

This protection plan is provided on a non-advised basis so we have not made a recommendation regarding the suitability of this policy. This protection plan meets the demands and needs of those who wish to insure their product against theft, loss and accidental damage

PHONE CARE POLICY INFORMATION PACK

We've pulled together a quick overview for you here, which should give you a clear understanding of the main features of your Phone Care policy.

NAME OF INSURER:

The insurer of the policy is Aviva Insurance Limited, a company registered in Scotland, Registered No. 2116 with Registered office at Pitheavlis, Perth PH2 ONH. Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority. Firm Reference No 202153;

When we refer to Sections, we mean the Terms and Conditions included with this pack

WHAT'S COVERED?

THEFT, LOSS, DAMAGE & BREAKDOWN (SECTION 5)

Upon discovering the theft of your phone, you must report the theft to the police as soon as possible. A crime reference number from the police will be requested and validated as part of the claims process.

If your phone is damaged, lost or stolen, we will, where possible, replace it with the same make and model as your original phone. However if this is not possible we will provide an alternative replacement phone which may be a different colour, model or from a different manufacturer.

UNAUTHORISED USE COVER (SECTION 5)

For theft and loss claims, remember that in order to make a claim for unauthorised use costs, you should report this to your network provider within 24 hours of first noticing your phone is missing. Once you have provided us with your supporting evidence and your claim is accepted by us, we will cover the costs of any unauthorised use subject to a limit of £10,000.

ACCESSORIES COVER (SECTION 5)

We cover any standard accessories which are supplied along with your phone by the manufacturer and any additional item(s) purchased from e2save or Carphone Warehouse to be used specifically with your phone up to the value of £300. If for whatever reason we replace your phone with a different make or model and this means that you can no longer use your existing accessories, we'll replace them too.

WHAT'S NOT COVERED?

THEFT, LOSS, DAMAGE & BREAKDOWN (SECTION 5)

- We will not cover your phone or accessories against theft or loss if they have been deliberately left unattended and unsecured.
- We will not cover any theft claim from an unattended vehicle unless the phone was concealed, the vehicle was securely locked and the vehicle had been broken into.
- We will not cover any theft, loss or breakdown of your phone (or accessories) or damage to your phone (or accessories) that happens outside the UK more than 60 days after you have left the UK.
- We will not cover any claim for damage caused by general wear and tear, scratching or any other type of damage that does not affect how the phone works, i.e. cosmetic damage.

EXCESS (SECTION 6)

- The Excess is the amount you must pay towards the cost of a claim. You must pay the excess (shown on your insurance certificate) for each claim you make. There is no excess to be paid on a claim for breakdown.

ACCESSORIES (SECTION 5)

- We will not cover any accessories that were not lost, stolen or damaged at the same time as your phone.

PERIOD OF COVER:

The period of cover is shown in the certificate of insurance. Your policy will continue on a monthly basis, for a maximum of 5 years, unless it is cancelled by you or us before then.

HOW DO I MAKE A CLAIM? (SECTION 9)

1. If your phone has been lost or stolen we advise that you report this to the network provider within 24 hours of discovering it. To make a claim for unauthorised use you must notify your network provider within the 24 hours.
2. If your phone has been stolen, you must report it to the police and obtain a crime reference number.
3. To make a claim for theft or loss call us on 0870 111 7002 or alternatively visit one of our Carphone Warehouse stores. To make a claim for damage or breakdown, we recommend you visit any Carphone Warehouse store so that your phone can be promptly assessed. If you have difficulties in reaching one of our stores, please call us on 0870 111 7002.

CHANGING YOUR MIND – YOUR CANCELLATION RIGHTS (SECTION 10)

You may cancel your policy at any time. If you cancel within the first 14 days from the day of purchase, i.e. start date of your policy, or the day on which you received your policy documentation – whichever is the later date, you will receive a complete refund on premiums paid (unless you have made a claim). If you wish to cancel after the 14 days, you will not be entitled to any refund and will be covered up until the end of the month covered by your final payment.

