



INSURANCE TERMS AND CONDITIONS

Team Knowhow Mobile Complete is the brand/product name for Carphone Warehouse Insurance and Expert Support protection plans. When you take out your Team Knowhow Mobile Complete product, you enter into two agreements: one with Aviva for your insurance policy and one with Carphone Warehouse for Team Knowhow Expert Support. If your insurance policy terminates or is cancelled, for any reason set out in these terms and conditions, the Expert Support agreement will automatically terminate at the same time.

Carphone Warehouse only offers products from Aviva and is an Insurance Intermediary acting on behalf of the insurer. Carphone Warehouse will not provide a personal recommendation about the insurance products offered.

INTRODUCTION

These are the terms and conditions of your Team Knowhow Mobile Complete Insurance. We, Aviva Insurance Limited, underwrite 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.

Whilst Carphone Warehouse have chosen us to be the insurer of this policy, and we will remain liable to you under these terms and conditions, members of The Carphone Warehouse Group will help us administer your policy and deal with claims.

If you need to make any changes to your policy, make a claim or just have a question, please call Team Knowhow Support on 1800 806 200 or email mobile.complete@teamknowhow.ie. Please ensure you include your policy number on all correspondence.

THE CONTRACT OF INSURANCE

- These terms and conditions and your 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 the cover shown in these terms and conditions for your device during the period of cover.
- Our provision of cover under this policy is conditional upon you observing and fulfilling the terms, provisions and conditions set out in the contract of insurance.

POLICY DEFINITIONS

Some of the words and phrases in this policy have specific meanings. When the words and phrases are printed in bold, these specific meanings apply, rather than their usual, everyday meanings.

Accessories

Standard accessories which are supplied along with your device by the manufacturer and/or any case, charger, screen protector and/or memory card purchased from Carphone Warehouse to be used specifically with your device;

Breakdown

Failure of your device to operate due to an internal electrical or mechanical fault happening after the date the manufacturer's or Team Knowhow warranty expires;

Carphone Warehouse

The Carphone Warehouse Limited Ireland, a company registered in Ireland under company number 237397 with registered office at 39/40 Upper Mount Street, Dublin 2 and Head Office at Omni Park Shopping Centre, 3rd Floor Office Suite, Santry, Dublin 9;

Certificate

The Team Knowhow Mobile Complete Certificate issued by Team Knowhow on behalf of Aviva which forms part of your policy;

Damage

Accidental damage, including liquid and screen damage, caused by a sudden and unexpected event, or malicious damage caused by someone other than a user, that affects how the device works;

Device

The item covered by your policy as described on your certificate;

Incident

The single circumstance which causes a claim for damage, theft, loss or breakdown to be made under your policy;

Loss or Lost

The accidental loss of the device by the user;

Network provider

The company to which your device is connected and that you pay for network services;

Other relevant authority

Any authority with the jurisdiction to handle reports of lost or stolen property where the Gardai Síochána do not have jurisdiction;

Premium(s)

The sum(s) payable by you, for the cover provided under your policy, as set out in your certificate;

Unauthorised Use

Calls, data downloads, emails, internet usage, MMS messages and SMS messages made or sent following theft or loss of your device;

User

You or any person known to you who has been given your permission to use the device and who is using it at the time of the incident leading to a claim;

We, Us, Our, Aviva

Aviva Insurance Limited, a company registered in Scotland, registered number 2116 with registered office at Pitheavlis, Perth PH2 0NH and any agent we appoint. Aviva Insurance Limited, trading as Aviva, is authorised by the Prudential Regulation Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules.

You, Your

The person or company whose name appears on the certificate.

ELIGIBILITY

To be eligible for Team Knowhow Mobile Complete Insurance, you must:

- be resident in The Republic of Ireland; and
- be aged 18 years or over.

In the case of a business, the registered office or principal place of business must be situated in The Republic of Ireland.

