Accidental Damage Insurance AIG



Insurance Product Information Document

Company: AIG Europe S.A. **Product:** Dell Accidental Damage Protection

AIG Europe S.A is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances and is regulated by the Central Bank of Ireland for conduct of business rules.

This document is for information purposes only and gives you a brief overview of the main contents of your insurance policy. It does not contain the full terms and conditions of cover which can be found separately in the Dell Accidental Damage Protection Terms and Conditions document. It is important you read these documents carefully.

What is this type of insurance?

Dell Accidental Damage Protection is an insurance policy covering you during the policy period for repair or replacement of your covered Dell hardware or mobility device including charging leads (together referred to as the Dell hardware) in the event of accidental damage.



What is insured?

- Accidental damage to your Dell hardware.
- If accidentally damaged, we will repair or replace your Dell hardware during the coverage period to the same or similar specification as the original
- The insured sum is the value of the Dell hardware.



What is not insured?

- Pre-existing damage to the Dell hardware
- Failure to follow instructions provided with or the incorrect use of the Dell hardware
- Loss, theft, abuse, misuse, fire or natural disaster damage
- Kear, tear and cosmetic damage which does not affect the functionality or performance of the Dell hardware
- Failure due to defect in design, materials or workmanship
- Repair of Dell peripheral devices and accessories which are not built in or on the base unit (e.g. out of warranty batteries, external speakers and keyboards)
- Service or repair performed by anyone who is not Dell or a Dell Authorised Service Provider
- * Any loss or damage to pre-loaded or purchased computer software, stored data or virus prevention/detection or external accessories and including without limitation custom factory integration items
- No other loss or costs other than the cost of repairing or replacing the Dell hardware, including any recovery or transfer of stored data

Are there any restrictions on cover?

- A maximum of 1 claim for accidental damage can be made per 12 month cover period
- Cover is only available to businesses or residents of the Republic of Ireland, aged 18 or over
- Claims outside of the Republic of Ireland may not be available to all customers

You cannot make a claim within the first 30 days of policy purchase unless the policy was purchased at the same time as the Dell hardware



Where am I covered?

You are covered in the Republic of Ireland

If you seek to make a claim outside of the Republic of Ireland, this is subject to local service availability and may be subject to your payment of additional fees as well as to inspection and recertification of the relocated hardware at then current time and materials consulting rates. Such out of country support may not include any whole unit replacements. Please contact Dell for more information

What are my obligations?

 You will take all reasonable precautions to protect your Dell hardware against accidental damage and shall use and maintain the Dell hardware in accordance with its manufacturer instructions

- To make a claim, you must follow the procedure set out in the policy Terms and Conditions
- To allow Dell to troubleshoot and otherwise assist with your claim, you will be asked to provide the Dell hardware's unique Service Tag number as well as a series of questions to assess the cause and extent of the damage
- You must ensure where possible that your software and data residing on the Dell hardware is backed up
- Upon acceptance of your claim, Dell will either arrange for a replacement part to be sent to you for you to install on the Dell hardware, arrange for a courier to collect the Dell hardware for repair or advise you how to return the Dell hardware to the repair centre. You must return the Dell hardware with all functional components as instructed by Dell
- You will be responsible for reinstalling all other software programs, data and passwords onto the device.



When and how do I pay?

You may choose to pay your premium by cash or by debit/ credit card. The premium payable is set out in the purchase invoice and includes the applicable duties and levies



When does the cover start and end?

Coverage starts on the invoice date shown on your purchase invoice and ends on the earlier of the date the policy is cancelled or the end of the policy term



How do I cancel the contract?

You can cancel this policy for any reason by advising Dell within 14 days of purchase or receipt of this policy. You will receive a full refund of the premium you paid less the costs of any claims made. If you cancel this policy after 14 days, you will receive a proportionate refund of the premium based on the number of full unexpired months of cover remaining less the costs of any claims made. If you are a business customer and you cancel this policy after 14 days, no refund will be due to you

If you purchased this policy by debit or credit card, any refund to which you are entitled shall be credited to the debit or credit card used or if not possible, then by bank transfer to you

You may cancel this Policy by contacting Dell on: +353 1850 543 543 or by email on: EMEA_AccidentalDamage@Dell.com



Dell Accidental Damage Protection - IRELAND

These terms, together with Your Purchase Invoice set out the cover provided to you under this policy.

