

Lifeline Digital Terms and Conditions

We, Aviva Insurance UK Limited (Aviva), underwrite this policy. The Carphone Warehouse Limited (The Carphone Warehouse) has chosen us to provide You with a range of insurance policies covering risks relating to Products such as theft and accidental damage. If You have any questions about Your Policy, please call The Carphone Warehouse Customer Services on 0800 149 1450.

Eligibility

In order to be eligible for Lifeline Digital You must be:

- Resident in the United Kingdom;
- Aged 16 years or over; and
- Have purchased Your Product from The Carphone Warehouse or one of its trading divisions no more than 30 days before taking out this Policy

This document sets out the terms and conditions of Your Policy. You must read this document in conjunction with Your Certificate. Together, this document and Your Certificate constitute Your agreement with Aviva.

1. DEFINITIONS

Whenever the following words or phrases appear, they shall have the following meanings:

Certificate - The insurance certificate issued by The Carphone Warehouse and forming part of Your Policy;

Claim - Any claim You make under Your Policy;

Damage - The accidental or malicious breaking of Your Product, caused solely by external means, including damage by liquid. This does not include any faults within the Product itself, or damage caused intentionally by You;

Excess - The amount that You have to pay towards Your Claim, as shown on Your Certificate;

Loss - The accidental loss of the Product by You or someone You have authorised to use the Product;

Network Provider - The company to which Your Product is connected, and that You pay for network services (where applicable);

Policy - The Lifeline Digital insurance policy to which You subscribe, which is set out on Your Certificate and which is governed by the terms of this agreement;

Premium - The sums payable by You in consideration for the benefits provided under Your Policy as set out in the Certificate;

Product - The computer or USB/Wi-Fi modem covered by Your Policy as described in the Certificate;

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

Theft or Stolen - Instances where someone unlawfully takes Your Product from You or from any other person using and/or storing the Product with Your permission;

Territorial Limits - The United Kingdom, including the Isle of Man and the Channel Islands;

Unattended - Instances where the Product has been left unsecured outside the view of You or any other person authorised by You to use the Product;

You, Your - The person whose name appears on the Certificate. If the Policy is in the name of a company, "You, Your" includes that company and all the employees, directors, agents and contractors of that company; and

We, us, our, Aviva - Aviva Insurance UK Limited, Registered in England No. 99122, registered office 8 Surrey Street, Norwich NR1 3NG, who underwrite this Policy, and any agent we appoint. Authorised and regulated by the Financial Services Authority

2. WHAT IS COVERED

We will cover You, or anyone else who has Your permission to use Your Product, for the following:

- 2.1 Damage to Your Product Your Policy provides cover for Damage to Your Product, subject to the provisions of clause 3 below. Where Damage is covered, We may repair Your Product. Where We are unable to repair Your Product, or where it is not cost effective for Us to do so, We will offer You a replacement Product in accordance with the terms of clause 2.3 below.
- 2.2 Theft or malicious damage of Your Product
If Your Product is stolen or maliciously damaged, you must report the matter to the police in accordance with clause 5.1.1 below. Where applicable, You should also report the Theft to Your Network Provider as soon as possible and arrange for the line to be barred. Where We replace Your Product, this will be in accordance with the terms of clause 2.3 below.
- 2.3 Replacement Product
- 2.3.1 If We replace Your Product, We will use reasonable efforts to replace it with the same make and model as Your original Product.
- 2.3.2 Where this is not possible We may, at our discretion, either provide a replacement Product which may:
 - (i) be a different model; or
 - (ii) be made by a different manufacturer; or
 - (iii) vary slightly in features and functions; or
 - (iv) offer You the monetary equivalent of the current retail value of Your Product at the time of Your Claim.
- 2.3.3 Any replacement Product will come from stock We have available (which may be refurbished). This Policy will apply to Your replacement Product unless We cancel Your Policy in accordance with clause 4.3 below.
- 2.3.4 If We settle Your Claim and replace Your Product, the original Product will become our property and where a Stolen Product is subsequently recovered, that original Product must be returned to us.
- 2.3.5 We will send You a new Certificate for Your replacement Product.

