

SECTION 1. INSURANCE

We are excited to welcome you as a SquareTrade Mobile Protection customer. Subject to the conditions set out below, you are covered for the repair or replacement of your insured device in case of mechanical or electrical failure after the expiry of the manufacturer's warranty, accidental damage and loss or theft during the insurance period specified in your policy.

This insurance is based on a group agreement between Starr Insurance Europe Limited and SquareTrade Limited as a group representative for Hi3g Sweden Customers. Group members can subscribe (i.e voluntary join the insurance based on a group agreement.)

This policy explains:

1. Your insurance cover;
2. Exclusions
3. How to contact us to file a claim;
4. How to contact us for any other reason.

We recommend you read your policy terms and conditions in full and store them in a safe place.

SECTION 2. CONTACT US

If you need to contact us, you can do it via www.squaretrade.se. If you want to cancel your insurance, you can do it by contacting Hi3g Access Ab (as below referred to as '3') online or via phone.

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

For general enquiries or cancellations: Customer Service Department For claims: Claims department

To submit a complaint: Customer Experience Manager

Address: SquareTrade, Engelbrektsgatan 9-11, 114 32 Stockholm, Sweden

SECTION 3. DEFINITIONS

This policy uses words and phrases that have specific meanings. The following defined words appears as bold wherever they appear throughout this policy:

"Accidental Damage" means all sudden and unforeseen damage on the insured product that prevents it from meeting its intended purposes and that not have excluded under these terms of insurance;

Examples of **accidental damage** covered by this policy include physical damage to the insured product such as damage as a result of the product being dropped and damaged from liquids which affect the functionality of the insured product. It gives no protection against **cosmetic damage** that does not affect the ability to use the item as intended;

"Insurance policy" means the document attached to the policy document, sent electronically to you at the time of purchase which defines the insurance period of cover and the insured item;

"Cosmetic Damage" means dents, scratches, screen cracks or damage on the back that does not affect the functionality of the insured device;

"End date" is the date when this insurance ceases, under section 13 of this **policy**;

"Deductible" is the amount to be paid by you as part of a claim under this policy;

"Insured item" is the device you purchased and is covered by this policy;

"Insurer" means Starr Europe Insurance Limited, the issuer of this insurance policy, registered address is 'Dragonara Business Centre 5th Floor, Dragonara Road St Julians, STJ 3141 Malta. Company Number C 85380. Starr Europe Insurance Limited is authorised and regulated by the Malta Financial Service Authority;

"Mechanical and electrical breakdown" means the sudden and unexpected failure of a part of the insured item arising from any permanent mechanical, electrical or electronic fault, which causes the device to stop working and means that the insured product needs to be repaired or replaced;

"Insurance Period" means the time period to which this policy applies and which is stated on the the insurance certificate;

"Policyholders" means the person who subscribes to this insurance;

"Premium" means the amount or amounts to be paid by you specified in the insurance certificate according to this policy and represents the only amount you have to pay for insurance cover under this policy, including all applicable taxes;

"Reconditioned" means a device that has become refurbished to the manufacturer's standard;

"We, Us, Our, Administrator"means SquareTrade Limited, which is the administrator, acting as an insurance agent on behalf of Starr Europe Insurance Limited, whose registered office is 5 Golden Square, London W1F 9BS, UK. Company number 7165194. SquareTrade Limited is authorised and regulated by FCA with registration number 538538. SquareTrade Limited is a member of the US AllState Corporation Insurance Group;

"You, your" means policyholder(s) stated on the insurance certificate.

"Theft" means the situation when a device is stolen from you as a consequence of robbery,

burglary, other removal with intimidation or force or pickpocketing where the device is removed from your person without your knowledge and such theft is reported without delay to both the police and your mobile operator and the SIM card is blocked.

SECTION 4. ELIGIBILITY TO SUBSCRIBE FOR THIS INSURANCE

This insurance

- (i) May be subscribed by persons or companies who have purchased a new mobile product from 3 and have a subscription from 3;
- (ii) Must have been purchased while the insured item was purchased or within 90 days after the purchase;
- (iii) Only devices purchased new from 3;
- (iv) May be purchased by someone who is over 18 and a resident of Sweden

SECTION 5. HOW THE SERVICE WORKS

Making a claim

If your product during the coverage period is subject to **accidental damage**, develops a mechanical or electrical fault or becomes lost or stolen, contact us using the contact details specified in section 2 of this policy as soon as possible after you have discovered your insured device is damaged or has become lost or stolen.

We will start with trying to troubleshoot the problem you experience.

If we are unable to solve your problem by troubleshooting, will we confirm the details of your active policy and the circumstances around the event. We may need a proof of purchase, we will strive to make a decision about your claim at this time. If we need more information, will we notify you.

In the case of theft or loss, we will need, as soon as possible, a copy of the police report and proof from your mobile operator that your SIM card has been blocked.

Paying your Deductible

Your claim can not be approved until payment of the relevant **deductible** that is specified on your insurance certificate. This must be paid with a payment card when the claim is made. If the value of the replacement product is less than the deductible amount, we will lower the deductible so that it is not more than the cost of the replacement product. Depending on the deductible and the circumstances of the claim, you might be able to choose between repair and a replacement product.

How we repair your product

If a repair is approved by our claims department, will we take the necessary measures to repair your insured item. You may be able to get an approved local repairer or you can send your device to us for repair.

If your insured item is to be repaired by a local repairman, selected by us, we will notify you where the repairer is and give you the necessary information to facilitate the repair. If the fault is covered by this insurance we will settle the cost of the repair directly wherever possible.

If the insured item is to be repaired by a repairman with us, we will arrange shipping and notify you of the process when the claim notification is made. Before shipping, make sure every access restriction on the device have been removed (eg password, Find My iPhone) where it is practically possible. If the fault is covered by this insurance, we will repair the insured product. The service will not take more than four (4) business days (including shipping) unless it is an Apple device, which can take longer. We will notify you if we expect the repair will take longer when the claim notification is made. If we are unable to repair the insured item, we will provide a replacement product. In such cases, the original insured item will not be returned.

If the repairer determines that the damage is not in accordance with the claims notification or can not access the device due to a password or other access restriction, the insured device will be returned to you **unrepaired**, or destroyed on your request.

SquareTrade provides two years guarantee for repairs. You need to make sure the device is repaired and fully functional when you get it. If the device is still defective, you must immediately inform us about this. We may require that you consult the same local repairer that performed the repair if the problem occurs.

We do not accept any responsibility for the preservation of data including your personal data as stored on your device during the repair. We recommend that you back up your personal data before sending your device to us.

How we replace your product

If a replacement product has been approved by our department for claims settlement, we can replace your insured item with a new or refurbished device of the same or similar specification.

The replacement item may be a future version or edition of your insured item. We will try to match the colour of your insured device, but this may not be possible in all cases.

Technological advances can result in a replacement product being provided that has a lower purchase price than your original device but, in all cases, it will be of the same class and quality as your insured item.

If your claim is approved before 18.00 Monday to Friday, a replacement unit will be delivered the next workday to an address in Sweden that you have stated to us. If your claim is approved

after 18.00 on a Friday or anytime on a Saturday, you can expect to get a replacement product within two working days. If you request delivery to an address in another country within the European Union, Switzerland or Norway will we strive to deliver the device the next day, however this is not always possible. We will notify you about how long it will take to deliver your replacement product to you when the claim is made.

If you send a broken device to us as a part of your claim, we will remove personal data from the device.

Replacement Products: You will need to return your original device with all access restrictions deleted within 14 days after you have received your replacement product with a prepaid shipping label that we provide at delivery. If we can pick up your original unit while we deliver the replacement product, we will inform you about it when the claim notification is made. If you do not return your original device, the price of the replacement product will be deducted from the payment card you provided us when the claim notification was made or invoiced to you.

The replacement product will have two years guarantee from SquareTrade that starts the date you get replacement product.

Other payments

During some exceptional circumstances, it may not be possible to offer repair or replacement of your insured device. If this is the case, will we process your claim by paying out a cash amount. The amount will be the amount to replace the original insured device.

SECTION 6. MAXIMUM COVERAGE

The maximum number of claims under this policy is limited to two (2) claims during a period of twelve (12) consecutive months.

Once you've had your second successful claim over a twelve (12) month period, your policy will end immediately, and you will not be entitled to a refund.

The maximum value of a claim under this insurance, calculated from when the insurance first came into force, is 19,000 SEK.

Your insurance is automatically renewed each month for a maximum of 60 months. After the end of the 60-month period, the insurance will automatically end.

The insurance takes effect when the subscription is activated and you are in possession of the insured product.

SECTION 7. WORLDWIDE SERVICE

Your insured device is covered when traveling outside your country of residence. We will be able to send a replacement device to an address within the European Union as specified in section 5 of this policy document. [However, we will only be able to offer repair at addresses in Sweden.] For remote locations, we may not be able to offer you a repair of your insured device. In these cases, we will inform you of the specific procedure at the point of claim.

SECTION 8. TRANSFERS

You cannot transfer this insurance to another person or entity.

SECTION 9. GENERAL RESTRICTIONS

Your product insurance does not cover:

- (i) cost of **deductible** applicable to this policy as specified in your insurance certificate;
- (ii) the cost for the replacement or restoration of any data software, information or music that is stored on the insured item;
- (iii) mechanical or electrical breakdown or **accidental damage** caused by:
 - (a) abuse, misuse, neglect, deliberate damage of the insured product intentionally or not;
 - (b) severe weather conditions such as flash flooding and strong winds
 - (c) accessories and peripherals that was not an essential part of the original installation of the insured device;
 - (d) software or programming;
 - (e) any form of electronic virus;
- (iv) **theft** or loss resulting from the device being left unattended or left in an unlocked vehicle or a public place;
- (v) **theft** or loss when a police report has not been submitted (this must contain IMEI number, a description of the event and date, time and site when it occurred);
- (vi) **theft** or loss not notified to your mobile operator or when the sim card has not been blocked;
- (vii) costs that arise because you cannot use the insured device or any cost other than the replacement cost of the insured device;
- (viii) damage that does not affect the ability to use the insured device as intended such as wear and tear;
- (ix) The cost of routine maintenance, modification, servicing, inspection or cleaning;
- (x) costs incurred as a result of your failure to comply with the manufacturer's instructions or installation guidelines;
- (xi) costs that are covered by the manufacturer guarantee or any other insurance that you are covered by;
- (xii) costs resulting from war, terrorism, foreign hostilities (whether a war has been declared or not), social interruption or contamination from nuclear radiation;
- (xiii) damage where the serial number has been removed or changed;
- (xiv) claims outside **insurance period**;

SECTION 10. GENERAL TERMS AND CONDITIONS

- (i) The **insurer** may change these conditions to:
 - (a) improve your insurance cover;
 - (b) comply with applicable laws and regulations;
 - (c) correct printing or formatting errors that may occur.
- (ii) You will receive a written message to your last known address at least 30 days before

any changes in the terms of insurance are made during this policy, unless the change is due to legal or regulatory requirements. If your insurance coverage is changed because of new laws or regulations that is outside the **insurer** control, we may not be able to give you 30 days notice. In such cases, will we look to inform you as practically as possible.

- (iii) If the **insurer** changes your terms and you do not want to continue with your insurance cover, you can terminate the insurance in the manner specified in Section 11.

SECTION 11. YOUR RIGHT TO TERMINATION

You have the right to terminate this insurance at anytime during the **insurance period** with respect to a 30 days notice.

You have the right to cancel this insurance within 14 days after you have received your insurance policy. We will cancel your insurance and give you a full refund of the premium you have paid during the relevant period.

If you want to cancel or terminate your insurance, you can do so by contacting 3 online or by phone.

SECTION 12. THE INSURER'S RIGHT TO TERMINATION

- (i) The **insurer** may terminate your insurance if any of the below circumstances occur. The termination will be in writing with fourteen (14) days notice.
 - (a) When you have provided information that is untrue or misleading when you subscribed to the insurance policy;
 - (b) If there is evidence that you (or anyone acting on your behalf), caused gross negligence;
 - (c) If it necessary to follow applicable laws and regulations.
 - (d) The insurance contract is void if you have acted fraudulently or contrary to faith and honor according to the Act (1915:218) on agreements and other legal acts or areas of wealth. The insurance liability is then not responsible for occurrence insurance cases, whether it occurred before or after the relationship was discovered.
- If the insurer terminates your insurance coverage as a result of section 12 (i) (a), (b) or (c), the insurer is entitled to retain premium that would have been paid if the agreement was concluded for the time the insurer was responsible. If the agreement is invalid according to (c), the insurer may retain the premium paid for elapsed time. Repayment of the insurance compensation paid will then be required.
- (ii) No decision to terminate the insurance coverage will be taken on an individual level and will not be based on whether you have made a claim notification subject for section 12 in (a), (b), or (c).
- (iii) Termination of your policy will not affect your right to submit a claim for an event occurring before the date of termination; with subject to 12 (c).

SECTION 13. END DATES

Insurance cover begins on the date specified on your insurance certificate. Your insurance will end at the earliest of the following:

- (i) The date you are no longer a resident of Sweden;
- (ii) The date you terminate your insurance in accordance with section 11 of this policy document;
- (iii) The date that included any notice period as specified in section 12, when the **insurer** cancels your insurance in accordance with section 12 of this policy;
- (iv) At the end of the maximum **insurance period** as per section 6 of this policy document according to what is stated in the insurance company's message to you.

You will not be covered for any new claims that occur on or after this date.

SECTION 14. GENERAL TERMS AND CONDITIONS

- (i) Fraud
 - If we pay out any claim for damages as a result of you (or someone acting on your behalf), from intentional or gross negligence, incorrectly stated or you conceal something of significance for the assessment of the right to compensation from the insurance, the insurer can reduce the compensation and thus recover all or part of the compensation already paid. The **insurer** can take legal action against you to get the replacement device or equivalent cash amount returned or other compensation. The insurer can take legal measures against you to get replacement product or corresponding cash amount returned or other compensation.
- (ii) Swedish Law
 - This policy is governed by Swedish law.
- (iii) You must answer honestly all requests for more information we make when you sign up for cover or apply to change your insurance. In case any statement of the facts you specify is false or misleading, this may affect the validity of your insurance, all claims we previously paid out and whether it is possible for you to make a subsequent claim.
- (iv) The **insurer** is obliged under law to prevent fraud. In the event of a claim, any information you have provided that is relevant to your insurance together with other information relating to your claim is shared with other insurers to prevent insurance fraud.

SECTION 15. DOUBLE INSURANCE

You shall inform the insurer of the existence of other policies covering the insured item contracted with different insurers 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 loss 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 16. COMPLAINTS

Step 1:

The administrator's goal is to always give you the best possible service. However, if for some reason, you are not satisfied with your service, you can contact our head of customer experience by the contact details specified in Section 1 of these terms and conditions. We will review your case and answer immediately.

We will contact you immediately after we have received your complaint to inform you about which step we will take and explain how we will manage your complaint.

Step 2:

We will try to resolve your complaint if possible, within 8 weeks from when we received your complaint.

When you have received your final response from us and if you are still not satisfied, you have the right to take your complaint to:

National Board for Consumer Complaints/general complaints (ARN)
Box 174
101 23
Stockholm Sweden

Issues for ARN can also be submitted to the for EU dispute resolution <https://ec.europa.eu/consumers/ODR/>.

This procedure does not affect your right to bring a case to court. However, you should pay attention that there are cases where the Ombudsman cannot take into account complaints.

Free information and guidance available at:

- Consumer Insurance Agency, www.bankforsakring.konsumenternas.se

A brochure describing our full handling of complaints/appeals can be obtained Upon request.

You will lose your right to compensation if you do not bring an action against the insurer within 10 years from the injury event, or, where applicable, from the time when the relationship to such protection occurred. If you have reported the damage to the insurer, you always have six months to bring the action after the insurer has provided a final response.

SECTION 17. DATA PROTECTION

We collect, store and use the following personal information that you have provided during the purchase of your policy and the performance of your insurance:

- (a) Your name and contact details;
- (b) Information in connection with your insurance
- (c) Information about the claims you made during your insurance
- (d) Information about the device that is covered by your insurance
- (e) Feedback about the services we provide and
- (f) Notes about correspondence or data from calls between you and us.

We need to have a valid reason to use your personal data which means we must have a legal motive to collect, use and store your personal data. We must manage and use your personal data to provide your insurance.

To administer your insurance, management of your personal data is necessary to fulfill our agreement with you and perform the services that are specified in your policy. We will also use your personal data where it is necessary for our eligible interests or eligible interests of others. Our eligible interests are to administer your insurance, customer care, claims and control of fraud. If necessary, we can use your personal data to pursue our legal obligations.

In connection with the above aims, will we share your personal data with the insurer, our administrator and our subcontractors that help us to administer your policy. You can choose to not provide the above information, but if you choose to not do it, it can be that we can not provide the services that are specified in your insurance. We will keep information about you that we will hold during a period of time that is required and allowed by law and our insurer, if it is necessary for these purposes.

We may transfer your personal data to countries outside the European Economic Area. We will make sure similar standards of protection are maintained. This can be made on a number of different ways for example: (a) only transfer your personal data to countries that are considered to provide an adequate level of protection for personal data by the European Commission; (b) by using specific contracts that has been approved by the European Commission where recipients give personal data, the same protection that they it have in Europe or (c) if we transfer personal data to the United States we will ensure the receiver is a member of Privacy Shield that requires and provides similar protection for personal data that is shared between Europe and the United States. You can request information about all our international transfers of personal data outside the European Economic Area by contacting us via the information below.

You have a number of legal rights in connection with information we keep about you, including right to be notified, get access to confidentiality, portability, correction, management deletion and right to objections. You can exercise these rights any time by written request to 5 Golden Square, London W1F 9BS, UK or by sending an e-mail to privacy@squaretrade.com. Please note, these rights are not in full and are limited to local applicable laws. If we are unable to meet your request, will we explain why this is the case.

If you are not satisfied with how we use your personal data or our response on how you exercise your rights under what is specified above or you believe we have broken our data protection obligations, you have the right to leave a complaint with the Information Commissioner's Office (www.ico.org.uk).

SECTION 18. PREMIUM

The insurance premium for the insured product will be specified at time of purchase. We will confirm your premium and deductible in your insurance certificate.

Monthly Premium

Monthly premium is paid to us each month in advance on the same day each month. The first premium payment will be charged by 3 at point of sale. The other and subsequent premium payments will be charged on a regular basis by 3. Each premium payment will give you insurance coverage for a month and your protection will be renewed automatically for subsequent months. In case of non-payment of premium, we will cancel the insurance. The insurance will then expire 14 days after the dispatch of the notice. If you pay during these 14 days, your insurance will come continue to apply.

This Insurance is administered by SquareTrade Limited which is authorised and regulated by the FCA (number 538538) in the United Kingdom. Address: 5 Golden Square, London W1F 9BS, United Kingdom. The company is competent to conduct activities in Sweden with support of the rules around free mobility av services and is to a limited scope also during supervision Av Finansinspektionen, www.fi.se

Insurer is Starr Europe Insurance Limited (Company number: C 85380 that is authorised and regulated by the Malta Financial Service Authority. Address: Dragonara Business Centre 5th Floor, Dragonara Road St Julians, STJ 3141 Malta.

To check the registration see, www.mfsa.com.mt.

STARR
INSURANCE COMPANIES