

**AppleCare+ for Apple Watch**  
**AppleCare+ for Headphones**  
**AppleCare+ for iPad**  
**AppleCare+ for iPhone**  
**AppleCare+ for iPod**

#### **NOTE ON CONSUMER LAW:**

AppleCare+ is an insurance policy covering the risk of damage to your Apple Watch, iPad, iPhone, iPod or Apple- or Beats-branded headphones and the need for technical assistance. AppleCare+ does not provide coverage for failure due to defects in design and/or materials and/or workmanship. Such failures will be covered separately by your consumer law rights or the Apple Limited Warranty or by Apple itself during the same period as the AppleCare+ Coverage Period even if you did not purchase or lease your Apple product from Apple. In Ireland, consumers are entitled to a free of charge repair or replacement, by the seller, of goods which do not conform with the contract of sale. Under Irish law, consumers have up to six years from the date of delivery to exercise their rights however, various factors may impact your eligibility to receive these remedies. For more details, please visit [apple.com/ie/legal/statutory-warranty](https://apple.com/ie/legal/statutory-warranty).

#### **Terms & Conditions – Ireland**

Thank you for buying AppleCare+, an insurance policy underwritten by the Ireland Branch of AIG Europe S.A. (“**AIG**”) who agrees to insure Your Apple Watch, iPad, iPhone, iPod, or Apple- or Beats-branded headphones according to the terms and conditions contained in this Policy.

AppleCare+ covers You for repair or replacement of Your device in the event of Accidental Damage or Battery Depletion, and access to Technical Support from Apple (as set out in clause 4.5).

The Policy is sold by Apple and Apple Authorised Resellers. Apple, on AIG’s behalf, will also handle claims and any complaints You may have (full details of this are in clause 12).

**AppleCare+ does not cover You for loss or theft of Your device, or for failure due to defects in Your device, although such failures will be covered separately either by Your rights under consumer law or the Apple Limited Warranty or by Apple itself during the same period as the AppleCare+ Coverage Period even if You did not purchase or lease Your Apple product from Apple (as set out in clause 5.1.9).**

#### **1. Definitions**

Any word or expression which appears capitalised in this Policy is defined in this definitions section and has the same meaning whenever it is used throughout this Policy:

- 1.1. “Accidental Damage” means physical damage, breakage or failure of Your Covered Equipment due to an unforeseen and unintentional event occurring either due to handling (e.g., dropping the Covered Equipment or through liquid contact) or due to an external event (e.g., extreme environmental or atmospheric conditions). The damage must affect the functionality of Your Covered Equipment, which includes cracks to the display screen that affect the visibility of the display.
- 1.2. “AIG” means AIG Europe S.A. whose registered office is at 35 D Avenue John F. Kennedy, L-1855, Luxembourg who is operating in Ireland through its branch AIG Europe S.A. (Ireland Branch) whose address is 30 North Wall Quay, International Financial Services Centre, Dublin 1, Ireland and who is regulated by the Central Bank of Ireland for conduct of business rules.
- 1.3. “Apple” means Apple Distribution International Limited (or its appointed agents) who distribute, sell and administer this Policy and who handle claims and complaints on AIG’s behalf.
- 1.4. “Apple Authorised Service Provider” means a third-party service provider appointed as Apple’s agent to handle claims on AIG’s behalf. A list of these providers can be found through [locate.apple.com/ie/en](https://locate.apple.com/ie/en).

