AppleCare+ – Terms of Business – United Kingdom

These terms set out information about Apple and the cover you will receive under AppleCare+. Please read this document carefully.

About Apple

The specific terms of business about the Apple company which is supplying AppleCare+ to you (including details of its regulatory status) will depend on where you bought AppleCare+:

From the Apple Online Store or Apple Contact Centre:	Go to TABLE A.
From an Apple retail store in the UK:	Go to TABLE B.

If you did not purchase AppleCare+ from Apple but from a third-party retailer, please note that these specific terms of business apply only in respect of the Apple company referred to in TABLE A and TABLE B and not in respect of the third party which may have additional terms of business.

Our services

Apple sells and administers AppleCare+ as an insurance intermediary exclusively on behalf of American International Group UK Limited ("AIG"), pursuant to the terms of a distribution agreement between Apple and AIG. Under this agreement, when Apple sells you a policy, they receive commission from AIG which is a percentage of the total premium. AIG pays Apple a flat fee per policy to deal with claims on their behalf. Apple and AIG do not own, directly or indirectly, any interest in the shares or voting rights of each other. When providing products to you, Apple will try to avoid any conflicts of interest. However, if an unavoidable conflict arises, we will write to you to outline the nature of the conflict.

Apple or AIG does not provide advice or personal recommendations in relation to AppleCare+. You must decide whether AppleCare+ is right for you. For further information, please see the Insurance Product Information Document and the AppleCare+ Terms & Conditions.

About AppleCare+

AppleCare+ is underwritten exclusively by American International Group UK Limited ("AIG"), which is an insurance undertaking and authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number: 781109) in the United Kingdom. This information can be checked by visiting the Financial Services Register (register.fca.org.uk). AIG is registered in England with company number 10737370, and has its registered office at The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.

You are not required to purchase AppleCare+ to purchase any Apple device.

AppleCare+ meets the demands and needs of a buyer of a new Apple device who requires insurance cover against accidental damage or theft and loss to that Apple device. Theft and loss cover is only included if you have purchased AppleCare+ with Theft and Loss.

Data protection

The information that you provide will be used to administer AppleCare+ and any future Apple products that you may purchase. You have the right of access to the personal data we hold about you by sending a written request to the data protection contact point as shown in Tables A and B. Under certain circumstances, a small fee may be charged for this. You also have the right to require us to correct any inaccuracies in the information that we hold about you.

What to do if you have a complaint
If you wish to register a complaint, please contact Apple customer support who can deal with complaints in the language of your country of residence:

By Telephone:	Via the number at support.apple.com/en-gb/HT201232
By Writing:	Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland
Online:	Via Contact Apple Support at support.apple.com/en-gb/contact
In Person:	By visiting an Apple retail store apple.com/uk/retail/storelist

If Apple is unable to acknowledge a complaint within 5 business days of receiving it, keep You informed of progress, and resolve matters to Your satisfaction within 8 weeks, You may be entitled to refer the complaint to one of the ombudsman detailed in the relevant table below.

AppleCare+ – Specific terms of business – United Kingdom

NOTE: IF YOU BUY APPLECARE+ FROM A THIRD-PARTY RETAILER, PLEASE NOTE THAT THESE SPECIFIC TERMS OF BUSINESS APPLY ONLY IN RESPECT OF THE APPLE COMPANY REFERRED TO IN TABLE A AND NOT IN RESPECT OF THE THIRD-PARTY RETAILER WHICH MAY HAVE ITS OWN ADDITIONAL TERMS OF BUSINESS.

TABLE A:
If you buy AppleCare+ from the Apple Online Store / Apple Contact Centre, please note the following Terms of Business:

1. AppleCare+ is offered by Apple Distribution International Limited ("ADI"), having its registered office at Hollyhill Industrial Estate, Hollyhill Cork, Republic of Ireland. ADI is regulated by the Central Bank of Ireland. For further information please visit registers.centralbank.ie. For AppleCare+ sales in the UK, ADI is deemed authorised and regulated by the Financial Conduct Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.
2. **Statutory Protection.** In offering AppleCare+, ADI is subject to certain Codes of Conduct imposed by the Central Bank of Ireland. Information about these Codes can be found at centralbank.ie. In particular, ADI is subject to the Consumer Protection Code 2012, the Minimum Competency Code and the Fitness and Probity Standards 2012.
3. **Data Protection.** Apple will handle personal data provided by you in accordance with the General Data Protection Regulation and Ireland's Data Protection Acts 1988, 2003, and 2018 and other applicable laws. If you have any queries with regards to Data Protection you may contact ADI at the address below, or alternatively the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, R32 AP23 Co. Laois, Tel +353 57 868 4800.

