

Three Rescue.™



Three.co.uk

A few things to remember:

Welcome to Three Rescue™.

Three Rescue™ is administered by Asurion Europe Limited and underwritten by Liberty Mutual Insurance Europe SE (please see the Insurance Terms and Conditions below for further details).

Read our checklist to ensure that everything goes smoothly should your device get damaged or go missing:

- ✓ Read the insurance Terms and Conditions in full, so you know what's covered, what's not, and how to claim.
- ✓ Make sure your Three account is paid up to date.
- ✓ Don't forget to block your lost or stolen device as soon as you discover it's missing to protect against unauthorised calls – see Section A for contact details.
- ✓ Make a claim, ideally within 30 days of discovering that your device is damaged or missing – see Section A for contact details.
- ✓ Pay the claim excess fee to complete your claim for a replacement device which may be refurbished to 'as new' standard. The claim excess fee was confirmed in your welcome letter and you can call us at any time to check it – see Section A for contact details
- ✓ 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 market value of the non-returned model) - see Section I for details.

Read me – Insurance Terms and Conditions.

Three Rescue™ insurance is designed to protect your Three device. There are two types of cover to choose from so you can decide which best meets your needs. The cover you have chosen will be confirmed in your welcome letter:

This document includes the terms and conditions for both Three Rescue™ Damage Cover and Three Rescue™ Full Cover.

- Three Rescue™ Damage Cover– this protects your device against the risk of damage (including cracked screens and liquid damage) and out-of-warranty breakdown only.
- Three Rescue™ Full Cover– this protects your device against the risk of loss, theft, damage (including cracked screens and liquid damage) and out-of-warranty breakdown.

These are the full policy terms and conditions and when read together with your Three Rescue™ insurance welcome letter, form your insurance policy. We'll send your policy pack within seven days of purchase – please keep them safe. Your policy number is your Three phone number, unless we tell you otherwise, and we'll update your details automatically if you move your old number to Three.

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The type of cover you have chosen will be detailed in your welcome letter. Please check it carefully.

In this document, the terms 'we', 'our' and 'us' means Asurion Europe Limited (the policy Administrator) and the 'Three Rescue™ team'. See Section M for more details. The 'Insurer' means Liberty Mutual Insurance Europe SE.

'Three' means Hutchinson 3G UK Limited, a mobile network operator.

Three Rescue.™

Terms and Conditions



A. How to get in touch.

Online: three.co.uk/threerescue

Email: threerescue@asurion.com

Phone:

- Mobile Phones – **333** from a Three phone or **0333 338 1001** from any other phone.
- Tablets and Mobile Broadband – **500** free from a Three phone or **0333 338 1003** from any other phone.
- If your device has been lost or stolen while travelling abroad, call **+44 7782 333 333**. Standard roaming rates apply.

You can call us between 8am-9pm Monday to Friday; 9am-6pm at weekends, closed on UK Bank Holidays. 333 is free. Excludes Essential Plans. Check price guide for full details. 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.

Write: **Three Rescue™, PO Box 670, Brentford, TW8 1DA**

B. Eligibility.

You can take this cover if you're over 18, your device is worth more than £60 and you haven't had a mobile insurance policy declined by us or cancelled by us in the past or a claim denied due to fraud. You can only buy, remain on, and make a claim with Three Rescue™ 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 this criteria.

You can buy Three Rescue™ Full Cover or Damage Cover when you buy or upgrade your device and Pay Monthly plan with Three. Cover starts on delivery of the device. If you pre-order a device from Three and buy Three Rescue™ cover you'll be refunded the cost of any Three Rescue™ premium paid in the period between ordering and receiving your new device.

C. Period of cover.

Your insurance premium is due monthly and cover runs for one month from the start of your policy. Subject to continued payment of insurance premium and these terms and conditions, cover renews automatically each month for the next 59 months after which we will automatically cancel your cover. When you buy a new device from Three, your previous Three Rescue™ policy will be cancelled and we'll confirm your new cover, terms and conditions of cover, premium and claim excess fee in writing. Your phone number will stay as your policy reference number.

D. What's covered?

The device registered to your Three account which is purchased from or upgraded with Three and is shown in your welcome letter (or the replacement device, if replaced by us, or replaced under manufacturer warranty).

