

PLEASE ENSURE YOU READ AND UNDERSTAND THE FULL POLICY TERMS AND CONDITIONS FOUND ON PAGES 3-9 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 3-9 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 accessories purchased from e2save.com, mobiles.co.uk or The Carphone Warehouse that are damaged at the same time as your phone, up to £300.
- Worldwide cover.

For full Terms and Conditions see pages 3-9 for further information.

### What are the significant 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.
- × Any claim for theft from an unattended vehicle, unless the vehicle was locked and the phone concealed from view.
- × 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.

### NAME OF INSURER

Aviva Insurance Limited underwrites your insurance policy.

### PERIOD OF COVER

Your period of cover starts from the date your policy is purchased. Please note that breakdown cover only applies if the manufacturer's or Phone Care warranty has expired. You 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 phone, after which your cover will cease, unless it is cancelled by you or us before then. Where we provide you with a replacement phone as per the MAKING A CLAIM 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 policy 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](http://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.

|  | Visit A Store  | Call  |
|--|--|---|
|  | Find your nearest Carphone Warehouse at <a href="http://www.carphonewarehouse.com/storelocator">www.carphonewarehouse.com/storelocator</a> | To speak to us about your policy or to make a claim, call us on <b>0800 049 6189</b><br>Lines are open Mon-Fri: 8am-8pm<br>Sat: 9am-6pm and Sun: 10am-5pm |
| <b>THEFT &amp; LOSS</b><br>Report the theft or loss to your network as soon as possible. For theft claims, obtain a Crime Reference Number by reporting it to the police | ✓  | ✓   |
| <b>DAMAGE</b><br>Your phone will be assessed for damage  | ✓  | X   |
| <b>BREAKDOWN</b><br>Check that your 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 page 6 of this pack. 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.mobiles.co.uk/contactus](http://www.mobiles.co.uk/contactus) or by letter addressed to Phone Care, PO Box 692, Salford, M5 0PG. 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 9.

## 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 page 6.

## 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.

### 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, the person named on the certificate or anyone who uses the phone on a regular basis, must be:

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

### Period of Cover

Cover begins on the start date shown on your certificate. Cover will continue on a monthly basis, for a maximum of 5 years, unless it is cancelled by you or us before then. Please contact us if you cancel your airtime contract with your network provider, as your Phone Care policy will not be cancelled automatically.

If we repair or replace your phone, cover will continue on the same basis as prior to the repair or replacement, unless we decide to cancel the cover as described in the 'Cancellation of your policy by us' section.

If at our discretion we settle your claim in cash, we will not be able to continue cover for a replacement phone purchased by you, and the policy will be cancelled with effect from the date of the incident which gave rise to the claim.

### 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 after your claim has been accepted and before your claim is settled.

### 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.
3. Provide complete and accurate information where reasonably requested by us. Failure to do these things may result in your claim being declined or your cover being cancelled.

### WHAT WE'LL COVER

We will, at our discretion, 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 Phone Care 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 [e2save.com](http://e2save.com), [mobiles.co.uk](http://mobiles.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 12 months, whichever is greater. For more information please see the MAKING A CLAIM section.

Cover applies worldwide providing you, or anyone who uses the phone on a regular basis remains 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 arms 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 due to modification, maintenance, repairs and/or any process of cleaning and/or restoring.
7. Cosmetic enhancements you've made to your phone, for example plating or embellishment with precious metals, stones or crystals.
8. Stored information, including (but not limited to) any data, downloads, videos, music and applications and any costs relating to the retrieval of data.
9. Non-hardware problems, e.g. software problems, data downloads and malware such as viruses, worms, spyware, adware or Trojan Horses.
10. Any charges from your network provider in the event of unauthorised calls, messages, data or downloads.
11. 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.
12. Any incident caused by a government body or other authority confiscating your phone.
13. 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.

