



Welcome to Phonecare. We know how painful it can be without your phone, which is why we offer a 5 star Defaqto mobile insurance policy powered by Aviva one of the UKs largest insurance firms. This policy covers your new handset against loss, damage and theft. We also offer a next day replacement service. Simply pay your excess and we'll arrange for your new handset to get to you the next working day.

What we cover\*

- Loss
- Theft
- Unauthorised use
- Accidental damage
- Accessories
- Worldwide cover

\*Exclusions apply. For more detailed information please see pages 4 and 5

How our cover compares.

We understand that your new phone is a big deal, so naturally you will want to get the best cover available. There are many options to choose from in the market place.

The table below displays how Phonecare compares against some well-known names.

INSURANCE	Mobile Insurance	Platinum Current Account	Gadget Insurance	Platinum Account	Mobile Insurance	Theft, Loss & Accidental Damage Cover
Replacement period – Next working day or better ①	✓ <sup>②</sup>	X	X	X	X	X
Accidental Damage	✓	✓	✓	✓	✓	✓
Breakdown	✓	✓	✓	✓	X	X
Theft cover	✓	✓	✓	✓	✓	✓
Loss Cover included as standard	✓	✓	X	✓	✓	✓
Accessory Cover	£300 ③	£250	X	£250	£300 ③	£200
Unauthorised Use	£10,000	£1,500 ④	£10,000	£1,500 ④	X	X <sup>⑤</sup>

- ① Replacement period - Terms and conditions vary by provider.
- ② Upon acceptance of claim and payment of excess before 5pm.
- ③ Accessories purchased from the relevant retailer.
- ④ £450 cover limit for PAYG phones.

- ⑤ Reimburse unauthorised calls, which doesn't form part of the insurance contract.

Source Defaqto Matrix 25092014

### Your policy excess

The excess for each claim made on your Phonecare insurance is below.

Monthly premium	£3.99	£5.99	£7.99	£9.99	£11.99
Excess	£10	£30	£50	£60	£60

## INSURANCE TERMS AND CONDITIONS

### INTRODUCTION

These are the terms and conditions of **your** Phone Care Mobile 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.com. Both Phone Care and e2save.com are trading names of The Carphone Warehouse Limited. Whilst The Carphone Warehouse Limited have 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** need to make any changes to **your** policy, make a claim or just have a question, please call Phone Care on 0800 049 6189.

### THE CONTRACT OF INSURANCE

1. These terms and conditions and **your certificate** form the contract of insurance between **you** and **us**. Please read them and keep them safe.
2. In return for **you** paying **your premiums**, **we** will provide the cover shown in these terms and conditions for **your phone** during the period of cover.
3. **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.

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

#### **Damage**

Accidental damage, including liquid 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**,

### **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. Firm Reference Number 202153;

### **You, Your**

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

## **ELIGIBILITY**

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

- a. be resident in the **UK**; and
- b. 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**.

## **COVER**

### **Period of Cover**

1. 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 or Phone Care warranty expires.
2. If **you** pay **your premium** annually, cover continues for a period of 12 months from the date **your** policy started. **You** will have the option to renew **your** policy on each anniversary of this date, subject to a maximum term of 5 years, unless it is cancelled by **you** or **us** before then.
3. If **you** pay **your premiums** monthly, **your** policy will continue on a monthly basis, for a maximum of 5 years, unless it is cancelled by **you** or **us** before then.
4. If **we** replace **your phone**, cover will continue on the same basis as prior to the replacement.

### **Phone**

1. **Your phone** is insured against **damage**, theft, **loss** and **breakdown** whilst **your** policy is in force, subject to the terms and conditions of this policy.
2. Where **damage** or **breakdown** is covered, **we** will repair or replace **your phone**. Where theft or **loss** is covered **we** will replace **your phone**. See the 'Claims' section for full details.

### **Accessories**

1. **We will replace your accessories if:**
  - a. **we** replace **your phone** and 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 a limit of £300 per claim.

#### **What is Not Covered**

1. Any claim for **damage** caused by general wear and tear;
2. Cosmetic damage such as dents, scratches or any other type of damage that does not affect how the **phone** works;
3. 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. cosmetic enhancements, eg gold plating;
  - g. any issue that is covered under the manufacturer or Phone Care warranty;
4. Any claim for theft from an unattended vehicle unless:
  - a. the **phone** has been placed out of view in one of the vehicle's closed storage compartments; and
  - b. the vehicle was securely locked, but broken into by using force and/or violence;
5. 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;
6. 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 repair or replace **your phone** until the **user** returns to the **UK**.

## 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**.

## 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 any other **user** of **your phone**;

## 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. The **user** must use and maintain **your phone** and **accessories** in line with the manufacturer's instructions.
5. If **you** pay **your premiums** monthly, **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.

## CLAIMS

### Making a claim.

We settle all valid claims by replacing or repairing **your** phone. **You** must follow the procedure shown below when making a claim. If **you** do not adhere to this procedure **you** may not be covered or the cover **you** receive may be limited.

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 0800 049 6189.
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. For **damage** and **breakdown** claims, if **your phone** is security protected, **you** will need to remove this protection before **we** can process **your** claim. Eg Activation Lock on iPhones.
4. **You** must make the claim within 60 days of discovering the **damage**, theft, loss or **breakdown**.
5. 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. Alternatively if **you** are unable to bring the **phone** into store please call **us** on 0800 049 6189 and **we** can arrange for the **damage** or **breakdown** to be assessed.
6. To submit a claim for theft or **loss you** can call 0800 049 6189 or visit any **Carphone Warehouse** store. **You** will need to provide **your** name, address, date of birth and the policy number shown on **your certificate**.

