### AppleCare+ with Theft and Loss – Terms of Business – United Kingdom

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

### **About Apple**

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

From on-device via Settings, at mysupport.apple.com, or the Apple Contact Centre:

Go to TABLE A.

From the Apple Store online or an Apple retail store in the UK:

Go to TABLE B.

If you did not purchase AppleCare+ with Theft and Loss 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+ with Theft and Loss 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+ with Theft and Loss. You must decide whether AppleCare+ with Theft and Loss is right for you. For further information, please see the Insurance Product Information Document and the AppleCare+ with Theft and Loss Terms & Conditions.

## **About AppleCare+ with Theft and Loss**

AppleCare+ with Theft and Loss 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+ with Theft and Loss to purchase any Apple device.

AppleCare+ with Theft and Loss meets the demands and needs of a buyer of a new iPhone who requires insurance cover against theft, loss, and accidental damage to that iPhone. 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+ with Theft and Loss 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/HT201232
By Writing:	Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland
Online:	Via Contact Apple Support at <a href="mailto:support.apple.com/en-gb/contact">support.apple.com/en-gb/contact</a>
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+ with Theft and Loss - Specific terms of business - United Kingdom

**NOTE:** IF YOU BUY APPLECARE+ WITH THEFT AND LOSS 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+ with Theft and Loss on-device via Settings, at <a href="mysupport.apple.com">mysupport.apple.com</a>, or from the Apple Contact Centre, please note the following Terms of Business:

- AppleCare+ with Theft and Loss 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.
- 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 <u>centralbank.ie</u>. 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.
- 5. **Compensation.** ADI is a member of the Investor Compensation Scheme (ICCL) established under the Investor Compensation Act 1998. This legislation provided for the establishment of a compensation scheme and for the payment, in certain circumstances, of compensation to clients of firms covered by the Act.

You should be aware that a right to compensation would only arise where money held by ADI on your behalf cannot be returned either for the time being or for the foreseeable future. In the event that a right to compensation is established, the amount payable is the lesser of 90% of your loss or an amount up to €20,000.

#### **TABLE B:**

If you buy AppleCare+ with Theft and Loss from the Apple Store online or an Apple retail store in the UK, please note the following Terms of Business:

- AppleCare+ with Theft and Loss is offered by Apple Retail UK Limited ("Apple UK"), having its registered office at 5<sup>th</sup> 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 <a href="mailto:support.apple.com/HT201232">support.apple.com/HT201232</a> 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.

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