## 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.mobiles.co.uk/phonecare.html](http://www.mobiles.co.uk/phonecare.html) for more information on how to make a claim.
3. If your phone has been lost or stolen we will need verification from your network provider that the phone has been blocked. We recommend you contact them as soon as possible as this will also limit any charges you may incur for unauthorised use. Please speak to your network provider for more details about charges you may incur.
4. 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**.
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 accept your claim, we will attempt to replace your phone with the same make and model as your original phone. If this is not possible, we will provide an alternative phone determined by us 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. In the event that we're unable to source a suitable replacement, we will, at our sole discretion, make a settlement in cash based upon the cost of a like-for-like replacement or if possible we may provide a repair to your existing handset.
8. Replacement phones will not include any stored information you added to your original phone, including (but not limited to) any data, downloads, videos, music or applications. This may also apply if your phone is repaired.
9. 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 12 months, whichever is greater. Cover for breakdown under your insurance policy will resume when the Phone Care warranty expires. For further information about the Phone Care warranty including how to make a claim on the warranty, please call us on **0800 049 6189**.
10. 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.
11. 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.
12. 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

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever is the later.

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 not be entitled to any refund.
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 692, Salford, M5 0PG.

### 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 TO YOUR POLICY**

### **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. the phone has been replaced under the manufacturer's warranty. In this case, please provide us with proof of the replacement, including the new IMEI number, from the manufacturer;
- c. you are no longer a UK resident;
- d. you change your mobile phone number;
- e. you change your home or email address;
- f. you change your bank details.

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.

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 the policy by you section'.

## **GENERAL INFORMATION**

### **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**

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

## Data Protection – Privacy Notice

### Personal Information

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Carphone Warehouse Limited, who are responsible for the sale and distribution of the product, and any applicable insurers, reinsurers or brokers we use.

The Insurer collects and uses personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

### Personal information we collect and how we use it

The Insurer will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,
- to support legitimate interests that we have as a business. We need this to:
  - manage arrangements we have with our insurers, reinsurers and brokers we use, and for the detection and prevention of fraud,
  - help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

We may also use personal information about other people, for example family members you wish to insure on a policy. **If you are providing information about another person we expect you to ensure that they know you are doing so. You might find it helpful to show them this privacy notice.**

The personal information we collect and use will include name, address, date of birth, contact, financial information and details of the device. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under the policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. We'll ensure that we only use that information where we need to for our insurance purposes (including assessing the terms of your insurance contract, dealing with changes to your policy and/or dealing with claims).

There may be times when we need consent to use personal information for a specific reason. If this happens we will make this clear to you at the time. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purpose(s). This would not affect our use of the information where consent is not required.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

### Credit Reference Agency Searches

To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. The Insurer or their agents may:

- undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of our Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

### **Automated decision making**

We carry out automated decision making to decide whether we can provide insurance to you and on what terms. In particular, we use an automated underwriting engine to process the personal information you provide as part of this application process. This will include information such as your, age, address and details of the device you wish to insure. The automated engine may validate the information you provide against other records we hold about you in our systems and third party databases, including public databases. We may also supplement the information you provide us with information from third parties (including Carphone Warehouse) who can provide more information about you or your device. We do this to calculate the insurance risk and how much the cover will cost you. Without this information we are unable to provide a price that is relevant to your individual circumstances and needs. We regularly check the way our underwriting engine works to ensure we are being fair to our customers. After the automatic decision has been made, you have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If you wish to invoke this right please contact us at [dataprt@aviva.com](mailto:dataprt@aviva.com) or call us on **0800 049 0221**.

### **How we share your personal information with others**

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes, for example the IMEI Blacklist following a successful claim for the theft or loss of the insured device.
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with our brokers who arrange and manage such reinsurance and insurance arrangements. They will use your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area (“EEA”). We’ll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

### **How long we keep your personal information for**

We will keep your information for as long as you are a customer. We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

### **Your rights**

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the “Contacting us” details below.

### **Contacting us**

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 ONH.

Or contact Carphone Warehouse Limited by either calling them at 0800 049 6189 or writing to them at Phone Care, PO Box 692, Salford, M5 0PG.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioner’s Office at any time.



## 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 addressed to Phone Care, PO Box 692 Salford M5 0PG.

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](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.

### Status Disclosure

Carphone Warehouse only offers products from Aviva and is an Insurance Intermediary acting on behalf of the insurer. Phone Care Mobile Phone insurance 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, including complaints, claims and administration. Full details of the regulatory status of these companies can be found at [www.fca.org.uk](http://www.fca.org.uk).

### 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, PO Box 300 Micheldean, GL17 1DY.