If you cancel your policy, your phone will no longer be protected following the end of your cover period. You won't be able to start cover again in the future as we can only arrange cover for your phone when it's new. If you cancel your policy and have been paying by monthly Direct Debit, you will need to ask your bank to cancel the direct debit instruction.

If you want to cancel your policy please go to: www.geeksquad.co.uk/contact, call 0870 111 7002 or write to: Phone Care, PO Box 358, Southampton, SO30 2PJ.

OUR PROMISE OF SERVICE (SECTION 13)

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally.

If you are unhappy with any aspect of the handling of your insurance, please contact us through the following methods:

- Online at www.carphonewarehouse.com/complaints
- Calling us on 0870 111 7002. By letter, addressed to Phone Care Correspondence, The Carphone Warehouse, 1 Portal Way, London W3 6RS.

Aviva Insurance Limited and the Carphone Warehouse Limited are covered by the Financial Ombudsman Service for Complaints.

If you have complained to us and we have not been able to sort out your complaint, you may be entitled to refer it to this independent organisation. Following the complaints procedure does not affect your right to take legal action. You can find more details of our complaints procedure in the terms and conditions included with this pack.

FINANCIAL SERVICES COMPENSATION SCHEME

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

HOW TO CONTACT US

For any general queries, please visit www.e2save.com/insurance-info/phonecare.html or call us on 0870 111 7002. We will happily assist you with any queries you may have.

Telephone Call Recording

For our joint protection telephone any calls may be recorded and/or monitored.

IMPORTANT! DON'T GIVE YOUR DETAILS TO DISHONEST TRADERS.

We've found out that a number of traders pretending to be part of The Carphone Warehouse Limited have been contacting our customers claiming to offer Insurance. We do not pass on your details to suppliers of alternative Insurance products. To check if they are genuine, ask them to give you your customer reference number, which you can check against your insurance certificate. If you think the trader is not genuine, please let us know by calling us on 0870 111 7002. Don't give out your details unless you are sure the trader is genuine.

INSURANCE TERMS AND CONDITIONS

1. INTRODUCTION

These are the terms and conditions of **your** Phone Care e2save Insurance. **We**, Aviva Insurance Limited, underwrite this policy. These terms and conditions give **you** full details of what is covered, what is not covered and the limits and conditions that apply.

This Phone Care policy was purchased on e2save. Both Phone Care and e2save are trading names of the **Carphone Warehouse**. Whilst **Carphone Warehouse** has chosen **us** to be the insurer of this policy, and **we** will remain liable to **you** under these terms and conditions, members of The **Carphone Warehouse** Group will help **us** administer **your** policy and deal with claims.

If **you** have any questions about **your** policy, please visit www.e2save.com/insurance-info/phonecare.html. To make any changes, make a claim or speak to **us** about **your** policy, please call Phone Care on 0870 111 7002.

2. POLICY DEFINITIONS

Some of the words and phrases in this policy have specific meanings. When the words and phrases are printed in **bold**, these specific meanings apply, rather than their usual, everyday meanings.

Accessory / Accessories

Any standard accessories which are supplied along with **your phone** by the manufacturer and any additional item(s) purchased from **Carphone Warehouse** to be used specifically with **your phone**;

Breakdown

Failure of **your phone** to operate due to an internal electrical or mechanical fault happening after the date the manufacturer's warranty expires;

Carphone Warehouse

The Carphone Warehouse Limited, a company registered in England and Wales under company number 2142673 with registered office at 1 Portal Way, London W3 6RS;

Certificate

The Phone Care e2save Certificate issued by Phone Care on behalf of **Aviva** which forms part of **your** policy;

Damage

Accidental damage, including liquid damage and screen damage, caused by a sudden and unexpected event, or malicious damage caused by someone other than a **user**, that affects how the **phone** works;

