

INSURANCE POLICY

Thank **You** for **Your** recent purchase of the **ICON Fitness Extended Warranty Insurance Policy**

Please read all documents carefully and make sure **You** understand fully what is covered and what is not covered, also ensuring **You** comply with all the policy conditions as a breach of a condition can invalidate **Your** policy and may mean that any claims made will not be paid.

If any of the details shown in the **Policy Schedule** are incorrect, please contact the **Policy Administrator** immediately.

Please keep all documents together with the proof of purchase in a safe place, as **You** may be asked to refer to them in the event of a claim.

About **Your** insurance Policy

This insurance policy is administered by Aftersales Group B.V. t/a Servify and is underwritten by AmTrust Europe Limited.

UNDERSTANDING YOUR POLICY

Please read the policy together with **Your Policy Schedule** carefully and make sure **You** understand and fully comply with its terms and conditions as failure to do so may jeopardise the payment of any claim that might arise. Please ensure **You** keep it in a safe place so **You** can refer to it again if **You** need to.

GIVING US ALL OF THE IMPORTANT INFORMATION.

In deciding to accept this insurance **We** have relied on the information **You** have given. **You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy. If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your** policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium, or
- the extent of the cover may be affected.

If **You** become aware that any information **You** have given is incomplete or inaccurate, please contact **Us** as soon as possible.

THE COVER

“This policy allows **You** to extend the **Manufacturer’s Warranty** which was provided with the **Insured Equipment**.”

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in **Your** policy document and are shown in bold italics throughout.

Authorised Repairer/ Service Centre means the business authorised by **Us** which provides a repair to the **Insured Equipment**

Claims Administrator means Servify (Europe) B.V. Servify is a company incorporated under Dutch law with its registered office at Weena 505, 3013 AL Rotterdam, The Netherlands. The company is registered with the Dutch supervisory authority AFM (Netherlands Authority for the Financial Markets) under number 12046728. The company is authorised to perform activities in The United Kingdom under the freedom to provide services and is registered with the FCA (Financial Conduct Authorities) under number 850153.

Insured Equipment means the product **You** purchased from ICON. **You** must register this equipment with the **Policy Administrator** within 30 days after purchase. Any failure to register may lead to a delay if **You** need to make a claim.

Insurer means: Amtrust Europe Limited whose registered office is at Market Square House, St James’s Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

Manufacturer’s Warranty means the period where the manufacturer will resolve any defects

arising from **Mechanical Breakdown** /**Electrical Breakdown**.

Mechanical Breakdown /Electrical Breakdown means the internal failure or burning out of any component part of **Your Insured Equipment** whilst in ordinary use necessitating repair or replacement before it can resume normal operation.

Negligence means failure to exercise the care that **You** could reasonably be expected to exercise under the circumstances.

Period of Insurance means the period for which **You** have chosen to extend **Mechanical or Electrical Breakdown** cover for **Your Insured Equipment**. This period is shown in **Your Policy Schedule**. The options available are: a period of twelve (12), thirty-six (36) or sixty (60) months, starting on the date immediately after the termination date of the **Manufacturer's Warranty**.

Policy Administrator means: Aftersales Group B.V. t/a Servify a company incorporated under Dutch law with its registered office at Achter de Tolbrug 151, 's-Hertogenbosch, 5211SM, The Netherlands. The company is registered with the Dutch supervisory authority AFM (Netherlands Authority for the Financial Markets) under number 12042867. The company is authorised to perform activities in The United Kingdom under the freedom to provide services and is registered with the FCA (Financial Conduct Authorities) under number 736927

Policy Schedule -means the document which confirms the insurance cover, the **Period of Insurance**, **Your** details and the **Insured Equipment** on cover. This document will be reissued following any change **You** make to the policy.

Purchase Price means the purchase value of the **Insured Equipment** including VAT, but excluding any discounts granted by the sales assistant, as stated on **Your Policy Schedule**.

Replacement Equipment means: Equipment that is provided by the **Insurer** to replace **Your Insured Equipment**. This will be identical to the **Insured Equipment** (with the exception of colour). If identical equipment is no longer available to the **Claims Administrator**, **You** will be given **Replacement Equipment** that, in the opinion of the **Claims Administrator** is equivalent to the **Insured Equipment**.

Replacement Equipment is always new or refurbished equipment.

We/Us/Our means the insurer which is AmTrust Europe Limited.

You/Your/Policyholder means: The person named in **Your Policy Schedule** who must be resident in the United Kingdom and is 18 years old or over.

2. WHAT IS COVERED

2.1 We will repair the **Insured Equipment** when required due to a **Mechanical or Electrical Breakdown**. The **Insured Equipment** must fail during normal usage. Parts will be replaced with those of similar quality, which may be new; or refurbished.

2.2 We will replace the **Insured Equipment** if it cannot be repaired, or if the cost of the repair exceeds the original purchase price, or if parts are no longer available. In these circumstances, the **Insured Equipment** will be replaced with a product of equal or similar features and functionality.