This is a contract of insurance between You and AIG Europe S.A. (AIG). **Dell Products (an Irish incorporated company) has been appointed to sell and administer the policy on AIG's behalf.**

If You would like to receive a copy of this documentation in paper format for no charge, please contact Us by email at PL.referrals@aig.com, or write to AIG Personal Lines, The AIG Building, 58 Fenchurch Street, London, EC3M 4AB, UK. Please make sure to state Your policy number, the main policyholder name and the address to which You would like Us to send the copy.

This insurance is underwritten by AIG, an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG has its head office at 35D Avenue John F. Kennedy, L-1855, Luxembourg, and has VAT registration number LU30100608, http://www.aig.lu/. AIG 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, http://www.caa.lu/.

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

Outsourcing

You acknowledge and expressly accept that AIG may outsource certain services, activities or tasks to external providers (which may or may not be (a) regulated or (b) located in the Grand-Duchy of Luxembourg) (the "Service Providers").

In this context, You expressly accept that any data which You have provided to AIG, including data which may directly or indirectly identify You, or a beneficial owner or Your authorized representative, may be communicated to Service Providers. The transfer and/or disclosure of information to Service Providers may continue as long as You maintain Your insurance relationship with AIG.

The list of outsourced services as well as the country of establishment of the Service Providers is available on the AIG website at the following address: www.aig.lu, which will be updated from time to time. You acknowledge (a) having read and accepted this list (b) that You will visit the website from time to time should it wish to access the most up to date list.

Please be informed that AIG does not provide any advice about this particular insurance product sold to you.

Please note that buying this policy still means that You need to take care of Your Insured Product.

We use certain words and expressions in this policy which have a specific meaning. Such words have a specific meaning where they appear in capital letters in this policy and Your Purchase Invoice. Plural forms of words defined in this policy have the same meaning when used in the singular form.

1. Definitions

- Accidental Damage: Any sudden and unforeseen damage to the Insured Product caused by external means which affects the operational functioning of the Insured Product. Accidental Damage cover does not include failure of the Insured Product due to defects in materials and/or workmanship and/ or design.
- AIG, We, Us or Our: AIG Europe S.A.
- **Business Customer**: A customer who purchases Insured Products for use in connection with a business and who is a major account for Dell.
- **Dell**: Dell Products (an Irish incorporated company) or any holding company or affiliate or subsidiary of Dell Products or any subsidiary of such holding company.
- **Dell Authorised Reseller**: a third party service provider authorised by Dell to distribute this policy at the same time as selling You an Insured Product.

- **Economic Sanction:** any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, the Territory or United States of America.
- **Insured Product**: A hardware or mobility device including charging leads, sold by Dell or a Dell Authorised Reseller as detailed in Your Purchase Invoice.
- **Insurance Tax**: means the following duties/levies that 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.
- **Policyholder**: The person named on Your Purchase Invoice and the legal owner of this policy.
- **Policy Term**: The period between the invoice date shown on Your Purchase Invoice and the earlier of (i) the date this policy is cancelled, or (ii) the end of the policy term.
- **Premium**: The price You have paid for this policy including any Insurance Tax.
- **Purchase Invoice**: The document which confirms Your cover under this policy.
- **Repair Agent**: Dell Products or any third party authorised to repair or replace Insured Products under this policy.
- Service Tag: The identification tag placed on the Insured Product by Dell prior to delivery of the Insured Product to You. The Service Tag contains a unique identification number. This number acts as Your insurance policy number.
- **Territory**: The Republic of Ireland.
- You/Your: The individual, company or entity named on Your Purchase Invoice as the Policyholder.

2. SCOPE OF COVER

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If You are not a Business Customer You must be aged 18 years or older at the date of purchase of this policy and You must have Your main residence in the Territory.

If You are a Business Customer You must have purchased the Insured Product for a business, trust, charity or other unincorporated body established in the Territory.

If You purchased this policy after the Insured Product is delivered to You, You may be asked to confirm that the Insured Product was in full operating condition and not damaged at the time You purchased this policy.