Incident

The single circumstance which causes a claim for **damage**, theft, **loss** or **breakdown** to be made under **your** policy;

Loss or Lost

The accidental loss of the **phone** by the **user**;

Network provider

The company to which **your phone** is connected and that **you** pay for network services;

Other relevant authority

Any authority with the jurisdiction to handle reports of **lost** or stolen property where the police do not have jurisdiction;

Phone

The item covered by **your** policy as described on **your certificate**, or any replacement phone provided by **us**, in connection with a claim made under **your** policy;

Premium(s)

The sum(s) payable by **you**, for the cover provided under **your** policy, as set out in **your certificate**;

UK

England, Scotland, Wales and Northern Ireland; including the Isle of Man and the Channel Islands;

Unauthorised Use

Calls, data downloads, emails, internet usage, MMS messages and SMS messages made or sent following theft or **loss of your phone**;

User

You or any person known to **you** who has been given **your** permission to use the **phone** and who is using it at the time of the incident leading to a claim;

We, Us, Our, Aviva

Aviva Insurance Limited, a company registered in Scotland, registered number 2116 with registered office at Pitheavlis, Perth PH2 0NH and any agent **we** appoint. Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority;

You, Your

The person or company whose name appears on the **certificate**.

3. ELIGIBILITY

To be eligible for Phone Care e2save Insurance, **you** must:

- be resident in the **UK**; and
- be aged 16 years or over.

In the case of a business, the registered office or principal place of business must be situated in the **UK**.

4. THE CONTRACT OF INSURANCE

Contract of Insurance

- These terms and conditions and **your certificate** form the contract of insurance between **you** and **us**. Please read them and keep them safe.
- In return for **you** paying **your premium(s)**, **we** will provide the cover shown in these terms and conditions for **your phone** during the period of cover.
- Our** provision of cover under this policy is conditional upon **you** observing and fulfilling the terms, provisions and conditions set out in the contract of insurance.

Choice of Law

The law of England and Wales will apply to the contract unless:

- you** and **we** agree otherwise; or
- at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

5. COVER

Period of Cover

- Cover for **damage**, theft and **loss** will begin on **your** policy start date, which is shown on **your certificate**. Cover for **breakdown** will begin when **your** manufacturer's warranty expires.
- Your** policy will continue on a monthly basis, for a maximum of 5 years, unless it is cancelled by **you** or **us** before then.

3. If we replace your phone, cover will continue on the same basis as prior to the replacement.

Phone

Your phone is insured against damage, theft, loss and breakdown, subject to the terms and conditions of this policy.

Accessories

1. We will replace your accessories if:

- a. the accessories were damaged, stolen or lost in the same incident as the phone; or
- b. we replace your phone with a different make or model and this means that you can no longer use your existing accessories.

2. Before we can replace your accessories you must provide us with proof of purchase for them. We will replace your accessories up to the value of £300 only.

What is Not Covered

1. Any claim for damage caused by general wear and tear, scratching or any other type of damage that does not affect how the phone works, i.e. cosmetic damage.

2. Any claim for breakdown or damage due to:

- a. failure to follow the manufacturer's instructions and/or installation guide;
- b. non-hardware problems, e.g. software problems, data downloads and malware such as viruses, worms, spyware, adware or Trojan Horses;
- c. use of accessories which are not approved by the manufacturer of the phone;
- d. faults in any external electrical supply/connection;
- e. maintenance, repairs and/or any process of cleaning and/or restoring (unless we carried out the repair or restoration as a consequence of a claim which you made under this policy);
- f. any issue that is covered under the manufacturer's warranty.

3. Any claim for theft from an unattended vehicle unless:

- a. the phone has been concealed in a locked boot, luggage compartment or closed glove compartment; and
- b. the vehicle was securely locked, but broken into by using force and/or violence;

4. Any claim for theft or loss that occurs whilst the user has deliberately left the phone unattended and unsecured.

By unattended, we mean the phone is left, out of arm's reach, with no one known to the user, paying attention to, looking after or watching the phone.