COVER

Period of Cover

- Cover for damage, theft and loss will begin on your policy start date, which is shown on your certificate. Cover for breakdown will begin when your manufacturer's or Team knowhow warranty expires.
- If you pay your premium annually, cover continues for a period of 12 months from the date your policy started. You will have the option to renew your policy on each anniversary of this date, subject to a maximum term of 5 years, unless it is cancelled by you or us before then.
- If you pay your premiums monthly, your policy will continue on a monthly basis, for a maximum of 5 years, unless it is cancelled by you or us before then.
- If we replace your phone, cover will continue on the same basis as prior to the replacement.

Device

- Your device is insured against damage, theft, loss and breakdown whilst your policy is in force, subject to the terms and conditions of this policy.
- Where damage or breakdown is covered, we will repair your device, unless where in our opinion it is beyond economical repair, in which case we will replace your device. Where theft or loss is covered we will replace your device. See the 'Claims' section for full details.

Accessories

- We will replace your accessories if:
 - we replace your device and the accessories were damaged, stolen or lost in the same incident as the device; or
 - we replace your device with a different make or model and this means that you can no longer use your existing accessories.
- We will replace your accessories up to a limit of €300 per claim.

What is Not Covered

- 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.
 - By unattended, we mean the phone is left out of arm's reach, with no one trusted by the user taking care of it.
 - 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.
- Any claim for damage caused by general wear and tear;
- Cosmetic damage such as dents, scratches or any other type of damage that does not affect how the device works;
- Any claim for breakdown or damage due to:
 - failure to follow the manufacturer's instructions and/or installation guide;



Team Knowhow



Protect it

- b. non-hardware problems, e.g. software problems, data downloads and malware such as viruses, worms, spyware, adware or Trojan Horses;
 - c. use of accessories which are not approved by the manufacturer of the device;
 - d. faults in any external electrical supply/connection;
 - e. maintenance, repairs and/or any process of cleaning and/or restoring (unless we carried out the repair or restoration as a consequence of a claim which you made under this policy);
 - f. cosmetic enhancements, eg gold plating;
 - g. any issue that is covered under the manufacturer or Team Knowhow warranty;
6. Anything mentioned in the General Exclusions section.

Unauthorised Use

If your device is lost or stolen, and your claim for this loss or theft is accepted by us, we will cover the costs of any unauthorised use subject to a limit of €2,500. This limit includes any taxes or charges made by your network provider.

For us to pay any unauthorised use costs you must:

1. notify your network provider of the loss or theft within 24 hours of discovering it (They will block your SIM card so it can no longer be used); and
2. provide us with:
 - a. an itemised bill from your network provider which clearly shows the unauthorised use and the costs incurred on your pay monthly contract. We may also request previous itemised bills from you; or
 - b. if you have a pay as you go arrangement, you must provide evidence from your network provider of the credit available at the time of the loss or theft, or proof of your most recent top ups.

Worldwide Cover

This policy provides the same level of cover wherever the user is in the world. If an incident occurs while the user is abroad, we will not repair or replace your device until the user returns to The Republic of Ireland.

EXCESS

We will not pay the first part of any claim for damage, theft or loss. This is known as the excess and we will collect it from you before replacing the device, or after repairing it. The excess for each successful claim is shown on your certificate. There is no excess to be paid on a claim for breakdown.

GENERAL EXCLUSIONS

These exclusions apply to the whole policy

This policy does not provide cover for:

1. Any incident that occurred before the start date of this policy;
2. Any claim resulting from a manufacturer's defect or recall of the device;
3. Any loss arising as a result of being unable to use the device or any loss that is not the direct result of the insured incident itself;
4. Any costs associated with cleaning, servicing, inspection or any adjustments of the device, intended by the manufacturer to be routinely carried out by you or anyone else and specified as being such in the manufacturer's instructions and/or installation guide;
5. Any claim if the device has been modified with expert enhancements or repaired by someone other than the manufacturer or one of its authorised repair agents. If the device has been modified cosmetically, the device will be covered but not the cosmetic enhancements;
6. Loss of stored information, including (but not limited to) any data, downloads, videos, music and applications;
7. Any cost relating to the recompilation and/or re-installation and/or retrieval of data;
8. Any claim where you are not a resident of The Republic of Ireland at the time the incident occurred;
9. Any incident caused by a government or other authority confiscating your device;
10. Any financial loss resulting from your device being used without your consent to access your bank account, mobile wallet or similar, and/or make purchases, unless the loss is specifically covered under the Unauthorised Use section;
11. 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; and/or
 - c. Any action taken in controlling, preventing, suppressing or in any way relating to war or terrorism;