2.3 If, during the **Period of Insurance**, there have been three (3) repairs completed on the same component of the **Insured Equipment** and the component requires a fourth repair, as determined by Us, **We** will replace it with a product of comparable performance. Upon replacement, there is no longer any cover for the **Replacement Equipment** under this Insurance Policy.

3. WHAT IS NOT COVERED

3.1 This insurance does not cover:

- a) Products not shown in **Your Policy Schedule**;
- b) Any product used in a commercial setting or on a rental basis;
- c) Unauthorized repairs and/or parts;
- d) Cost of installation, set-up, diagnostic charges, removal or reinstallation of the **Insured Equipment**;
- e) Accessories used in conjunction with the **Insured Equipment**;
- f) Breakdown or failure which occurs during the **Manufacturer's Warranty**;
- g) Parts or repairs that have suffered normal wear and tear (unless part of a **Breakdown**) and items normally

- designed to be periodically replaced by **You** during the life of the **Insured Equipment**; for example: batteries, cables, handlebars, light bulbs, seat posts, tires, tubes, etc.;
- h) Failures that occur outside of the UK;
- i) Cosmetic damage to the **Insured Equipment** that has no effect on the functionality of the **Insured Equipment**, to include marring, scratching and denting. This exclusion also includes damage to non-functional parts – for example: shelves, drawers, knobs, rollers, baskets, handles;
- j) Periodic check-ups and/or preventative maintenance as directed by the manufacturer;
- k) Inherent product defects or parts failure due to a recall;
- l) Failures that result from faults that occur prior to the start of this insurance and/or any product sold “as-is” for example: floor models, demonstration models, etc;
- m) **Mechanical Breakdown** or **Electrical Breakdown** damage resulting from accident, abuse, misuse, mishandling, negligence, introduction of foreign objects into the **Insured Equipment**, unauthorized modifications or alterations to a **Insured Equipment**, any **Insured Equipment** with removed or altered serial numbers, failure to follow the manufacturer’s instructions, external causes including third party actions, fire, theft, insects, animals, exposure to Weather conditions, extreme temperature, windstorm, sand, dirt, hail, earthquake, flood, water or any loss that is not directly associated with the incident that caused the claim. For example, the cost of damage to the floor caused by the breakdown of the **Insured Equipment**;
- n) Any claim resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
- o) Loss of data or any **Mechanical Breakdown** or **Electrical Breakdown** damage caused by a computer or software virus;
- p) **Mechanical Breakdown** or **Electrical Breakdown** which is not reported within the **Period of Insurance**
- q) Failure as a result from rust or corrosion on any **Insured Equipment** or Part thereof
- r) Abnormal variation of electricity or water supply;
- s) **Mechanical Breakdown** or **Electrical Breakdown** damage incurred while moving the **Insured Equipment** to another location;
- t) Modifications to meet changes in local codes and regulations;
- u) Improper installation of components;
- v) **We** shall not be liable to pay any claim or provide any benefit under this policy if the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

4. CONDITIONS

4.1 Policy Period

The start and finish dates are shown in the **Policy Schedule**.

A fixed policy period of twelve (12), thirty-six (36) or sixty (60) months applies, depending on the period which **You** have selected provided that the total premium for the policy period has been paid.

You must register **Your Insured Equipment** no later than 30 calendar days after the purchase of the **Insured Equipment**.

4.2 Repair and Replacement Equipment

We may, at **Our** sole discretion:

- repair or replace the **Insured Equipment** (with **Replacement Equipment**) or
- pay **You** a sum of money equal to the costs that **We** would incur to provide **You** with **Replacement Equipment** with

functionality that comes as close as possible to the **Insured Equipment**, in **Our** opinion.

4.3 Limit of Liability

Our liability is limited to the option below which entails the lowest cost:

- (1) the purchase price of the **Insured Equipment** excluding tax and delivery costs or
- (2) authorised repairs that will not exceed the purchase price of the **Insured Equipment** or
- (3) replacement of the **Insured Equipment** with a product with equal or similar features and functionality or
- (4) reimbursement for authorised repairs or replacement. Please note: The replacement product will not be covered under this policy.

4.4 Fraud

We take a robust approach to fraud prevention in order to keep premium rates down so that **You** do not have to pay for other people's dishonesty. If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- not pay **Your** claim; and
- recover (from **You**) any payments **We** have already made in respect of that claim; and
- terminate **Your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

4.5. REPORTING A CLAIM

4.5.1 Upon discovering an issue which may give rise to a claim, **You** should inform the **Claims Administrator** within 14 days after the discovery of the event or, if this is not possible, as soon as possible. **You** can do this by calling the **Claims Administrator** on by calling +44-(0)208-068 5782. or by email to eu_support@servify.tech.