By unsecured we mean the phone is left in a place where it can be easily picked up by a person the user does not know, without them having to use force and/or violence, except:-

- a. where the phone is in the private residence of the user or somebody known to the user, whilst the user is also present in that private residence at the time; or
- b. where the phone is in the workplace of the user and the user has taken reasonable steps to ensure the phone is not in plain sight.

5. Anything mentioned in the General Exclusions section.

Unauthorised Use

If your phone is lost or stolen, and your claim for this loss or theft is accepted by us, we will cover the costs of any unauthorised use subject to a limit of £10,000. This limit includes any taxes or charges made by your network provider.

For us to pay any unauthorised use costs you must:

1. notify your network provider of the loss or theft within 24 hours of discovering it. (They will block your SIM card so it can no longer be used); and

2. provide us with:

- a. an itemised bill from your network provider which clearly shows the unauthorised use and the costs incurred on your pay monthly contract. We may also request previous itemised bills from you; or
- b. if you have a pay as you go arrangement, you must provide evidence from your network provider of the credit available at the time of the loss or theft, or proof of your most recent top ups.

Worldwide Cover

This policy provides the same level of cover wherever the user is in the world provided they have not been outside of the UK for more than 60 consecutive days. If an incident occurs while the user is abroad, we will not replace your phone until the user returns to the UK.

Replacement Phone

1. If we replace your phone, where possible, we will replace it with the same make and model as your original phone. However, where this is not possible we will either;

- a. provide an alternative replacement phone which may be a different colour, model or from a different manufacturer. This may mean the features and functions will vary slightly, but the replacement will be of an equivalent specification to your original phone; or
- b. offer you a settlement in the form of vouchers or cash, for an amount not exceeding the retail price of your phone which applies at the time of your claim.

2. Any replacement phone will come from new or refurbished stock we have available. It will not include any stored information you had added to your original phone, including (but not limited to) any data, downloads, videos, music and applications. This will also apply if your phone is repaired.

3. We will try and ensure that you keep your existing telephone number, but if this is not possible because of the network provider or any other reason beyond our control, your replacement phone will be connected to a new telephone number.

4. If we settle your claim and replace your phone, the original phone will become our property. Where a lost or stolen phone is subsequently recovered, you may keep the replacement phone we provided you with, but the recovered phone must be returned to us.

5. If we replace your phone, we reserve the right to cancel your policy in accordance with the provisions set out in the 'Cancellation of Your Policy by Us' section.

6. EXCESS

We will not pay the first part of any claim for damage, theft or loss. This is known as the excess and we will collect it from you before replacing the phone, or after repairing it. The excess for each successful claim is shown on your certificate. There is no excess to be paid on a claim for breakdown.

7. GENERAL EXCLUSIONS

These exclusions apply to the whole policy

This policy does not provide cover for:

1. Any incident that occurred before the start date of this policy;
2. Any claim resulting from a manufacturer's defect or recall of the phone;
3. Any loss arising as a result of being unable to use the phone or any loss that is not the direct result of the insured incident

itself;

4. Any costs associated with cleaning, servicing, inspection or any adjustments of the **phone**, intended by the manufacturer to be routinely carried out by **you** or anyone else and specified as being such in the manufacturer's instructions and/or installation guide;
5. Any claim if the **phone** has been modified with technical enhancements or repaired by someone other than the manufacturer or one of its authorised repair agents. If the **phone** has been modified cosmetically the **phone** will be covered but not the cosmetic enhancements;
6. Loss of stored information, including (but not limited to) any data, downloads, videos, music and applications;
7. Any cost relating to the recompilation and/or re-installation and/or retrieval of data;
8. Any claim where **you** are not a **UK** resident at the time the **incident** occurred;
9. Any **incident** caused by a government or other authority confiscating **your phone**;
10. Any financial loss resulting from **your phone** being used without **your** consent to access **your** bank account, mobile wallet or similar, and/or make purchases, unless the loss is specifically covered under the 'Unauthorised Use' section;
11. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

a. War:

