

Help with all life's kit"

Carphone Wareho<u>use</u>

# Protecting your new mobile

Say hello to Team Knowhow Mobile Complete, giving you Insurance and Expert Support for your new phone. There's no need to worry if it's damaged, lost or stolen. We'll sort everything out for you and have you back up and running in no time.

# Our promises

## 1. A simple and easy claims process

We aim to make claims decisions quickly without the need for paperwork

## 2. Replacement mobile phone delivered the next working day

To get you back up and running quickly, we replace and deliver 9 out of 10 mobile phones the next working day. This is following acceptance of your claim and payment of your excess before 5pm

## 3. Expert Support 24/7, 365 days a year

We're here around the clock to provide help and Expert Support



## Independently rated 5 star

Team Knowhow Mobile Complete has a 5 Star Rating from Defaqto, the independent researcher of financial products. This means we offer one of the highest quality offerings in the market.

# Mobile Complete protection plan

Mobile Complete covers your phone against damage, breakdown, theft and accidental loss, both for the phone itself, and for the accessories worth up to £300.

We also provide 24/7 Expert Support to help with all your technical queries and issues.

Team Knowhow Mobile Complete			
Insurance	Mobile Complete		
Replacement Period – Next working day or better (Next working day replacement upon acceptance of claim and payment of excess before 5pm)*	$\checkmark$		
Damage	$\checkmark$		
Breakdown (outside of warranty)	$\checkmark$		
Theft	$\checkmark$		
Loss	$\checkmark$		
Accessories	£300		
Worldwide cover	✓		
Expert Support			
Telephone support	$\checkmark$		
Remote assistance Compatibility and functions are dependent on operating system, mobile and connection	~		
* Working days are Monday to Friday excluding bank holidays. Our repla	cement phones are grade A refurbished models with a		

Working days are Monday to Friday excluding bank holidays. Our replacement phones are grade A refurbished models with a 12 month Team Knowhow warranty.

However, there are some exceptions, so please refer to page 6 and the full terms and conditions on pages 9-15 for further information.

# Pricing

Your premium band and excess amounts are based on which band your phone falls into. These bands are based on the type of phone you have.

Product category	Band	Monthly premium	Annual premium	Excess
	1	-	£15	£10
	2	£5	£25	£20
	3	£7	£40	£30
	4	£8	£70	£30
	5	£9	£100	£40
Team Knowhow	6	£10	£110	£50
Mobile Complete	7	£12	£130	£50
	8	£13	£150	£60
	9	£14	£160	£60
	10	£15	£170	£70
	11	£16	£180	£80
	12	£17	£190	£100

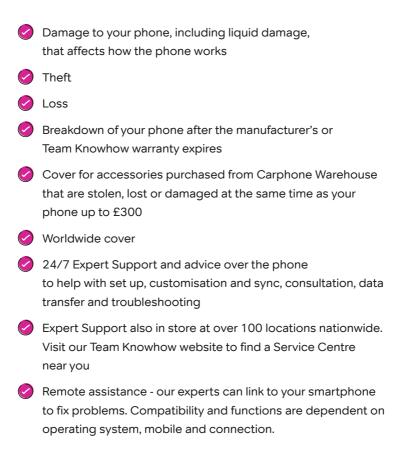
## Ask us about multi insurance discount

Ask us about policy discounts that may be available to you when you purchase two or more Mobile Complete protection plans at the same time.

Simply call one of our experts on **0800 049 0221** or **+44 1133 181 518** if calling from abroad.

# Key areas we cover

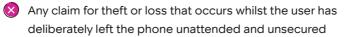
Once you take out Team Knowhow Mobile Complete insurance policy and Expert Support you're covered for:

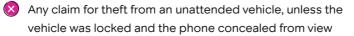


However, there are some exceptions, so please refer to page 6 and the full terms and conditions on pages 9-15 for further information.

# Key areas we do not cover

Please see below for what's not included in your Team Knowhow Mobile Complete insurance policy:

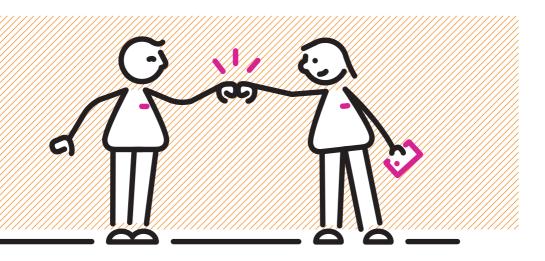






- X The excess you need to pay towards any claim (no excess on breakdown)
- Any claim when you have not paid your premiums
- Any claim for unauthorised use.

Other exclusions apply; please refer to the insurance terms and conditions on pages 9-13 for full details.



# Getting support

	Visit Find your nearest Carphone Warehouse at www.carphonewarehouse. com/storelocator	Call To speak to us, call us on 0800 049 0221 or +44 1133 181 518 if calling from abroad	Online Visit us online at www.teamknowhow.com/ insurance/contact
Theft & Loss 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	$\bigcirc$	$\bigcirc$	$\bigcirc$
Damage Team Knowhow are here to assess the level of damage to your phone		$\bigotimes$	$\bigotimes$
Breakdown cover only applies if the manufacturer's or Team Knowhow warranty has expired	$\bigcirc$	$\bigotimes$	$\bigotimes$
24/7 Expert Support Visit selected stores or call us day or night	Over 100 locations nationwide	Ø	$\bigcirc$

## **Keep in Touch**

To make sure you have the cover you need, please let us know if you change or sell your phone, if you change your address or bank details, or if you no longer require cover. Full information on changes we need to know about and cancelling your policy can be found on page 11.

If you decide you'd like to end your policy, please contact us, and one of our experts will be happy to help you.

# Helpful information at a glance

The full terms and conditions for your insurance policy can be found on pages 9-13 of this booklet. For Expert Support terms and conditions, please refer to pages 14-15. Remember you have 30 days from purchasing your new phone from Carphone Warehouse in which to take out a Team Knowhow Mobile Complete protection plan.

### Making a claim

If you need to make a claim, simply visit any Carphone Warehouse store – you'll find the nearest one to you at www.carphonewarehouse.com/ storelocator.

Alternatively, phone the UK call centre on **0800 049 0221** or **+44 1133 181 518** if calling from abroad\*, between 8am-8pm Monday to Friday, 9am-6pm on Saturday and 10am-5pm on Sunday for help with your claim.

### Making a complaint

If you are unhappy with any aspect of the handling of your insurance, in the first instance please call **0800 049 0221** or **+44 1133 181 518** if calling from abroad\*. Alternatively, please contact us either via the Team Knowhow website at **www.TeamKnowhow.com/insurance/ contact** or in writing addressed to Team Knowhow, PO Box 692, Salford, M5 0PG. If you have complained and you are dissatisfied with the final decision, you may 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 13.

### 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 always write to you 30 days in advance. For full details, including reasons why we may make a change see page 11.

# Large print, audio and braille

This protection plan and other associated documentation are also available in large print, audio and braille. If you require any of these formats please call **0800 049 0221**.

<sup>\*</sup> Calls to 0800 numbers are free from any UK line including a mobile. Calls may be recorded and/or monitored. Prices of calls to either number will incur roaming charges if calling from abroad. Check with your operator for details.

# Insurance Terms & Conditions Team Knowhow Mobile Complete

When you take out your Team Knowhow Mobile product you enter into two agreements: one with Aviva for your insurance policy and one with Carphone Warehouse for Team Knowhow Expert Support. If one of these agreements is terminated, the other will be terminated automatically. Where cancellation periods shown in the Insurance terms and conditions differ from the cancellation period shown in the Expert Support terms and conditions, the longer period of cancellation shall apply.

#### Your Insurance Policy

These are the terms and conditions of your Team Knowhow Mobile Complete Insurance. In them you will find full details of what is covered, what is not covered and the limits and conditions that apply.

#### Excess

This is the amount you need to pay towards any type of successful claim except breakdown and is shown on your Mobile Complete certificate. We'll collect the payment after your claim has been accepted and before your claim is settled.

#### Contract of Insurance

These terms and conditions and your Team Knowhow Mobile Complete 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 Mobile Complete certificate, providing you remain the owner or the lessee under a Carphone Warehouse Flexible Leasing contract, and anyone using the phone complies with these terms and conditions.

#### Eligibility

To be eligible for Team Knowhow insurance:

a. the person named on the certificate must be aged 16 years or over; and

b. the person named on the certificate, or anyone who uses the phone on a regular basis, must be resident in the UK

#### Period of cover

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

Please contact us if you cancel your airtime contract with your network provider or, if your phone is leased, your Flexible Leasing contract ends, as your Team Knowhow 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 device purchased by you, and the policy will be cancelled with effect from the date of the incident which gave rise to the claim.

#### 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 Team Knowhow 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 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 Team Knowhow Warranty provided by The Carphone Warehouse.

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.
- Any claim for theft or loss that occurs whilst the user has deliberately left the phone unattended and unsecured.
  - a. By unattended, we mean the phone is left out of arm's reach, with no one trusted by the user taking care of it.
  - b. By unsecured we mean the phone is left in a place where it can be easily picked up by a person the user does not know without them having to use force and/or violence, except:
    - where the phone is in the private residence of the user or somebody known to the user, whilst the user is also present in that private residence at the time; or
    - where the phone is in the workplace of the user and the user has taken reasonable steps to ensure the phone is not in plain sight.
- 3. Any incident caused intentionally by you.
- 4. Any incident that occurred before the start date of this policy as shown on your Mobile Complete certificate.
- Any breakdown that is covered by the manufacturer's or Team Knowhow warranty, or a claim resulting from a manufacturer's defect or recall of the phone.
- 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.

- Stored information, including (but not limited to) any data, downloads, videos, music and applications and any costs relating to the retrieval of data.
- Non-hardware problems, e.g. software problems, data downloads and malware such as viruses, worms, spyware, adware or Trojan Horses.
- Any charges from your network provider in the event of unauthorised calls, messages, data use or downloads.
- 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

- 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 0221. 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.
- To claim for loss or theft, call into any Carphone Warehouse store, visit www.teamknowhow.com/insurance/contact or call 0800 049 0221. Replacement phones will only be sent to UK addresses.
- 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.
- 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 0221.
- 5. You should make any claim as soon as possible.
- 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 at our discretion either provide a repair to your existing handset or replace your phone. If it is not possible to replace your phone with the same make and model as your original phone 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.

- 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 Team Knowhow warranty provided by the Carphone Warehouse. The Team Knowhow 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 Team Knowhow warranty expires. For further information about the Team Knowhow warranty including how to make a claim on the warranty, please see the Expert Support terms and conditions.
- You may be required to provide information, documents or receipts reasonably necessary to support and/or verify 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.

#### 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 or lease the phone;
- 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 you pay monthly).

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

#### Changes we may make to this agreement

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

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

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

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

If you pay monthly any change made under this section will be notified to you in writing at least 30 days in advance. You are free to cancel your policy in accordance with the 'Cancellation of your policy by you' section.

#### 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 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).
- If you have made a claim or you wish to cancel after the first 14 days, you can cancel your policy from the end of any insured month, by giving notice that you wish to cancel before the end of that month.

The insured month is the month beginning on the date your policy starts and ending on the same date of the following month, and each subsequent month after that.

You will be entitled to a proportionate refund, calculated on the number of unexpired, insured months remaining for which you have paid.

- 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 0221 or by writing to us at Team Knowhow, PO Box 692, Salford, M5 0PG, or online at www.teamknowhow.com/insurance/contact
- 4. Alternatively you can visit any Carphone Warehouse store where one of our experts will be happy to help you.

#### Cancellation of your policy by us

- 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, including:
  - Number of claims
  - · Frequency of claims occurrence
  - Circumstances of the claims, including taking reasonable care to protect your phone from theft, loss or damage

decide that we are not willing to continue providing cover in respect of the replacement phone. If this happens we will notify you in writing.

- 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.
- 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.

#### 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.

#### Use of Language

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

#### 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 or Northern Ireland, in which case the law of that country will apply.

#### Telephone Call Recording and Charges

- 1. For our joint protection telephone calls may be recorded and/or monitored.
- Calls to 0800 telephone numbers are free of charge from any UK line, including a mobile. The costs of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

#### 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 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.transunion.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 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 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 0221 or writing to them at Team Knowhow, 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.

#### Status Disclosure

Carphone Warehouse only offers products from Aviva and is an Insurance Intermediary acting on behalf of the insurer. Team Knowhow 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.

#### 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 Team Knowhow, 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.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

#### **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

# **Expert Support Terms & Conditions**

These Conditions apply in addition to the terms and conditions for your Insurance Policy. If these Conditions are cancelled or terminated for any reason whatsoever, your Insurance Policy shall also automatically be cancelled or terminated (as applicable). Similarly, if your Insurance Policy is cancelled or terminated for any reason whatsoever, these Conditions shall also automatically be cancelled or terminated.

#### **Expert Support includes:**

24/7 Freephone support for Mobile Phones.

Remote access to your device so a Team Knowhow expert can diagnose the problem and either resolve the problem or provide advice on how to do so.

If you need to speak to your Expert Support call us on **0800 049 0221.** 

#### **Remote Services**

A broadband Internet connection is required to perform the remote service.

Whilst our Team Knowhow experts will use reasonable skill and care to resolve the problems you have referred to us, in an event where we may not be able to correct your problem using our remote support service, we will discuss alternative resolution methods.

#### Software Licences

Any software patches, upgrades or fixes applied to your system by our experts during the remote service, are licensed to you, by us or the relevant third party licensors for your own personal and non-commercial use only, unless otherwise stated. The licensor retains all copyright and other intellectual property rights on such software.

#### Sensitive Information

To allow us to perform the services you must permit us with access to the files held on your device, however, we will not access or read any of the following:

- 1. My Document Folder.
- 2. Your Internet History.
- 3. Your recent documents list, or,
- 4. Your Internet Cache.

Any personal information held on your device which is accessed or read by our Team Knowhow experts will be kept strictly confidential.

If whilst performing the service our experts are exposed to any illegal material, it is our civic and legal responsibility to report such findings to the appropriate authorities. Any disclosure under these circumstances will not be a breach of our confidentiality.

#### What's not included:

- Remote access for business customers
- · File servers including operating systems
- · Domain and active directory based networks
- File private network (VPN) and wide area networks (WAN)
- Multisubnet networks
- Complex firewall configurations
- Corporate infrastructure hardware
- Accounting Software

#### Important Information

Expert Support has no usage limit; however, we do operate a fair usage policy. We reserve the right to raise additional charges if we believe the service is being used for business purposes or if we believe you are failing to take the appropriate steps to safeguard your system.

Freephone number is available from all BT landlines only.

We cannot be responsible or liable to you in relation to any service regarding:

- · Loss or corruption of data or records.
- Any failure by you to follow our reasonable advice, recommendations or instructions.
- You must take all reasonable precautions to protect your product from damage caused by viruses. To prevent such damage we strongly recommend that you keep all operating systems and anti-virus software up to date.
- Any loss that is not reasonably foreseeable.

Unless agreed differently with you in writing the language of this Expert Support Agreement and all communications relating to it will be in English and all aspects of the Expert Support Agreement, including negotiation and performance, are subject to English Law and the decisions of English Courts.

To perform this Expert Support service, we will require your address, email address and a contact telephone number which can accept incoming calls.

If your software is or appears to be unlicensed we cannot provide the Expert Support service.

We will use our best efforts to minimise disruption to your system, however, we cannot be responsible for any unforeseen consequences of our services.

#### How to contact us

Just ask: Any of our staff in store

Just call: 0800 049 0221 for Customer Service or Expert Support

Just visit: www.teamknowhow.com/insurance/contact

Just write:

Team Knowhow Customer Services PO Box 692 Salford M5 0PG

If you require Expert Support literature in an alternative format such as Braille, audio cassette or large print, please contact Expert Support Customer Services on **0800 049 0221**.

#### Team Knowhow Warranty

Where a replacement phone is provided following a successful insurance claim, the replacement phone will come with a Team Knowhow warranty. The Team Knowhow 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. In the unlikely event that the replacement phone you receive breaks down within this warranty period, Team Knowhow will repair the phone under the warranty. To make a claim for a Team Knowhow warranty please bring your phone to a Carphone Warehouse store.

To find your nearest Carphone Warehouse visit us at: www.carphonewarehouse.com/storelocator.

#### Our liability to you

If we fail to comply with these terms, we are responsible for any foreseeable loss or damage you suffer as a result or from our

failing to use reasonable care and skill. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. When we are liable for damage to your device we will make good any damage caused by us. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your device that we discover while providing the services.

#### **Data Protection**

We will always try to retain the integrity of your data during the repair service, although sometimes this may not be possible (for example, if your device is too badly damaged or if we need to format your device or perform a factory reset). Due to this, any data or information stored on the device shall remain your sole responsibility and we are unable to accept any liability for loss or corruption of such data. You should remove all data that you want to protect and disable all security passwords. We recommend that you back up your data prior to your repair.

We will only use your personal information as set out in our Privacy Policy, which can be found at https://www. carphonewarehouse.com/home/terms-and-conditions/ privacy-policy.html

#### Nature and Purpose of the Processing

Carphone Warehouse may process Customer Personal Data (personal data contained within your mobile device) submitted and stored by you on your device for the purposes of:

- complying with Carphone Warehouse's legal and regulatory requirements,
- · to provide you with Expert Support Services.

#### Categories of Data

Personal data stored by a customer on their device may include the following categories of data: user IDs, email, documents, presentations, images, calendar entries, tasks and other data.

- Carphone Warehouse is a processor of the Customer Personal Data that may be held on your device under the GDPR (GDPR is Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC);
- you as the Customer are a controller of any Customer Personal Data under the GDPR.

By using our Services, you instruct Carphone Warehouse to process Customer Personal Data only in accordance with applicable law:

- (a) to the extent necessary to provide the services and related technical support; and
- (b) as further documented in any other written instructions given by you.

#### Security

Carphone Warehouse will implement and maintain technical and organisational measures to protect your data held on your device submitted for repair against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

Carphone Warehouse will take appropriate steps to ensure compliance with the security measures by its employees, contractors and sub-processors to the extent applicable to their scope of performance, including ensuring that all persons authorised to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Our Team Knowhow experts are required to enter into a confidentiality agreement and must acknowledge compliance with, Carphone Warehouse information security and data protection policies. Team Knowhow experts are also required to complete information security and data protection training.

#### Data Incident

If Carphone Warehouse becomes aware of a Data Incident, meaning a breach of Carphone Warehouse's security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, your data on your mobile device, Carphone Warehouse will:

- a) notify you as a customer of the Data Incident promptly and without undue delay; and
- b) promptly take reasonable steps to minimise harm and secure your data.

Notifications made pursuant to this section will describe, to the extent possible, details of the Data Incident, including steps taken to mitigate the potential risks and steps Carphone Warehouse recommends customer take to address the Data Incident.

Notification of any Data Incident(s) will be delivered to the email address which you have provided or, at Carphone Warehouse's discretion, by direct communication (for example, by phone call). You are responsible for ensuring that your email address is current.

#### **Customer Security Responsibilities**

As a Customer you agree that you are solely responsible for:

- a) maintaining the security of the applications you use to access accounts and applications on your device; and
- b) backing up your data.

#### Impact Assessments

Carphone Warehouse will (taking into account the nature of the processing and the information available to Carphone Warehouse) provide reasonable assistance the Customer in ensuring compliance with any obligations of customer in respect of data protection impact assessments.

#### Sub Processors

The customer specifically authorises the engagement of Carphone Warehouse suppliers as sub-processors meaning third parties authorised by Carphone Warehouse to have logical access to and process Customer Data in order to provide parts of the Team Knowhow Mobile insurance complete protection plan.

In addition, the customer generally authorises the engagement of any other third parties as sub-processors.

When engaging any sub-processor, Carphone Warehouse will ensure, via a written contract, that:

- the sub-processor only accesses and uses your data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the applicable Agreement; and
- ii. if the GDPR applies to the processing of Customer Personal Data, the data protection obligations set out in Article 28(3) of the GDPR are imposed on the sub-processor; and
- iii. Carphone Warehouse remains fully liable for all obligations subcontracted to, and all acts and omissions of, the sub-processor.

#### Transfer of Customer Data

Some of the organisations we share information with maybe located outside of the EEA.

#### Deletion of Customer Data

Carphone Warehouse shall delete your data from the device or return securely the device processed by it pursuant to this Agreement provided that Carphone Warehouse may retain your Personal Data where it is legally required to do so and then only to the extent and for such period as required by law.

# Get in touch for help and support



# Visit

Find your nearest Carphone Warehouse at www.carphonewarehouse.com/storelocator



# Call

To speak to us about your policy or to make a theft & loss claim call us on **0800 049 0221** or **+44 1133 181 518** if calling from abroad. Lines are open 8am-8pm Monday to Friday, 9am-6pm on Saturday and 10am-5pm on Sunday.

# 24/7 Expert Support

Call us day or night on **0800 049 0221** or **+44 1133 181 518** if calling from abroad.



# Online

Go online to: www.TeamKnowhow.com/insurance/contact







Team Knowhow Mobile Complete protection plans are sold and administered by The Carphone Warehouse Limited (CPW) registered in England and Wales, No.2142673, registered office: 1 Portal Way, London W3 6RS. The plans include insurance underwritten by Aviva Insurance Limited, registered in Scotland, No.2116, registered office: Pitheaviis, Perth PH2 0NH and Expert Support provided by Team Knowhow which is a trading name of CPW.

Calls to 0800 numbers are free from any UK line including a mobile. Calls may be recorded and/or monitored. Prices of calls to either number will incur roaming charges if calling from abroad. Check with your operator for details.

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