

TERMS AND CONDITIONS

mobiles.co.uk is part of The Carphone Warehouse Group. The Carphone Warehouse has chosen Aviva Insurance UK Limited to give you a range of insurance policies covering risks such as theft and accidental damage relating to phones. In these terms and conditions when we say 'we', 'us' or 'our' we mean Aviva Insurance Limited.

We have designed the Phone Care policy to suit your needs. We and The Carphone Warehouse are committed to providing the best possible service if you need to make a claim – after all, it's what your Phone Care policy is about.

If you have any questions about your Phone Care policy, please visit www.carphonewarehouse.com/insurance or call The Carphone Warehouse Customer Service on **0870 111 7002**. Thank you for buying Phone Care.

This document sets out the conditions of your phone insurance policy. It also sets out your and our responsibilities. You must read this policy with your Phone Care certificate. This policy pack is part of your contract with The Carphone Warehouse and Aviva Insurance UK Limited.

1 Definitions

Accessories – Any additional electrical mobile phone products purchased at mobiles.co.uk at the same time as, and to be used with, the mobile phone covered under this policy.

Certificate – The certificate that shows details such as your name, the premium and phone covered. It forms part of this policy, so you must read it with this policy.

Claim – Any claim you make under this policy. We will decide whether to settle claims by:

- Paying you direct; or
- Paying The Carphone Warehouse or another retailer or network provider for supplying a phone or services to you.

Damage – Your phone breaking or failing to work properly (not due to a fault in the phone itself). Damage includes faults caused by liquid.

Excess – The amount you pay towards your claim (shown on your certificate). You must pay this amount towards all claims, on top of any other amount you may have to pay.

Insurance intermediary services – The services provided under the contract you entered into with The Carphone Warehouse for handling insurance and claims.

Losing your phone – When you (or someone you have given permission to use your phone) accidentally lose your phone during the period of cover.

Monthly line rental – The charges you have to pay each month to your network provider under your airtime contract for connecting your phone. It does not include any charges for calls, texts and so on.

Period of cover – Any period for which we have accepted your premium as shown on your certificate (up to five years), at which point we will offer you the chance to buy a new policy.

Phone – The mobile phone described in the certificate, including the standard accessories supplied with the phone by the manufacturer of the phone.

Policy – This insurance policy agreement between you and us.

Premium – The money set out in the certificate that you agree to pay us under this policy in return for the benefits set out in it.

Pay As You Go – The network service offered by your network provider:

- Which you do not pay monthly line rental for; and
- Where you can buy a voucher beforehand to make calls, send messages and so on.

Network provider – The network company your phone is connected to so you can make calls and send messages.

mobiles.co.uk/The Carphone Warehouse – mobiles.co.uk is a trading name of The Carphone Warehouse Limited, which has supplied the phone to you and which acts as our insurance agent.

Theft or stolen – When someone takes your phone from you or any other person you have given permission to use or look after it.

Territorial limits – The United Kingdom.

We, us, our – Aviva Insurance UK Limited. Registered in Scotland No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. FSA No. 202153. Authorised and regulated by the Financial Services Authority.

You, your – The person whose name appears on the certificate. If you have taken out this policy on behalf of a company, 'you, your' includes all the employees of that company.

2 Damage to your phone

We may repair your phone if it has been damaged and can be repaired. If it costs too much to repair, we will replace it with a similar product, as long as you have paid your premium and bring the damaged phone to The Carphone Warehouse. We will not repair the phone if it has broken down and is covered by the manufacturer's warranty. The most we will pay for any single claim for damage is £450.

3 Theft of your phone

We may replace the phone with a similar one if it is stolen. The most we will pay for any single claim for theft is £450.

4 Accessory cover

If we replace your phone, we will also replace any accessories designed to be used with it up to the value of £100. We will replace the accessories only if they were stolen or damaged at the same time as your phone. The accessories must have been provided by or bought from The Carphone Warehouse or mobiles.co.uk and you must have proof, such as a receipt, that you bought them. If we replace your phone with a different make or model and because of that you can no longer use your own accessories, we will also replace those accessories. We will replace any accessories with new ones unless we agree otherwise with you.