3. WHAT IS NOT COVERED

3.1 Specific Exclusions of this Policy

This Policy does not cover You for the following:

- 3.1.1 Any product other than the Product described on Your Certificate, unless it is a replacement Product issued under clause 2.3 or a warranty replacement;
- 3.1.2 Loss of the Product;
- 3.1.3 the costs of any unauthorised data usage (e.g. data downloads, email use or similar) made after the time the Product was Stolen;
- 3.1.4 the Excess, as shown on Your Certificate, which applies to each Claim that You make;
- 3.1.5 Theft of or malicious Damage to Your Product if Your Product is Stolen or maliciously Damaged:
 - (i) whilst left Unattended in any motor vehicle of any description, unless the motor vehicle is securely locked and the Product is placed out of public view; or
 - (ii) whilst left Unattended in a public place; or
 - (iii) whilst left Unattended in any other easily accessible place unless the Product is maliciously Damaged or Stolen by a person who has entered the place without permission, or has Stolen or maliciously Damaged the Product by using force, violence or deception.
- 3.1.6 Damage to Your Product:
 - (i) caused intentionally by You or anyone who has permission to use Your Product; or
 - (ii) caused by general wear and tear, scratching, or any type of Damage that doesn't affect how the Product works; or
 - (iii) caused by mechanical or electrical breakdown or design faults; or
 - (iv) caused by or through misuse or failure to follow the manufacturer's instructions; or
 - (v) caused by changes You have made to the Product through maintenance, repairs and/or any process of cleaning and/or restoring; or
 - (vi) that takes place on any boat that is less than three metres long.
- 3.1.7 Theft or Damage occurring outside of the Territorial Limits;
- 3.1.7 instances where You are not a resident of the United Kingdom at the time of the Damage or Theft;
- 3.1.8 Loss of any Data downloaded onto the Product.

3.2 General Exclusions

Your insurance Policy does not provide cover for:

- 3.2.1 loss of information stored in memories, including (without limitations) any data, downloads, videos and music;
- 3.2.2 loss of value, loss of use or any consequential loss (including but not limited to any economic loss or other loss of turnover, profits, business, goodwill or expected savings), except as set out elsewhere in this Policy;
- 3.2.3 any cost relating to the recompilation and/or re-installation and/or retrieval of data;
- 3.2.4 breakdown or damage caused by non-hardware problems, including but not limited to software problems, viruses, worms, spyware, adware or Trojan Horses;
- 3.2.5 loss or damage caused by any government or public authority confiscating Your Product;
- 3.2.6 costs caused by the Product being routinely serviced, inspected, adjusted or cleaned;
- 3.2.7 the Product failing to work due to a technical fault;
- 3.2.8 Damage to or Theft of battery chargers or batteries unless they were Damaged or Stolen at the same time as Your Product;
- 3.2.9 costs involved in sending Your Product for repair or collecting it once it has been repaired, except as otherwise agreed in writing with The Carphone Warehouse;
- 3.2.10 costs of repairing or replacing Your Product where the Damage is covered by the manufacturer's guarantee or warranty;
- 3.2.11 Your Product being Damaged or Stolen as a result of war, riot, terrorism, revolution or any similar event; and
- 3.2.12 where, if Your Product is dependent upon a SIM card to work, that Product does not contain the SIM card at the time of the Theft or Damage.

3.3 Alternative cover

If You have any other insurance policies, which would also cover the Theft or Damage to the Product for which You are claiming under the Policy, We reserve the right to pay only a proportionate share of the claimed sum. If You do make a claim with another insurer for the same incident for which You have Claimed with us, You must tell us about that other claim. We may then make arrangements to settle the Claim with You directly and obtain the proportionate share from the other insurer or we may let the other insurer settle the Claim with You directly and We may pay the other insurer a proportionate share of the Claim.

3.4 Your Duties

- 3.4.1 You must take reasonable care to protect Your Product and its Accessories from being Stolen or Damaged.
- 3.4.2 You must use and maintain Your Product and Accessories in line with the manufacturer's instructions.
- 3.4.3 You must tell Us about any changes that may affect the use of Your Product including (1) any Network Provider changes, (2) any upgrades, and (3) any changes or replacements resulting from a manufacturer's warranty claim.
- 3.4.4 You must pay Your Premium as and when they become due.
- 3.4.5 You must adhere to the provisions in clause 5.1 below in respect of how to make a Claim.
- 3.4.6 Failure to comply with any of Your obligations under this Agreement and most particularly in relation to this clause 3.4 may invalidate any Claims that You make under this Policy.

4. PERIOD OF COVER AND CANCELLATION

4.1 Period of Cover

- 4.1.1 Your period of cover will start from the start date shown on Your Certificate and subject to clauses 4.2, 4.3 and 4.4 will continue
- (i) for a maximum of 5 years if You pay the Premium on a monthly basis;
 - (ii) for a period of 12 months from the start date if You paid on an annual basis.
- 4.1.2 We reserve the right to refuse to renew Your period of cover as a result of any previous non-payment of Your Premium.