4.5.2 Ensure that any repair work carried out on the **Insured Equipment**, is

undertaken by an **Authorised Repairer** as instructed by the **Claims Administrator**.

4.5.3 Complete and return the claim form as required by the **Claims Administrator** within 30 days of the incident date together with any other requested documentation.

4.6 Changes to The Insured Equipment or Other Information

If any information **You** provided when **You** took out this policy changes (such as **Your** postal or email address or telephone number), **You** must tell the **Policy Administrator**. Changing the **Insured Equipment** is only possible if the product is a new, properly functioning and undamaged and the change has been communicated to the **Policy Administrator** within 7 days after the purchase date. The **Policy Administrator** may ask **You** to provide the original purchase receipt of the new product. **We** are not liable for the costs of repairing or replacing equipment other than the registered **Insured Equipment**.

You can contact the **Policy Administrator** by calling +44-(0)208-068 5782; by sending an email to: eu_support@servify.tech

Or in writing to: Servify Team, Aftersales Group, Achter de Tolbrug 151,'s-Hertogenbosch, 5211SM, The Netherlands.

5. POLICY CANCELLATION -

5.1 **You** have the right to cancel **Your** policy within the cooling off period which is 45 days after:

- The purchase of this policy or;
- The day on which **You** receive the full general terms and conditions of **Your** policy, whichever is the later.

You will receive a full refund of any premium already paid.

5.2 If **You** cancel this policy after the cooling off period **You** will receive a pro rata refund

of the insurance premium paid.

To cancel please contact the **Policy Administrator** by calling +44-(0)208-068 5782; by sending an email to eu_support@servify.tech

Or in writing to: Servify Team, Aftersales Group, Achter de Tolbrug 151,'s-Hertogenbosch, 5211SM, The Netherlands.

5.3 Our Right To Cancel:

We cannot cancel this policy, unless **You** do not pay the premium when due or **We** have reason to suspect fraud.

6. CHANGES TO YOUR POLICY

We may make changes immediately and advise **You** within 30 days of the change having been made if the change is favourable to **You**. A favourable change could include a reduction in the rate of Insurance Premium Tax, a general reduction in the price of **Your** policy or an improvement to the cover and benefits (such as an increased limit of cover). **We** may change the terms and conditions of **Your** policy at any time in so far as they have no material impact on **You** according to the criteria of reasonableness and fairness.

If there is a change to the risk which means that **We** can no longer provide **You** with insurance cover, or if **You** display threatening or abusive behaviour towards **Us** or the **Policy Administrator**. **We** will give 60 days notice, in writing to the most recent address that **We** have for **You**, that **Your** policy will be cancelled.

7. COMPLAINTS

7.1 If **You** have a complaint about the way this insurance cover was sold to you please report **Your** complaint to the **Policy Administrator**

by calling +44-(0)208-068 5782; by sending an email to:

eu_support@servify.tech or in writing to Complaints Manager, Servify Team, Aftersales Group, Achter de Tolbrug 151,'s-Hertogenbosch, 5211SM, The Netherlands who will contact you within three days of receiving your complaint to inform you of what action we are taking. They will try to resolve the problem and give you an answer within four weeks. If it will take longer than four weeks they will tell you when you can expect an answer.

7.2 What to do if **You** have a complaint about the way a claim has been managed:

The **Claims Administrator** will do everything possible to provide **You** with a professional and reliable service. If **You** would like to make a complaint, please report **Your** complaint to the **Claims Administrator**.

You can contact the **Claims Administrator** by calling:

+44-(0)208-068 5782,
or by email to eu_support@servify.tech.
or in writing to:

The Complaints Manager
Servify Europe B.V., Weena 505
3013 AL Rotterdam, The Netherlands

They will contact you within three days of receiving your complaint to inform you of what action is being taken. They will try to resolve the problem and give you an answer within four weeks. If it will take longer than four weeks they will tell you when you can expect an answer.

Alternatively, at any stage, you may have the right to contact the Financial Ombudsman Service who can review complaints from eligible complainants.

Further information can be found at:
<http://www.financial-ombudsman.org.uk/default.htm>

This complaints procedure does not affect any legal right you have to take action against us.

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:
<http://ec.europa.eu/consumers/odr>.

These procedures do not affect **Your** legal rights.

8. PRIVACY AND DATA PROTECTION NOTICE

Data Protection

We are committed to protecting and respecting **Your privacy** in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** Website at www.amtrusteurope.com.

Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

How We Use Your Personal Data and Who We Share It With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from us or which **We** feel may interest **You**. **We** will also use **Your** data to

safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to us, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International Transfers Of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the European Economic Area ("EEA"). **We** currently transfer personal data outside of the EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact

ICON FITNESS EQUIPMENT EXTENDED WARRANTY TERMS AND CONDITIONS

The Data Protection Officer, AmTrust International - please see Website for full address details.

10. ENGLISH LAW

This insurance shall be subject to English Law.