   If you wish to make a request in respect of your personal data, please write to Apple at ADI, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland.
4. **Complaints.** If you cannot settle your complaint with Apple, you are entitled to refer it to the Irish Financial Services and Pensions Ombudsman. For further details, please visit fspo.ie.

TABLE B:
If you buy AppleCare+ from an Apple retail store in the UK, please note the following Terms of Business:

1. AppleCare+ is offered by Apple Retail UK Limited ("Apple UK"), having its registered office at 5th Floor, 6 St Andrew Street, London EC4A 3AE, United Kingdom. Apple UK is authorised and regulated by the Financial Conduct Authority (Firm Reference Number: 598851). For further information, please refer to register.fca.org.uk.

2. Apple UK's permitted business includes arranging (with a view/bringing about) and dealing as agent in contracts of insurance.

3. **Data Protection.** Apple UK will handle personal data provided by you in accordance with applicable laws including the General Data Protection Regulation and the Data Protection Act 2018. If you wish to make a request in respect of your personal data, please contact ADI by telephone at the number listed at support.apple.com/en-gb/HT201232 or write to Apple at Apple Distribution International Limited, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland.

4. **Complaints.** If you cannot settle your complaint with Apple UK, you are entitled to refer it to the Financial Ombudsman Service, at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, United Kingdom. The Financial Ombudsman Service can also be contacted by telephone: 0800 0234 567 or 0300 123 9 123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02) or by email: complaint.info@financial-ombudsman.org.uk.

5. **Compensation.** You may be entitled to compensation from the Financial Services Compensation Scheme ("**FSCS**") if Apple UK cannot meet its obligations. This depends on the type of business and the circumstances of the claim. FSCS compensation in these circumstances will cover up to 90% of the claim, without any upper limit.

AppleCare+ with Theft and Loss

Insurance Product Information Document

Company: American International Group UK Limited
Product: AppleCare+ with Theft and Loss Policy

Registered in the United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 781109).

This document is for information purposes only and gives you a brief overview of the main contents of your insurance policy. Please see the below information and the AppleCare+ with Theft and Loss Terms and Conditions document for full details.

What is this type of insurance?

AppleCare+ with Theft and Loss is an insurance policy covering you during the policy period for repairs or replacement of your covered iPhone in the event of theft, loss, accidental damage or battery depletion and it gives priority access to telephone technical support from Apple.

What is insured?

- ✓ AppleCare+ with Theft and Loss covers you for replacement of your iPhone in the event of theft or loss with each claim being subject to a policy excess.
- ✓ AppleCare+ with Theft and Loss covers you for repair or replacement of your iPhone in the event of accidental damage with each claim being subject to a policy excess.
- ✓ Where your iPhone includes a chargeable integrated battery, failure of the battery to hold an electrical charge of eighty percent (80%) or more from its original specification.
- ✓ AppleCare+ with Theft and Loss gives you priority access to the Apple telephone technical support line if your iPhone ceases to work correctly.

What is not insured?

- ✗ The policy does not cover your iPhone for normal wear and tear, intentionally-caused damage, fire or cosmetic damage which does not affect the functionality of the device.
- ✗ The policy does not cover you for failures due to defect in design, workmanship, modification or any alteration of the iPhone.
- ✗ The policy does not cover products that are not the iPhone covered under the policy.
- ✗ The policy does not cover you for service or repairs performed by anyone who is not Apple or an Apple authorised service provider.
- ✗ The policy is not available to persons under 18 years of age or persons whose main place of residence is outside the UK (UK excludes Isle of Man and Channel Islands).
- ✗ The policy does not cover issues that could be resolved by upgrading software to the latest version.
- ✗ The policy does not cover damage to or loss of any software, data, or recovery and reinstallation of software.
- ✗ The policy does not cover loss or theft caused by any deliberate act, voluntary parting of, or any financial loss due to unauthorised use of, your iPhone.

Are there any restrictions on cover?