### Handling Claims

All claims are handled as follows:

1. **We** settle claims by providing **you** with a replacement **phone** or repairing **your phone**. If we replace **your** phone, where possible, we will replace it with the same make and model as **your** original phone. If this is not possible, **we** will provide an alternative replacement **phone** that may be a different colour or model, or be made by a different manufacturer. This may mean the features and functions will be different, but the replacement will be of a similar specification to **your** original **phone**.
2. Our replacement phones are refurbished models. The remaining period of any existing manufacturer's warranty on **your** original **phone** will be transferred to the replacement phone. If there are less than 90 days left on **your** existing manufacturer's warranty, Phone Care will supply **you** with a new 90-day warranty.
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. Once **we** have settled **your** claim, 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**. To arrange this please call **us** on 0800 049 6189.

## 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).
2. If **you** have made a claim or if **you** wish to cancel after the first 14 days, and have paid an annual **premium**, **you** will be entitled to a proportionate refund, calculated on the number of unexpired, whole months remaining on **your** policy. If **you** pay monthly **premiums**, **you** will not be entitled to any refund and will be covered up until the end of the month covered by **your** final payment.
3. If **you** cancel **your** policy and pay **premiums** by Direct Debit, **you** will need to ask **your** bank to cancel this instruction.

4. **You** can cancel **your** policy by calling 0800 049 6189 or by writing to **us** care of Phone Care, PO Box 358, Southampton SO30 2PJ and notifying **us** of **your** wish to cancel.
5. **Your** policy cannot be cancelled in a **Carphone Warehouse** store.
6. **You** must cancel **your** policy if **you** no longer wish to insure the **phone** described on **your certificate**.
7. **You** must notify Phone Care 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. If **you** pay **your premiums** monthly, **you** must pay **your premiums** on time (General Condition 5). If a **premium** is not paid on time, **we** will notify **you** of this, and if the payment is not received within 14 days, either by **our** second attempt to take the payment, or **you** making the payment by alternative means, **your** policy will be cancelled from the date the **premium** was due 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.
2. **We** may also cancel this policy in the following circumstances:
  - a. If **you** withhold information, give or use false information, or give incomplete information that **we** have requested during a claim, **we** may decline the claim and may cancel the policy immediately. This could result in **you** losing all entitlements and benefits under this policy and where **your** actions are deliberate or reckless **you** will not be entitled to a refund.
  - b. If **you** use **your** phone to commit a crime or to allow any crime to take place, **we** will cancel it immediately with no refund of **premium**.
  - c. If **you** fail to tell us that **you** are no longer a UK resident or no longer own the **phone** shown on **your certificate**, in accordance with the 'Changes we need to know about' section, **your** policy will be cancelled with effect from the date that **we** became aware of such change and where a monthly **premium** is paid after this date, it will be refunded. If **you** pay **your premium** annually **you** will be entitled to a proportionate refund of the **premium** paid, calculated on the number of unexpired, whole months remaining on the policy.
  - d. **We** will monitor **your** claims during the life of **your** policy and if at any time **we** consider that the circumstances and number of claims submitted suggest that **you** are consistently failing to take reasonable care to protect **your phone** from **damage** or **loss** (General Condition 3), **we** may cancel **your** policy by providing **you** with at least 30 days' written notice. If **you** pay **your premium** monthly, the policy will be cancelled at the end of the period for which we last received **premium**. If **you** pay **your premium** annually **you** will be entitled to a proportionate refund of the **premium** paid, calculated on the number of unexpired, whole months remaining on the policy.
3. If **we** cancel **your** policy and **you** pay monthly **premiums**, **you** will not be entitled to any refund.
4. Except where it is stated otherwise, if **we** cancel **your** policy and **you** pay **your premium** annually **you** will be entitled to a proportionate refund of the **premium** paid, calculated on the number of unexpired, whole months remaining on the policy.

#### **FRAUD**

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

#### **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** or **your phone** has been replaced under **your** manufacturer's warranty;
  - 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 it 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 immediately; and/or
- c. refuse to pay a claim.

### Changes We May Make To This Agreement

1. If **you** have paid **premium** for a full year in advance then **we** may propose changes to **your** policy at the time of renewal of **your** policy, including changes to **your premium** and/or terms and conditions of insurance.

2. If **you** pay **your premium** monthly we may:

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

**Your premiums**, may go up or down but will not recoup past expenses. When making such changes **we** will only consider one or more of the following:

1. **Our** experience and expectations of the cost of providing this insurance and/or other **Aviva** insurance of a similar nature;
2. Information reasonably available to **us** on the actual and expected experience of underwriters of similar types of insurance;
3. Widely available economic information such as inflation rates and interest rates; and/or
4. 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.

b. at any time make changes to:

1. **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;
2. **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
3. **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.

### GENERAL INFORMATION

#### Choice of Law

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

- a. **you** and we agree otherwise; or
- b. 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.

### **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.

### **Telephone Call Recording and Charges**

1. For our joint protection telephone call may be recorded and/or monitored.
2. 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.

### **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 0800 049 6189, or in writing addressed to Phone Care, PO Box 358, Southampton SO30 2PJ.

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

Exchange Tower

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](http://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](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London,