

Vodafone Insurance

This insurance is administered by Lifestyle Services Group Limited (LSG) and underwritten by Assurant General Insurance Limited. In order to be eligible for this insurance, you must either:

- (a) have a Vodafone Airtime Plan and/or a Vodafone Device Plan (a "Vodafone EVO Plan"); or
- (b) be connected to the Vodafone network and have a Vodafone Pay Monthly Price Plan for your handset, watch or tablet (a "**Vodafone Plan**").

Assurant General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Register number: 202735.

Vodafone Insurance Policy Document

This is your mobile device insurance policy for loss, theft, damage & breakdown. In this document you will find everything you need to know about your cover. Please read this carefully to make sure this policy is right for you and if you have any questions call us on 0333 304 3346 (standard call charges apply). This policy constitutes an agreement between you and the insurer, Assurant General Insurance Limited. The insurer has appointed Lifestyle Services Group Limited to administer the policy. References to 'we/us/our' relates to Assurant General Insurance Limited and Lifestyle Services Group Limited.

Changing your mobile device

If you purchase or upgrade to a new mobile device and want to cover it under this policy please contact us on 0333 304 3346 (standard call charges apply). If you do not contact us then the new mobile device will not be covered.

To transfer this insurance the mobile device must have been provided by Vodafone and you must have either a **Vodafone EVO Plan** or a **Vodafone Plan**.

You will need to provide the following information when registering your device:

- Make
- Model
- IMEI or Serial number
- Telephone number

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For many people a mobile device is much more than a device for making calls. It means you can stay in contact wherever you are, stores valuable memories, provides entertainment on the move and so much more.	This policy is designed for people who have a mobile device provided by Vodafone that is not already covered under another insurance policy and you want to cover the cost of repairing or replacing your mobile device against loss, theft, damage and breakdown (including faults). Successful claims are subject to an excess payment by you and you should take this into consideration when deciding if this policy is suitable for you. You must be at least 18 years of age at the time you purchased this insurance, a permanent resident in the United Kingdom and have a Vodafone EVO Plan or a Vodafone Plan for the duration of this policy.
It is important to note that this	Having insurance does not mean that you can take risks with your
insurance is offered on the	mobile device which you would not take if your mobile device was not
understanding that you will	insured as doing so may result in your claim being declined. Further
take care of your mobile device.	details can be found in the section 'What you are NOT covered for'.

We do understand that every claim can be quite different and we will make every effort to take this into consideration when we review a claim.

The cover you receive

Risks you are covered for	Benefits you receive
Your registered mobile device is covered for: • Loss • Theft • Damage • Breakdown (including faults) occurring anywhere in the world.	Insurance cover for the mobile device purchased from Vodafone and registered with us which must be owned by you. If your mobile device is damaged or breaks down we will either repair or replace it. If your mobile device is lost or stolen we will replace it. Replacements 1. This is not 'new for old' insurance, and replacement devices will come from fully refurbished stock (not brand new).
	 We will attempt to replace your device with one of the same colour but we can't guarantee to do this or replace any limited or special edition mobile devices. If we cannot replace your device with one of the same make, model and specification we will contact you to discuss alternative
	mobile devices of similar specification. If you are unable to provide the damaged mobile device to support your claim for a damage or breakdown incident, then this will be classified as a lost mobile device claim.
	Where we send you a replacement or repaired item, this will only be sent to a UK address.
	If your mobile device is replaced in the first three months of your contract we will only deliver to your billing address. This applies to both a Vodafone EVO Plan and Vodafone Plan .
Your accessories purchased from Vodafone are covered for loss, theft or damage at the same time as your mobile device up to a value of £200 (including VAT). This could be a case, headphones, Bluetooth headsets etc.	If your accessories that have been purchased from Vodafone are lost, stolen or damaged at the same time as your mobile device we will replace them with accessories of a similar specification. If we are unable to provide a replacement of a similar specification, we will contact you to discuss an alternative settlement. Proof of ownership (e.g. receipts) for your accessories may be required in order for us to assess your claim.
As part of this policy you are able to use AppleCare Services which includes:	 Service at Apple Stores and Apple Authorised Service Providers Apple-certified repair or replacement with Express Replacement Service. 24/7 priority access to AppleCare technical support via chat or phone. Software support for iOS, iCloud, and Apple-branded iOS apps. Hardware coverage for your iPhone, battery, and included earphones and accessories.
	- Get battery service if it retains less than 80% of its original capacity
é	The AppleCare Services runs from the date you purchased your device from Vodafone. When available you can have your mobile device repaired using AppleCare Services.
AppleCare Services	AppleCare Services are available in any Apple Store or via any Apple Authorised Service Providers in the UK, these services are also available in some other countries. For more information on which countries provide these services please contact us on 0333 304 3346 (standard call charges apply) or by visiting the AppleCare Services section on our website vodafone.co.uk/insurance . If you do use these services outside the UK then the currency and charges of that country will apply and the Apple Store or Apple Authorised Service Provider may repair or exchange parts or products with locally comparable equivalents.
	Any claims for additional accessories that were not included in the box with your Apple device are not eligible for AppleCare Services

