



Virgin Media Protect

Administered by Asurion

virginmedia@asurion.com

www.virginmedia.com/protect

0345 030 3291

8am-9pm Monday to Friday

9am-6pm weekends (closed Bank Holidays)

Virgin Media Protect

Welcome to Virgin Media Protect, brought to you by Asurion.

Nobody likes reading the small print, but to avoid any surprises, please:

- ✓ Read the insurance Terms and Conditions in full so you know what's covered, what's not and how to claim
- ✓ Block any lost or stolen device as soon as you discover it's missing by calling Virgin Media on 0345 6000 789* to protect against unauthorised calls
- ✓ Make a claim, ideally within 30 days of discovering that your device is damaged or missing by submitting a claim 24/7 at www.virginmedia.com/protect or by calling us on 0345 030 3291*
- ✓ Pay the excess fee to complete your claim for a replacement device which may be refurbished to 'as new' standard. The excess fee was confirmed in your welcome pack and you can call us at any time to check it
- ✓ Comply with our reasonable instructions, including switching off or uninstalling any app which prevents our access to remove data from the claimed for device
- ✓ Return any damaged or faulty device in the pre-paid packaging provided with your replacement – or you'll be charged a non-return fee (based on the value of the non-returned model)
- ✓ Your insurance policy is not tied to your Virgin Media airtime contract. So if you want your policy to come to an end when you cancel or upgrade your airtime contract, you will need to contact the Virgin Media Protect team directly (see Section E)

Insurance Terms and Conditions

Please read the Terms and Conditions in full so you understand what's covered and what's not. The terms 'we', 'our' and 'us' means Asurion Europe Limited (the policy administrator) and 'the Insurer' means Liberty Mutual Insurance Europe SE. When we refer to "Virgin Media Protect" in these insurance Terms and Conditions, we are referring to the insurance cover only, not the Mobile Rescue service.

A. Your cover

Virgin Media Protect gives worldwide cover to protect your device against:

- Loss and Theft
- Malicious damage caused by someone who doesn't have your permission to use the device
- Accidental damage (including cracked screens and liquid damage)
- Pet damage
- Out of warranty breakdown

You're covered as soon as the device is in your hands. You're covered when you lend your device to family or friends and whenever you travel abroad.

We don't offer 'new for old' cover so any replacement device you receive may be refurbished to our standard using original equipment manufacturer parts. Our aim is that you will not be able to tell the difference between a new and refurbished device. In the unlikely event we can't send you a same model replacement, we'll offer you a different make, model or colour device with comparable features and functionality

You can buy Virgin Media Protect provided:

- You're buying or upgrading your device with Virgin Media
- You're over 18
- You haven't had a mobile insurance policy declined or cancelled by us in the past or a claim denied due to fraud

You can also buy Virgin Media Protect if you and the main authorised user of the device are resident in the UK. If at any time you or the authorised user are no longer going to be resident in the UK, you need to contact us using the details above and let us know. Your cover will be automatically cancelled.

B. The cost of cover

Your monthly premium and claim excess fee (the amount you have to pay towards the cost of your replacement device to complete a claim) is based on the value of your device at the time of purchase and confirmed in your welcome letter.

Asurion will collect your monthly premium in advance by separate direct debit (this will show on your statement as VirginPhoneInsFee on behalf of the Insurer. You need to pay the first month's premium before any claim can be completed, your cover then renews automatically for the next 59 months after which we'll cancel your policy. As devices age they will fall in value and so from time to time we may adjust your excess fee downwards. Call us to find out your current excess fee.

C. What's not covered

- Any device other than one purchased from Virgin Media and shown on your welcome letter unless replaced by us or replaced under manufacturer warranty.
- Any claim if you haven't paid your insurance premium. If you haven't paid a premium but your policy hasn't yet been cancelled, we'll process your claim if you pay the outstanding amount.
- The excess fee you have to pay to complete a successful claim
- The cost of any calls, texts, data usage or downloads on a lost or stolen device.
- A third or subsequent claim in any 12-month period.
- Accessory-only claims.
- Accessories other than the battery, mains charger and any hands-free kit that came with the device.
- Cosmetic damage – where the device works as normal, except where you are claiming for a cracked screen.
- Damage caused by making alterations to the device or acting against manufacturer guidelines.
- The cost of any repair to your device unless we instruct it.
- Any fault that happens within the manufacturer's warranty period (where the manufacturer covers you against certain operating failures).
- Any malicious or deliberate damage caused by you or somebody you have authorised to use the device.
- Any losses or consequences you face as a result of being without your device.
- Loss or corruption of any kind of app, software or digital content other than standard manufacturer software.

