



# Canopy Protection Plan Terms and Conditions for the United Kingdom

## Insurance

Canopy Protection Plan is designed to protect your Amazon Kindle device against out-of-warranty electrical or mechanical breakdown, accidental damage from handling and risk of theft during the Term of your Plan. These are the full policy terms and conditions and when read together with your welcome letter, form your insurance policy. Your policy number is your Amazon transaction number, unless we tell you otherwise.

## Definitions

In this document, the term “Accidental Damage from Handling” means cover for your Kindle device from mishaps such as unintentional and unexpected spills, drops and cracked screens.

“Amazon” means Amazon Services Europe Sarl.

“Amazon team” means NEW Asurion Europe Limited and/or Amazon Services Europe Sarl.

“Canopy” is a trading name used by NEW Asurion Europe Limited.

Insurer means Liberty Mutual Insurance Europe Limited.

“Kindle device” means the Kindle E-reader or Kindle Tablet covered by this Plan.

“Out-of-warranty Electrical and Mechanical Breakdown” means an out-of-warranty failure of your Kindle device caused by: a) defects in materials/and or workmanship, b) normal wear and tear, c) dust, heat, or humidity, or d) power surge; if the failure is not covered by the manufacturer’s warranty.

“Plan” means this Canopy Protection Plan.

“Refurbished Device” means a device refurbished to the manufacturer’s standards.

“Term” is the number of years from the date of shipment of your Amazon Kindle, as indicated on your Amazon order confirmation. The Term of this Plan will be extended by an additional two (2) weeks to allow for product delivery.

“Theft” means theft of the Kindle device.

“We”, “our” and “us” means NEW Asurion Europe Limited and Liberty Mutual Insurance Europe Limited.

## Insurer & FCA Details

This insurance is arranged and administered by NEW Asurion Europe Limited, who are authorised and regulated by the Financial Conduct Authority (no. 502545), registered address: Chiswick Place, 272 Gunnersbury Avenue, Chiswick, W4 5QB. The Insurer is Liberty Mutual Insurance Europe

Limited, who are authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (no. 202205), registered address: Third Floor, 2 Minster Court, Mincing Lane, London, EC3R 7YE. To check the Financial Conduct Authority’s register, see <http://www.fca.org.uk/register> or call +44 20 7066 1000.

Under European law, both parties may choose which law will apply to this contract. Unless we tell you otherwise, this Plan is governed by English law and all communication from us will be in English.

The parties to this contract are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that we can’t meet our liabilities you may be entitled to compensation to a maximum of 90% of the claim under this scheme. Further info can be obtained from the FSCS on 0800 678 1100 or 020 7741 4100 or by going to [fscs.org.uk](http://fscs.org.uk).

The NEW Asurion Europe Limited trademarks and other related images, logos and names are proprietary rights of NEW Asurion Europe Limited.

## Administrator Details

NEW Asurion Europe Limited

Phone: Canopy at 0800 4964204

## How To Buy

You can purchase the Plan when buying or upgrading your Kindle device with Amazon online. Once you have purchased the Plan, you’ll be covered as soon as the Kindle device is shipped to you from Amazon. The coverage begins on the shipping date, as indicated on your Amazon shipping order confirmation, and continues for the number of years also indicated on your Amazon confirmation order. The Term of this Plan will be extended by an additional two (2) weeks to allow for product delivery.

You can purchase this Plan if you’re over 18, a UK resident, you haven’t been declined insurance before and your Kindle device is worth more than £20.

You may purchase the Plan at the same time as you purchase your Kindle device or within 30 days from date of purchase of such device.

## What’s Covered

The Kindle device purchased from Amazon, and registered to your Amazon account is covered by this Plan. With this Plan you’ll have coverage against:

- Out-of-warranty electrical or mechanical breakdown;
- Accidental damage from handling;
- Internal battery failure (if the maximum charge falls below one half of

the original potential);

- Theft.

## How The Service Works

If your Kindle device is damaged, has developed a fault or is stolen and you need to make a claim, just make a claim by phone by calling Canopy at 0800 4964204 from 7am to 9pm 7 days a week 365 days a year within 30 days of discovering that your Kindle device is damaged, has developed a fault or has been stolen. You must report any theft to the police in the country where it was stolen within 48 hours (or as soon as reasonably possible, if it is not reasonably possible to do so within 48 hours) from when you discover the theft (don’t forget to get a crime reference number (or local equivalent)) before making your claim.

When you make a valid claim, Canopy will provide you with a refurbished device of the same model within 2-3 business days. If the same model replacement is not available, Canopy may replace your device with a new device, or if one is not available, Canopy will provide you with reimbursement of the cost of the original purchase price of your Kindle device.