5 Replacement phone

a If we replace your phone, the replacement phone may:

- Be a different model;
- Be made by a different manufacturer; or
- Have different features and functions.

b Any replacement phone will come from stock we have available (which may be refurbished). This policy will apply to the replacement phone unless we tell you otherwise within 14 days of you receiving the replacement phone. We will try to make sure you can keep your existing phone number. If this is not possible because of the network provider you have chosen or for any other reason beyond our control, we will connect the replacement phone to a new phone number only.

6 What you need to know about clauses 2, 3 and 4

This policy does not cover you for the following.

- a** The excess, as shown on the certificate, which will not be covered for each claim you make.
- b** Losing the phone or any related accessories.
- c** We will not cover your phone or accessories being damaged or stolen if they are:

- Left in, or stolen from, any motor vehicle;
- Left in, or stolen from, a public place or a place that people who you don't know can get to easily;
- Left in, or stolen from, any other place unless the phone is damaged or stolen by a person who has entered the place without permission; or
- Damaged or stolen as a result of something you or any person using the phone with your permission have done or not done to make this more likely to happen.

d We will also not cover damage to your phone or accessories:

- That takes place on any boat that is less than three metres long;
- Caused by general wear and tear, scratching, mechanical or electrical breakdown, or any type of damage that doesn't affect how the phone works; or
- Caused by changes you have made to the phone, maintenance, repairs, design faults, or any process of cleaning or restoring.

e We will not cover your phone or accessories being damaged or stolen outside the territorial limits more than 60 days after you first left the territorial limits with the phone or accessories.

f We will not cover prepay costs or monthly line rental, call or other costs no matter how these arose.

g We will not cover any of the following costs:

- Loss of value, loss of use, or loss of information stored in the phone's memory, or any other resulting loss (including, but not limited to, any financial loss or other loss of turnover, profits, business, goodwill or expected savings), except as set out elsewhere in this policy.
- Damage to or theft of aerials, battery chargers or batteries unless they were damaged at the same time as your phone.
- Your phone being damaged or stolen as a result of something you, your employees or any person using the phone with your permission have done or not done to make this more likely to happen.
- Any government or public authority taking your phone by law.
- Costs involved in returning your phone for repair or collecting it once it has been repaired.
- Costs of repairing or replacing your phone or accessories if the damage is covered by the manufacturer's guarantee.

h We will not cover your phone being stolen if you:

- Do not report it to your network provider within 24 hours; and
- Do not report it to the police and receive a crime reference number within 48 hours.

7 What you need to know for all policies

The following conditions apply to all policies.

a War risks. We will not cover your phone being damaged or stolen as a result of war, riot, terrorism, revolution or any similar event.

b Where you live. You are only covered under this policy if you live (permanently or for tax purposes) in the United Kingdom at the time your phone is damaged or stolen.

c Territorial limits. We only provide cover for damage or theft that takes place:

- Within the United Kingdom, (the territorial limits); or

- Anywhere else in the world as long as you are not outside the UK for more than 60 days in a row.

d Airtime agreements and using SIM cards. We will not cover your phone being damaged or stolen if you are behind with any payments due under your airtime contract with your network provider. This policy only covers your phone while it is connected to a network provider and contains your network provider's SIM card, unless your phone is being serviced or does not need a SIM card to work.

e Phones that are stolen and then found. If we replace your phone or accessories under this policy because they have been stolen, we will own your original phone or accessories. If the original phone or accessories are found, you must return them to us.

f Other insurance. If you have any other insurance policies, which cover the same damage or theft you claim for, we will pay only a share of the cost. You must tell us if you have other insurance that covers you.

g Changes. You must tell us about any changes you make to your phone, unless The Carphone Warehouse arranged the changes. You must also tell us about any changes to your airtime agreement with your network provider. This policy will end immediately if any of the following conditions apply.

