



## Virgin Mobile phone insurance

virginmedia@asurion.com

virginmedia.com/protect

0345 030 3291

8am-9pm Monday to Friday

9am-6pm weekends (closed Bank Holidays)

### Closed to new customers from 11th June 2012

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

- ✓ Read the Terms and Conditions in full so you know what's covered, what's not and how to claim.
- ✓ Block any lost or stolen phone as soon as you discover it's missing by calling Virgin Media on 0345 6000 789\* to protect against unauthorised calls..
- ✓ Make a claim within 30 days of discovering that your phone is damaged or missing by calling us on 0345 030 3291
- ✓ Pay the excess fee to complete your claim. This was confirmed in your welcome pack and you can call us to check it at any time.
- ✓ Return any damaged phone in the pre-paid packaging provided with your replacement – or you'll be charged a non-return fee.
- ✓ 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.

### 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 (the policy administrator) and Liberty Mutual Insurance Europe Limited (the insurer).

#### A. Your cover

Virgin Mobile phone insurance gives worldwide cover to protect your phone against:

- Loss
- Theft
- Accidental damage (including cracked screens and liquid damage)
- Malicious damage
- Pet damage
- Out of warranty breakdown

You're covered whilst travelling and when you lend your phone to family or friends. Your policy is paid monthly in advance by separate direct debit and we'll need to collect your first month's premium before any claim can be completed, you cover then renews automatically for the next 59 months, at which point we'll cancel your policy.

#### B. The cost of cover

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

|        | Monthly Premium | Claim Excess Fee |
|--------|-----------------|------------------|
| Band A | <b>£5.99</b>    | <b>£25</b>       |
| Band B | <b>£7.99</b>    | <b>£50</b>       |

We'll collect your monthly premium in advance by separate direct debit (this will show on your statement as NEWAsurion Europe LTD RE VirginPhoneIns). As your device ages and falls in value, we'll adjust your excess fee downwards. Call us to find out your current excess fee.

#### C. What's not covered

We do not offer 'new for old' cover. Your replacement phone may be refurbished to our standard (using original parts only). Our aim is that will not be able to tell the difference in standard between a new and refurbished phone.

It's important you understand that you're not covered for:

- Any phone other than one purchased from Virgin Media, replaced by us or replaced under manufacturer warranty.
- Any claim if your Virgin Mobile phone insurance is in arrears (you can make a catch up payment and complete the claim).

- The excess fee you have to pay to complete a successful claim.
- A third claim or subsequent claims made within a 12-month period. We'll cancel your Virgin Mobile phone insurance policy immediately after two successful claims have been completed in any 12 month period from the date of the first incident.
- Any calls, data usage or downloads made on a missing phone.
- Accessory-only claims and accessories other than the battery, mains charger and hands-free kit that came with the phone.
- Cosmetic damage (where there is no loss of functionality – except where you are claiming for a cracked screen) and damage caused by wear and tear, repairing or making alternations to the phone or acting against manufacturer guidelines.
- The cost of any repair to your phone unless instructed by us.
- Any fault that happens within the manufacturer's warranty period. This is the period during which the manufacturer has provided an assurance that your phone will be free from manufacturer faults.
- Any malicious or deliberate damage caused by you or somebody you have authorised to use your phone.
- Any veterinary costs if your pet needs treatment after damaging your phone.
- Any indirect losses from the claim incident, which means any consequences you face as a result of being without your phone.
- Loss or corruption of any kind of software or digital content other than standard manufacturer software.
- Confiscation of your phone by a finance company or government agency (such as the police).
- Any claim that we find to be fraudulent.

If you report a claim to us more than 90 days after discovering the loss, theft, fault or damage to your phone, 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.

#### D. Making a claim

1. For lost or stolen phones, call Virgin Media as soon as possible (we recommend doing 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 phone to the police. We have the right to require a crime reference number to complete your claim.
2. Call our mobile insurance team on 0345 030 3291 to make a claim. You should claim within 30 days of discovering the loss, theft, damage or breakdown. Please have a payment card ready to pay your claim excess fee.

When you claim for any loss or theft of your phone, we'll block your original phone automatically before sending any replacement. We won't be able to complete your claim until you agree to our blocking your original device. Once your claim is completed, we (and only we) can unblock that device.

We aim to provide a next day replacement for claims accepted before 7.30pm Monday to Friday and 2.30pm on weekends. This excludes:

- Claims made or deliveries that fall on a Bank Holiday.
- Any delivery outside of 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.