When you take Three Rescue™ Damage Cover or Full Cover you're covered if you lend your device to friends and family.

You are covered whilst travelling overseas but any replacement agreed after you make a successful claim can only be delivered to an address in the UK or the Channel Islands.

You can submit a claim online 24/7 at three.co.uk/threerescue or by phone - see Section H Make a claim.

We aim to deliver your 'as new' replacement next-day if your claim is approved before 8.30pm Monday to Friday or 2.30pm on weekends.

Here's what your device is covered for:

Cover	Three Rescue™ Damage Cover	Three Rescue™ Full Cover
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	✓	✓
Out-of-warranty breakdown	✓	✓
Loss	✗	✓
Theft	✗	✓

We don't offer 'new for old' cover so any replacement device you receive may be refurbished to our 'as new' 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.

E. What's not covered?

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

- ✗ Any device other than one purchased from Three and shown on your welcome letter unless replaced by us or replaced under manufacturer warranty.
- ✗ **Any claim for loss or theft if you have Three Rescue™ Damage 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 the outstanding amount.
- ✗ The claim excess fee you have to pay to complete a successful claim.
- ✗ A third or subsequent claim made within a 12-month period.
- ✗ Any fault that happens within the manufacturer's warranty period (where the manufacturer covers you against certain operating failures).
- ✗ Accessory-only claims.
- ✗ Accessories other than the battery, mains charger and hands-free kit that came in the box with your 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 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.

F. The cost.

When considering your new device and Pay Monthly plan with Three, we'll tell you what it costs to buy Three Rescue™ Damage Cover or Full Cover based on the make, model and value of your chosen device at that time.

Please look out for your Three Rescue™ welcome letter which includes your full terms and conditions and confirms your monthly premium, type of cover and claim excess fee - which is the amount you have to pay towards the cost of your replacement device to complete a claim.

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 claim excess fee – see Section A for details. Your monthly premium will appear on your Three account (shown on your Three bill under 'other charges') and any pro-rated adjustments to cover your device for the period up to your first bill. Insurance premiums are inclusive of insurance premium tax (IPT) at the applicable rate.

- ✓ Three Rescue™ premium is collected and refunds are made by Three, on behalf of the Insurer. When Three passes the premium to Asurion, they hold it on behalf of the Insurer and any payments collected and refunds made by Asurion under these terms and conditions are collected or refunded on behalf of the Insurer.
- ✓ You need to make the first month's payment before we can complete any claim.
- ✓ If we don't receive a payment, your cover will finish at the end of the paid-for period. If your Three account is in arrears, we won't settle any claim until the balance is paid in full. You have 30 days from when your account goes into arrears to make a catch up payment, after which we will cancel your cover.
- ✓ You need to pay the claim excess fee to complete any successful claim. As devices age they may fall in value and so from time to time we may adjust the claim excess fees downwards. You can call us to find out your current claim excess fee.
- ✓ You can cancel cover at any time - see Section J for details.

G. Your responsibilities.

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 policy will also be void in the event that your device is used wholly or partly in the course of, or to facilitate criminal activity.

H. Make a claim.

If something happens to your device and you need to make a claim, contact us via one of these options:

1. Submit your claim online 24/7 at three.co.uk/Support/Three_Rescue/Claim
2. Claim by phone 8am-9pm Monday to Friday; 9am-6pm at weekends, closed on UK Bank Holidays
 - For mobile phones, call 333 free from a Three phone or 0333 338 1001 from any other phone.
 - For Tablets and Mobile Broadband, call 500 free from a Three phone or 0333 338 1003 from any other phone.
 - If travelling abroad, call +44 7782 333 333 replacing + with the international dialling prefix relevant to your location. Standard roaming rates apply.
 - 333 is free. Excludes Essential Plans. Check price guide for full details. 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 have a payment card ready to pay your claim excess fee. We accept MasterCard and Visa debit or credit cards.

If your device has been lost or stolen:

Please call to block your lost or stolen device as soon as possible but ideally within 48 hours. You can speak to Three's Lost and Stolen Department 24/7 - see option 2 of this section.

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.

If you report a claim to us more than 90 days after discovering the loss, theft, damage or or out-of-warranty breakdown, 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.

