

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 accessories purchased from mobiles.co.uk or Currys 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 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.
- × Any claim for repair or replacement cost not authorised by us.

Other exclusions apply, please refer to the terms and conditions on pages 3 - 8 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 - 8 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 Currys store – you'll find the nearest one to you at [www.currys.co.uk/gbuk/store-finder](http://www.currys.co.uk/gbuk/store-finder). 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 Currys at <a href="http://www.currys.co.uk/gbuk/store-finder">www.currys.co.uk/gbuk/store-finder</a>	To speak to us about your policy or to make a claim, call us on <b>0800 049 6189</b> Lines are open Mon-Fri: 8am-8pm Sat: 9am-6pm and Sun: 10am-5pm
<b>THEFT &amp; LOSS</b> 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> Your phone will be assessed for damage	✓	X
<b>BREAKDOWN</b> 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 pages 5 - 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 Currys 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 194, Cramlington, NE23 0DA. 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 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 [mobiles.co.uk](http://mobiles.co.uk) or Currys, 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 Currys. 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 claim for repair or replacement costs that have not been authorised by us.
6. 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.
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 charges from 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.

## MAKING A CLAIM

1. To claim for damage or breakdown, please bring your phone to a Currys store so we can assess it and arrange a repair or replacement. If you have your phone repaired or replaced by some means other than through this insurance policy, we will not pay your claim. 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 Currys 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 or Find My iPhone 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 Currys. 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 194, Cramlington, NE23 0DA.

### 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

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller). Currys Retail Limited act as an additional data controller for the sale and distribution of the product.

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at [aviva.co.uk/privacypolicy](https://aviva.co.uk/privacypolicy) or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the "Automated Decision Making" section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the "Credit Reference Agencies" section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: [contactus@aviva.com](mailto:contactus@aviva.com) or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the "Marketing" section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the "Data Rights" section of our full privacy policy or by contacting us at [dataprt@aviva.com](mailto:dataprt@aviva.com)

If you have any questions about how we use personal information please contact our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com), or contact Currys Retail Limited by either calling them at 0800 049 0221 or writing to them at Currys, PO Box 194, Cramlington, NE23 0DA. If you have a complaint or concern about how we use your personal information, please PHONECARE\_MOBILES\_T&CS\_1021

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 194, Cramlington, NE23 0DA.

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

Currys Retail Limited - Registered in England No. 2142673 Registered Office: 1 Portal Way, London W3 6RS. Phone Care insurance policies are underwritten by Aviva Insurance Limited and arranged and administered by Currys Retail Limited (formerly known as The Carphone Warehouse Limited). Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Currys Retail Limited is authorised and regulated by the Financial Conduct Authority in respect of its regulated business. Currys Retail Limited 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.

### 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).