12. Any incident caused intentionally by you or any other user of your device.

GENERAL CONDITIONS

These conditions apply to the whole policy

1. The policy is not transferable to any other person.
2. Aviva and the user must adhere to the terms of the policy. If the user does not adhere to the terms of the policy you may not be covered.
3. The user must take reasonable care to protect your device and its accessories from being damaged stolen or lost.
4. The user must use and maintain your device and accessories in line with the manufacturer's instructions.
5. You must pay your premiums on time.
6. If, at the time of an incident which results in a claim under this policy, there is any other insurance covering the same loss, we are entitled to approach that insurer for a contribution towards the claim.

CLAIMS

Making a claim.

We settle all valid claims by replacing or repairing your device. You must follow the procedure shown below when making a claim. If you do not adhere to this procedure you may not be covered or the cover you receive may be limited.

1. You should make any claim as soon as possible.
2. If your device has been lost or stolen, you must report it to the Gardai Siochana or other relevant authority upon discovering such loss or theft and request a written or stamped confirmation before your claim is submitted. You will be required to provide this documentation to substantiate your claim. If the Gardai Siochana or other relevant authority cannot issue any documentation, please call us on 1800 806 200.
3. If your device has been lost or stolen you must report this to your network provider. Following a successful claim we will contact your network provider to ensure the device is blacklisted and reported as lost/stolen. To make a claim for unauthorised use, you must notify your network provider within 24 hours of discovering the loss or theft.
4. For damage and breakdown claims, if your device is security protected, you will need to remove this protection before we can process your claim e.g. Activation Lock on iPhones.
5. To submit a claim for damage or breakdown, please bring your device to a Carphone Warehouse store so that the device can be assessed and, where appropriate, replacement or repair can be arranged. Alternatively if you are unable to bring the device into store please call us on 1800 806 200. If the incident happens outside The Republic of Ireland, we will not be able to deal with your claim until the device is in The Republic of Ireland and available for assessment.
6. To submit a claim for theft or loss you can call into any Carphone Warehouse store, email mobile.complete@teamknowhow.ie or call 1800 806 200. You will need to provide your name, address, date of birth and the policy number shown on your certificate.
7. You may be required to provide information, documents, or receipts reasonably necessary to support and/or verify your claim.

Handling Claims

All claims are handled as follows:

1. We settle claims by providing you with a replacement device or repairing your device. Where we replace your device, we will attempt to provide you with the same make and model as your original device. If this is not possible, we will provide an alternative device 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 device. 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.
2. Replacement devices 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 device's manufacturer's warranty or 90 days, whichever is greater. Cover for breakdown under your insurance policy will resume when the Team Knowhow warranty expires.
3. We will try and ensure that you keep your existing telephone number, but if this is not possible because of the network provider or any other reason beyond our control, your replacement device will be connected to a new telephone number.
4. Replacement devices will not include any stored information you added to your original device, including (but not limited to) any data, downloads, videos, music or applications. This may also apply if your device is repaired.



Team Knowhow



Protect it

5. Where we have replaced your device, the original device will become our property. Where a lost or stolen device is subsequently recovered, you may keep the replacement device we provided you with, but the recovered device must be returned to us. To arrange this please call us on 1800 806 200 or email mobile.complete@teamknowhow.ie.

CANCELLATION

Cancellation of Your Policy by You

1. If you cancel within the first 14 days you will receive a complete refund on 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 be entitled to a proportionate refund, calculated on the number of unexpired, insured months remaining for which you have paid.

3. If you cancel your policy and pay premiums by Direct Debit, you will need to ask your bank to cancel this instruction.
4. You can cancel your policy by calling 1800 806 200 or by writing to us at Team Knowhow Support, The Carphone Warehouse, Omni Park Shopping Centre, 3rd Floor Office Suite, Santry, Dublin 9; or email mobile.complete@teamknowhow.ie notifying us of your wish to cancel. Alternatively you can visit any Carphone Warehouse store where an expert will be happy to help you.
5. You must cancel your policy if you no longer wish to insure the device described on your certificate.
6. You must notify Team Knowhow Support of any change to the device to be insured. Please refer to the 'Changes We Need To Know About' section for full details.

Cancellation of Your Policy by Us

1. If you pay your premiums monthly, you must pay your premiums on time (General Condition 5). If a premium is not paid on time, we will notify you of this, and if the payment is not received within 14 days, either by our second attempt to take the payment, or you making the payment by alternative means, your policy will be cancelled from the date the premium was due without the need for us to give any further notice to you. At our discretion, we may, following a request from you, allow this policy to resume where payment has been made after such a 14 day period, but we are under no obligation to do so.
2. We may also cancel this policy in the following circumstances:
 - a. If you withhold information, give or use false information, or give incomplete information that we have requested during a claim, we may decline the claim and may cancel the policy immediately. This could result in you losing all entitlements and benefits under this policy and where your actions are deliberate or reckless you will not be entitled to a refund.
 - b. If you use your device to commit a crime or to allow any crime to take place, we will cancel it immediately with no refund of premium.
 - c. If you fail to tell us that you are no longer resident of The Republic of Ireland or no longer own the device shown on your certificate, in accordance with the 'Changes We Need To Know About' section, your policy will be cancelled with effect from the date that we became aware of such change and where a monthly premium is paid after this date, it will be refunded. If you pay your premium annually you will be entitled to a proportionate refund of the premium paid, calculated on the number of unexpired, whole months remaining on the policy.
 - d. If we replace your device 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 device. If this happens we will cancel your policy by providing you with at least 1 month's notice. We will not collect any further premiums following such notice.
3. If we cancel your policy for the reasons mentioned above and you pay monthly premiums, you will not be entitled to any refund.
4. Except where it is stated otherwise, if we cancel your policy and you pay your premium annually you will be entitled to a proportionate refund of the premium paid, calculated on the number of unexpired, whole months remaining on the policy.

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.

CHANGES TO THIS AGREEMENT 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 device;

- b. the device 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 resident in the Republic of Ireland;
- 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.

General Information

Choice of Law

The law of The Republic of Ireland will apply to the contract unless you and we agree otherwise.

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 reinsurers.

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, United Kingdom.

Personal information we collect and how we use it

The Insurer will use your personal information:

- 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 reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement (this includes customer analytics and profiling),
- 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.

As well as collecting personal information about you, 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 and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address, date of birth, contact and financial information. 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. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.



Team Knowhow



If we need your consent to use personal information, we will make this clear to you when you complete an application or submit a claim. 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 information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

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 collect 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, country court judgments, bankruptcy orders or repossessions. 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.

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 Dixons Carphone) who can provide more information about your property. 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 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.

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,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims 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 4, Pitheavlis, Perth PH2 0NH, United Kingdom.

Or contact Carphone Warehouse Limited by either emailing them at 1800 806 200 or writing to them at the Data Protection Controller, The Carphone Warehouse, Omni Park Shopping Centre, 3rd Floor Office Suite, Santry, Dublin 9.

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 Commissioners Office at any time.

Telephone Call Recording and Charges

1. For our joint protection telephone calls may be recorded and/or monitored.
2. Calls to our 1800 numbers are free from both fixed and mobile lines.

Complaints:

We aim to give excellent service to all our customers but we recognise that sometimes things can go wrong. If you are not happy with any aspect of the handling of your insurance and you wish to make a formal complaint then you can contact us by calling 1800 806 200, by emailing mobile.complete@teamknowhow.ie or by letter addressed to Team Knowhow Support, The Carphone Warehouse, Omni Park Shopping Centre, 3rd Floor Office Suite, Santry, Dublin 9. You must always make sure to quote your name and address and the policy number shown on your certificate of insurance. We will do our best to resolve the complaint straight away; however, if this is not possible we will send a written acknowledgement to you within five working days. We will then investigate the complaint and respond as quickly as possible, providing a full written response. If, having reached the end of our internal complaints procedure you feel the complaint has not been resolved you can contact the Financial Services and Pensions Ombudsman by calling +353 1 567 7000 (national call rate), by email to info@fspo.ie, online at www.fspo.ie, or by writing to The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

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, United Kingdom.



EXPERT SUPPORT TERMS AND CONDITIONS

These terms and conditions apply to the Services as part of your Insurance Policy and by making use of the Services, you agree to be bound by the terms and conditions set out below (the "Conditions"). If you have any questions relating to these Conditions please contact our customer service representatives by calling us on 1800 806 200 (please note that all calls to our customer services representatives may be recorded for quality monitoring and training purposes). Alternatively, you can contact us via our Website.

The Conditions apply in addition to the terms and conditions for your Insurance Policy and will remain in force for the duration of your Insurance Policy. If your Insurance Policy terminates or is cancelled, for any reason set out in the terms and conditions applying to it, the Services in these Expert Support terms and conditions will automatically terminate at the same time.

The Services comply with appropriate Irish legislation and are only available to Republic of Ireland residents.

Note: Whenever words or phrases appear in bold in these Conditions, they shall have the meanings assigned to them below:

"Carphone Warehouse Group" means Dixons Carphone plc, together with its subsidiary companies (including but not limited to The Carphone Warehouse Limited) and holding companies and any subsidiaries of such holding companies whether direct or indirect from time to time.

"Insurance Policy" means the valid insurance policy that you pay an on-going or yearly premium for, which covers your Equipment (as defined below).

"Personal Information" means the details provided by you to Us.

"Services" means the Expert Support Service (as defined below) that we shall provide to you in relation to the Equipment and/or Home Devices (as defined below), as part of your Insurance Policy.

"Us/our/we" means The Carphone Warehouse Limited, a company registered in Ireland registered number: 237397 The Carphone Warehouse, 3rd Floor Office Suite, Omni Park Shopping Centre, Santry, Dublin 9.

"Website" means the website located at www.TeamKnowhow.ie or any subsequent URL which may replace it.

"You/your" means an authorised user of the Services.

A. USE OF THE SERVICES

1. Provision of the Services.

1.1. We shall provide the Service in accordance with these Conditions.

2. Rights and Obligations

2.1. You undertake:

2.1.2. that the Personal Information which you provide is true, accurate, current and complete in all respects;

2.1.3. to notify us immediately of any changes to the Personal Information through www.TeamKnowhow.ie or calling us on 1800 806 200; and

2.1.4. not to impersonate any other person or entity or to use a false name.

2.2. We reserve the right to modify the content or withdraw, temporarily or permanently, some or all of the Services. We also reserve the right to change or add to these Conditions from time to time.

2.3. We will give you prior notice of any withdrawal or modification of the Services or any changes to these Conditions. Where these changes are to your substantial detriment, you can choose to cancel any unused portion of the Services without penalty before any such changes take effect.

Your continued subscription to the Services following such change taking effect shall be deemed to be your acceptance of such change.

3. Eligibility

3.1. The Services are available only to individuals who we, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to us, those who are residents in the Republic of Ireland and individuals who are over 16 years old.

3.2. You must provide your name, phone number, address, payment details and other requested information.

4. Right of Cancellation

4.1. Without prejudice to our rights in clause 2 above or to any other rights we have under the terms of these Conditions, we reserve the right to terminate the provision of the Services to you at any time by giving you no less than 30 days' notice of such termination.

5. Your Personal Information

5.1. We need to collect certain Personal Information to provide you with the Services. This Personal Information will form part of a record of your dealings with us.

5.2. When you contact us, we may ask for certain Personal Information to be able to check your identity and we may make a note of this contact if it is relevant to your record. We will keep Personal Information given to us by you or others during your relationship with us and other companies in the Carphone Warehouse Group. This includes details you give us during communications with you.

5.3. You agree that we may use and update this centrally held information:

5.3.1. to manage your accounts;

5.3.2. to provide you with other services;

5.3.3. to recover debts;

5.3.4. to prevent and detect fraud;

5.3.5. to update our records about you;

5.3.6. to prevent money laundering; and

5.3.7. to check your identity.

5.5. We may use your Personal Information for research and statistical analysis to develop and improve our products and services. When assessing an application, we may use automated decision-making systems.

5.6. Your Personal Information is confidential and, although we may freely disclose it to other companies within the Carphone Warehouse Group, we will only disclose it outside the Carphone Warehouse Group when;

5.6.1. You give us your consent;

5.6.2. it is needed by certain reputable third parties involved in running accounts and/or providing services for us (for example, credit reference agencies who do credit checks for us or companies that we use in the provision of the Services);

5.6.3. it is needed in order to obtain professional advice;

5.6.4. it is needed to investigate or prevent crime (e.g. to fraud prevention agencies);

5.6.5. the law permits or requires it, or any regulatory or governmental body requires it, even without your consent; or

5.6.6. there is a duty to the public to reveal the Personal Information.

5.7. We may administer your account and provide services from countries outside Europe that may not have the same data protection laws as the Republic of Ireland. However, we will have contracts or other legal mechanisms in place to ensure your Personal Information is adequately protected, and we remain bound by our obligations under the Data Protection Act 1988 and 2003 even when your Personal Information is processed outside Europe.

5.8. We may monitor, record, store and use any telephone, email or other electronic communications with you for training purposes, to check any instructions given to us and to improve the quality of our customer service.

5.9. Where we process sensitive personal data about you, we will employ appropriate security measures.

5.10. If you would like us to tell you what information we hold about you, please write to: The Data Protection Officer, The Carphone Warehouse Limited, 3rd Floor Office Suite, Omni Park Shopping Centre, Santry, Dublin 9. We may charge a €6.35 administration fee - please quote your full name, policy number and address on each request.

5.11. You will have the opportunity to consent to us contacting you by e-mail, post, phone, SMS or MMS from time to time occasionally about products

and services which the Carphone Warehouse Group and carefully selected third parties believe may be of interest to you.

5.12. You can make changes to your marketing preferences and/or correct or update any inaccurate or incomplete information at any time by calling us on 1800 806 200 or alternatively, you can go online to www.TeamKnowhow.ie. When you do this, it may take up to 28 days for such changes to take effect.

5.13. If you give us information about another person, you confirm they have given you permission to provide it to us and for us to be able to process their personal information. You must also confirm that you have told them who we are and the basis on which we will use their information.

B. GENERAL

6. Notices

6.1. You may send us notices under or in connection with these Conditions:



6.1.1. by post to Team Knowhow Support, The Carphone Warehouse Limited, 3rd Floor Office Suite, Omni Park Shopping Centre, Santry Dublin 9; or

6.1.2. Via our Website.

6.2. Proof of sending does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from us which should be retained by you.

7. Limitation of Liability

7.1 The Services are provided on a commercially reasonable basis. Although we will provide the Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that they will always be available.

7.2. We shall not be liable where we are unable (using reasonable effort) to provide the Services as a result of any event outside our reasonable control.

7.3. Our liability shall not in any event include losses related to any business of a customer such as lost data, lost profits or business interruption.

7.4. We will not be liable for any loss or damage caused by us in circumstances where:

7.4.1. there is no breach of a legal duty of care owed to you by us and/or

7.4.2. such loss or damage is not reasonably foreseeable.

7.5. We will not be liable for any loss or damage caused wholly or mainly by your breach of these Conditions.

7.6. Nothing in these Conditions shall:

7.6.1. exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or

7.6.2. limit your rights as a consumer under applicable Irish law.

7.7. Each provision of this clause 8 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply and they continue to apply even after these Conditions have been terminated or cancelled.

8. Events Beyond the Parties Reasonable Control

8.1. If either of us cannot do what we have promised because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, or acts of local or central government or other competent authorities, such party will not be liable for this.

9. Assignment

9.1. You may not but we may, assign, charge or otherwise dispose of its rights under these Conditions. Any attempt by you to do so shall be void.

10. Handling Complaints

10.1. If you ever wish to complain about the Services, we will endeavour to handle such complaints fairly, efficiently and confidentially. You can complain in the following way:

10.1.1. by calling 1800 806 200. Calls to this number are free of charge.

10.1.2. in writing addressed to: Team Knowhow Support, The Carphone Warehouse Limited, 3rd Floor Office Suite, Omni Park Shopping Centre, Santry, Dublin 9;

10.1.3. online, where more details of our complaints process are provided, by visiting: www.TeamKnowhow.ie; or

10.1.4. in a store by visiting your nearest store. Details of which are available online at www.carphonewarehouse.ie

10.2. If you are not happy with the way that we deal with any disagreement and you want to take court proceedings, you must do so within the

Republic of Ireland.

11. Call Monitoring

11.1. Monitoring or recording of your calls may take place for our business purposes, such as quality control and training, to prevent unauthorised use

of our telecommunications systems and to ensure effective systems operation and in order to prevent or detect crime.

The following additional terms apply to the Services that you have ordered: C. EXPERT SUPPORT SUBSCRIPTION SERVICES

The terms listed in bold below shall have the following meaning:

"Data" means software, data, information and/or other files;

"Equipment" means the insured equipment under the Insurance Policy that you purchased from us;

"Excluded Services" means the services that we may offer from time to time that are not included as part of the Expert Support Services; **"Home Devices"** means all household devices that are capable of connecting to your Equipment, PC/laptop and audio, visual equipment, including games consoles;

"Insurance Policy" means the insurance cover provided by Aviva Insurance Limited in relation to your Equipment;

"Remote Access Support" means where one of our agents may, if necessary and where possible, remotely access your Remotely Accessible

Device in order to determine the problem and either repair it or provide advice on what options are available to fix it; and

"Remotely Accessible Device" means your Equipment or Home Device where it is a smartphone, tablet, PC/laptop or Mac;

"Expert Support Services" means the Carphone Warehouse in-store Team Knowhow support (this is only available in stores with a Team Knowhow Precinct or over-the-telephone Expert assistance provided to you under the terms of these Conditions in relation to your Equipment and/or Home Devices.

"Virus Removal" means the removal of infectious software.

12. Requirements and Availability

12.1. The Expert Support Services are available for the Equipment that is covered under the terms of your Insurance Policy and Home Devices

in relation to which we are capable of offering support.

12.2. The Expert Support Services are subject to fair usage. We may cease or suspend your use of the Expert Support Service if we have reason to believe that:

12.2.1. you are using it over and above what is reasonable for this type of service; and/or

12.2.2. that you are failing to take reasonable care of your Equipment and/or Home Devices.

12.3 You agree to follow our agents' reasonable instructions. This may include advice on how to handle your Equipment and/or Home Devices, instructions on the manner and frequency by which you switch it on and off and general instructions for use.

13. Data and Software Backup

13.1. Prior to us performing the Expert Support Services, it is solely your entire responsibility and decision to protect the Data stored on your Equipment and/or Home Devices by backing-up your Data that is stored on any and all disks and drives you may have. We shall not be liable for any loss of and/or damage to your Data.

13.2. We are happy to help you back-up your Data using your chosen and preferred back-up solution. In doing so you must ensure that you are authorised and permitted to utilise your chosen back-up solution.

13.3. The Expert Support Services do not cover repair or replacement of any Equipment and/or Home Device(s) that is faulty (as reasonably diagnosed by us during the provision of the Expert Support Services).

13.4. You can access the Expert Support Services by calling 1800 806 200.

14. Remote Access Support

14.1. Remote Access Support is only available in relation to a Remotely Accessible Device. Remote Access Support will be used only where we deem it suitable for your specific Remotely Accessible Device issue.

14.2. Where we do deem that Remote Access Support is suitable for your specific Remotely Accessible Device issue, you agree that our agents are entitled to access your Remotely Accessible Device remotely to provide you with the Expert Support Services.