You must comply with our reasonable instructions including switching off or uninstalling any app, personal PIN locks or operator specific security locks which prevents our access to remove data from the claimed-for device. If you refuse to do it, we will not continue or complete your claim. If you need any help with this please call us on 0333 338 1001. If you change the status of any security app after returning your device we will treat this as a non-return and may charge you a non-return fee. For further details, please see Section I.

When you make a claim, we'll block any lost or stolen device automatically before sending any replacement. We won't continue to process your claim until you agree to our blocking that device and once your claim is completed, we (and only we) can unblock that device. As part of our claim assessment process, we have the right to check your airtime usage with Three to detect potential insurance fraud. We have the right to check for any attempted use of a lost or stolen device and will take action to recover it.

I. About your replacement device.

In the unlikely event that 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.

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 – we refer to this as your 'as new' replacement.

We will only deliver to addresses in the UK and the Channel Islands. Please see below for details of our delivery promise.

We aim to send a next-day 'as new' replacement for claims approved before 8.30pm Monday to Friday or 2.30pm on weekends. For claims approved outside of those times we'll deliver your 'as new' replacement within 2 days. This excludes:

- ✗ Claims made or deliveries that fall on a UK Bank Holiday.
- ✗ Any delivery 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).

If you think we're late please let us know and if we have missed our delivery promise, we'll give you £20, credited to your bank account within 30 days.

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

- ✓ A 24-month warranty.
- ✓ The usual device accessories if yours were involved in the incident, or if we provide you with a different model replacement.
- ✓ A new SIM with the same phone number if requested; in which case your old SIM will be blocked.
- ✓ Pre-paid packaging to return any damaged or faulty device (minus the SIM, 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 market value of the non-returned model), to the payment card used to pay your claim excess fee. The device is your responsibility until it arrives with us. Please make sure you get proof of postage from the Post Office (this is a free service), and confirmation of the weight of the package you are returning to us. We won't approve any further claims until you have returned the claimed-for device or paid the outstanding amount.

J. Cancelling your cover.

You can call, email or write to us to cancel Three Rescue™ Damage Cover or Full Cover see Section A for contact details.

You can cancel within the first 28 days and if you haven't made a claim, you'll receive a refund of any premium paid. Please call us if you have any questions about your cancellation.

After 28 days of your purchase, you can cancel at any time and cover will finish at the end of the paid-for period. We will not refund any premium paid.

When you buy another device from Three or upgrade your device on the same mobile number and add insurance, we'll cancel cover on your old device automatically. 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 Pay Monthly contract with Three, fail to pay the monthly insurance premium, have two successful claims in any 12-month period or if you make a claim we find to be fraudulent. If we cancel your policy, we'll send you written confirmation, including your cover end date.

K. Changes to the policy.

We may change your policy terms or alter the premium or claim excess fees 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. 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. This does not affect your statutory right to cancel at any time.

L. How to complain.

You can call, email or write to us to make a complaint - see Section A for contact details.

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 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>

M. 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

N. How we communicate with you.

We will communicate with you by SMS, email or in writing using your given contact details. We will also send certain communication regarding your policy by SMS to the mobile number associated with your airtime contract.

O. 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 J.

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 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 policy.

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 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 Terms and Conditions 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 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 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 policy and we will reply promptly.

Three Rescue™

The 'Three' and 'Three Rescue™' trademarks and other related images, logos and names are proprietary rights of Hutchison 3G UK Limited's group of companies.

Contact details.

We're here when you need us. Here's how to get in touch.

Online: three.co.uk/threerescue

Email: threerescue@asurion.com

Phone:

- Mobile Phones – **333** free from a Three phone or **0333 338 1001** from any other phone.
- Tablets and Mobile Broadband – **500** free from a Three phone or **0333 338 1003** from any other phone.
- Call **+44 7782 333 333** to contact from outside of Great Britain.

You can report a claim to the Three Rescue™ insurance team by phone from 8am to 9pm Monday to Friday; 9am to 6pm at weekends, closed on UK Bank Holidays.

Write: **Three Rescue™, PO Box 670, Brentford, TW8 1DA**

*333 is free. Excludes Essential Plans. Check price guide for full details. 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.