Any war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

b. Terrorism:

Any act or acts including but not limited to:

1. the use or threat of force and/or violence; and/or
2. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or claimed to be caused or occasioned in whole or in part for such purposes; and/or
- c. Any action taken in controlling, preventing, suppressing or in any way relating to war or terrorism;
12. Any **incident** caused intentionally by **you** or anyone who has permission to use **your phone**;

8. GENERAL CONDITIONS

These conditions apply to the whole policy

1. The policy is not transferable to any other person.
2. **Aviva** and the **user** must adhere to the terms of the policy. If the **user** does not adhere to the terms of the policy **you** may not be covered.
3. The **user** must take reasonable care to protect **your phone** and its **accessories** from being **damaged**, stolen or **lost**.
4. **You** must use and maintain **your phone** and **accessories** in line with the manufacturer's instructions.
5. **You** must pay **your premiums** on time.
6. If, at the time of an **incident** which results in a claim under this policy, there is any other insurance covering the same loss, **we** are entitled to approach that insurer for a contribution towards the claim.

9. CLAIMS

Making a claim.

1. If **your phone** has been **stolen**, **you** must report it to the police or **other relevant authority** upon discovering such **theft**, and request a crime reference number before **your** claim is submitted. **You** will be required to provide that reference number to substantiate **your** claim. If the police force **you** use cannot issue crime reference numbers, please call **us** on 0870 111 7002.
2. If **your phone** has been **lost** or stolen **we** advise that **you** report this to the **network provider** within 24 hours of discovering it. To make a claim for **unauthorised use** **you** must notify **your network provider** within the 24 hours.
3. **You** must make the claim within 60 days of discovering the **damage**, theft, **loss** or **breakdown**.
4. To submit a claim for **damage** or **breakdown** please bring **your phone** to a **Carphone Warehouse** store so that the **phone** can be assessed and, where appropriate, replacement or repair can be arranged.
5. To submit a claim for **theft** or **loss** call **us** on 0870 111 7002 or alternatively visit one of our **Carphone Warehouse** stores to submit a claim. **You** will need to provide **your** name, address, date of birth and the policy number shown on **your certificate**.

Handling claims

1. In handling **your** claim, **we** may take action in **your** name to recover from anyone else any costs **we** have incurred. **We** will pay the cost of taking this action.
2. **You** will be required to provide such information, documents or receipts reasonably necessary to support and/or verify **your** claim.
3. **You** may be required to provide information in writing and/or through a telephone interview with a claims investigator.
4. **We** will contact **your network provider** and/or the police to confirm that **you** have reported the **loss** or theft to them.
5. **We** will, at **our** sole discretion, settle claims by:
 - a. instructing **Carphone Warehouse** or another agent to provide **you** with a replacement **phone**;
 - b. instructing **Carphone Warehouse** or another agent to repair **your phone**; or
 - c. providing **you** with vouchers to spend with **Carphone Warehouse** or cash, for an amount not exceeding the retail price of **your phone** which applies at the time of **your** claim.

10. CANCELLATION

Cancellation of Your Policy by You

1. **You** may cancel **your** policy at any time. If **you** cancel within the first 14 days **you** will receive a complete refund on **premiums** paid (unless **you** have made a claim). If **you** wish to cancel after the 14 days, **you** will not be entitled to any refund and will be covered up until the end of the month covered by **your** final payment.
2. If **you** cancel **your** policy **you** will need to ask **your** bank to cancel the Direct Debit instruction.
3. **You** can cancel **your** policy by calling 0870 111 7002 or by writing to **us** care of Phone Care, PO Box 358, Southampton SO30 2PJ and notifying **us** of **your** wish to cancel or online at www.geekssquad.co.uk/contact.
4. **Your** policy cannot be cancelled in a **Carphone Warehouse** store.
5. **You** must cancel **your** policy if **you** no longer wish to insure the **phone** as described on **your certificate**.
6. **You** must notify **us** of any change to the **phone** to be

insured. Please refer to the 'Changes We Need To Know About' section for full details.