14.3. To use Remote Access Support and in order for us to access your Remotely Accessible Device, all the component parts of your Remotely

Accessible Device must be fully working and fully assembled. Furthermore,

your Remotely Accessible Device must have access and a sustained connection to a Wi-Fi network, in order to avail yourself of the Remote Access

Support. Remote Access Support is not available over your mobile internet connection.

14.4. The Expert Support Services are subject to fair usage. we may cease or suspend your use of these services if we have reason to believe that you are using it over and above what is reasonable for these types of services.

15. Equipment Security Software

15.1. For the term of these Conditions, you will be entitled to avail yourself of security software provided by our third party partners ("Third Party") at no extra charge, subject to acceptance by you of the applicable Third Party terms and conditions of service.

15.2. The security software, which is only suitable for use on the Equipment, allows you to (where the Third Party deems it possible), amongst other things, locate, remotely block and erase data held on your Equipment in the event that it is lost and stolen. For full details about the security software, how to use it and applicable restrictions and/or limitations, please see www.TeamKnowhow.ie.

15.3. If these Conditions are cancelled or terminated for any reason, all rights to obtain the Third Party services at no additional charge will cease from the date of that termination or cancellation.

15.4. You may cancel your agreement with the Third Party partner(s) for such services within seven working days of the day after accepting the relevant terms and conditions and prior to first using such services. However, as these services are provided at no extra cost, you will not be entitled to any refund if you cancel in this manner.

16. Virus Removal

16.1. Virus Removal for your Equipment (i.e. a mobile phone or tablet only) is included as part of the Expert Support Services. However, Virus Removal for any other device (e.g. a computer), including but not limited to your Home Devices, will not be included as part of the Expert Support Services and will incur a charge. Such charge may be subject to a percentage discount.



16.2. In carrying out the Virus Removal procedure, we may be required to completely delete all Data stored on your Equipment. Therefore we recommend that you back-up the Data stored on your Equipment in accordance with clause 13 above.

17. Excluded Services

17.1. Excluded Services for your Equipment or any other device, including but not limited to your Home Devices, will incur a charge.

18 General

18.1 You agree to follow our agent's reasonable instructions including any security instructions. This may include advice on installing any security software, instructions on how to handle your Equipment, the manner and frequency by which you switch it on and off and general instructions for use.

18.2. Our Expert Support Services are only available to consumers who require expert support for domestic use. We will not supply either of our Services for business-related purposes.

18.3. Various Expert Support Services may be available depending on the Equipment in relation to which you use the Expert Support Services and not all Expert Support Services are available in relation to all types of Equipment.

19. Where your Equipment Contains Software and/or Data:

19.1. You must have valid software licences for your operating system and applications. Where applicable, you must also supply details of the relevant licence keys if we ask for them.

19.2 Unless we have specifically agreed in writing to provide you with a software backup service, you must back up any software and data stored on your Equipment. You agree that, prior to us performing the Expert Support Service, it is your entire

responsibility to protect your Equipment and to backup all Data that are stored on any and all disks and drives you may have.

20. Our Responsibility to You

20.1 We will provide the Expert Support Services to the best of our abilities. We may not be able to advise on all issues or solve all problems that you ask us to. Separately, we may not be able to fulfil any requests that fall outside the agreed scope of our Expert Support Service.

20.2. We will not be responsible to you:

20.2.1. for any inherent failures in or caused by any third party products, applications and/or operating systems unless such products, applications or operating systems are supplied by us.

20.2.2. for the repair or replacement of any of your Equipment that is found to be faulty (as reasonably diagnosed by us during the provision of our Expert Support Service to you) unless it was specifically agreed in writing that such repairs services would form part of the Expert Support Service provided to you; and

20.2.3. for any damage caused by your failure to follow our reasonable advice, recommendations or instructions.

21. Limitation of Liability

21.1. We shall not be liable to you for:

21.1.1 any loss or corruption of Data; or

21.1.2 Any losses you may suffer arising from your use of (or failure to use) any anti-virus software.

22. The Remote Access Support and Expert Support Services cannot be cancelled whilst Your Insurance Policy remains in place.