- 1.5. "Apple Authorised Reseller" means a third party authorised by Apple to distribute this Policy at the same time as selling or leasing Your Covered Equipment.
- 1.6. "AppleCare+ Details" means the support website [apple.com/legal/sales-support/applecare/applecareplus](https://apple.com/legal/sales-support/applecare/applecareplus).
- 1.7. "Apple Limited Warranty" means the voluntary manufacturer's warranty provided by Apple (under separate terms of service) to purchasers or lessees of Covered Equipment, which provides benefits that are in addition to, and not instead of, rights provided by consumer law.
- 1.8. "Arrears Notice" means the notice that a Payment Plan Provider issues to You notifying You that You have failed to pay an Instalment and/or that You are in default under the Payment Plan Agreement for failure to pay Instalments.
- 1.9. "Battery Depletion" means, in relation to Covered Equipment, when the capacity of such Covered Equipment's battery to hold an electrical charge is less than eighty percent (80%) of its original specification.
- 1.10. "Beats" means Beats Electronics LLC (a/k/a Beats by Dr. Dre), a subsidiary of Apple Inc. producing audio products, including certain Covered Equipment under the Beats brand name.
- 1.11. "Business Customer" means a customer who has registered for and purchased their Covered Equipment through the Apple business online store.
- 1.12. "Consumer Software" means the operating software ("OS") of the Covered Equipment, software applications that are pre-installed on the Covered Equipment, and Apple- or Beats-branded applications that are subsequently installed on the Covered Equipment, which may vary from time to time.
- 1.13. "Coverage Period" means the period set out in clause 3.1.
- 1.14. "Covered Equipment" means the Apple Watch, HomePod, iPad (including iPad Input Devices), iPhone, iPod, or Apple- or Beats-branded headphones identified by the product serial number shown on Your POC certificate (or in the case of an iPad Input Device as evidenced by Your proof of purchase), as well as the original accessories supplied in the same box. The Covered Equipment must have been purchased or leased as new from Apple or an Apple Authorised Reseller no more than sixty (60) days before the date You purchase this Policy or, where legal ownership of the Covered Equipment has been transferred to You, the Policy must have been transferred to You pursuant to clause 11 of this Policy.
- 1.15. "Hardware Coverage" means the cover providing for repair or replacement of Your Covered Equipment due to events of Accidental Damage and Battery Depletion.
- 1.16. "Insurance Tax" means the following duties/levies which are payable at the rates applicable on the date of purchase of the Policy, which are:
  - (a) Irish Stamp Duty €1 per non-life insurance contract;
  - (b) Government Levy (3% on non-life insurance contracts); and
  - (c) Insurance Compensation Fund (ICF) Levy (2% of insurance premiums).

Please note that these rates are subject to change.

- 1.17. "Instalment" means any sum payable by You under a Payment Plan Agreement.
- 1.18. "Insured Event" means (a) Accidental Damage to Your Covered Equipment and/or (b) Battery Depletion and/or (c) the need to use Technical Support, which occurs during the Coverage Period.

- 1.19. "iPad Input Device" means an Apple Pencil and/or an Apple-branded iPad keyboard.
- 1.20. "Payment Plan Agreement" means the agreement between You and Your Payment Plan Provider to fund Your payment of the Premium by Instalments.
- 1.21. "Payment Plan Provider" means the party with whom You have entered into Your Payment Plan Agreement, which may include Apple, an Apple Authorised Reseller, or a third-party financing institution.
- 1.22. "POC certificate" means the proof of coverage document which You will receive when You purchase this Policy, which includes Your insurance details and the serial number of the Covered Equipment to which this Policy applies. If You have purchased this Policy in an Apple retail store or from an Apple Authorised Reseller, the original sales receipt may also be Your POC certificate.
- 1.23. "Policy" means this insurance document setting out the AppleCare+ terms and conditions, which, together with the POC certificate You received when You purchased AppleCare+, forms Your legal contract of insurance with AIG.
- 1.24. "Policy Excess" means the relevant excess for the Covered Equipment as follows:

Apple Watch (all models excluding Hermès and Edition):	€ 65
Apple Watch (Hermès or Edition):	€ 75
iPad:	
iPad Input Device:	€ 29
All Other Accidental Damage (iPad, iPad Air, iPad mini):	€ 49
All Other Accidental Damage (iPad Pro):	€ 49
iPhone:	
Screen-Only Accidental Damage:	€ 29
All Other Accidental Damage:	€ 99
iPod:	€ 29
Apple-branded headphones:	€ 29
Beats-branded headphones:	€ 29

payable by You for each Accidental Damage claim You make in Ireland under this Policy. Please note that if You make a claim in another country under this Policy, the Policy Excess will need to be paid in that country's currency and at that country's applicable rate – for further details, please visit [AppleCare+ Details](#).

For iPhone Screen-Only Accidental Damage claims, the Covered Equipment must have no additional damage beyond the screen damage, including, but not limited to, bent or dented enclosure, that would prevent Apple from replacing the screen on the Covered Equipment. Covered Equipment with additional damage will be categorized as iPhone All Other Accidental Damage claims. Screen-Only repairs are only available for iPhone.

