



Virgin Media Protect Administered by Asurion

virginmedia@asurion.com

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.

Virgin Media Protect consists of:

- Insurance which is underwritten by Liberty Mutual Europe Limited (please see the Insurance Terms and Conditions below for further details)
- Mobile Rescue service which is provided by Asurion Soluto Europe Limited (please see the Mobile Rescue Terms and Conditions of Use below for further details)

Payment is collected in a single monthly premium by Asurion Europe Limited. If either the insurance or the Mobile Rescue is cancelled, the other is cancelled automatically.

Insurance Terms and Conditions

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)

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 Limited). 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 – however long that's for.

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.

Monthly premiums by device model are: £4, £6, £8 or £10

Claim excess fees by device model are: £30, £60, £80, £100, £125 or £150

Asurion will collect your monthly premium in advance by separate direct debit (this will show on your statement as **NEWAsurion Europe LTD RE VirginPhoneIns**) 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

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 any 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 nonreturn 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 71012, London W4 9FW.

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 cancel your airtime contract with Virgin Media, 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.

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.

If you cancel Virgin Media Protect you won't have access to the Mobile Rescue service.

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 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 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 you're not happy with the outcome of your complaint or we haven't given our final response within 8 weeks of you raising your complaint, you can contact The Financial Ombudsman Service by phone: 0800 023 4567 (Freephone) or 0300 123 9123, by email: complaint.info@financialombudsman.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 financialombudsman.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 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. 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 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. Our use of your personal data

By taking this cover you confirm that you've given us your 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. We may also share your personal data with group companies and any third parties who are purchasers of all or part of Virgin Media, the Insurer or Asurion, and with 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. We may access your call history around the time of any claim incident as part of our claim assessment process.

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 claims, 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 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. For further information on how Liberty processes your personal information, please see <http://www.libertyspecialtymarkets.com/privacy-cookies/>

*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. **VMP_2016/06**



Mobile Rescue Terms and Conditions of Use

These are the Terms and Conditions (the “terms”) for the Mobile Rescue service. They’re framed as a series of easy to read questions and answers, but they are legally binding terms. Please ensure that you read them. By using the Mobile Rescue service, you agree to these terms. If you have any questions regarding these terms, please contact us (see our contact details below).

1. What is the Mobile Rescue service?

Mobile Rescue is a premier support service which allows you to access technical support for your device via live tech experts. You can access the service by either:

- Downloading and using the Mobile Rescue application (the “app”), which can be found [here](#) for Apple and [here](#) for Android phones only
- Contacting Mobile Rescue on 0800 068 4192 (Freephone)

You can begin to use this service as soon as the device is in your hands and your access to the service will end after 60 months unless cancelled in accordance with **section 9 or 10** below.

2. Who’s Who?

This service is provided by Asurion Solutio Europe Limited (“Solutio”), registered in England and Wales with registered number 10163748 and having its registered office at Chiswick Place, 272 Gunnersbury Avenue, Chiswick, London W4 5QB. Solutio is part of the Asurion group of companies.

In these terms, “we”, “our” and “us” means <Solutio,>

When we say “you” or “your”, we mean the person authorised to use the Mobile Rescue service under these terms (see Section 4).

When using the Mobile Rescue service, you represent to us that you are the owner and/or the authorised user of the device being supported, as well as any software on the device and any other device connected to it. We may refuse to provide you with the Mobile Rescue service if we determine that you are not the owner and/or the authorised user of the mobile phone, software or device.

3. How can I contact the service?

It’s easy to get in touch with us:

- Call: 0800 068 4192(Freephone) (or call via the app) (your normal Virgin Media data costs apply)
Open 8am-9pm Mon-Fri, 9am-6pm weekends
- Email: virginmedia@asurion.com
- Write to: Virgin Media Protect, PO Box 71012, London, W4 9FW

4. Who can use the service?

You can use the Mobile Rescue service if you have an active device and a Virgin Media Protect insurance policy.

5. What services are provided?

The Mobile Rescue service offers technical support for:

- Your device
- The operating system of your device
- Software applications which are used on your device
- Software applications which are intended to be used on your device
- The connectivity between your device and other devices
- Any third party application or software on your device

If you use the service via the App, you will also have access to some service enhancements, detailed in the full terms and conditions for the app. Please refer to virginmedia.com/protect

The Mobile Rescue service does not include (amongst other things):

- assistance with network coverage issues (e.g. dropped calls or data coverage issues)
- over the air updates to operating systems, firmware or other software
- diagnostic support not related to your device
- modification of original equipment manufacturer (“OEM”) software
- installation of third party software or OEM drivers not supported by the device
- computer setup, support or repair
- home or wireless router/modem or network setup, support or repair
- peripheral setup, support or repair
- installation of non-sanctioned applications
- data migration from computer to computer

6. Exclusions and Limitations

We will try to provide you with the Mobile Rescue service, however we may not always be able to resolve the issue you have with your device. If we are unable to resolve an issue we may refuse to take further action to resolve it.