- Confiscation of your device by a finance company or government agency (such as the police).
- Any claim that we find to be fraudulent. If we settle a claim that's later found to be fraudulent we may take action to recover our costs.
- Your SIM card.

D. Making a claim

Making a claim

1. For lost or stolen devices, call Virgin Media as soon as possible (we recommend you do this within 48 hours) on 0345 6000 789* (+44 7953 967 967 from abroad) to block it against unauthorised use. We recommend you report any stolen device to the police, as we have the right to require a crime reference number to complete your claim.

2. Submit your claim online 24/7 at www.virginmedia.com/protect

3. Call our Virgin Media Protect team on 0345 030 3291* to make a claim, ideally within 30 days of discovering the loss, theft, breakdown or damage. If you're calling from abroad please dial +44 345 030 3291* replacing + with the international dialling prefix relevant to your location.

Please have a payment card ready to pay your claim excess fee. We accept MasterCard and Visa debit or credit cards.

If you report a claim to us more than 90 days after discovering the loss, theft, fault, breakdown or damage to your device, we will still consider your claim, but it may impact our ability to assess your claim and could, in some cases, result in it being declined.

When you make a claim, we'll block any lost or stolen device automatically before sending a replacement. We won't be able to complete your claim until you agree to our blocking that device. Once your claim is completed, we (and only we) can unblock that device.

We aim to send a next-day 'as new' replacement for claims approved before 8.30pm Monday to Friday and 2.30pm on weekends. For claims accepted outside of these times, you will receive your 'as new' replacement phone within 2 days. If we're late, let us know and we'll give you £20, credited to your bank account within 30 days.

This excludes:

- Claims made or deliveries that fall on a Bank Holiday.
- Deliveries outside of mainland Great Britain including deliveries to the Scottish Islands, Northern Ireland and the Channel Islands.
- Any delay caused by something outside our control like extreme weather, natural disaster, epidemic or crime, and supply shortages affecting the industry (e.g. where new model devices are in very high demand and short supply after launch).

Please make sure someone is in to sign for the delivery. Your replacement comes with:

- A 24-month warranty
- The usual device accessories, if yours were involved in the incident or we provide you with a different model replacement
- Prepaid packaging to return any damaged or faulty device (minus the SIM card, battery and charger).

As soon as you receive your replacement device, the original claimed-for device (the faulty or damaged device or the lost or stolen device if later recovered) becomes the property of the Insurer and must be returned to us within 15 days. Otherwise, we'll charge a non-return fee (based on the value of the non-returned model) to the payment card used to pay your excess fee. The device is your responsibility until it arrives with us. Please make sure that when you go to the Post Office that you get proof of postage (this is free) and confirmation of the weight of the package you are returning to us. We will not approve any further claim until you have returned the claimed-for device or paid the outstanding amount.

You must comply with our reasonable instructions including switching off or uninstalling any app which prevents our access to remove data from the claimed-for device. If you need any help with this please call us on 0345 030 3291*. If you refuse to do it we will not proceed with your claim. If you fail to do it we will treat that as a non-return and may charge you a non-return fee.

E. Cancelling your cover and changes to the policy

You can call or email us to cancel your policy (see contact details at the top of these terms) or write to us at Virgin Media Protect, PO Box 670, Brentford, TW8 1DA.

You can cancel within the first 28 days and (if you haven't made a claim) we'll refund any premium paid. Otherwise, you can cancel at any time and cover will finish at the end of the paid-for period. When you buy another device from Virgin Media on the same mobile number and add insurance, we'll cancel cover on your old device automatically. You can call us to keep that policy running. We'll set up a policy for the new device and confirm your cover start date, premium and claim excess in writing.