- 1.25. "Premium" means the amount which You agree to pay for coverage under this Policy as detailed in clause 2.3. Premium includes Insurance Tax at the applicable rate.
- 1.26. "Technical Support" means Apple technical assistance if Your Covered Equipment ceases to work correctly, for which Apple may otherwise charge a pay-per-incident fee.

- 1.27. "You/Your" means the person who owns or leases the Covered Equipment and any person to whom the Policy is transferred pursuant to clause 11.

## 2. The Policy

- 2.1. Your Policy is made up of this insurance document setting out the terms & conditions of Your coverage under AppleCare+ and Your POC certificate. Please check them carefully to make sure they give You the cover You want. If Your needs change or any of the information on which the Policy is based changes, Apple and AIG may need to update their records and the details on Your POC certificate may need to be altered.
- 2.2. Should You need to obtain a replacement POC certificate or obtain a copy of Your insurance details, visit [mysupport.apple.com/products](https://mysupport.apple.com/products), and follow the instructions.
- 2.3. The Premium for Your Policy is as follows:

Apple Watch Series 3, SE:	€ 65
Apple Watch Series 4, 5, 6:	€ 99
Apple Watch Hermès, Edition:	€ 199
iPad, iPad Air and iPad mini:	€ 79
iPad Pro:	€ 139
iPhone SE:	€ 99
iPhone 8, 7, 6s:	€ 149
iPhone 12 mini, 12, 11, XR, 8 Plus, 7 Plus, 6s Plus:	€ 169
iPhone 12 Pro, 12 Pro Max, 11 Pro, 11 Pro Max, Xs, Xs Max, X:	€ 229
iPod:	€ 59
Apple-branded headphones (all models excluding AirPods Max):	€ 39
AirPods Max:	€ 59
Beats-branded headphones:	€ 39

These prices include Insurance Tax at the applicable rate.

- 2.4. The Premium must be paid by cash or debit or credit card on the purchase of the Policy. If Your payment has not completed correctly (for example if Your payment debit or credit card fails) You will be informed and You will need to take action to complete the payment. If an Insured Event occurs and Your payment has not been completed You will not be entitled to receive cover.

## 3. Coverage Period

- 3.1. Your Hardware Coverage starts from the date You purchase Your Policy. This means that if You purchase AppleCare+ up to sixty (60) days after You purchase or begin to lease Your Covered Equipment, You will only receive Hardware Coverage from that date. Your Technical Support coverage starts on expiry of Your complimentary technical support cover provided by the manufacturer, which starts on the date You purchase or begin to lease Your Covered Equipment. Both types of cover end 24 months from the date You purchased Your Policy for all devices except for Apple Watch Hermès and Edition, in respect of which both types of cover end 36 months from the date You purchased Your Policy. Your Policy purchase date is shown on the original sales receipt for Your Policy.

- 3.2. Your coverage may end earlier if You have exercised Your right to cancel under clause 10. If You are no longer eligible to make a claim for Accidental Damage, Your hardware coverage for Battery Depletion and Technical Support, will continue until the end of the Coverage Period.
- 3.3. This Policy does not cover You for damage to the Covered Equipment from an Insured Event which occurred before this Policy was purchased.

#### **4. Cover**

- 4.1. **Hardware Coverage.** If You make a valid claim under the Hardware Coverage element of this Policy, AIG will arrange for Apple either:

- 4.1.1. to repair the Covered Equipment using new or refurbished parts that are equivalent to new in performance and reliability; or

- 4.1.2. if it would not be practical or economically viable to perform a repair, to supply a replacement for the Covered Equipment with a new Apple-branded device or an Apple-branded device that is equivalent to new in performance and reliability, and of the same type as the original. If an Apple-branded device which matches Your Covered Equipment is not available, an Apple-branded device which is at least functionally equivalent to the original Covered Equipment (subject to applicable Consumer Software updates) will be supplied. For Beats-branded headphones, all replacements will be supplied with Beats-branded devices in line with this clause 4.1.2. The replacement Apple- or Beats-branded device will become the new Covered Equipment under this Policy. In the event of a replacement, Apple or the Apple Authorised Service Provider will keep the original Covered Equipment.

The Covered Equipment can only be repaired or replaced and no cash benefit will be payable by AIG if You make a claim.