What you are NOT covered for

Summary	Description
Excess.	You need to pay a contribution every time you make a successful claim of £79 in the UK.
	This is the excess.
	If you choose to visit an Apple Store or an Apple Authorised Service Provider in the UK to have your iPhone repaired and it has screen or back glass damage that can be repaired in-store then this excess will reduce to £25 for each. Meaning if both the screen and back glass need to be replaced, the excess will be £50 . For all other types of damage or if your iPhone cannot be repaired in-store and is subsequently replaced then the £79 excess will apply.
	If you visit an Apple Store outside the UK, different excesses may apply, please visit the AppleCare services section on vodafone.co.uk/insurance
Loss, theft, damage or	Taking care of your mobile device means:
breakdown as a result of not taking care of your mobile device.	 Not knowingly leaving your mobile device somewhere it is likely to be lost, stolen or damaged. Just think would you leave your wallet or purse there?
	 If you need to leave your mobile device somewhere then we expect you to lock it away out of sight if at all possible. If you cannot lock it away then you must leave it with someone you trust or concealed out of sight in a safe place.
	 Making reasonable enquiries to find your device if you think you have lost it.
	If you knowingly leave your mobile device where others can see it but you cannot and your mobile device is then lost or stolen we may not pay your claim.
	We will always take into account where you are and what you are doing when we assess whether you have taken care of your device. If we believe you have not taken care of your mobile device, and have knowingly taken a risk with it, we may decline your claim.
	If you knowingly leave your mobile device somewhere you can't see it but others can, we may decline your claim for not taking care of your mobile device for example:
	 In a cafe or pub you leave your mobile device on the table when you go to the bar to pick up your drink instead of taking it with you. Leaving your mobile device on display in your car or leaving your mobile device in the care of someone you don't know well.
	 If you are at the gym and you leave your mobile device on a bench in the changing rooms rather than taking it with you or storing it in a locker.
	Intentionally damaging your device.
	All of these examples increase the risk of it being lost, stolen or damaged and may result in your claim being declined. The examples are to help you understand what's covered, and are not the only reasons a claim could be rejected.

More than 3 claims in a 12 month period.	There is a limit of 3 successful claims in any twelve month period, beginning from the date of the first claim. Whether the device is repaired or replaced by the insurer or by AppleCare Services this would count towards this claim limit. When we have settled the third claim then this policy will automatically cancel. For example if you make your first claim on the 1st January, you are limited to only two more claims up until 1st January the following year. The policy will cancel on the date on which we settle your third claim.
Cosmetic damage.	We only cover damage if it stops the normal functioning of your mobile device. If it is just a scratch or dent, and your mobile device still works as expected, then we will not repair or replace it. We know scratches and scrapes to your mobile device aren't nice but we are here to fix your mobile device when it isn't working, so if it still functions as you would expect then we can't help. For example, a scratched screen would not be covered but a cracked screen would be covered.
Contents of your mobile device.	We only cover the mobile device, we don't cover the contents. This means that any pictures, software, downloads, apps, music or any other content is not covered by this policy so make sure you back it up regularly This also means that if any of the data or information stored on your device is used to access any existing accounts or opening new accounts through fraud, we do not cover any financial losses as a result of these acts.
	There are lots of ways to back up the contents of your mobile device and we suggest you do this regularly so if you have a claim and you lose your mobile device's contents as a result, you can download it on to your replacement mobile device and be up and running again in no time.
Unauthorised network charges.	You should report the loss or theft of your mobile device to Vodafone as soon as possible to limit unauthorised network charges (calls, data etc) as this is not covered under this insurance.
Other losses.	Any cost or losses that can't be resolved by the repair or replacement of your mobile device.
	We don't cover any loss of profit, opportunity, goodwill or similar losses. We just cover the mobile device and accessories.
Modifications.	If your mobile device has been modified in any way we will only replace the mobile device, we do not cover the modifications that have been made.
	Modifications are anything that changes the way your mobile device looks or operates from the original purchased item. This includes unlocking your device from the network, adding gems or precious metals.

Actions you will need to take on the loss or theft of your mobile device

Summary	Description
Tell Vodafone if your mobile device is lost or stolen as soon as you can.	You may be held liable for any unauthorised network charges (calls, data etc.) made after your device is stolen so it is important to block your device and SIM card with Vodafone as soon as possible.
	You can do this by calling us on 0333 304 0191 (standard call charges apply) or from abroad; +44 7836 191 191 (free from a Vodafone mobile).
If your mobile device is stolen report it to the Police.	Tell the Police about any stolen mobile device as soon as you can. We will ask you to provide the Police reference number before we will pay any claim for theft.
	If you have difficulty reporting your incident to the Police please contact us and we can provide advice on what to do.
	If you are outside of the UK when the mobile device is stolen, please contact the relevant local authorities to report the incident and obtain a reference number from them.
Report any loss or theft to the place you believe your mobile device has been lost or stolen from.	We expect you to report your mobile device as lost or stolen to the place you think it has been lost or stolen from.
	Often mobile devices are handed in to the place they were found at. We expect you to report the loss or theft of your mobile device to the place you think it was lost or stolen from or is most likely to be handed back to. We may ask you to provide the details of where your handset was lost or stolen from and actions you have taken to try to recover it.

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How to make a claim

Summary	Description
Step One:	Please make sure you have read the "Actions you will need to take on loss, theft, breakdown or damage to your mobile device" section as this tells you what we may need from you in order to settle your claim.
Step Two:	You should tell us about your claim as soon as you can after discovering the incident. You can do this by calling us on 0333 304 3346 (standard call charges apply) or from abroad; +44 7836 191 191 (free from a Vodafone mobile).
Step Three:	When you contact us, we will walk you through the simple claims process and tell you what information you will need to provide for us to assess your claim.
	You may be asked to complete a claim form or provide additional information in order to progress your claim. Failure to do so may result in your claim being delayed.
Step Four:	You will need to pay your excess for every successful claim. Your excess will be applied to your next Vodafone network bill.
	In the event your device is repaired or replaced by Apple then you will need to pay the excess at the time of repair directly to Apple. In this instance Apple will collect the excess on behalf of the insurer.
Step Five:	We will either repair your mobile device or send you a replacement.
	In the event of your mobile device being lost or stolen we will blacklist the mobile device to prevent it from being used.
	If you are claiming for a damaged device and we need to provide you with a replacement, we will not be able to send you the replacement device until we have been able to confirm that any locking mechanism has been removed (e.g. Find My iPhone).

Next day delivery

For claims where we are providing a replacement device this will be done by next day delivery once the claim has been approved, with the exception of UK Bank Holidays. This service is available for addresses in mainland UK except for the following postcodes:

AB31 to AB56 FK17 to FK21 HS1 to HS9 IV (All) PA20 to PA78 PH15 to PH18

During the first 3 months of this policy we can only send a replacement device to the Vodafone billing address.

