (b) software or programming;
 - (c) any form of electronic virus;
 - (d) accessories or peripherals that were not an integral part of the original installation of the insured item or purchased at the same time as the insured item;
- (xii) any repair or replacement of accessories
 - (a) not purchased with the **insured item**; or
 - (b) which would take the aggregate value of covered accessories in excess of $\mathfrak{L}300$.

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

- (xiii) theft or loss as a result of the insured item intentionally being left unattended in plain sight or, intentionally left unlocked in vehicles, in public premises or public places;
- (xiv) theft or loss 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);
- (xv) theft or loss if you have not notified both the police and Three of the theft or loss and blocked the SIM card, if applicable and provided evidence of this.

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

(xvi) theft or loss.

Section 9. Terms and conditions

The insurer may vary or waive these terms and conditions to:
 (a) improve your cover;

- (b) comply with any applicable laws or regulations;
- (c) correct any typographical or formatting errors that may occur.
- (ii) You will be given at least sixty (60) days' written notice to your last known address of any alteration to the terms and conditions of cover under this policy unless the change is due to legislative or regulatory requirements. If your cover is changed due to legislative or regulatory changes which are outside the insurer's control, then we may not be able to give you sixty (60) days' notice. In such cases we will inform you as soon as practicable.
- (iii) If the insurer varies or waives your terms and conditions and you do not wish to continue your cover you can cancel as set out in Section 10 of this policy document.

Section 10. Your right to cancel

You have the right to cancel this insurance policy at any time during the period of cover

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

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

If you decide to cancel your insurance policy after the first twenty eight (28) days, we will cancel your policy immediately and you will be covered until the end of the paid period. You will not receive a refund for any premium paid.

Section 11. The insurer's right to cancel

- (i) The insurer may cancel your policy immediately:
 - (a) where you provide information that is untrue or misleading when you take out cover under this policy or it can be demonstrated from the relevant circumstances that you did not take reasonable care to ensure the statements you made were true, whether intentional or unintentional;
 - (b) where there is evidence of dishonesty or deceitful behaviour by you (or by someone acting on your behalf) in relation to the cover provided under this policy;
 - (c) where necessary to comply with any applicable laws or regulations or
 - (d) you have not paid your premium when it falls due and fail to remediate this within seven (7) days or any other extended timeframe to settle your bill as advised to you by Three.

If the **insurer** cancels **your** cover as a result of this Section 11 (i) (a), (b) or (d), **Three** will not return any **premium you** have paid. If the **insurer** cancels **your** cover as a result of this Section 11 (i) (c), **we** will calculate **your premium** refund on a pro-rata basis for the period that **you** have been insured and refund the balance providing **you** have not made a claim.

- (ii) Any decision to cancel cover will not be made at an individual level and will not be based on whether you have made a claim, except where Section 11 (i) (a) or (b) applies.
- (iii) Cancellation of your policy will not affect your entitlement to claim for any event occurring before the date of cancellation, except where Section 11 (i) (a) or (b) applies.

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

Section 12. End date

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

- the date you inform us that you are no longer a resident of the United Kingdom;
- (ii) the date you cancel your insurance in accordance with Section 10 of this policy document;
- (iii) the date the insurer cancels your insurance in accordance with Section 11, or due to suspension or closure of your Three account in accordance with Section 17 of this policy document;
- (iv) the date **you** upgrade **your** mobile device and **you** no longer have an account with **Three** for the **insured item**; or otherwise
- (v) at the end of the maximum cover period of sixty (60) months.

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

This policy will not be renewed unless otherwise agreed.

Section 13. General conditions

(i) Fraud

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 a replacement item or any cash settlement or other compensation. The insurer may take legal action against you for the return of the replacement item and any cash settlement or other compensation and may demand reimbursement of the expenses incurred.

- (ii) English law
 - This policy is governed by English law.
- (iii) Financial Services Compensation Scheme
 - The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **insurer** is unable to meet its liabilities to **you**, **you** may be entitled to compensation from the FSCS. Further information is available from their website: www.fscs.org.uk
- (iv) You must respond honestly to any request for information we make when you take out cover under this policy or apply to amend your cover under this policy. In the event that any statement of fact you make is untrue or misleading, this may affect the validity of your policy, any claims previously paid by us, and whether it is possible for you to make a subsequent claim.
- (v) The insurer has a legal obligation to prevent fraud. In the event of a claim, any information you have supplied relevant to this insurance together with other information relating to the claim may be shared with other insurance companies in order to prevent fraudulent claims.

Section 14. Double insurance

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

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

Section 15. Complaints

Step 1

Our goal is to provide you with the best service possible at all times. If for any reason you are not satisfied with our service as administrator of this policy, please contact us using the contact details as set out in Section 2 of this policy document. On receiving your complaint we will attempt to resolve as quickly as possible. If your complaint can't be resolved within three (3) working days, we will contact you to let you know who will be handling your complaint and what the next steps will be.

Step 2:

We will deal with any concerns you may have as quickly as we can, and wherever possible within eight (8) weeks of receiving your complaint. If we have not responded within 8 weeks of receipt of your complaint or, 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:

Financial Ombudsman Service

Exchange Tower,

Harbour Exchange,

London,

E14 9SR Tel: 0800 023 456

Website: https://www.financial-ombudsman.org.uk/contact-us/complain-online

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the Ombudsman Service cannot consider complaints. A leaflet detailing **our** full complaints/appeals process is available on request.

Section 16. Data protection

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

- (a) Your name and contact details;
- (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 **vou**: and
- (f) Records of any correspondence or details of any conversation between you and us.

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

In connection with the above purposes, **we** will share **your** personal information with the **insurer** (www.starrcompanies.co.uk/privacy-policy), **our** contractors and sub-contractors 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; (b) using specific contracts approved by the European Commission with recipients giving personal data the same protection it has in Europe; or (c) if **we** are transferring personal data to the US, ensuring the recipient is a part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US. **You** may request for information about any international transfers of personal data by us outside the European Economic Area by contacting us using the details below.

You have a number of legal rights in relation to the information we hold about you including a right of notice, access, data-portability, rectification, restriction of processing, erasure, and an objection right. You may exercise these rights at any time by submitting your request in writing to Legal Department, SquareTrade Limited, 5 Golden Square, London, W1F 9BS, United Kingdom or by sending an email to privacy@squaretrade.com. Please note that the rights are not absolute and are subject to the limitations of local applicable law. If we are unable to comply with your request, we will explain why this is the case.

If you are not satisfied with our use of your personal information, our response to any exercise of your rights set out above, or if you believe us to be in breach of our data protection obligations, you have a right to complain to the Information Commissioner's Office (www.ico.org.uk).

Section 17. Premium

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

Monthly Premiums

Your monthly premium is charged in advance and will appear on your Three

account (shown on your Three bill under 'other charges'). In the case of your first bill, you may also receive a partial monthly charge in arrears for the period from your policy start date and your first Three bill date. This will be separately identified on your bill. Each premium paid will cover you for one calendar month and your cover will continue automatically for subsequent months unless you have cancelled the policy previously. If you have placed a pre-order, you may be charged premium on your next bill, in advance of receiving your insured item, however, this will be refunded to you and you will only pay premium from the point you receive the insured item you pre-ordered. Failure to pay your Three bill on time may also result in your Three account being suspended or disconnected. If you have not paid your premium within thirty (30) days of its due date, your policy will be cancelled and you will no longer have cover for your insured item.

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

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

The insurer is Starr International (Europe) Limited, the underwriter of this policy, whose registered office address is at 30 Fenchurch Avenue, London EC3M 5AD, United Kingdom. Company number 9654797. Starr International (Europe) Limited is authorised by the Prudential Regulation Authority ("PRA") and regulated by the Financial Conduct Authority ("FCA") and the PRA

To check the FCA and PRA registrations, see http://www.fca.org.uk/register or call +44 20 7066 1000.