We'll cancel your policy if you fail to pay the monthly premium, have two successful claims in any 12-month period or if you make a claim we find to be fraudulent, and we will send you confirmation including your cover end date.

When you buy another device from Virgin Media on the same mobile number and add insurance, we'll cancel cover on your old device automatically. Otherwise, if you cancel or upgrade your airtime contract with Virgin Media, your insurance policy will remain active unless you contact us to cancel.

We may change your policy terms or alter the premium or excess fee for future periods of cover based on significant adverse claims experience, significant increase in our operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates. If we make a change that increases any charges or reduces your cover, we'll give you at least 30 days' notice sent to the current contact details we have for you and you will be able to cancel your policy if you are not happy with our changes. If we make any change that improves your cover, we may apply it straight away without notice.

F. How to complain

You can call or email us (see contact details at the top of these terms) or write to us at Virgin Media Protect, PO Box 670, Brentford, TW8 1DA. If we can't resolve your complaint right away, we'll email or write to you within five working days to outline our next steps. If the issue still isn't resolved within two weeks, we'll contact you again to keep you up to speed on what's happening.

If after making a complaint you are still not satisfied or we haven't given you our final Response within 8 weeks, you may refer the dispute to the Financial Ombudsman Service (FOS) which is a free and impartial service, who may be contacted at:

Exchange Tower, Harbour Exchange, London, E14 9SR

Tel: 0800 023 4567

Email: enquiries@financial-ombudsman.org.uk

More information about the FOS to can be found at

www.financialombudsman.org.uk/consumer/complaints.htm

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances, 7, boulevard, Joseph II, L-1840

Luxembourg

(+352) 22 69 11 - 1

caa@caa.lu,

www.caa.lu

or

Service National du Médiateur de la consommation – Individual Consumers ONLY, Ancien Hôtel de la Monnaie, 6, rue du Palais, de Justice, L-1841 Luxembourg, (+352) 46 13 11,

info@mediateurconsommation.lu, www.mediateurconsommation.lu

or

Médiateur en Assurances, ACA, 12, rue Erasme, L-1468 Luxembourg

(+352) 44 21 44 1, mediateur@aca.lu,

<https://www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6>

G. Who provides this cover

This insurance is administered by Asurion Europe Limited ('Asurion'), which is authorised and regulated by the Financial Conduct Authority (no. 502545), registered in England and Wales with company number 6568029 at Vantage London, Great West Road, Brentford, TW8 9AG.

The Insurer is Liberty Mutual Insurance Europe SE (LMIE), which is trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959).

Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request. www.libertyspecialtymarkets.com

You and the Insurer may choose which law will apply to this contract. Unless we agree otherwise, Virgin Media Protect is governed by the law of the part of the United Kingdom that you live in (England and Wales, Scotland or Northern Ireland) and all communication from us will be in English.

Any payments collected by Asurion under these terms and conditions are collected on behalf of the Insurer.

The Insurer is 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 (Freephone) or by going to fscs.org.uk.

H. Virgin Media Protect Privacy Notice

We understand the importance of protecting your privacy. We want you to understand what personal information (also known as personal data) we collect, why it is collected, how it is used, and other important information so that you are informed and there are no surprises.

Personal information we collect when you use our services is needed for the following purposes:

- **Contract:** to communicate with you, process enrollments, bill and collect, process cancellations, process claims that you submit, provide customer service, administer your policy, and manage our supply chain management to deliver replacement devices to you.
- **Legitimate interests:** for maintaining our books and records, maintaining security and integrity, monitoring use and performance, quality assurance, fraud detection and prevention, and product improvement and development.
- **Comply with legal requirements:** to notify you as required by law in the event of a breach regarding the security of your personal data. We also use your personal information to comply with any other UK or EU legal requirements.

If you do not desire for your personal data to be processed in accordance with these terms, you may cancel your contract at any time in accordance with the terms and conditions.

If you fail to provide certain information when requested, we may not be able to provide the services for which you have contracted, such as processing a claim.

Where to turn with questions

If you have any questions on this notice, please contact our Data Protection Officer by postal mail or email anytime.