What you need to know about the claims process

- This is not 'new for old' insurance, and replacement devices will come from fully refurbished stock (not brand new). Before we send any devices to settle a claim, we undertake a comprehensive checking process to ensure they are in full working order. All devices will come with a 1-year warranty. We will attempt to replace your device with one of the same colour but we can't guarantee to do this or replace any limited or special edition device.
- If we are unable to replace your device with the same make and model, we will contact you to discuss an alternative claim settlement.
- If any lost, stolen or damaged items are recovered after the claim is approved, they shall become the property of the insurer and must be returned to us immediately. Damaged mobile devices and accessories, parts and materials replaced by us shall become the property of the insurer.
- In some instances we may arrange to deliver your replacement device at the same time as collecting your damaged device. If you return a device or item other than the insured device we will either recover the replacement device, block the replacement handset to prevent it from being used or recover the cash value by adding this to your Vodafone network bill. The action taken will be at our sole discretion.
- Please ensure that you pick a date and time for delivery which is convenient for you and that you have your damaged mobile device available and ready for collection for that time. If you select a date/time for collection and delivery but are not available or do not have your damaged mobile device available for collection we will charge you £20 to cover our costs of having to redeliver at a later date.
- If you are claiming for a damaged mobile device and the device is replaced by Apple using the Express Replacement Service, in addition to returning the damaged device to Apple, Apple will take a credit card authorisation for the retail price of the replacement device and the shipping costs. When the replacement device is shipped to you, you must follow the instructions to return your damaged device. If you follow these instructions you will not be charged for the shipping costs of your replacement device or the device itself and the credit card authorisation will be cancelled. If you do not follow these instructions, Apple will charge the authorised amount to your credit card.

 If you visit an Apple Store outside the UK to make a claim, you will be responsible for payment of all customs duties and taxes or charges which may apply and for compliance with any applicable import or export laws.

What if your claim is rejected?

If you're not happy with the claims decision, we want to hear from you as soon as possible. Please follow the complaints process.

Fraud

We do not tolerate any aspect of fraudulent activity.

We work closely and share data with other insurers, law enforcement agencies, fraud prevention agencies, public bodies and airtime providers to identify fraud and support prosecution where appropriate evidence exists.

We, and other organisations, may access and use the information recorded by fraud prevention agencies, from both the UK and from other countries. It is important that when applying for insurance, or submitting a claim you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your policy or the fulfilment of your claim.

If false or inaccurate information is provided and fraud is identified then we may :

- Reject the claim and we may cancel your policy. If an excess has been paid this will be returned.
- Report you to relevant authorities and take legal action, if necessary, to recover any money already paid to you under this insurance policy.
- Pass the details onto your network or our distribution partner providing this service as part of a wider offering.
- Share details of the fraudulent claim with a number of industry wide fraud prevention databases. A list of participants and the name and address of the operators are available on request.
- Pass details to fraud prevention agencies.
- Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- Checking details on applications for credit and credit related accounts or facilities.
- To prevent and detect fraud.
- Managing credit and credit related accounts or facilities.

- Checking details on proposals and claims for all types of insurance.
- Checking details of job applicants and employees.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Please contact us at 0333 304 3346 (standard call charges apply) for details of the relevant fraud prevention agencies.

Price of your insurance

The price of this insurance is based upon the model and type of device you purchased, this includes any taxes or additional charges which may apply. The monthly premium will be collected by Vodafone on behalf of the insurer Assurant General Insurance Limited and is added to your Vodafone network bill. The amount you pay for this insurance is confirmed on your Certificate of Insurance and also by viewing your online bill at Vodafone.co.uk/myvodafone

Duration of this Policy

If you only wish to cancel your insurance policy, this policy has a three month minimum term beginning on the day you purchase the insurance. Please refer to the "Cancelling your insurance" section for more information on how to cancel your policy. This insurance policy will continue to run on a monthly basis until one of the following events happens:

- You contact us to cancel the insurance.
- The insurer cancels the insurance.
- In the event 3 successful claims are made in a continuous 12 month period.
- For customers with a Vodafone EVO Plan – when you no longer have both a Vodafone Device Plan and Vodafone Airtime Plan. In this case, this insurance policy will end at the same time as whichever of your Vodafone Device Plan and Vodafone Airtime Plan is terminated later. For example, if your Vodafone Device Plan terminates on 1 June and your Vodafone Airtime Plan terminates on 1 December, this policy would end on 1 December. Where it is your Vodafone Device Plan that is terminated later, this insurance policy will cancel within 7 days of us receiving confirmation of your final payment for your Vodafone Device Plan.
- For customers with a Vodafone Plan your insurance will end when your Vodafone Pay Monthly Price Plan is cancelled or disconnected.

We may also cancel your insurance if you fail to pay any monthly premium on time.

Cancelling your insurance

You can cancel this insurance within 30 days of receiving these terms and conditions without paying any extra fees or charges and the first month's premium will be refunded provided no claim has been made.

After the 30 day period you cannot cancel your insurance without paying the monthly premiums due for the 3 month minimum period beginning on the day you purchase the insurance. After this 3 month minimum period you can cancel at any time. We will provide a prorata refund for any unused period of insurance for the month in which you cancel.

To cancel this insurance policy please contact Lifestyle Services Group Limited on 0333 304 3346 (standard call charges apply).

The insurer can cancel the insurance without notice if you do not pay the monthly premium when due or if you make a claim which we believe to be fraudulent. Otherwise the insurer can cancel your insurance by giving you 30 days' written notice to your last known address or an email to the email address you provided.

Making a complaint

We will always try to be fair and reasonable. If you believe we have not provided you with a satisfactory level of service, please tell us so that we can do our best to resolve the problem.

If your complaint is relating to a **claim** or any other service provided by the insurer, Assurant General Insurance Limited, please contact our insurance partner Assurant on 0333 304 3346 (standard call charges apply), email Vodafone.insurance@Assurant.com or write to:

Vodafone Insurance, Lifestyle Services Group Limited, PO Box 98, Blyth, NE24 9DL.

Or, if you'd like to make a complaint about how your policy was **sold** to you, or anything related to your **bill** – please get in touch with Vodafone directly on 0333 3040 441 (standard call charges apply) or for an alternative way to complain please visit www.vodafone. co.uk/help-and-information/complaints

However you choose to get in touch, please remember to quote your mobile phone number.

If you are not happy with our decision you can, within 6 months of our final decision, refer your complaint for an independent assessment to the Financial Ombudsman Service. You can contact them at:

Freephone: 0800 023 4567. Call: 0300 1239 123 – standard rates apply. Email: complaint.info@financial-ombudsman.org.uk Web: financial-ombudsman.org.uk Write to them: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Nothing in these terms, including referral to the Financial Ombudsman Service affects your statutory rights.

Choice of law

English law applies to this policy. It's written in English and all communication with you will be in English.

If we need to change the terms of the policy

In the event that the insurer needs to change the terms, we will give you 30 days' notice in writing to your last known address. This will only be for valid reasons such as to respond proportionately to changes in the law or decisions of the Financial Ombudsman Service, to meet regulatory requirements, industry guidance or codes of practice, to proportionately reflect other legitimate cost increases or reductions associated with providing the cover.

Financial Services Compensation Scheme

Assurant General Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event they cannot meet their liabilities to you. General insurance contracts are covered for 90% of the entire claim with no upper limit. Further information is available from the FSCS by calling 0800 678 1100 (calls to this number are free) and online at fscs.org.uk.

Status disclosure

This cover is administered by Lifestyle Services Group Limited with a sole provider, Assurant General Insurance Limited. Lifestyle Services Group Limited administer and handle claims on behalf of Assurant General Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No. 202735. Lifestyle Services Group Limited is authorised and regulated by the Financial Conduct Authority, Financial Services Register No. 315245.

All firms' register details can be checked on the Financial Services Register by visiting the FCA's website fca.org.uk/register.

Company Details

Lifestyle Services Group Limited. Registered in England & Wales No.5114385. Registered Office: Emerald Buildings, Westmere Drive, Crewe, Cheshire, CW1 6UN. Assurant General Insurance Limited. Registered in England & Wales No. 2341082.

Registered Office: Emerald Buildings, Westmere Drive, Crewe, Cheshire, CW1 6UN.

Data Protection – How We Handle Your Personal Information

Assurant General Insurance Limited (part of the Assurant, Inc. group of companies), registered in England & Wales No. 2341082, with mailing address at PO Box 98, Blyth, NE24 9DL, is committed to preserving the privacy of our customers. Please read the following privacy notice to understand how we, as a data controller, collect, use and protect the personal information that you ("Policyholder" or "you") provide to us for purposes of providing the insurance policy ("Policy") to you.