- 4.2. If a replacement is provided to You under clause 4.1.2, Apple, or the Apple Authorised Service Provider, may install the latest software and operating system that is applicable to the Covered Equipment (if any) as part of cover provided by this Policy. If applicable, third-party applications installed on the original Covered Equipment may not be compatible with the Covered Equipment as a result of the software and operating system update. If You make a claim in a different country from that in which You bought or leased the Covered Equipment, Apple or the Apple Authorised Service Provider may repair or exchange products and parts with locally comparable products and parts.

- 4.3. **Policy Excess.** In relation to each valid claim for Accidental Damage that You make under this Policy, before You are entitled to the benefits in clause 4.2, You will have to pay the applicable Policy Excess towards the cost of the claim. The Policy Excess can be paid to Apple or the Apple Authorised Service Provider in cash or by debit or credit card.

- 4.4. **Claims Limit.** A maximum of two claims for Accidental Damage can be made during each 12-month period, commencing at the start of Your Coverage Period as reflected on Your original sales receipt. After the second claim is settled within each 12-month period, the cover for Accidental Damage on this Policy will cease until the anniversary of Your Policy purchase date when the next 12-month period starts, if applicable, and two additional claims for Accidental Damage can be made. Any unused claims will expire at the end of each 12-month period. However, Your coverage for Technical Support and Battery Depletion will continue to the end of the Coverage Period. Any Accidental Damage claim made for an iPad Input Device is considered an individual Accidental Damage claim and will count towards Your claims limit, even if it arises out of the same occurrence as an Accidental Damage claim for Your iPad.

- 4.5. **Technical Support.** If You make a valid claim under this section of Your Policy, You will receive priority access to the Apple technical support helpline if Your Covered Equipment ceases to work correctly. This coverage starts on the expiry of the complimentary support period which starts on the date You purchase or begin to lease Your Covered Equipment. Technical Support will cover the Covered Equipment, Consumer Software, and any connectivity issues between the Covered Equipment and an AirPort device, Apple TV and a compatible wireless device or computer that meets the Covered Equipment's connectivity specification. It will cover the then-current version of any applicable Consumer Software, and the prior Major Release. "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as "1.0" or "2.0" and which is not in beta or pre-release form.

## 5. Exclusions

- 5.1. **Hardware Coverage.** This Policy does not cover You for:

5.1.1. a product that is not the Covered Equipment;

5.1.2. damage caused by:

5.1.2.1. abuse or misuse, meaning intentionally-caused damage including knowingly using the Covered Equipment for the purpose or in the manner for which it was not intended;

5.1.2.2. actual, or attempted, modification or alteration of the Covered Equipment; or

5.1.2.3. service or repair (including upgrades) performed by anyone who is not Apple or an Apple Authorised Service Provider;

5.1.3. Covered Equipment with a serial number that has been altered, defaced or removed, or Covered Equipment that has been opened, serviced, modified or altered by anyone other than Apple or an authorised representative of Apple, or Covered Equipment that contains component parts that are not authorised by Apple;

5.1.4. the loss or theft of Your Covered Equipment;

5.1.5. Covered Equipment (including all major components) that is not returned to Apple;

5.1.6. cosmetic damage to the Covered Equipment which does not affect the functionality of the Covered Equipment, including, but not limited to, hairline cracks, scratches, dents, broken plastic on ports and discolouration;

5.1.7. damage or failure caused by normal wear and tear and/or usage of the Covered Equipment;

5.1.8. damage caused by fire; or

5.1.9. failure due to defects in materials and/or workmanship and/or design; however, such failures will be covered separately either by Your consumer law rights or by the Apple Limited Warranty, or by Apple itself during the same period as the AppleCare+ Coverage Period even if You did not purchase or lease Your Apple product from Apple.