Cancellation of Your Policy by Us

1. **You** must pay **your premiums** on time. Where a **premium** is not paid on time, **we** will notify **you** of that failure and the cover under this policy will cease immediately from the time the payment was due. **We** will attempt to take payment again 14 days from the date **your premium** was due.
 - a. Where such Direct Debit succeeds or **you** have otherwise made payment of **your full outstanding premium(s)** within such a 14 day period, **your** cover under this policy will automatically resume from the date the original payment was due.
 - b. Where such Direct Debit fails or **you** have otherwise failed to make payment of **your full outstanding premium(s)** within such a 14 day period, **your** policy will be automatically cancelled, without the need for **us** to give any further notice to **you**. At **our** discretion, **we** may, following a request from **you**, allow this policy to resume where payment has been made after such a 14 day period, but **we** are under no obligation to do so. If **we** elect not to let **your** policy resume where payment has been made after the 14 day period, **we** will refund that payment only to **you**.
2. **We** may cancel this policy if **you** give or use false information, or withhold, or give incomplete information that **we** have requested. **We** will consider any action **we** may take with regards to **your** insurance policy. **You** need to be aware that this could result in **you** losing all entitlements and benefits under this policy.
3. **We** will immediately end this policy if **you** use **your phone** to commit a crime or to allow any crime to take place.
4. While the policy is in force, **you** must tell **us** of any changes in accordance with the 'Changes We Need to Know About' section.
5. **We** may cancel this policy at any time by giving **you** at least 30 days' written notice.
6. If **we** cancel **your** policy **you** will not be entitled to any refund.

11. CHANGES TO THIS AGREEMENT

Changes We Need To Know About.

1. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out **your** policy and when **you** make changes to **your** policy.

You must tell **us** about the following changes:

- a. **you** change **your phone**;
- b. **you** sell **your phone** or transfer ownership to another person;
- c. **you** change **your** address; and/or
- d. **you** change **your** bank details.

Please also advise **us** if **you**:

- a. change **your** mobile **phone** number and/or SIM; and/or
- b. cancel **your** airtime contract with **your network provider**. Please note **your** policy will not cancel automatically when **you** cancel **your** airtime contract with **your network provider**.

When **you** inform **us** of a change, **we** will tell **you** if this affects **your** insurance, for example, where **we** are able to accept the change and if so, whether the change will result in revised terms and/or **premium** being applied to the policy. If **you** do not inform **us** about a change if may affect any claim **you** make.

If the information provided by **you** is not complete and accurate **we** may:

- a. revise the **premium**; and/or
- b. cancel **your** policy; and/or
- c. refuse to pay a claim.

2. **You** must tell **us** if **you** wish to cancel **your** policy.

Changes We May Make To This Agreement

1. **We** may after taking a fair and reasonable view and no more than once in any 6 month period, make changes to **your premiums** and/or policy cover and/or terms and conditions of insurance, to reflect changes in **our** expectations of the future cost of providing cover.

These changes may cause **your premiums** and/or policy cover to go up or down but will not recoup past losses. When doing so **we** will only consider one or more of the following:

- a. **Our** experience and expectations of the cost of providing this insurance and/or other **Aviva** insurance of a similar nature;
- b. Information reasonably available to **us** on the actual and expected experience of underwriters of similar types of insurance;
- c. Widely available economic information such as inflation rates and interest rates; and/or
- d. The cost of administering **your** policy.

Any change made under this section will be notified to **you** in writing at least 30 days in advance.