4.2 Cancellation of Your Policy by you

- 4.2.1 You have the right to cancel Your Policy within 14 days from the day You have received Your Lifeline Digital welcome pack. If You cancel Your Policy within these 14 days in the manner set out in clause 4.2.3 below, You will be entitled to a full refund of the Premiums You have paid. If You have already made a Claim, We may ask You to pay back any money We have paid to settle the Claim or return any replacement Product provided.
- 4.2.2 If You don't cancel Your Policy within these 14 days, it will continue and You will need to make the monthly payments. If You then decide You want to cancel the Policy, You can do so at any time by contacting us as set out in clause 4.2.3 below. Although there is no charge for any such cancellation, We cannot refund any part of the monthly Premium You have paid, unless You have paid any such Premium for a full year in advance, in which case You will be entitled to a refund of any such Premium, subject to a deduction for the time during which the Policy has been provided. This will be calculated on a pro rata basis.
- 4.2.3 You can cancel Your Policy online at www.carphonewarehouse.com/cancelpolicy by writing to Lifeline Digital Plus Correspondence, The Carphone Warehouse Limited, PO BOX 358, Southampton, SO30 2PJ or by calling 0800 049 1450 and notifying us of Your wish to cancel.

4.3 Cancellation of Your Policy by us

- 4.3.1 You must pay Your Premium 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. Where You pay Your Premium by direct debit, We will attempt to take payment again 14 days from the date Your Premium was due.
- (i) Where such Direct Debit succeeds or You have otherwise made payment of Your full outstanding Premium within such 14-day period, Your cover on this Policy will automatically resume and Your Premium must continue to be paid, without the need for us to give notice to You.
 - (ii) Where such direct debit fails or You have otherwise failed to make payment of Your full outstanding Premium within such 14-day period, Your Policy will be automatically cancelled, without the need for us to give notice to You. At our discretion We may allow this Policy to resume (in which case Premium must continue to be paid) where Payment has been made after such 14-day period, but We are under no obligation to do so.
- 4.3.2 We may cancel this Policy if You give or use false information or withhold relevant information in Your application for this Policy. If You give us any false information, or Claim dishonestly in any way, You will lose all entitlements and benefits under this Policy. We will also immediately end this Policy if You use Your Product to commit a crime or to allow any crime to take place.
- 4.3.3 While the Policy is in force, You must tell us any fact relating to Your circumstances or to changes in those circumstances, which might be relevant to this Policy.
- 4.3.4 Your cover for Your Product under this Policy will end immediately (although Your Policy might not terminate unless cancelled by You under clause 4.2 and You may still be liable for the Premiums) if any of the following conditions apply:
- (i) You sell, transfer ownership or give away Your Product to someone else;
 - (ii) You change Your Product in any way, other than as a result of a successful insurance or manufacturer's warranty claim where The Carphone Warehouse is notified and approves the changes; and/or
 - (iii) You exchange Your Product for any reason, other than as a result of a successful insurance or manufacturer's warranty claim where The Carphone Warehouse is notified and approves the exchange.
- 4.3.5 If You have paid Premium for a full year in advance, then We may choose not to renew this Policy at the expiry of such year, provided that We have given You at least 21 days' written notice of Our decision not to renew.
- 4.3.6 We may cancel this Policy at any time by giving You at least 30 days' written notice.
- 4.3.7 If We cancel Your Policy other than pursuant to clauses 4.3.1 or 4.3.2, You will be entitled to a refund of the Premium paid, subject to a deduction for the time during which the Policy has been provided. This will be calculated on a pro rata basis.

5. CLAIMS & COMPLAINTS

5.1 Claims

5.1.1 Making a Claim

- (i) If Your Product has been Stolen or Damaged maliciously, You must report it to the police within 48 hours of discovering such Theft or Damage and get a crime reference number. You may be required to provide that crime reference number to substantiate Your Claim.
- (ii) Customers should also contact their mobile broadband Network Provider as soon as possible to disconnect their mobile broadband service if their USB/Wi-Fi modem or similar connection device (including an inbuilt mobile modem) has been Stolen.
- (iii) To submit Your Claim, call Customer Services on 0800 049 1450. You will need to provide Your name, address, date of birth and the policy number shown on Your Certificate.
- (iv) You must make the Claim within 60 days of discovering the Damage or Theft.

5.1.2 Handling Claims

- (i) In handling Your Claim, We may take action in Your name to recover from anyone else any payment We have made, the cost of any calls We have made, and/or the cost of any temporary or permanent replacement Product provided under this Policy. We will pay the cost of taking this action.
- (ii) You will also be required to provide such information, documents or receipts reasonably necessary to support and/or verify Your Claim.
- (iii) We may settle Claims by paying You directly or by paying The Carphone Warehouse or another shop or agent for the provision of repairs or a replacement for the Product.