- 5.2. **Technical Support.** This Policy does not cover You for:

5.2.1. the use or modification of the Covered Equipment or Consumer Software in a manner for which it is neither intended to be used or modified according to the user manual, technical specifications or other guidelines published on the Apple website for the Covered Equipment;

5.2.2. issues that could be resolved by upgrading software (including the Consumer Software) to the latest version;

- 5.2.3. third-party products or other Apple-branded products or software (other than the Covered Equipment or Consumer Software) or the effects of such products on or interactions with the Covered Equipment or Consumer Software;
- 5.2.4. the use of a computer or operating system that is unrelated to Consumer Software or connectivity issues which do not originate from the Covered Equipment;
- 5.2.5. OS software or any Consumer Software designated as "beta", "prerelease", "preview", or similarly labeled software;
- 5.2.6. damage to or loss of any software or data residing or recorded on the Covered Equipment;
- 5.2.7. recovery and reinstallation of software programs and user data; or
- 5.2.8. advice that relates to everyday use of the Covered Equipment where there is no underlying problem with its hardware or software.

## **6. General conditions**

- 6.1. To have the full protection of Your Policy, You must comply with this clause as well as clauses 7, 8 and 9, which are conditions of this Policy. Failure to comply with these conditions may result in Your claim being declined.
- 6.2. The following conditions apply to this Policy:
  - 6.2.1. **Original Parts.** As a condition of receiving covered service all Covered Equipment must be returned to Apple in its entirety including all original parts or Apple-authorized replacement components.
  - 6.2.2. **Policy limits.** Cover under Your Policy is subject to those exclusions set out in clause 5.
  - 6.2.3. **Premium payment and cover.** If You agree to pay the Premium in full upfront, it must be paid before You can receive Hardware Coverage and Technical Support, and no claim will be met under this Policy if the Premium has not been paid in full. In order to pay the Premium by Instalments, You will be required to enter into a Payment Plan Agreement with a Payment Plan Provider, and You can receive the Hardware Coverage or Technical Support from the time You enter into the Payment Plan Agreement. You must pay Your Instalments in accordance with the terms and conditions of Your Payment Plan Agreement.
  - 6.2.4. **Non-payment of Instalments.** Where You pay the Premium by Instalments and You have not paid Your Instalment arrears by the date requested in the Arrears Notice, the Payment Plan Provider may request that AIG cancel Your Policy. AIG will cancel Your Policy with immediate effect on receipt of such a request. Any unearned Premium arising from such a cancellation and which would otherwise be refundable to You may be paid directly on Your behalf to the Payment Plan Provider and will be credited by the Payment Plan Provider towards Your accrued arrears under the Payment Plan Agreement. As a result, no amount may be repaid directly to You.

Where You fail to pay any Instalments by the date due and You are in arrears under the Payment Plan Agreement, You will not be entitled to receive Hardware Coverage or Technical Support in respect of the Covered Equipment until You pay the Instalment arrears in full.
  - 6.2.5. **Your duty of care.** You shall take all reasonable precautions to protect the Covered Equipment against an Insured Event and shall use and maintain the Covered Equipment in accordance with its instructions.

## 6.2.6. Your residence & age

- 6.2.6.1. If You are not a Business Customer, You are only entitled to purchase this Policy if You have Your main residence in Ireland and You are aged eighteen (18) years or over on the date of purchase of this Policy.
- 6.2.6.2. If You are a Business Customer, You are only entitled to purchase this Policy if You have purchased the Covered Equipment for use in connection with a business, trust, charity or other unincorporated body established in Ireland.
- 6.2.7. **Other insurance.** If You have another insurance policy in respect of the Covered Equipment in force during the Coverage Period, then You can still make a claim under this Policy because AIG agrees to provide coverage to You irrespective of, and without regard to, any other policy.

## 7. How to make a claim

- 7.1. **For Hardware Coverage.** You must report Your claim as soon as possible by visiting an Apple retail store or Apple Authorised Service Provider, by accessing [support.apple.com/en-ie](https://support.apple.com/en-ie) or call us (local telephone number is available at [support.apple.com/en-ie/HT201232](https://support.apple.com/en-ie/HT201232)). Apple will require Your Covered Equipment serial number before providing assistance. Your claim will be settled by means of the options set out in clause 7.4.
- 7.2. During the Hardware Coverage service, Apple or the Apple Authorised Service Provider will delete any data held within the Covered Equipment and reformat the storage media. You should back up all data on a regular basis and prior to making a claim where possible.
- 7.3. If requested, You must produce proof of purchase for Your Covered Equipment and Your POC certificate in order to validate that Your Apple product is Covered Equipment.
- 7.4. Valid claims for Hardware Coverage can be made using one of the following options:
  - 7.4.1. **Carry-in service.** You can return Your Covered Equipment to an Apple retail store or an Apple Authorised Service Provider. A repair will be undertaken or a replacement provided in accordance with clause 4.1. Once the repair is complete or a replacement is available (as applicable), You will be notified to come to the Apple retail store or Apple Authorised Service Provider to collect Your Covered Equipment.