- You sell, transfer to someone else or give away your phone;
- You change your phone in any way;

• You change your phone for any reason other than under a manufacturer's warranty exchange scheme or a claim under this policy, and an organisation other than The Carphone Warehouse supplies the new phone.

h False information, fraud and illegal use. We may cancel this policy if you give or use false information or withhold relevant information in your application for this policy. If you tell 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 phone to commit a crime or to allow any crime to take place. While the contract 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 contract.

i Period of cover. Cover will start from the start date shown on your certificate and will continue for the period of cover shown on your certificate (up to five years).

We will automatically renew this policy as long as:

- You continue to pay the premium; and
- The cover has not ended since the start date of the policy as shown on the certificate.

The conditions of your renewed policy will be the same as these conditions unless we have told you otherwise. If there has been a break in the period of cover because you have not paid the premium, we may refuse to renew your policy even if you pay the premium. We will return the premium to you if this happens.

j Cancelling your policy

• If you do not pay the premium at the agreed time, we will assume that you want to end this policy. You will no longer be covered by this policy.

• You will receive the first month of your Phone Care policy free. If you want to cancel the policy at any time after the end of the free month period, please visit www.carphonewarehouse.com/insurance or call Customer Services on **0870 111 7002**. However, we will not refund any part of the premium you have paid.

• We can cancel this policy by giving you one month's written notice. We may cancel this policy immediately if you do not pay the premium.

k Cancelling your policy because of a claim

- If we replace your phone (the whole phone or part of it) under this policy, we may choose not to transfer this policy to your new phone.
- If we decide not to continue this policy, we will write to you at the address we have on file within 14 days of providing the replacement phone (and any replacement accessories if these apply). This policy will then end 14 days after the date of our letter.

I Details of your insurer. We provide this policy. Our address is: **Aviva Insurance Limited**, Pitheavlis, Perth, PH2 0NH.

We have appointed The Carphone Warehouse Limited, part of The Carphone Warehouse Group PLC (CPW), as our agent. mobiles.co.uk is a trading name of The Carphone Warehouse Limited, which has supplied the phone to you and which acts as our insurance agent. We and The Carphone Warehouse may transfer our responsibilities under this policy to other companies within the CPW group. The Carphone Warehouse may charge you a fee for providing their services as our agent. Any fee they charge is not part of this policy and is covered by a separate contract between you and The Carphone Warehouse.

The Carphone Warehouse acts as an agent for us when selling and managing insurance policies and receives insurance premiums and pays claims as our agent.

8 Your personal information

a We, our associated companies and agents may use the information you give us to manage your insurance policy. We may share your information with other organisations to:

- Monitor our performance;
- Carry out research;
- Create statistics; and
- Prevent crime.

We may transfer your information to any country, including countries outside the European Economic Area, for any of the purposes shown above and for administration purposes. If we share your information, we will make sure that anyone we pass your information to agrees to treat your information with the same level of protection that we do.

If you give us information about another person, you must 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.

You have the right to see and correct any personal information we hold about you. However, we will charge a fee for this service.

b Sensitive information. To assess the conditions of the insurance contract or pay claims, we may need to collect information from you, which the Data Protection Act defines as sensitive (such as your medical history or criminal convictions). By taking out this insurance policy, you give us your permission to process your sensitive information and share it with our agents.

c Preventing and detecting fraud. 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. If you give us false or inaccurate information and we suspect fraud, we will record this. If you ask, we can give you details of the databases we use or contribute to.

9 General

a If we need to send you notices or if you need to send us notices, these must be in writing and can be delivered by hand or first-class post to the other's address, as shown on the certificate. These notices will then be considered to have arrived at their destination 48 hours after they are posted. 'In writing' also includes by:

- Text messages from us to your phone number;
- Email to us at the address we give you; and
- Email to you at the address you give.

b We may change these conditions at any time. If a change puts you at a major disadvantage or increases the premium, we will give you notice of that change either by:

- Writing to you at your last known address; or
- Publishing them on our website (www.carphonewarehouse.com).

c This policy is the whole agreement between us and replaces any other agreements, policies, understandings and arrangements between us about your phone.

d If you break the conditions of this policy, and we choose to overlook it, we can still end the policy if you break its conditions again.