Asurion
Attn: EU Data Protection Officer
c/o Office of the General Counsel
648 Grassmere Park
Nashville, TN, USA 37211

privacy@asurion.com

We may collect the below types of personal information:

- Name;
- Mailing address;
- Email address;
- Mobile phone number and information that identifies your mobile device, such as an IMEI;
- Information collected after obtaining your permission;
- Any information that you provide as part of filing a claim;
- Information provided by your mobile network provider to validate your claim;
- Other information that personally identifies you or is linked or linkable to you.

As part of the claim process, Asurion or its affiliates may require you to provide a copy of your driver's license, passport or other forms of identification. Additionally, in order to process your claim, Asurion or its affiliates may request your shipping and billing information, credit card information or other preferred payment means.

We will not use or disclose your personal information to third parties except as disclosed in this notice.

Asurion may transfer your personal information to:

- Non-affiliated companies that include telecommunication carriers, the insurer that underwrites your policy, credit card payment processors, security services providers, service providers who send communications on our behalf and third parties providing claims fulfillment, supply chain logistics, data center operations, information technology, customer service and quality assurance monitoring of customer service. These companies are required to comply with the principles set out in this notice and only use such personal information for the purposes for which it was provided to them;
- A third-party, in the event of a proposed or actual purchase, sale (including a liquidation, realisation, foreclosure or repossession), lease, merger, amalgamation or any other type of acquisition, disposal, transfer, conveyance or financing of all or any portion of its business or of any assets or shares of our business or a division thereof in order for you to continue to receive the same or similar products and services from the third-party. In these circumstances, personal information may be shared

with the actual or prospective purchasers or assignees, or with the newly acquired business.

To determine the appropriate period which we will keep your personal information before we securely destroy it, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorised use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you.

Our services are not directed to, and we do not knowingly collect personal information from, individuals under the age of 18. If a child is accessing services without your consent, please contact us by using the information provided below so that we can remove any personal information provided.

Personal information we collect from you may be processed by Asurion and third-parties as described in this notice in the United States and other countries and used consistent with your relationship with Asurion and the practices described in this notice.

Personal information will only be transferred to locations outside of the UK and the EU where permissible legal structures exist or where the country is deemed "adequate" by the EU Commission.

We have implemented technical and organisational measures designed to provide appropriate levels of security for your personal data. Reasonable administrative, logical, and physical controls are in place to prevent your personal information from being accidentally lost, used, or accessed in unauthorized ways.

While we take various steps to ensure the accuracy and completeness of your personal information, we rely upon you to provide accurate and complete personal information when interacting with us.

Under certain circumstances, by law you have the right to:

- **Request access** to your personal information (commonly known as a 'data subject access request'). This enables you to receive a copy of the personal information we hold about you.
- **Request correction** of any incomplete or inaccurate personal information that we hold about you.
- **Request erasure** of your personal information when there is no need for us continuing to process it or you have exercised your right to object to processing (see below).
- **Object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground.
- **Request the restriction of processing** of your personal information to suspend the processing, for example if you want us to verify its accuracy or the reason for processing it.
- **Request the transfer** of your personal information to another party.

If you want to exercise any of these rights, please contact the Data Protection Officer in writing per the 'Where to turn with questions' details in this notice. Valid requests will be honored within 30 calendar days of request. This 30-day period may be extended for another 2 months for complex requests with notification of the reasons for the extension to you. Any such requests should be submitted to the Data Protection Officer.

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances. In addition, there may be requests that we are unable to process because of other EU legal requirements. If a request is denied, we will notify of the reason.

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

You also have the right to lodge a complaint with the UK Information Commissioner's Office or other EU supervisory authority. However, if you have a complaint regarding the processing of your personal information, we request that you first contact the Asurion Data Protection Officer as indicated in the Where to turn with questions section of this notice and we will reply promptly.

*Calls to 03 numbers cost the same as calls to UK landlines starting 01 and 02. Call charges apply when calling from abroad. To find out more about the cost of using your phone abroad visit virginmedia.com/callingfromabroad

Please note standard charges apply, please check with your network operator for rates. Details correct at time of print. **201908_DR401_LIB**