2. **We** may, at any time make changes to:

- a. **your premiums** and/or policy cover and/or terms and conditions of insurance to reflect changes (affecting **us** or **your** policy) in the law or regulation or the interpretation of law or regulation, or changes in taxation;
- b. **your** policy cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which **we** intend to comply; and/or
- c. **your** policy cover and/or terms and conditions of insurance, in order to make them clearer and fairer to **you** or to rectify any mistakes that may be discovered in due course.

Any change made under this section will be notified to **you** in writing at least 30 days in advance. There is no minimum period between changes **we** make under this section.

3. **You** are free to cancel **your** policy in accordance with the 'Cancellation of Your Policy by You' section at any time, including following notification of any such change.

12. FRAUD

If **we** have reasonable grounds to believe that **your** claim is in any way dishonest or exaggerated **we** may cancel **your** policy and not pay any benefit or return any **premium** to **you**. **We** may also take legal action against **you**.

13. GENERAL INFORMATION

Data Protection

We may use the information **you** give **us** to manage **your** policy. **We** may share **your** information with other organisations to monitor **our** performance, carry out research, create statistics and/or prevent crime. **We** may also share **your** information with organisations from whom **you** have requested services or which are providing services under this policy on **our** behalf.

In order to provide the services to **you** under this policy, **we** may need to collect information from **you**, which the Data Protection Act defines as sensitive (such as criminal convictions). By taking out this policy, **you** give **us** **your**

permission to process such sensitive information and share it with our agents.

To prevent and detect fraud, we may share information about you with other organisations (including the police), carry out credit searches and extra fraud searches and check your details with fraud-prevention agencies.

Please note that your information may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it. If you would like us to tell you what information we hold about you, please write to us care of Phone Care at Data Protection Office, PO Box 375, Southampton SO30 2PU. We may charge a £10.00 administration fee. Please quote your full name, address and policy number on all requests.

If you give us information about another person, you confirm they have given you permission to provide it to us and for us to be able to process their personal information. You must also confirm that you have told them who we are and what we will use their information for.

If you have opted-in to marketing then we or any of our appointed agents may use your information to keep you informed by post, telephone, facsimile, e-mail, text messaging or other means about our own and third party products and services that may be of interest to you. Your information may also be disclosed and used for these purposes for a reasonable period of time after your policy has lapsed. By providing us with your contact details, you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information, please write to Phone Care at PO Box 358, Southampton SO30 2PJ.

In assessing any claims made, we or any appointed agents may undertake checks against publicly available information such as electoral roll, county court judgements, bankruptcy orders or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). When you make a claim we will pass information relating to it to a database. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history.

Other Information

1. Nobody but the user and us can benefit from this agreement under the Contracts (Rights of Third Parties) Act 1999.
2. If either you or we cannot do what we have promised under the terms of this agreement because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible (including other telecommunication providers), or acts of local or central Government or other competent authorities, such party will not be liable for this.
3. If you break any of the terms of this agreement, and we choose to overlook it, we may still cancel this agreement if you break its terms again.
4. Each of the terms of this agreement is separate from the others. If one part of a term is not valid, the rest of the agreement still applies.
5. We may use third party organisations to provide any of the services under this agreement on our behalf.
6. Calls to our 0800 telephone numbers are free when made

from a BT landline. Prices of calls made via other providers/mobile phones may vary.

Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.

Complaints

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your complaint to make sure that we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting us on 0870 111 7002, or in writing either via the Carphone Warehouse website at www.carphonewarehouse.com/complaints or by letter addressed to Phone Care Correspondence, The Carphone Warehouse, 1 Portal Way, London W3 6RS.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR

Telephone: 0800 023 4567 (free from landlines) or

0300 123 9123 (Calls to 03 numbers cost no more than a national rate call to an 01 or 02 number from any line including a mobile and will count towards any inclusive minutes you may have).

Or simply log on to their website at

www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU