

Insurance Terms & Conditions

Please read these 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/or WDP Insurance Limited (the Insurer).

A. Your cover

Accidental damage, including frames and lenses	✓
Normal wear and tear	✓
Loss	✗
Theft	✗

You're covered for one replacement, up to the price you paid for your eyewear, for 12 months from your purchase date.

You can purchase this cover when buying eyewear from a participating retailer provided you're a UK resident aged 18 or over.

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

Your cover may not be accepted by the Insurer (which may take up to 14 days from purchase). If this happens, we'll void your policy back to its start date, write to you to let you know and provide a full refund (if applicable).

B. The cost of cover

Your premium and claim excess fee (the amount you pay towards your claim) is based on the type of eyewear and is confirmed in your welcome pack.

Your policy is paid in advance at the time you purchase this cover.

C. What's not covered

- Any claim for loss or theft.
- The claim excess fee you have to pay to complete a successful claim.
- Any fault or breakdown covered by the manufacturer's warranty.
- Damage caused by making alterations to the eyewear or acting against manufacturer guidelines.
- Any malicious or deliberate damage caused by you or anyone you have given the eyewear to.
- The cost of any repair to your eyewear.
- Any losses or consequences you face as a result of being without your eyewear.
- Cleaning adjustment and fittings.
- Damage from abuse or introduction of foreign objects.
- Damage from tampering with elements designed to secure lenses and or arms.
- Any loss of data in damaged Smart Glasses.
- 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.

D. Making a claim

If your eyewear is damaged, return it to the retail location from which you purchased the product. If you're unable to return to your original location, email us for your nearest participating location at sunlove@asurion.com.

If returning Smart Glasses remember to remove any data from the Smart Glasses prior to return. Neither we nor the retailer accept any responsibility or liability for the loss of any data contained in the Smart Glasses.

In order to process your claim as easily as possible please have your purchase receipt handy and be prepared to pay your claim excess fee:

- Eyewear replacement = £40
- Smart Eyewear Replacement = £80

If you no longer have your purchase receipt please have your welcome pack to hand.

If you report a claim to us more than 30 days after the end of your cover period we will not be able to process your claim or arrange for replacement eyewear.

You must take reasonable care to ensure that any information provided to us is complete and accurate. If you don't provide accurate or full information when requested, it may invalidate your insurance and could affect all or part of your claim. Information about fraudulent claims may be forwarded to the police, government or other regulatory bodies and fraud investigation agencies.

Your replacement eyewear will come with a manufacturer's warranty.

E. Cancelling your cover and changes to the policy

You can cancel within the first 30 days and (if you haven't made a claim) we'll refund any premium paid. Otherwise, you can cancel at any time, cover will finish immediately, and we'll refund the amount of premium relating to the remaining time on your plan, on a pro rata basis.

In order to provide any refund you'll need to return to the retail location from which you purchased the product and have your purchase receipt or welcome pack to hand.

Your policy will cancel on completion of a successful claim.

We may also cancel your policy if it's no longer economically viable to provide this product or if we, or the Insurer, withdraw from the market of providing policies of this type in the UK. If this happens, we'll give you at least 30 days' notice sent to the current contact details we have for you.

F. How to complain

You can email us (see contact details at the top of these Terms) or write to 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 to keep you up to speed on what's happening.

If you're not happy with the outcome or we haven't given our final response within 8 weeks, you can contact the Financial Ombudsman Service by phone: 0800 023 4567 (Freephone) or 0300 123 9123, by email: complaint.info@financial-ombudsman.org.uk or in writing at Exchange Tower, London, E14 9SR. You need to contact them within 6 months of receiving our final decision. The service is free, and we are bound by any decision the Financial Ombudsman reaches. This won't affect your statutory rights or prejudice your right to take subsequent legal proceedings. See financial-ombudsman.org.uk for more details.

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 WDP Insurance Limited, which is authorised by the Gibraltar Financial Services Commission, and is subject to limited regulation by the Financial Conduct Authority (reference number 786246) and the Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. WDP is registered in Gibraltar with company number 115687 at 1st Floor, Grand Ocean Plaza, Ocean Village GX11 1AA, Gibraltar. Go to fca.org.uk/register or call 0800 111 6768 (Freephone) or 0300 500 8082 to check the Financial Conduct Authority's register.

You and we may choose which law will apply to this contract. Unless we agree otherwise, this policy 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.

We 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 your claim. Further info can be obtained from the FSCS on 0800 678 1100 (Freephone) or by going to fscs.org.uk.

H. How we communicate with you

We will communicate with you by email or in writing using your given contact details.

I. Our use of your personal data

Asurion is registered with the Information Commissioners Office as a Data Controller (number Z2176995).

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

- **Contract:** to communicate with you, process enrolments, 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 policy at any time in accordance with section E.

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

Please contact our Data Protection Officer by email at privacy@asurion.com, by clicking the link here, or by postal mail at the following address:

Asurion
Attn: UK Data Protection Officer c/o Office of the General Counsel
140 11th Ave.
North Nashville,
TN 37203, USA

You may also submit a general privacy request here.

We may collect the below types of personal information:

- Name;
- Mailing address;
- Email address;
- Mobile phone number;
- Information collected after obtaining your permission;
- Any information that you provide as part of filing a claim;
- Other information that personally identifies you or is linked or linkable to you.

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

Asurion may transfer your personal information to:

- Non-affiliated companies that include telecommunication carriers, credit card payment processors, security services providers, service providers who send communications on our behalf and third parties providing claims fulfilment, supply chain logistics, data centre 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 policy 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 in 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 policy in the United States and other countries and used consistent with your relationship with Asurion and the practices described in this policy.

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 section. 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 for 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 policy and we will reply promptly.