The replacement Kindle device will have a 90 day manufacturer’s warranty which will run from the date you receive the replacement Kindle device. In addition, the original 1-year manufacturer’s warranty on your original Kindle device will remain active and will be transferred to your replacement Kindle device. This means that your replacement Kindle device will have the benefit of a manufacturer’s warranty until either:

- the original manufacturer’s warranty term expires (1 year from original purchase date),
- or the 90-day replacement product manufacturer’s warranty expires (90 days from product replacement), whichever is later.

When Canopy settles your claim on our behalf, the original Kindle device becomes the property of Amazon. You need to return the damaged or faulty Kindle device in the prepaid envelope (provided by Amazon via email or postal mail) within 30 days. Otherwise Amazon will charge you a fee to cover the value of the Kindle replacement device (this shall not apply if your Kindle device is stolen).

## Limitation of Liability

Once we have replaced your Kindle device up to 3 times, or issued you a single reimbursement for your Kindle device, our obligations under this Plan will have been fulfilled and your Plan will end.

## What Is Not Covered

It’s also important to know about the things that you’re not covered for:

✘ Any claims made after we have replaced your Kindle device 3 times or issued one reimbursement for your Kindle device in previous claims during the Term of this Plan.

✘ Accessory-only claims and accessories other than: (i) the battery (you will be covered if the maximum charge falls below one half of the original potential) and (ii) the charger that came in the box with your Kindle device. We will only provide replacement accessories that were involved in the same incident as the Kindle device was, or if they are no longer compatible with a replacement Kindle device we give you as a result of a successful claim.

✘ Losses and liabilities arising from any unauthorized use of your Kindle device (for example, in relation to the unauthorized purchase and downloading of data).

✘ Minor or superficial cosmetic damage or damage caused by internal cleaning, unauthorized adjusting or repairing the Kindle device or acting against the manufacturer’s guidelines.

✘ Any fault that is covered by the manufacturer’s warranty.

✘ Any special, indirect or consequential losses that result from the claim incident, including any consequences of your being without the Kindle device.

✘ Any claim arising out of an incident caused by any war or act of hostility by military power or terrorism.

✘ Any claim that is fraudulent. If we settle a claim that’s later found to be fraudulent we’ll take action to recover our costs of the claim.

✘ Any cost for replacement or reinstatement of any applications, data, software, information or music stored on the covered Kindle device.

✘ Breakdown or accidental damage caused by: (i) unreasonable or intentional abuse, misuse or neglect of the covered Kindle device; (ii) the weather such as lightning, rain, flood and high winds; (iii) any form of electronic virus.

✘ Any cost for routine maintenance, modification or servicing.

✘ Damage, breakdown or theft to a Kindle device with removed or altered serial numbers.

✘ Repair costs for work which relates to a manufacturer’s recall.

✘ Theft not reported to relevant local police authority in the country where it was stolen within 48 hours (or as soon as reasonably possible, if it is not possible to do so in 48 hours) of your discovery of the theft.

✘ Loss of a covered Kindle device where you lose it by accident (it is not stolen).

✘ Claims not reported to Canopy within 30 days of your discovering that your Kindle device is damaged, has developed a fault or has been stolen.

## Cancellation

You can cancel your Plan by calling Canopy at 0800 4964204 from 7am to 9pm 7 days a week.

If you cancel this Plan within the first 90 days of the start of Plan, you will receive a full refund, provided you have not made a claim under the Plan. Otherwise, we will calculate the pro-rated premium for the period that you have been insured and refund the balance, provided you have not made a claim under the Plan. If you have made a claim, you will not receive any premium refund if you cancel after 90 days. We may cancel, your Plan immediately, without refunding any premium, if you have had 3 successful claims in response to which we replace your Kindle device, or one successful claim in response to which we provide a reimbursement or if you make a fraudulent claim.

## Transfers

You may transfer this policy to another person if you give them your Kindle device, but you cannot transfer the Policy to another device. Call Canopy at 0800 4964204am to 9pm 7 days a week 365 days a year.

## Data Protection Notice

NEW Asurion Europe Limited (“NAE or Canopy”) is registered with the Information Commissioner’s Office as a Data Controller (number Z2176995). When you apply for your policy or make a claim, you may initially provide personal information to Amazon. Amazon would then disclose the information to Canopy who would also disclose the information to the Insurer. For information on how Amazon processes your personal information, please see [www.amazon.co.uk/privacy](http://www.amazon.co.uk/privacy). For information on how Insurer processes your personal information, please see <http://www.liueurope.com/privacy-policy>. This Data Protection Notice sets out how Canopy and the Insurer use and protect any personal information that you give to Canopy or Amazon when you purchase or make a claim under your policy.