Dell reserves the right to conduct an inspection of the Insured Product to confirm that it is in normal operating condition.

You cannot enter a claim within the first 30 days of this policy purchase, as shown on Your Purchase Invoice. This 30 day period does not apply if You purchased this cover at the same time as the Insured Product or if the policy is an extension to an existing policy.

3. DURATION AND PREMIUM

The Policy Term will be set out in Your Purchase Invoice.

If You choose to pay the Premium by cash or debit or credit card and 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 You need to make a claim under this Policy and Your payment has not been completed You will not be entitled to receive cover.

4. THE COVER YOU RECEIVE

Risk	Explanation
Your Insured Product is covered for one incident of	Dell, on behalf of AIG, will attempt to repair Your Insured Product when possible and economically viable. If it cannot be repaired, then

Accidental Damage per 12 month period, commencing at the start of the Policy Term.	it will be replaced with a product of at least the same or similar specification. The replacement product will become the new Insured Product under this policy for the remainder of the Policy Term.
	Facts about repairs
	 Dell may replace original parts with new or used parts. Replacement parts will be functionally equivalent to the original parts. Dell may appoint an affiliated company or a third party to complete repairs on the Insured Product. Some repairs may be made by Dell sending You the part for self-installation.
	Facts about replacements
	 The replacement product will be of the same or similar specification as the Insured Product. The replacement product will be determined by Dell. The replacement product may contain original or refurbished parts.
	When making an Accidental Damage claim, You must allow Dell, on behalf of AIG, to assess the Insured Product. Dell's technical support agent will inform You of the options for shipping the Insured Product to Dell for assessment and repair. If You follow Dell's instructions and shipping is required, then Dell will send You a box and pre-paid mailing label to cover all shipping charges.
Cover outside the Territory	Repairs or replacements under this policy will be delivered to the address site(s) indicated on Your Purchase Invoice.
	Response levels, technical support hours and onsite response times will vary by geography and certain options may not be available in Your location.
	Claims outside of the country in which You purchased this policy may not be available to all customers. The obligation to repair or replace a relocated Insured Product is subject to local service availability and may be subject to Your payment of additional fees as well as inspection and recertification of the relocated Insured Product at then current time and materials consulting rates.
	In addition, out of country support will not include any whole unit replacements unless the service tag has been transferred to that country. For additional information please contact Dell, whose details can be found on Your Purchase Invoice or on the local Dell website.

5. WHAT YOU ARE NOT COVERED FOR

Exclusion	Explanation

More than one claim for Accidental Damage per Insured Product per 12 month period during the Policy Term Pre-existing damage to the Insured Product Economic sanctions	For any Insured Product, Accidental Damage cover is limited to one valid claim per product per 12 month period commencing from the start date of Your policy which is the invoice date shown in Your Purchase Invoice. This Policy does not cover any damage to the Insured Product which occurred before policy purchase. AIG will not be liable to provide cover (including payment of a claim or provision of any other benefit) under this policy if AIG is prevented from doing so by any economic sanction which prohibits AIG or its parent company (or its parent company's ultimate controlling company) from providing cover under this policy.
Tampering	This policy does not cover Insured Products where the Service Tag has been altered, defaced or removed.
Failure to follow instructions provided with the Insured Product	This policy does not cover Accidental Damage caused by Your failure to follow instructions provided with the Insured Product or incorrect use of the Insured Product.
Consumable items and peripheral devices or accessories sold or supplied with Your Insured Product	This policy does not cover any loss or damage to peripheral devices or any items classified as accessories or consumables and not built in or on the base unit. Examples of Consumables are: batteries that are out of warranty and light bulbs. Examples of peripheral devices are: docking stations, external modems, external keyboards for notebooks, monitors, external mouse for notebooks, memory devices and external speakers. Examples of accessories are: cases and headphones, Also excluded are any parts/components requiring regular user maintenance and any computer components not integral to the Insured Product.
Computer software	This policy does not cover any loss or damage to pre-loaded or purchased computer software, stored data or virus prevention/detection or external accessories and including without limitation custom factory integration items. This includes but is not limited to where You have not backed up data or have not been provided with disks to allow software or operating systems to be re-installed.
	This policy does not provide cover for any data recovery services. However if the hard drive of the Insured Product is replaced as part of a valid Accidental Damage claim, the current version (at the time of the claim) of major application and operation software You originally purchased from Dell will be reloaded on to the replacement or repaired Insured Device at no cost to You. Dell is not, however obligated to ensure that any installed Custom Factory

