

PLEASE ENSURE YOU READ AND UNDERSTAND THE FULL POLICY TERMS AND CONDITIONS FOUND ON PAGES 3-8 OF THIS DOCUMENT.



INSURANCE POLICY OVERVIEW

What is Phone Care Mobile Insurance?

Phone Care Mobile Insurance is an insurance policy that protects your mobile phone.

What are the benefits and features of Phone Care Mobile Insurance?

Once you take out Phone Care insurance you're covered for all sorts of useful things. However, there are some exceptions, so please refer to the information below and the full Terms and Conditions on pages 3-8 for further information.

KEY AREAS WE COVER:

- Damage to your phone, including liquid damage, that affects how the phone works.
- Breakdown of your phone after the manufacturer's or Phone Care warranty expires.
- Theft of your phone.
- Accidental loss of your phone.
- Cover for any accessories purchased from Carphone Warehouse that are damaged at the same time as your phone, up to £300.
- Worldwide cover.

For full Terms and Conditions see pages 3-8 for further information.

What are the significant or unusual exclusions or limitations of Phone Care Mobile Insurance?

There are some instances when we will not be able to fulfil your claim. Please see below what's not included in your Phone Care insurance policy.

KEY AREAS WE DO NOT COVER:

- Any claim for theft or loss that occurs whilst the user has deliberately left the phone unattended and unsecured.
- The excess you need to pay towards any claim (no excess on breakdown).
- Any claim when you have not paid your premiums.
- Loss of stored information such as music, video or photos.
- Any claim for unauthorised use.

Other exclusions apply, please refer to the terms and conditions on pages 3-9 for full details.

How much does Phone Care Mobile Insurance cost?

The cost of insurance premium depends on the value of the handset that is being insured. We group handsets into bands and you can see the band of your handset on your policy certificate or the website you bought your handset from. Refer to the table below to see the premium and excess for the level of cover you have selected and the band of your handset.

All prices include Insurance Premium Tax at the applicable rate.

Band	Monthly Premium	Excess
1	£2.99	£10
2	£3.99	£30
3	£5.99	£50
4	£6.99	£60
5	£8.99	£60

HELPFUL INFORMATION AT A GLANCE

For full terms and conditions for your insurance policy, please refer to pages 3-9 of this document. Remember you have 30 days from purchasing your new phone in which to take out a Phone Care Mobile Insurance policy. You can still cancel your policy after the 14 day cooling off period.

NAME OF INSURER

Aviva Insurance Limited underwrites your insurance policy.

PERIOD OF COVER

Your period of cover for accidental damage, theft and loss starts from the date this policy is purchased. Your period of cover for breakdown starts from the date the manufacturer's or Geek Squad warranty expires. You will pay monthly premiums, and will be provided with one month's cover for each monthly premium paid and cover will continue on a month-by-month basis, up to a maximum term of five years from the date this policy was purchased for this device, after which your cover will cease. Upon replacement of your product as per the Claims section (page 5), cover continues on the same basis as prior to replacement. Our replacement phones are refurbished models.

LARGE PRINT, AUDIO AND BRAILLE

This protection plan and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please call 0800 049 6189.

MAKING A CLAIM

If you need to make a claim, simply visit your local Carphone Warehouse store – you'll find the nearest one to you at www.carphonewarehouse.com/storelocator. Alternatively, phone our UK call centre for free on 0800 049 6189 between 8am-8pm Monday to Friday, 9am-6pm on Saturday and 10am-5pm on Sunday for help with your claim. Remember you need to let us know within 60 days of discovering the incident.

	Visit A Store	Call
	Find your nearest Carphone Warehouse at www.carphonewarehouse.com/storelocator	To speak to us about your policy or to make a claim, call us on 0800 049 6189 Lines are open Mon-Fri: 8am-8pm Sat: 9am-6pm and Sun: 10am-5pm
THEFT & LOSS Report the theft or loss to your network within 24 hours of the incident. For theft claims, obtain a Crime Reference Number by reporting it to the police	✓	✓
DAMAGE Your phone will be assessed for damage	✓	X
BREAKDOWN Check that your manufacturer's warranty has expired	✓	X

To make sure you have all the cover you need, please let us know if you change or sell your mobile, or if you change your address or bank details. Full information on changes we need to know about and how to cancel your policy is on pages 5-6 of this booklet. If you decide you'd like to end your policy, please call or go online, as we cannot do this in-store.

