

Preferred Care

Terms and Conditions



| asurion

Please remember to:

- ✓ Read the Terms and Conditions in full, so you know what’s covered, what’s not and how to claim.
- ✓ Block your lost or stolen mobile device as soon as you discover it’s missing. **See Section D. Making a claim for contact numbers.**
- ✓ Make a claim with us, ideally within 30 days of discovering that your device is damaged or missing – **See Section D. Making a claim.**
- ✓ Pay the excess fee to complete your claim. This is confirmed in your welcome pack letter and you can call us any time to check it.
- ✓ Return any damaged or faulty device using the pre-paid shipping label provided or you’ll be charged a non-return fee - **See Section D. Making a claim.**

Terms & Conditions

Please read these terms and conditions in full alongside your welcome pack which forms part of your terms and conditions. The terms ‘we’, ‘our’ and ‘us’ means Asurion (the Policy Administrator) and/or WDP Insurance Limited (the Insurer).

Google Commerce Limited (GCL) is appointed to sell this policy by Asurion and the Insurer, and is not regulated by the Financial Conduct Authority in respect of insurance sales, nor is Google acting on behalf of Asurion or the Insurer in this regard. Google performs certain activities in respect of this policy post sale on behalf of Asurion and/or the Insurer.

A. Your Cover

Cover	Preferred Care	Preferred Care with Loss and Theft
Accidental damage, including cracked screens and liquid damage	✓	✓
Malicious damage caused by someone who doesn't have your permission to use the device	✓	✓
Pet damage	✓	✓
Loss	X	✓
Theft	X	✓

You can add it when buying a device online from Google or within 30 days of purchase, provided you’re over 18, haven’t had a device insurance policy declined or cancelled by us in the past, or a claim denied by us due to fraud or suspicion of fraud. You can only buy, remain on cover, and make a claim if you and the main authorised user of the device live permanently 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. We will cancel your cover if you no longer meet these criteria.

You’re covered from the start date detailed in our welcome pack letter.

You’re covered to lend your device 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 will immediately void your policy back to its start date and write to you to let you know.

B. The cost of cover

Your premium and claim excess fee (the amount you have to pay towards the cost of completing any claim) are based on the value of your device at the time of purchase and confirmed in your welcome pack.

If your policy is paid monthly, it will be paid monthly in advance (this will show on your statement as Google Store) and you will need to pay the first month’s premium to Google before any claim can be completed. Cover then renews automatically for the next 59 months after which we’ll cancel your policy, unless terminated early in accordance with Section E.

If your policy is paid up-front it will automatically be cancelled after the policy period confirmed in your welcome pack unless terminated early in accordance with Section E.

C. What’s not covered

- Any device other than the one detailed in your welcome pack unless replaced by us or replaced under manufacturer warranty.
- Any claim for loss or theft if you have Preferred Care without loss and theft cover.
- Any claim if you haven’t paid your insurance premium. Provided we haven’t yet cancelled your policy for non-payment, we’ll continue your

claim if you pay any outstanding amount.

- The claim excess fee you have to pay to complete a successful claim.
- Any claim beyond your maximum claim limit of three claims in any rolling 12-month period.
- Any fault or defect that is covered by the manufacturer's warranty (where the manufacturer covers you against certain operating failures).
- Any loss, theft or damage to the original purchased device before you receive it (e.g. during shipping or delivery).
- Any accessories, regardless of whether they came with or were purchased alongside your covered device.
- The costs of any calls, texts, data usage or downloads on a lost or stolen 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.
- Any malicious or deliberate loss or damage to the device caused by you or someone who has your permission to use it.
- The cost of any repair to your device unless we instruct it.
- Any losses or consequences you face as a result of being without your device.
- Confiscation of your device by a finance company or government agency (such as the police).
- Loss or corruption of any kind of app, software or digital content other than standard manufacturer software.
- 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

Submit your claim online 24/7 at asurion.com/googleclaims/uk, ideally within 30 days of discovering the loss, theft, damage or breakdown. Or you can call us on 0330 808 4291*.

If you're calling from abroad please dial +44 330 808 4291 replacing + with the international dialling prefix relevant to your location (check with your operator for details of international rates).

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

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

We will ask you to provide relevant information to support your claim. In some cases, we may also ask you to complete a written claim statement and/or provide evidence of your identity.

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.

Any replacement device you receive may be refurbished to our standard using original equipment manufacturer parts. In the event we can't send you a same model replacement, we'll send you a different make, model or colour device with comparable features and functionality.

Any replacement device you receive will come with a limited warranty or the remainder of the warranty period provided with your original device purchase, or 90 days, whichever is longer.

We aim to dispatch a replacement device the next business day (subject to our next-business day cut off times) with delivery on average within 3 days from dispatch. This excludes:

- Claims made or deliveries that fall on a Bank Holiday.
- Deliveries outside 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).

If we deliver to your chosen address, we take no responsibility if you do not receive the device personally.

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 14 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. Please return the device without any SIM, removable battery or charger. The device is your responsibility until it arrives with us so please follow our return instructions. We may not approve any further claim until you have returned the claimed device or paid the outstanding amount.

To return your claimed device, you will receive an email with instructions on how to return your device using prepaid shipping. Please use your own packaging material (unless otherwise instructed). You may be required to print your return shipping label.

You must comply with our reasonable instructions including switching off or uninstalling any app and/or removing an eSIM which prevents our access to remove data from the claimed-for device. 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.

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.

When you complete a claim we may block your claimed-for device when we provide you with a replacement.

E. Cancelling your cover and changes to the policy

You can cancel within the first 30 days of covers and (if you haven't made a claim) we will refund any premium paid.

Otherwise, you can cancel at any time and cover will finish immediately, and:

- If your policy is paid monthly, a pro-rata refund will be provided for the remainder of the month
- If your policy is paid up-front, a pro-rata refund will be provided for the remainder of your cover period, provided you have not completed a claim. If you have completed a claim, any refund will be reduced by the cost of claims paid.

We will cancel your policy if you fail to pay the premium or have three successful claims in any 12-month period.

We will cancel your policy immediately if you make a claim we find or suspect to be fraudulent or linked to fraudulent activity.

We may cancel your policy or alter the premium (for monthly paid policies) 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 cancel your policy for this reason or 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.

We may also cancel your policy if it is 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 call or email us (see contact details at the top of these Terms) or write to Asurion, 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 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 contract 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, SMS 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 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

If you have any questions on this section of your policy, please contact our Data Protection Officer by email at privacy@asurion.com, clicking [here](#) or by postal mail to:

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

You can also submit a general privacy request [here](#).

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 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 where permissible legal structures exist or where the country is deemed "adequate".

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. 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.

* 0330 808 4291 is open 8am-9pm Monday to Friday, 8am-8pm on

Saturday and 9am-6pm on Sunday. We are also open on Bank Holidays (excluding Christmas Day and Easter Sunday). 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.