If You return the Covered Equipment to an Apple retail store, some repairs can be completed on the spot. It is advisable to make a reservation in advance on [apple.com/retail](https://apple.com/retail).

- 7.4.2. **Mail-in service.** Apple will send You the prepaid postage and packaging required so that You can send Your Covered Equipment to Apple. Once the screening or repair is complete, Apple will return the Covered Equipment or a replacement of the Covered Equipment to You. Apple will pay postage costs to and from Your location if all instructions are followed by You.
- 7.4.3. **Express Replacement Service ("ERS").** Apple will require the Covered Equipment to be returned and a credit card authorisation to be given as security for the retail price of the replacement product and applicable shipping costs. If You are unable to provide credit card authorisation, this service will not be available to You. Apple will send a replacement product to You along with instructions for the return of the Covered Equipment. If You follow these instructions, Apple will cancel the credit card authorisation, and You will not be charged for the replacement product and the shipping to and from Your chosen shipping address. If You fail to return the original Covered Equipment as instructed or You return a product that is not the Covered Equipment, Apple will charge Your credit card for the authorised amount.

Please note that ERS is not available for iPod or iPhone Screen-Only-claims.



- 7.5. The Hardware Coverage service options may vary between countries depending on local capability. Please visit [AppleCare+ Details](#) for further details.
- 7.6. Where it will not be possible to provide a certain method of service set out above, it may be necessary to change the method by which Apple provides Hardware Coverage to You.
- 7.7. If You seek to make a claim under this Policy 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.
- 7.8. For **Technical Support**, You can make a claim by telephoning Apple (local number available at [support.apple.com/en-ie/HT201232](https://support.apple.com/en-ie/HT201232)) who will request the Covered Equipment serial number, before providing assistance.

You can also obtain information by accessing the following free support resources below:

International Support Information	<a href="https://support.apple.com/en-ie/HT201232">support.apple.com/en-ie/HT201232</a>
Apple Authorised Service Providers and Apple Retail Stores	<a href="https://locate.apple.com/ie/en/">locate.apple.com/ie/en/</a>
Apple Support and Service	<a href="https://apple.com/en-ie/contact">apple.com/en-ie/contact</a>

## 8. Your responsibilities when making a claim

- 8.1. When making a claim under this Policy, You must comply with the following:
- 8.1.1. You must provide information about the symptoms and causes of the damage to or problems You have with the Covered Equipment;
- 8.1.2. To allow Apple to troubleshoot and otherwise assist with Your claim, if requested, You must provide information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;
- 8.1.3. You must follow instructions given to You by Apple or the Apple Authorised Service Provider and pack the Covered Equipment in accordance with shipping instructions given by Apple or the Apple Authorised Service Provider;
- 8.1.4. You must not send products and accessories that are not subject to a Hardware Coverage claim (e.g. protective cases, car chargers, etc.) as these cannot be returned;
- 8.1.5. You should ensure where possible that Your software and data residing on the Covered Equipment is backed up. Apple will delete the contents of the Covered Equipment and reformat the storage media. Neither AIG nor Apple will be responsible for any loss of software or data residing on the Covered Equipment when it is submitted as part of a claim under this Policy; and
- 8.1.6. You must provide to Apple all major components of the product subject to Hardware Coverage to allow Apple to assess the validity of Your claim.
- 8.2. You will be responsible for reinstalling all other software programs, data and passwords.

- 8.3. To the maximum extent permitted by applicable law, AIG, Apple, Apple Authorised Service Providers, and their employees and agents, shall not be liable to You for any indirect losses You incur, for example the costs of recovering, reprogramming or reproducing any programme or data or any loss of business, profits, income or anticipated savings resulting from a failure to meet their obligations under this Policy.

## **9. Deception, fraud and illegal use**

- 9.1. If any claim is found to be fraudulent or if You knowingly give misleading information when making a claim, the claim will be declined, and Your Policy will be cancelled with no refund of Premium due to You. Apple or AIG may inform the police or other regulatory bodies.
- 9.2. This Policy may be immediately cancelled by AIG in the event that the Covered Equipment is used in the course of criminal activity or to facilitate or enable any criminal act to take place.