- ! Each valid claim for theft, loss or accidental damage under this policy is subject to an applicable policy excess which must be paid by you before you are entitled to benefits under this policy.
- ! A maximum of two claims for accidental damage, and two claims for theft or loss, can be made each 12-month period from your date of purchase during the coverage period.
- ! After the second accidental damage claim, and second theft or loss claim, is settled within each 12-month period, the cover for accidental damage or theft and loss (as relevant) on your iPhone will cease but the technical support and battery depletion cover will continue until the anniversary of your policy purchase date or the end of the coverage period.
- ! The iPhone can only be repaired or replaced via Apple and no cash benefit will be offered under this policy.

Where am I covered?

- ✓ If you purchase cover on your iPhone you are protected by the AppleCare+ with Theft and Loss policy worldwide providing you return the covered device to Apple, an Apple authorised reseller or an Apple authorised service provider.
- ✓ If you seek to make a claim in a country that is not the country of purchase, you will need to comply with all applicable import and export laws and regulations, and you will be responsible for all customs duties, value added tax and other associated taxes and charges that may apply.

What are my obligations?

- — You will take all reasonable precautions to protect your iPhone against an insured event and shall use and maintain the iPhone in accordance with its manufacturer instructions.
- — You must report your claim as soon as possible by one of the methods, and by following the claims procedure, set out in the policy. For a theft claim you may be required to provide a crime reference number or police report.
- — You must provide information about the symptoms and causes of the damage to or problems you have experienced with the covered device when making a claim. To allow Apple to troubleshoot and otherwise assist with your claim, if requested you must provide information, including but not limited to the device serial number, model, version of the operating system and software installed.
- — You must ensure where possible that your software and data residing on the covered device is backed up. Apple will not be responsible for any loss of software or data residing on the covered device when it is submitted as part of a claim under this policy.
- — You will be responsible for reinstalling all other software programs, data and passwords onto the device.
- — You must have Find my iPhone enabled on your iPhone throughout your coverage period and at the time of the theft or loss. Find my iPhone must remain enabled and your iPhone must remain associated with your Apple ID throughout the claims process.

When and how do I pay?

If you agree to pay the premium in full upfront, it must be paid before you can receive coverage or technical support, and no claim will be met under this policy if the premium has not been paid in full.

For Fixed-Term Policies, if you pay the premium by instalments, you will be required to enter into a payment plan agreement with a payment plan provider, and you will receive the theft and loss coverage, and the hardware coverage or technical support from the time you enter into the payment plan agreement. You must ensure to pay your instalments in accordance with the terms and conditions of your payment plan agreement.

For Monthly Policies, the method of payment used to purchase your initial policy will be automatically charged in advance of the first day of each month unless and until cancelled. Your premium must be paid before you can receive coverage or technical support.

When does the cover start and end?

Coverage starts on the date you purchased AppleCare+ with Theft and Loss. This means that if you buy AppleCare+ with Theft and Loss after you purchase your iPhone you will only receive coverage on your iPhone from that date. The technical support coverage starts on expiry of the complimentary technical support cover provided by the manufacturer, which starts on the date you purchase your iPhone.

For Fixed-Term Policies, coverage ends 24 months from the date you purchased AppleCare+ with Theft and Loss as shown on your sales receipt. For Monthly Policies, your monthly coverage will automatically renew each month beginning from the date You purchase Your first Monthly Policy as reflected on your sales receipt unless and until cancelled.

Coverage may end earlier if you have exercised your right to cancel or if you are no longer eligible to make a claim for accidental damage as two claims have been processed, or theft or loss as a further two claims have been processed, within each 12-month period. Your hardware coverage for battery depletion and technical support will continue until the start of your next 12-month period, which will be the anniversary of your Policy purchase date, or the end of your Coverage Period provided you have not exercised your right to cancel.

How do I cancel the contract?

You may cancel this policy at any time for any reason. If you have made a claim and received a benefit under AppleCare+ with Theft and Loss the value of such benefit will be deducted from any refund issued. This may result in no refund being due to you. You may cancel a Fixed-Term Policy, if you paid your premium in full up front, by calling Apple on +44(0)800 107 6285 or by writing to:- Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland. If you purchased a Monthly Policy from Apple, call Apple to cancel. If you purchased a Monthly Policy from a seller other than Apple, contact your Reseller to cancel your Monthly Policy.

For Fixed-Term Policies, if you pay your premium in instalments you may cancel the policy by contacting the payment plan provider directly and requesting that they cancel your policy on your behalf.