	Integration applications will be compatible with the replacement Product.
Cosmetic damage	Wear and tear, scratches or dents that do not impair the function or performance of the Insured Product are excluded under this policy.
Unauthorised repair	All claims under this policy must be reported to Dell and be undertaken by Dell or its Repair Agent.
Loss or theft	This policy does not cover Loss or theft of the Insured Product.
Fire or natural disaster	This policy does not provide cover to the Insured Product if damaged by fire or from damage arising from a natural disaster such as flooding or hurricane.
Abuse and misuse	You must take reasonable care of Your Insured Product otherwise Your claim may not be accepted. This policy does not provide cover if the Insured Product is intentionally damaged or damaged by misuse or abuse, including using it for the purpose or in a manner for which it was not intended.
Other costs or losses	This policy does not cover any other loss or costs other than the cost of repairing or replacing Your Insured Product. This includes any recovery or transfer of data stored on the Insured Product.

6. ACCIDENTAL DAMAGE CLAIMS PROCESS

If You need to make a claim then follow these steps:

- Please keep the Insured Product as it may need to be inspected by the Repair Agent before AIG can accept Your claim.
- Note the Insured Product's Service Tag number. This is located on the back or underside of the Insured Product and on Your Purchase Invoice.

Step	Explanation
Step one	Call the Accidental Damage protection claims department on +353 1850 543 543. If You have any difficulties with the phone number provided please go to <u>www.Dell.com/ProSupport/RegionalContacts</u> for the most currently available phone numbers or email customer service at <u>EMEA_AccidentalDamage@Dell.com</u> . The hours of support shall not include public holidays in Territory where the repair service is carried out.
Step two	You will be asked for the Insured Product's Service Tag number. Once Your policy has been verified You will be asked a series of questions to assess the cause and extent of damage to the Insured Product. These diagnostic and troubleshooting steps may require more

	than one call or an extended session and You may be asked to access the inside of Your Insured Product where it is safe to do so.
Step three	Upon acceptance of Your claim, Dell will either arrange for a replacement part to be sent to You to install on the Insured Product, will arrange for a courier to collect the Insured Product for repair or advise You how to return the Insured Product to the repair centre. If returned, Dell will cover shipping costs by sending You a box and mailing label in advance. You must return the Insured Product with all functional components as instructed by Dell.

7. POLICY CONDITIONS

You can register a change of address or make a request to transfer this policy by contacting Dell. Dell will issue an updated Purchase Invoice to the new Policyholder.

AIG will only alter policy terms where there is a regulatory or legislative change required, or where We are responding to industry guidance and codes. Where Your terms are altered You may request to cancel Your policy – see section 8 below.

Economic sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities. This means that if You are the subject of an economic sanction AIG may not be able to provide cover under this policy.

This policy is not a warranty. The Insured Product You purchase from Dell will also come with a limited warranty from Dell or third party manufacturer of products which Dell distributes. Please consult Dell's limited warranty statements for Your rights and remedies under those limited warranties.

Stamp Duty will be paid to the Revenue Commissioners in accordance with the provisions of section 5 of the Stamp Duties Consolidation Act 1999.

8. CANCELLATION AND REFUND POLICY

Your Cancellation Rights

You can cancel this policy for any reason by advising Dell within 14 days of purchase or receipt of this policy. If You cancel this Policy within this time, You will receive a full refund of the Premium You paid, minus the costs of any claims You have made.

If You cancel this policy after 14 days You will receive a proportionate refund of the Premium based on the number of full unexpired months of cover remaining, minus the cost of any claims You have made. If You are a Business Customer and You cancel this policy after 14 days no refund of Premium will be due.

If You purchased this Policy by debit or credit card, then any refund to which You are entitled shall be credited to the debit or credit card You used, or, if not possible, then by bank transfer to You.

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.

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.