Personal information that we collect from you

We collect and use the following personal information from you as part of providing your Policy to you:

- Name and contact details (e.g., postal address, telephone number, mobile number, email address, etc.);
- Policyholder information (e.g., policy number, certificate number, billing and payment history, etc.);
- Claims information (e.g., claim number, date of loss and reason, call history, loss details, Police reference number and supporting documentation, etc.);
- Covered device information (e.g., make, model, serial number, IMEI, etc.);
- Records of any correspondence regarding any specific enquiry; and
- Feedback that you provide on our services (including through customer experience surveys).

You can choose whether or not you provide this information to us, but if you decide not to do so, we will be unable to provide services under this Policy to you.

This information is intended to be used by Assurant General Insurance Limited for the following purposes:

- Performance of our obligations under the Policy and provision of the benefits under this Policy and including claims management. We use your information for these purposes where necessary for the performance of your contract of insurance with us.
- For automated decision making to assess insurance risks, detect fraud and administer your policy. For example, when you submit a mobile phone insurance claim, we carry out automated decision making. We may accept a claim or refer a claim to a specialist based upon your claim circumstances (for example – supporting claimsrelated documentation). If your claim is referred

to a specialist, you may be asked to provide additional information. If you have any concerns regarding the decision reached, you may contact us and we will arrange for a person to review your claim. We will need your name, email address, policy or account number and reason in relation to your request.

- For statistical analysis, customer experience surveys (where permitted and in compliance with applicable laws), performing internal administrative functions, handling customer enquiries, managing customer relationships and evaluating the appropriateness of this Policy and its benefits. We use your information for these purposes where necessary for pursuit of our legitimate interests (monitoring and improving our offerings and our customer experience and administering our internal processes).
- Risk evaluation and management (including operational risk), debt recovery and payment default prevention and evidence management.
 We use your information for these purposes where necessary for pursuit of our legitimate interests (protecting our business from fraudulent activity and recovering sums due).
- Anti-money laundering, anti-terrorism efforts and sanctions screening. We use your information for these purposes where necessary for compliance with our legal obligations.

Personal information that we collect from other sources

We also collect and use personal information about you from third parties. We will receive your name, contact information (including postal address and telephone number), customer number and policy information (e.g., level of cover) from your mobile carrier (through whom you have procured this insurance product) to enable us to administer and perform your contract of insurance with us.

We also receive information about you (relating to your identity and previous claims made) from fraud prevention agencies and similar organisations to help us to make decisions on insurance policies and claims for you; trace debtors, recover debt, prevent fraud and to manage your insurance policy and any claims; check your identity to prevent money laundering; and undertake additional fraud searches, where necessary in pursuit of our legitimate interests in protecting our business from fraudulent activity and recovering sums due.

Who we share your personal information with

Notes

Your personal information will be disclosed to other Assurant group companies, our service providers (such as Lifestyle Services Group Limited, an Assurant group company located in the United Kingdom), other insurance companies (e.g., reinsurers), and to any other entity or service provider contractually obligated to us for the purpose of performing tasks that directly relate to the above-described purposes.

To fulfill your claim, we also share your name, contact details (including postal address, email address and mobile number), and IMEI of your covered device with the manufacturer. For example, if you have an iPhone then we will share your device IMEI with Apple, and may also share your name and contact details as necessary.

In order to prevent or detect fraud or other criminal activity we share information about you with other organisations and public bodies including law enforcement agencies; within the Assurant group companies and with other insurers; with recognised centralised insurance industry claims review systems, with any service provider contractually obligated to us for the purpose of conducting fraud prevention and detection activities, where your details may be checked and updated; with fraud prevention agencies and databases - if you give us false or inaccurate information and we suspect fraud, we record this with fraud prevention agencies.

Your personal information will also be disclosed to public bodies and organisations to satisfy our legal and regulatory obligations, where required.

Where we send your personal information

With respect to the aforementioned purposes, your personal information may be transferred outside the European Economic Area to countries that do not have equivalent data protection laws (for example, if we share your data with Apple Distribution International – or ADI – that data will be processed and managed by Apple, Inc. which is located in the United States). To ensure an adequate level of security and protection, these transfers will be secured by standard contractual clauses adopted by the European Commission, in line