5.2 Complaints

- 5.2.1 We aim to give excellent service to all our customers but We recognise that things do sometimes go wrong. We take all complaints We receive seriously and aim to sort out all our customers' problems promptly. If You are not happy with it for any reason, We would like to hear from You. To complain, please contact us as follows:
- (i) In writing, addressed to: Lifeline Digital Plus Correspondence, The Carphone Warehouse Limited, PO BOX 358, Southampton SO30 2PJ.
 - (ii) Via our website at: www.carphonewarehouse.com/insuranceandsubmitaform.
 - (iii) By telephone, on number: 0800 049 1450.
Please make sure that You always include Your name and address and the Policy number shown on Your Certificate. You can also obtain a full copy of our internal process for handling complaints using the contact details listed above.
- 5.2.2 We will do our best to resolve Your complaint straight away; however, if this is not possible We will send a written acknowledgement of Your complaint within five working days. We will investigate Your complaints and respond as quickly as possible and provide a full written response.
- 5.2.3 If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS) in writing at The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

6 GENERAL INFORMATION

6.1 Communication

- 6.1.1 If We need to send You notices or if You need to send us notices, other than as provided in clauses 4 and 5 above, these notices must be in writing and can be delivered by hand or first-class post to the other's address, as shown on the Certificate. 'In writing' also includes:
- (i) by text messages from us to Your mobile-phone number; or
 - (ii) by e-mail from us to You at the address You give.
- 6.1.2 Notices sent by first-class post will be considered to have arrived at their destination 48 hours after they are posted. Notices delivered by hand or given by SMS or e-mail shall be deemed to have been delivered the day after the day on which the notice is sent. Notices given by telephone (which shall only be accepted in respect of notices given under clause 5.2.1 above) shall be deemed to have been delivered during the course of the telephone call.

6.2 Changes to this Agreement

- 6.2.1 If You have paid Premium for a full year in advance, then We may propose changes to this Agreement at the time of renewal of Your Policy, including changes to Your Premium and/or Policy cover and/or terms and conditions of insurance.
- 6.2.2 If You pay Premium on a monthly basis, We may at any time, and after taking a fair and reasonable view, make changes to:
- (i) Your Premium and/or Policy cover and/or terms and conditions of insurance to reflect Our experience and expectations of the cost of providing this product and/or other Aviva products of a similar nature;
 - (ii) Your Premium and/or Policy cover and/or terms and conditions of insurance to reflect information reasonably available to Us on the actual and expected experience of insurers of similar products;
 - (iii) Your Premium and/or Policy cover and/or terms and conditions of insurance to reflect widely available economic information such as inflation rates, interest rates and unemployment rates; and/or
 - (iv) Your Premium and/or Policy cover and/or terms and conditions of insurance to reflect the cost of administering Your Policy.
- 6.2.3 We may, whether You pay Premium on a monthly basis or have paid Premium for a full year in advance, at any time make changes to:
- (i) Your Premium 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;
 - (ii) 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
 - (iii) 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.
- 6.2.4 Any change made under clause 6.2.2 or 6.2.3 above will be notified to you in writing at least 30 days in advance. You are free to cancel Your Policy in accordance with clause 4.2 above following notification of any such change.

6.3 Details of Your insurer

We provide this Policy. Our address is 8 Surrey Street, Norwich, NR1 3NG, and our registered number is 99122. We are authorised and regulated by the Financial Services Authority. We have appointed The Carphone Warehouse, a subsidiary of Best Buy Europe Distributions Limited (Best Buy). We and The Carphone Warehouse may use the resources of and transfer responsibilities under this Policy to other companies within the Best Buy Europe Distributions Limited group of companies (the Best Buy Group).

6.4 Data Protection

- 6.4.1 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 Agreement on Our behalf.
- 6.4.2 In order to provide the services to You under this Agreement, 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.
- 6.4.3 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.
- 6.4.4 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 at the address provided in clause 6.3 above. We may charge a £10.00 administration fee. Please quote Your full name, address and Policy number on all requests.
- 6.4.5 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 (including any sensitive information (such as medical history)). You must also confirm that You have told them who We are and what We will use their information for.

6.5 Other Information

- 6.5.1 Relevant United Kingdom law will apply to this Agreement and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this Agreement.
- 6.5.2 Unless otherwise agreed in writing, the contractual terms and conditions and other information relating to this contract will be in English.
- 6.5.3 Nobody but You and Us can benefit from this Agreement under the Contracts (Rights of Third Parties Act 1999).
- 6.5.4 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.
- 6.5.5 If You break any of the terms of this Agreement, and We choose to overlook it, We can still cancel this Agreement if You break its terms again.
- 6.5.6 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.
- 6.5.7 We may use third party organisations to provide any of the services under this Agreement on Our behalf.
- 6.5.8 Calls to Our telephone numbers will be charged at standard rates unless otherwise specified and may be monitored and/or recorded.

6.6 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, 7th floor Lloyds Chambers, Portsooken Street, London, E1 8BN.

*Calls are free from BT landlines. Call costs from mobiles and other networks will vary. Calls may be monitored and recorded for quality and training purposes.