To cancel Your cover under this Policy, please contact Dell:

By telephone on: +353 1850 543 543

By email at: EMEA AccidentalDamage@Dell.com

AIG Cancellation Rights

AIG may cancel Your policy at any time if it is no longer authorised to underwrite this policy. If this happens, AIG will give you 30 days' notice of cancellation in writing and You will be entitled to a proportionate refund of the Premium paid for this policy based on the number of full unexpired months of cover remaining. AIG may also cancel your Policy if You have breached section 11 - Misinformation and Fraud in which case no refund of Premium is due.

9. THE LAW

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.

The terms & conditions of this Policy will only be available in English and all communication relating to this Policy will be in English.

This insurance is underwritten by AIG, an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG has its head office at 35D Avenue John F. Kennedy, L-1855, Luxembourg, and has VAT registration number LU30100608, http://www.aig.lu/. AIG 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, http://www.caa.lu/.

10. CUSTOMER SERVICE AND COMPLAINTS

Dell and AIG believe You deserve a courteous, fair and prompt service. If there is any occasion when Our service does not meet Your expectations please contact Us using the appropriate contact details below and provide the Service Tag number and Your name to help Us deal with Your comments quicker.

Dell: 70 Sir John Rogerson's Quay, Dublin 2, Ireland

Telephone: +353 1850 543 543

E-mail: <u>EMEA_AccidentalDamage@Dell.com</u>

Dell will acknowledge the complaint within 5 business days of receiving it, keep You informed of progress and do their best to resolve matters to Your satisfaction within 8 weeks. If Dell is unable to do this You may be entitled to refer the complaint to the following Ombudsman who will review Your case and/ or provide guidance. Dell will provide You with full details of how to do this when they provide final response letter addressing the issues raised.

Please note: An ombudsman may not consider a complaint if You have not provided Dell with the opportunity to resolve it previously. You may refer Your complaint to:

The Republic of Ireland Financial Services Ombudsman 3rd Floor Lincoln House Lincoln Place Dublin 2

By Telephone: Lo Call: 1890 88 20 90; or 01 662 0899

By Email:enquiries@financialombudsman.ieWebsite address:www.financialombudsman.ie

The Republic of Ireland Financial Services Ombudsman will not consider a complaint if the complainant is a limited company with an annual turnover of more than €3 million.

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 the following address: <u>http://ec.europa.eu/consumers/odr/</u>

As AIG 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's website: http://www.aig.lu

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

11. MISINFORMATION AND FRAUD

When purchasing this policy, or submitting a claim You or anyone acting on Your behalf must take reasonable care to answer all questions honestly and accurately. The information You provide may affect AIG's ability to offer this policy or the terms on which this policy is offered to You. If there are any changes to Your circumstances and/or if the information that You have provided to Us is no longer true or up to date, You must tell Us as soon as reasonably possible. Failure to do so may affect Your rights under this policy including Your ability to make a claim.

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 this policy will be cancelled with no refund of Premium will be due to You. Dell or AIG may inform the police or other regulatory bodies.

This policy may be immediately cancelled by AIG if it is notified by a competent authority that the Insured Product is used in the course of criminal activity or to facilitate or enable any criminal act to take place.

12. DATA PROTECTION

How We use Personal Information

AIG are 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 partner or other members of Your family). If You provide Personal Information about another individual, You must (unless we agree otherwise) inform the individual about the content of this notice and Our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with Us.

The types of Personal Information we may collect and why - Depending on our relationship with You, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with Your consent where required by applicable law) as well as other Personal Information provided by You or that we obtain in connection with our relationship with You. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Management and audit of Our business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside Your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes

Sharing of Personal Information - For the above purposes Personal Information may be shared with Our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate Your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of Our business Personal Information may be transferred to parties located in other countries (including the United States China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in Your country of residence). When making these transfers, we will take steps to ensure that Your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in Our Privacy Policy (see below).

Security and retention of Personal Information- Appropriate technical and physical security measures are used to keep Your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal

Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer Your data to another organisation, a right to object to our use of Your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about Your rights and how You may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: http://www.aig.lu/privacy-policy or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 35D, Avenue John F. Kennedy, L-1855 Luxembourg or by email at: <u>dataprotectionofficer.lu@aig.com</u>.