CANCELLING YOUR POLICY

You have the right to cancel your policy within 14 days of purchasing it. If you cancel your policy during this period you will be entitled to a full refund of the premium paid, provided there has been no claim. After this period, you will not be entitled to any refund and will be covered up until the end of the month covered by your final payment. For full details on cancelling your policy see pages 5 - 6. Please note you cannot cancel your policy in a Carphone Warehouse store.

MAKING A COMPLAINT

We hope that you will be very happy with the service that we provide. However, 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 either via the Phone Care website at www.geeksquad.co.uk/contact or by letter addressed to Phone Care, PO Box 358, Southampton SO30 2PJ. If you have complained to us and you are dissatisfied with our final decision, you may be able to refer the matter to the Financial Ombudsman Service. Following the complaints procedure does not affect your right to take legal action. For full details on our complaints procedure see page 8.

CHANGES TO THIS AGREEMENT

During your period of cover, we may make changes to your premium, policy cover or terms and conditions of insurance. If we decide to make such a change, we will write to you 30 days in advance. For full details, including reasons why we may make a change see pages 6-7.

FINANCIAL SERVICES COMPENSATION SCHEME

Aviva is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if Aviva cannot meet its obligations, depending on the type of insurance and the circumstances of your claim. For full details on FSCS see page 8.

INSURANCE TERMS AND CONDITIONS

Your Insurance Policy

These are the terms and conditions of your Phone Care Mobile Insurance. Aviva Insurance Limited underwrites 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.

Phone Care policies are underwritten by Aviva Insurance Limited and arranged and administered by The Carphone Warehouse Limited (CPW). Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. CPW carries on regulated and unregulated business. CPW is authorised and regulated by the Financial Conduct Authority in respect of its regulated business. CPW is not regulated in relation to the sale of this policy. Aviva is regulated in relation to the product and post-sale activities. Full details of the regulatory status of these companies can be found at www.fca.org.uk.

Contract of Insurance

These terms and conditions and your Phone Care Mobile certificate form the contract of insurance between you and us. Please read them and keep them safe.

In return for you paying your premiums, we will provide cover for the phone shown on your certificate, providing you remain the owner and anyone using the phone complies with these terms and conditions.

Eligibility

To be eligible for Phone Care insurance you, the person named on the certificate, must be:

- a. resident in the UK; and
- b. aged 16 or over.

Period of Cover

Cover begins on the start date shown on your certificate.

If you pay your premium monthly, cover will continue on a monthly basis, for a maximum of 5 years, unless it is cancelled by you or us before then.

If you pay your premium annually, cover will continue for a period of 12 months from the start date. You will have the option to renew your policy each year, subject to a maximum term of 5 years, unless it is cancelled by you or us before then.

Please note your policy will not cancel automatically if you cancel your airtime contract with your network provider. If we replace your phone, cover will continue on the same basis as prior to the replacement, unless we decide to cancel the cover for your replacement phone as described in the 'Cancellation of your policy by us' section.

Excess

This is the amount you need to pay towards any type of successful claim except breakdown and is shown on your certificate. We'll collect the payment from you before replacing the phone, or after repairing it.

WHAT WE'LL COVER

We'll either replace or repair your phone in the event of:

- damage - sudden and unexpected damage that affects how the phone works;
- breakdown - failure due to an internal hardware fault happening after the date the manufacturer's or Geek Squad warranty expires;
- accidental loss;
- theft.

We will pay up to £300 for:

Standard accessories supplied with your phone; and/or any case, charger, screen protector and/or memory card purchased from mobiles.co.uk, e2save.co.uk or the Carphone Warehouse, to be used specifically with your phone, if:

- a. you make a successful claim for your phone and the accessories were affected during the same incident; or
- b. we replace your phone with a different make or model and you can no longer use them.
The replacement phones we provide are refurbished models with a Phone Care warranty provided by The Carphone Warehouse. The Phone Care warranty will match either the period of time you had left on your original phone's manufacturer's warranty or 90 days, whichever is greater. For more information please see the MAKING A CLAIM section.
Cover applies worldwide providing you remain a UK resident.