e Nobody but you and us can benefit from this policy under the Contracts (Rights of Third Parties) Act 1999.

f Each of the conditions of this policy is separate from the others. If one part of a condition is not valid, the rest of the policy still applies.

g Financial Services Compensation Scheme. Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If we cannot pay what we owe, you could be entitled to compensation from this scheme, depending on the type of insurance and the circumstances at the time. You would be covered for all of the first £2,000 of any claim and 90% of the rest, without any upper limit. You can get more information about the scheme from the FSCS website at www.fscs.org.uk, or write to: **Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portoken Street, London E1 8BN.**

10 Making a claim

If your phone or any of its accessories are stolen or damaged, you must do the following:

- Report any theft to your network provider as soon as possible after discovering the theft, and no later than 24 hours after discovering it;
- Report any vandalism or theft to the police within 48 hours of discovering it. You must get evidence in writing (for example, a crime reference number) showing that you have done so;
- Visit www.carphonewarehouse.com/insurance or any Carphone Warehouse store or call us on **0870 111 7002**, as soon as possible to tell us about the damage or theft and make a claim. Please keep the damaged phone and accessories as you will need to return these to The Carphone Warehouse. You must make the claim within 60 days of discovering the damage or theft.

11 Handling claims

We are entitled to the following:

a 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, or the cost of the temporary phone, replacement phone, or accessories provided under this policy. We will pay the cost of taking this action.

b We are entitled to all the information, documents and help we need from you for any part of this policy.

c We may contact your network provider (if it applies) to confirm that you have a current airtime contract with them and that you have told them about any theft.

12 Settling claims

We may settle claims by paying you directly or by paying The Carphone Warehouse or other shop, airtime supplier or agent.

13 Taking care of your phone

You must take reasonable care to protect your phone and its accessories from being stolen, damaged or used in a way that is not appropriate. You must use and maintain the phone and its accessories in line with the relevant manufacturer's instructions.

14 Complaints

a 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 sort out all our customers' problems promptly. To make sure that we provide the kind of service you expect, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

If you have a complaint about Phone Care, your local Carphone Warehouse store will be happy to help you. You can also call The Carphone Warehouse Phone Care Customer Services on **0870 111 7002** or visit **www.carphonewarehouse.com/complaints** to make a complaint. We will acknowledge your complaint within two working days. We aim to sort out complaints as quickly as possible.

b Our advisers will try to solve your complaint as quickly as possible.

What to do if you are not satisfied

c If you are not happy with our response, you may write to: Head of UK Insurance, **Phone Care Correspondence, The Carphone Warehouse, PO Box 358, Southampton, SO30 2PJ.**

Please give your name and address, and the policy number shown on your certificate of insurance.

d If you are still not happy with how we have dealt with your complaint, you can ask for a free and independent assessment, within six months of our final decision, from the Financial Ombudsman Service at: **The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.**

If you contact the Financial Ombudsman Service, this will not prevent you from taking more legal action.

General information

We, Aviva Insurance Limited, insure this policy. We are registered in Scotland No. 2116. Our registered office is **Pitheavlis, Perth, PH2 0NH**. We are authorised and regulated by the Financial Services Authority. When writing to us about your policy, please write to: **Phone Care Correspondence, The Carphone Warehouse, PO Box 358, Southampton, SO30 2PJ**

The Carphone Warehouse Limited acts as our agent in selling and managing our insurance policies and will deal with you as our customer. From time to time The Carphone Warehouse may act as introducer in relation to the products of other insurers. The Carphone Warehouse is authorised and regulated by the Financial Services Authority (FSA).

This can be confirmed on the FSA's register by visiting the FSA's website **www.fsa.gov.uk/register** or by contacting the FSA on **0845 606 1234**.

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

- You and we agree otherwise;
- On the date you take out the contract, you are in (or, if you are a business, your registered office or main place of business is in) Scotland or Northern Ireland. In that case, the law of that country will apply (unless we and you agree otherwise).

Unless we agree otherwise, these terms and conditions and other information relating to this contract will be in English.