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

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

As soon as we settle your claim, your original phone becomes the property of the Insurer. A damaged or faulty phone (and any lost or stolen phone later recovered) must be returned to us within 15 days of receiving your replacement. Otherwise, we'll charge a non-return fee (based on the value of your non-returned phone) to the payment card used to pay your excess fee. The phone is your responsibility until it arrives with us so please make sure you get proof of postage at the Post Office. If you don't send us the original damaged or fault phone (or lost or stolen phone you later recovered) and we have not been able to charge your card for its value, we will not approve any subsequent claim until you have returned the phone 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**

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.

If you choose insurance again when you upgrade your phone with Virgin Media, we'll cancel cover on your old phone and send you another welcome pack confirming your cover start date, premium and excess fee for the new phone.

We'll cancel your policy immediately if you fail to pay the monthly premium, have two successful claims in any 12-month period, upgrade your phone or cancel your contract with Virgin Media. We may also cancel your policy by providing you with 30 days' notice, sent to the current contact details we have for you.

### **F. How to complain**

To make a complaint, you can call or email us (see contact details at the top of these Terms) or write to us at PO Box 71012, London W4 9FW. 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 it's still not resolved within two weeks, we'll contact you again to keep you up to speed on what's happening.

If you're not happy with the outcome of your complaint or we haven't given our final response within 8 weeks you can contact The Financial Ombudsman Service at: Exchange Tower, London, E14 9SR, [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or 0800 023 4567 (Freephone) or 0300 123 9123.

You'll need to contact them within 6 months of receiving our final decision about your complaint. 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. You can find out more at [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk).

### **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, Chiswick Place, 272 Gunnersbury Avenue, Chiswick, W4 5QB. The Insurer is Liberty Mutual Insurance Europe Limited, which is authorised by the

Prudential Regulation Authority and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority (no. 202205), registered address: 20 Fenchurch Street, London, EC3M 3AW. Check the Financial Services Register at [fca.org.uk/register](http://fca.org.uk/register) or call 0800 111 6768 (Freephone) or 0300 500 8082.

You and we may choose which law will apply to this contract. Unless we tell you otherwise, Virgin Mobile phone insurance 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 the claim under this scheme. Further info can be obtained from the FSCS on 0800 678 1100 or by going to [fscs.org.uk](http://fscs.org.uk).

### **H. Our use of your personal data**

By taking this cover you confirm that you've given us and permission to communicate policy information with you by phone, SMS, email or in writing using your given contact details.

In issuing and administering this policy, we will share your personal data with: Virgin Media and other partner companies providing services under this policy to the extent necessary for them to provide those services; Group companies and any third parties who are purchasers of all or part of Virgin Media, the Insurer or Asurion; Organisations we use to monitor our performance, carry out research, create statistics, prevent or detect crime and other third parties to the extent required or permitted by law.

Whenever your personal information is shared with third parties, it will be done in accordance with all responsibilities under the Data Protection Act 1998. This includes, for example, putting in place appropriate written terms to protect your personal information and ensuring any export of your personal information outside the European Economic Area is lawful in accordance with the Act. We will only use the personal information given by you to confirm your identity, administer your policy, contact you about your policy, process any claim you make under the policy, carry out internal record-keeping, record claims details on relevant databases and registers for fraud detection purposes and contact the police to check any crime reference number you give us.

Asurion is registered with the Information Commissioners Office as a Data Controller (number Z2176995). By providing personal data to us (i.e. information which can identify you and relates to you, whether by itself or when used in conjunction with other information e.g. your name, policy number, telephone number and other contact details), we will assume that you consent to this type of information being collected and used in the ways described above (subject to the requirements of the Data Protection Act 1998) including for example for fraud prevention purposes and other requirements imposed or permitted by law or regulation. You have the right to see and correct any personal information held about you. A £10 administration fee may be charged for this. If you wish to see your personal information or ask any question about our use of your data, please contact us.

Your data may be transferred outside the European Economic Area (EEA) for the above purposes. If that happens, we'll make sure it's treated with the same level of protection as in the EEA. If you give us personal information about someone else, you are responsible for having their permission to do so and for telling them who we are and what their information will be used for. We will never sell or transfer your personal data to a third party unless we have your prior written consent, subject to the above and in accordance with the Data Protection Act 1998.

### **I. Changes to the policy**

We may alter the premium or the excess for future periods of cover due to the overall cost of claims exceeding our reasonable estimate and we may alter the terms of the policy or cancel the policy based on our claims experience or for any other good reason. If we make any change that improves your cover, we'll apply it straight away without notice. 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.

0345 030 3291 is open 8am-9pm Monday to Friday, 9am-6pm at weekends (closed Bank Holidays). Calls to 03 numbers cost the same as calls to UK landlines starting 01 and 02. Calls from landlines and mobiles are included in free or inclusive calls packages. Details correct at time of print.

\*Please note standard charges apply, please check with your network operator for rates