WE WON'T COVER

1. Theft from an unattended vehicle unless the vehicle was locked and the phone concealed from view.
2. Any claim for theft or loss that occurs whilst the user has deliberately left the phone unattended and unsecured.
 - a. By unattended, we mean the phone is left, out of arm's reach, with no one trusted by the user, taking care of it.
 - b. 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:
 - 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
 - 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.
3. Any incident caused intentionally by you.
4. Any incident that occurred before the start date of this policy as shown on your certificate.
5. Any breakdown that is covered by the manufacturer's or Phone Care warranty, or any claim resulting from a manufacturer's defect or recall of the phone.
6. Any claim for a phone that has been replaced directly by your manufacturer under their warranty, unless you have been able to provide us with proof of the IMEI exchange.
7. Any claim due to modification, maintenance, repairs and/or any process of cleaning and/or restoring.
8. Cosmetic enhancements you've made to your phone, for example plating or embellishment with precious metals, stones or crystals.
9. Stored information, including (but not limited to) any data, downloads, videos, music and applications and any costs relating to the retrieval of data.
10. Non-hardware problems, e.g. software problems, data downloads and malware such as viruses, worms, spyware, adware or Trojan Horses.
11. Any costs incurred to you by your network provider in the event of unauthorised calls, messages, data or downloads.
12. Any financial loss resulting from your phone being used with or without your consent. E.g. to access your bank account, mobile wallet or similar, and/or make purchases.
13. Any incident caused by a Government body or other authority confiscating your phone.
14. 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;
 - c. Any action taken in controlling, suppressing or in any way relating to war or terrorism.

THINGS YOU MUST DO

1. Pay your premiums on time.
2. Take reasonable care to protect your phone and its accessories from being damaged, lost or stolen.

MAKING A CLAIM

1. To claim for damage or breakdown, please bring your phone to a Carphone Warehouse store so we can assess it and arrange a repair or replacement. If you are unable to bring your phone into a store please call us on 0800 049 6189. If the incident happens outside the UK, we will not be able to deal with your claim until the phone is in the UK and available for assessment.
2. To claim for loss or theft, 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. Replacement phones will only be sent to UK addresses. You can also visit www.e2save.com/help/insurance for more information on how to make a claim.
3. If your phone has been stolen, you must report it to the police, and request a crime reference number (CRN) before your claim is submitted. You will be required to provide the CRN to substantiate your claim. If you cannot obtain a CRN, please call us on 0800 049 6189.
4. We recommend that you report any loss or theft to your network provider as soon as possible to limit the charges for any unauthorised use. Please speak to your network provider for more details.
5. You should make any claim as soon as possible.
6. For damage and breakdown claims, if your phone is security protected, you will need to remove this protection before we can process your claim. E.g. Activation Lock on iPhones.
7. Where we replace your phone, we will attempt to provide you with the same make and model as your original phone. If this is not possible, we will provide an alternative phone that may be a different colour or model, or be made by a different manufacturer. This may mean the features and functions will differ, but the replacement will be of a similar specification to your original phone. Replacement phones 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 may also apply if your phone is repaired.
8. Our replacement phones are refurbished models which come with a Phone Care warranty provided by the Carphone Warehouse. The Phone Care warranty will match either the period of time you had left on your original phone's manufacturer's warranty or 90 days, whichever is greater. In the unlikely event that the replacement phone you receive breaks down within this warranty period, Phone Care will repair the phone under the warranty. For more information or to find out how to make a claim on a Phone Care warranty please call us on 0800 049 6189 or visit us online at www.e2save.com/help/insurance. Cover for breakdown under your insurance policy will resume when the Phone Care warranty expires.
9. You may be required to provide information, documents or receipts reasonably necessary to support and/or verify your claim. If you make a claim for accessories you will be required to provide proof of purchase before we can settle your claim.
10. If, at the time of an incident, there is any other insurance covering the same loss, we are entitled to approach that insurer for a contribution.
11. Once we have settled your claim, the original phone will become our property. Where a lost or stolen phone is recovered you may keep the replacement phone we provided you with, but the recovered phone must be returned to us.