In addition, you should note that we may not be able to resolve your issue if we have limited information from vendors, manufacturers, and developers, or if we do not have the ability to obtain the proprietary or other information from such vendors, manufacturers, and developers, which is required to resolve the issue.

If you encounter technical problems that are the result of software or hardware errors not yet resolved by the hardware or software vendors, manufacturers or developers, we may not be able to resolve your specific issue.

7. Software - Remote Access and backing up

As part of getting support via the Mobile Rescue service, you may need to download and/or run certain software applications (“software”) on your device and/or on any device connected to or used in connection with it. The software may include remote access tools that allow us to remotely access your device and any device connected to it, as well as their contents.

You acknowledge that if you download any software, you will be required to accept a separate set of terms and Conditions before you install it. If we ask you to download and/or run software so that we can remotely access your device and any device connected to it, you:

- agree that technical support personnel may remotely access your device and the data on it through the use of software or other means, and
- authorise us to make changes to your mobile phone, the software or device, to the extent necessary to provide the Mobile Rescue service, and acknowledge that you are aware that such changes may be permanent and irreversible.

If there are any conflicts between the software Terms and Conditions and these terms, the software Terms and Conditions will take precedence but only in relation to the specific software.

You agree not to alter or copy the software or any other materials provided to you as a result of your use of the Mobile Rescue service.

It is your responsibility to back-up all software and data that is stored on your device or other devices which you may connect to it. We shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files. We may decline to provide the Mobile Rescue service if we determine that appropriate back-up measures have not been taken by you.

8. Will I be charged for using the Mobile Rescue service?

Calling the Mobile Rescue service line is free of charge when calling the Freephone helpline from your device inside the UK. You will incur call charges if you call from outside the UK. Using the app within the UK will use data chargeable at your usual Virgin Media rates.

Please refer to virginmedia.com/callingfromabroad for more details.

9. Can you change the terms or cancel the Mobile Rescue service?

We can change these terms at any time and if we do so, we will tell you either by text, email, or post or by providing updated terms in an update to the app.

If any change may be to your disadvantage, we'll tell you about it at least 30 days prior to the change taking effect. If you do not agree with any change, you can stop using the Mobile Rescue service at any time. You don't need to tell us if you're going to do that.

We will only remove your right to use the Mobile Rescue service if we have a valid reason (such as if you don't comply with these terms or if there is a change in law or technological developments which make the provision of the Mobile Rescue service impossible or more difficult for us or less commercially viable) or if you are no longer eligible.

10. How can I cancel the Mobile Rescue service?

You can call or email us to cancel these terms (see contact details at the top of these terms) or write to us at Virgin Media Protect, PO Box 71012, London W4 9FW.

You will no longer have access to Mobile Rescue if your Virgin Media Protect policy is cancelled.

11. What do I do if I want to complain about the Mobile Rescue service?

If you're not happy with the Mobile Rescue service you can call, email or write to us to complain at any time. See Section 3 for our contact details. If we can't resolve your complaint right away, we'll email or write to you within 5 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.

12. Are there any other Terms?

Yes. Just a few miscellaneous terms also apply. We can transfer our rights and responsibilities under these terms to third parties but you may not.

All communications with you in relation to this contract will be in English.

Where any provision in these terms is determined not to be valid, enforceable or binding, the remainder of the terms shall not be affected so that the contract created by these terms continues to have effect in every other respect.

The law that applies to this contract will be the law of England and Wales unless you live in Scotland, in which case Scots law applies, or Northern Ireland, in which case the law of Northern Ireland will apply.

13. How will you use my personal information?

We may use your personal data for the following purposes:

- Activating and maintaining your account;
- Helping to establish and verify your identity;
- Providing you with the services you have requested or authorised;
- Responding to your questions, inquiries, comments and instructions;
- Monitoring, checking and managing the performance of the services we provide to you; and
- Assisting you with solving your technical queries remotely.

We may also share your personal data with our group companies and any third parties who are purchasers of all or part of Solutio.

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

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.

If you access the Mobile Rescue service via the app we will also collect personal information from you on the use of your mobile phone, such as your settings information, battery storage levels and information regarding your installed applications. Full details about the information we collect and how we use it are in our privacy policy which you will be asked to accept when you download the app.

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.

*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. **VMP_2016/06**