AppleCare+ with Theft and Loss – Terms of Business – Ireland

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. If you bought AppleCare+ with Theft and Loss from the Apple Online Store or Apple Contact Centre, please refer to TABLE A.

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 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 AIG Europe S.A. ("AIG"), Ireland Branch, 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 representing thirty-five percent (35%) of total premiums. 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. Certain conflicts of interest must be avoided by Apple in accordance with Irish consumer protection regulation. When providing products to you, Apple will try to avoid any conflicts of interest. However, if an unavoidable conflict arises that is not otherwise prohibited, Apple 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 and Conditions.

About AppleCare+ with Theft and Loss

AppleCare+ with Theft and Loss 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, aig.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. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 11 in Luxembourg, and is regulated by the Central Bank of Ireland for consumer protection. 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. Web: centralbank.ie/.

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

You are not required to purchase AppleCare+ with Theft and Loss to purchase any Apple device. For AppleCare+ Premiums and Policy Excesses, please see the Appendix to the AppleCare+ with Theft and Loss Terms and Conditions.

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.

Insurance Compensation Fund

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 though the following link: centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund.

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 Table A. In 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:	Local number available at support.apple.com/en-ie/HT201232
By Email:	insurance_mediation_EMEIA@group.apple.com
By Writing:	Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland
Online:	Via Contact Apple Support at support.apple.com/en-ie/contact

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, ou may be entitled to refer the complaint to the ombudsman detailed in TABLE A below.

AppleCare+ with Theft and Loss – Specific Terms of Business – Ireland
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 from the Apple Online Store / Apple Contact Centre, please note the following Specific Terms of Business:

1. 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.

2. **Statutory Protection.** In offering AppleCare+ with Theft and Loss, 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, as amended.

3. **Data Protection.** Apple will handle personal data provided by you in accordance with the Global 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 1890 252 231 or +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 (FSPO). Please note that certain protections, such as the right to refer complaints to the FSPO, may only apply to consumer customers. Non-consumer business customers may contact ADI. Further, the FSPO may not be able to consider a complaint if the complainant is a limited company with an annual turnover of more than €5 million. 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.

6. **Default.** If Premium is not paid on the date it is due, AIG, or Apple on AIG's behalf, will send you a payment reminder, and you have one (1) month in which to pay it. Your Policy will be automatically cancelled if you fail to make the Premium payment.

   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 ninety percent (90%) of your loss or an amount up to €20,000.