## What Personal Information Is Collected

Canopy may collect directly from you or Amazon, and the Insurer may receive from Canopy the following information:

- Your name and contact information (including address, email address and phone number) and any other contact details you provide to us or Amazon;
- Policy number;
- Kindle device number;

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- Information that you provide when you purchase or make a claim under your policy; and
- Records of any correspondence with you regarding any specific inquiry you make (whether to us or Amazon).

You have the right to request details of and correct any personal information that Canopy holds about you. A £10 administration fee may be charged for this. If you would like a copy of the information held about you or to ask any question about our use of your data, please contact us at 0800 4964204 7am to 9pm 7 days a week 365 days per year.

## Use of Your Personal Data

Canopy and the Insurer use your information to:

- Confirm your identity.
- Administer your policy.
- Process and make decisions on any claim you make under your policy.
- Share data with the Insurer and Amazon including in order to manage your policy and any claims made under it.
- Carry out internal record keeping.
- Improve our products and services.
- Record any claim details on relevant databases and registers for fraud detection purposes, and contact the police to check your crime reference number in relation to the claim.
- Statistical analysis.
- Comply with legal or regulatory obligations or as otherwise permitted or required by law or legal process.

By taking this Plan you confirm that you've given Canopy:

- Accurate information about you and your Kindle device.
- Permission to communicate policy information with you by Kindle device, SMS, email or in writing using your given contact details.

## Whom is Your Information Shared With

In issuing and administering this policy, Canopy will share your personal data with:

- The Insurer.
- Amazon, in its role as the introducing party in respect of your policy, to the extent Amazon is required to communicate with you regarding your policy and any claims made under it and to the extent Amazon processes your personal data for its own purposes as a Data Controller, as described in [www.amazon.co.uk/privacy](http://www.amazon.co.uk/privacy), including for the purpose

of managing its customer relationship with you.

- Group companies and any third party companies who are purchasers of all or part of Liberty Mutual Insurance Europe Limited, Amazon or NEW Asurion Europe Limited.
- Organisations that may be used to monitor Canopy's or Insurer's performance, carry out research, create statistics and prevent or detect crime.
- Canopy's and Insurer's authorized service providers (please see further details below).
- Other third parties to the extent required by law.

Canopy will share data with the Insurer as required in order for Canopy to issue and administer the policy.

Whenever your personal information is shared with third parties, it will be done in accordance with the Data Protection Act 1998. This includes, for example, having appropriate written terms to protect your personal information where required and ensuring any export of your personal information outside the European Economic Area (EEA) is lawful in accordance with the Act.

Your personal information will be made available to Canopy's authorized service providers and third party suppliers which perform certain services on our behalf e.g. providing IT support and maintenance, services and providing hosting services. These service providers may have access to personal information needed to perform their functions on our behalf but are not permitted to share or to use such information for any other purpose. These service providers may be in other countries but where any information is transferred abroad, your personal information will be safeguarded in accordance with the provisions set out below.

Canopy and Insurer may also disclose your personal data:

- In response to a court order, or a request for cooperation from a law enforcement or other government agency; to establish or exercise Canopy's or the Insurer's legal rights; to defend legal claims; or as otherwise required or permitted by applicable laws and/or regulations;
- When Canopy or the Insurer's believes that disclosure is appropriate in connection with efforts to investigate, prevent, or take action regarding illegal activity, suspected fraud, or other wrongdoing; to protect and defend the rights, property or safety of our group of companies, customers, staff, suppliers or others; to comply with applicable law or co-operate with law enforcement; or to enforce Canopy's or Insurer's terms or other agreements.

Any personal information provided by Amazon or you will be shared within

Canopy's or Insurer's group of companies and with the Amazon group of companies so that each group of companies can look after their respective relationships with you. By sharing this information it enables each of the companies to better understand your needs, run your policy and provide products in the efficient way that you expect.

## Will My Personal Information Be Transferred Abroad?

Your data may be transferred outside the EEA for the above purposes to countries which do not provide the same level of protection to personal information. If that happens, Canopy and Insurer will take steps to make sure it's treated with the same level of protection as in the EEA.

## Complaints

Please get in touch with Canopy at 0800 4964204 from 7am to 9pm 7 days a week if you'd like to make a complaint about your insurance. We always aim to resolve any queries right away.

You can send a letter to us at:

Asurion Europe - Canopy  
PO Box 157,  
315 Chiswick High Rd  
London  
W4 4HH

If you're not happy with the outcome of your appeal, you can get in touch with: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, LONDON, E14 9SR. They won't be able to help you unless you've complained to us first. We (but not you) are bound by any decision they reach. You'll need to contact them within six months of receiving our final response to your complaint. This won't affect your statutory rights or prejudice your right to take subsequent legal proceedings. You can find out more at [financial-ombudsman.co.uk](http://financial-ombudsman.co.uk).