CANCELLING YOUR POLICY

Cancellation of your policy by you

1. If you cancel within the first 14 days you will receive a full refund of premiums paid (unless you have made a claim).
2. If you have made a claim or you wish to cancel after the first 14 days, you can cancel your policy from the end of any insured month, by giving notice that you wish to cancel before the end of that month.
The insured month is the month beginning on the date your policy starts and ending on the same date of the following month, and each subsequent month after that.
You will be entitled to a proportionate refund, calculated on the number of unexpired, insured months remaining for which you have paid.
3. If you no longer wish to insure the phone named on your certificate you can provide notice to cancel your policy by calling 0800 049 6189, by writing to us care of Phone Care, PO Box 358, Southampton SO30 2PJ, or visiting us online at www.e2save.com/help/insurance.

Cancellation of your policy by us

1. We (or any agent we appoint and who acts with our specific authority) may also cancel this policy for any valid reason.

Valid reasons include, but are not limited to:

- a. Where a premium is not paid on time (as required in THINGS YOU MUST DO 1). If this happens we will contact you by letter or email to notify you of this. If the payment is not received within 14 days from the date of the letter we will cancel your policy from the date the premium was due without the need for us to give any further notice to you. We may, at our discretion, allow this policy to resume where a payment is made after this 14 day period, but we are under no obligation to do so.
 - b. If you use your phone to commit a crime or to allow any crime to take place we will cancel your policy immediately and notify you of this in writing.
 - c. Where we reasonably suspect fraud or where you have failed to provide us with complete and accurate information as required by the 'Changes we need to know about' section we may refuse any claim and cancel your policy immediately. Where your actions are deliberate or reckless you will not be entitled to a refund. We may also take legal action against you.
 - d. If we replace your phone following a claim, we may, after considering your previous claims history, decide that we are not willing to continue providing cover in respect of the replacement phone. If this happens we will write to you to notify you of this.
2. Unless otherwise stated above, if we cancel your policy we will give at least 30 days written notice to the last known home or email address you have provided to us.
 3. Unless otherwise stated above, if we cancel your policy you will be entitled to a proportionate refund of the premium you have paid based upon the number of unexpired insured months remaining on the policy for which you have paid.

CHANGES WE NEED TO KNOW ABOUT

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

You must tell us about the following changes:

- a. you no longer own the phone (including where the phone has been replaced under your manufacturer's warranty);
- b. you are no longer a UK resident;
- c. you change your mobile phone number;
- d. you change your home or email address;
- e. you change your bank details (if you pay monthly).

If the information provided by you is not complete and accurate we may cancel your policy immediately and/or refuse to pay a claim. If you do not inform us about a change it may affect any claim you make.

CHANGES WE MAY MAKE TO THIS AGREEMENT

After taking a fair and reasonable view and no more than once in any 12 month period, we may make changes to your premium, policy cover and/or terms and conditions of insurance, to:

- a. reflect changes in our expectation of the future cost of providing cover;
- b. reflect changes (affecting us or your policy) in the law or regulation, or the interpretation of law or regulation or changes in taxation;
- c. reflect decisions or recommendations of an ombudsman, regulator or similar person, or any code of practice, with which we intend to comply;
- d. make them clearer and fairer to you or to rectify any mistakes that may be discovered in due course.

Your premiums may go up or down but will not recover past expenses.

If you pay annually we will notify you of any changes we are making to your policy when we contact you at renewal of your policy. Changes will become effective from your renewal date.

If you pay monthly any change made under this section will be notified to you in writing at least 30 days in advance.

You are free to cancel your policy in accordance with the 'Cancellation of your policy by you' section.

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.

Choice of Law

The law of England and Wales will apply to the contract unless at the date of the contract you are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law of that country will apply.

Use of Language

The contractual terms and conditions and other information relating to this contract will be in English.

Data Protection

Aviva Insurance Limited, a company registered in Scotland, registered number 2116 with registered office at Pitheavlis, Perth PH2 0NH, United Kingdom is the data controller with regard to the personal data we collect from you and process in the context of your insurance policy. This Data Protection section and the collection and processing of your personal data are governed by and construed in accordance with the applicable laws and regulations of the United Kingdom including the UK Data Protection Act 1998.

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) 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 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 calls may be recorded and/or monitored.
2. Calls to our 0800 telephone numbers are free from any UK line including a mobile.

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 make a complaint

- a. We will acknowledge your complaint promptly.
- b. 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 14 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 either via our website at www.e2save.com/help/insurance or by letter addressed to Phone Care, PO Box 358, Southampton SO30 2PJ.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from UK landlines and mobiles) 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.

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