## **10. Cancellation**

- 10.1. You may cancel this Policy at any time for any reason. If You pay Your Premium in full up front You may cancel by calling Apple (local number available at [support.apple.com/en-ie/HT201232](https://support.apple.com/en-ie/HT201232)) or by writing to: Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland.
- 10.2. If You pay Your Premium in Instalments, You may cancel by contacting the Payment Plan Provider and request that the Payment Plan Provider cancel Your Policy on Your behalf.
- 10.3. To receive any refund, You must provide Your original sales receipt and/or Your POC certificate.
- 10.4. If You cancel, You may be entitled to a refund of Premium which will be calculated on the following basis:
- 10.4.1. If You cancel this Policy within thirty (30) days of the date of purchase of Your Policy and You have paid Your Premium in full upfront, You will receive a refund of the whole Premium You paid, or if You cancel this Policy within thirty (30) days of the date of purchase of Your Policy and You have chosen to pay Your Premium by Instalments, You must inform the Payment Plan Provider in accordance with clause 10.1 and request that it cancel Your Payment Plan Agreement. In these circumstances, the Payment Plan Provider will refund to You any Instalment payments You have made.
- 10.4.2. If You cancel more than thirty (30) days after the Policy purchase date and You pay Your Premium in full upfront, You will receive a refund of a proportion of the Premium You paid based on the remaining portion of the Coverage Period. If You have chosen to pay Your Premium by Instalments and You cancel Your Policy more than thirty (30) days after the date You purchased Your Policy, You will not be entitled to receive a refund of the Instalment payments You have made.

If You have already made a valid claim under this Policy, then - whenever You cancel - AIG will deduct from any refund the value of the benefit You received, which may result in no refund of Premium being due to You.

- 10.4.3. Any refund to which You are entitled shall be paid either by crediting the debit or credit card You used to purchase the Policy or, if this is not possible, then by a bank transfer to You.

All monies which become payable by AIG under this Policy shall, in accordance with section 93 of the Insurance Act 1936, be payable in Ireland.

- 10.5. Any refund due may be net of any Insurance Tax that was included in the Premium if this cannot be recovered from the tax authorities.
- 10.6. Where You pay the Premium by installments and there are arrears, clause 6.2.4 may apply, meaning the Payment Plan Provider can request that AIG cancels Your Policy.

## 11. Transfer of Policy

- 11.1. You may transfer this Policy when You transfer the Covered Equipment, to someone else who is resident in Ireland aged eighteen (18) years or over, and the new party will be covered for the remainder of the Coverage Period. A Business Customer may only transfer this Policy to another Business Customer.
- 11.2. You must notify Apple, on behalf of AIG, of the transfer as soon as possible by calling Apple (local number available at [support.apple.com/en-ie/HT201232](https://support.apple.com/en-ie/HT201232)) or by writing to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland. When notifying Apple of the transfer of the Policy, You must provide the serial number of the Covered Equipment, and the name, address and email address of the new owner or lessee so that Apple can send an updated POC certificate to the new owner or lessee. You must provide the new owner or lessee with these terms & conditions and notify them of the number of claims, if any, for Accidental Damage which You have made.
- 11.3. The Policy transfer will be effective when Apple, on behalf of AIG, issues an amended POC certificate to the transferee.

## 12. Complaints

- 12.1. AIG and Apple believe You deserve a courteous, fair and prompt service. AIG has asked Apple to deal with claim and underwriting complaints on its behalf to ensure You have one point of contact on all matters. If there is any occasion when the service You receive does not meet Your expectations, please contact Apple using the appropriate contact details below, providing Your name and Covered Equipment serial number to help Apple deal with Your comments more efficiently. Apple can deal with an enquiry in the European language of Your country of residence (including English).

<b>In Writing:</b>	Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland
<b>By Telephone:</b>	Local number available at <a href="https://support.apple.com/en-ie/HT201232">support.apple.com/en-ie/HT201232</a>
<b>Online:</b>	Via Contact Apple Support at <a href="https://support.apple.com/en-ie/contact">support.apple.com/en-ie/contact</a>
<b>In Person:</b>	Any Apple-owned retail store, listed on <a href="https://apple.com/retail/storelist">apple.com/retail/storelist</a>

- 12.2. If Apple is unable to acknowledge a complaint within five (5) business days of receiving it, keep You informed of progress, and resolve matters to Your satisfaction within eight (8) weeks, You may be entitled to refer the complaint to one of the following ombudsmen who will review Your case. Apple will provide details of how to do this when it provides its final response letter addressing the issues raised.
- 12.3. Please note: An ombudsman may not consider a complaint if You have not provided Apple with the opportunity to resolve it previously. You may refer Your complaint to:

The Republic of Ireland Financial Services and Pensions Ombudsman  
3rd Floor  
Lincoln House  
Lincoln Place  
Dublin D02 VH29

By Telephone: 1890 88 20 90 or +353 16620899  
By Email: [info@fspo.ie](mailto:info@fspo.ie)

The Republic of Ireland Financial Services and Pensions Ombudsman may not be able to consider a complaint if the complainant is a limited company with an annual turnover of more than €3 million.

Following this complaint procedure does not affect Your right to take legal action.

- 12.4. If you wish to complain about an insurance policy purchased online, you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr).
- 12.5. As AIG Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out above, you have access to Luxembourg mediator bodies for any complaints you may have regarding this Policy. Contact details of the Luxembourg mediator bodies are available on AIG Europe S.A.'s website: [www.aig.lu/](http://www.aig.lu/).

### **13. Insurance Compensation Fund**

- 13.1. You may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or EUR 825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website through the following link: [www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund](http://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund)

### **14. General Information**

- 14.1. This Policy will be governed by Irish law and You and AIG agree to submit to the courts of Ireland to determine any dispute arising under or in connection with it.
- 14.2. The terms & conditions of this Policy will only be available in English and all communication relating to this Policy will be in English.
- 14.3. Stamp Duty will be paid to the Revenue Commissioners in accordance with the provisions of section 5 of the Stamp Duties Consolidation Act 1999.

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue John F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), [www.caa.lu/](http://www.caa.lu/).

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77. Fax: 01 6716561. E-mail: [enquiries@centralbank.ie](mailto:enquiries@centralbank.ie). Web: [www.centralbank.ie](http://www.centralbank.ie).

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

- 14.4. Apple Distribution International Limited and its authorised agents or representatives distribute, sell, administer and handle claims under this Policy on AIG's behalf. Apple Distribution International Limited has its registered office at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland. Apple Distribution International Limited is regulated by the Central Bank of Ireland.
- 14.5. Only You (or Your legal representative in the event of Your death) and AIG may enforce the terms of this Policy.

## How AIG uses Personal Information

**AIG Europe S.A. (Ireland Branch)** is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your dependants). By providing Personal Information you give permission for its use as described below. If you provide Personal Information about another individual, you confirm that you are authorised to provide it for use as described below.

**The types of Personal Information we may collect and why** - Depending on our relationship with you, Personal Information collected may include: identification and contact information and other Personal Information provided by you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Management and audit of our business operations
- To comply with applicable laws or to respond to requests from public or government officials with a court order in the investigation, detection or prevention of fraud
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside your country of residence
- Monitoring and recording of service and support calls for quality, training and security purposes

**Sharing of Personal Information** - For the above purposes Personal Information may be shared with our group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law.

**International transfer** - Due to the global nature of our business Personal Information may be transferred to parties (including our group companies, our service providers and governmental authorities, for the purposes set out above) located in other countries, including the United States and other countries with different data protection laws than in your country of residence. For example, Personal Information may be transferred overseas to group companies in the United States who provide centralised IT support.

**Security and retention of Personal Information** – Appropriate legal and security measures are used to protect Personal Information. Our service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfil the purposes described above.

**Requests or questions** - To request access or correct inaccurate Personal Information, to request the deletion or suppression of Personal Information, or to object to its use, please e-mail: [postmaster.ie@aig.com](mailto:postmaster.ie@aig.com) or write to Data Protection Officer, AIG Europe S.A. (Ireland Branch), 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 F7X3, Ireland. More details about our use of Personal Information can be found in our full Privacy Policy at [aig.ie/ie-privacy-policy](http://aig.ie/ie-privacy-policy) or you may request a copy using the contact details above.