



TERMS AND CONDITIONS - TEAM KNOWHOW MOBILE COMPLETE INSURANCE

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 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.

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

Your Insurance Policy

These are the terms and conditions of your Team Knowhow Mobile Complete Insurance. We, Aviva Insurance Ireland Designated Activity Company, trading as Aviva 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.

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.

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 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

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 begins on the start date shown on your Mobile Complete certificate. Cover for breakdown will begin when your manufacturer's or Team knowhow warranty expires. 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 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 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.

What We'll Cover

Your phone is insured against damage, theft, accidental 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 phone, 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.

We will pay up to €300 for:

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 phone, if:

- we replace your phone and the accessories were damaged, stolen or lost in the same incident; or
- we replace your phone with a different make or model and this means that you can no longer use them.

Cover applies worldwide providing you remain a resident of the Republic of Ireland

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 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 breakdown or damage due to:
 - failure to follow the manufacturer's instructions and/or installation guide;
 - non-hardware problems, e.g. software problems, data downloads and malware such as viruses, worms, spyware, adware or Trojan Horses;
 - use of accessories which are not approved by the manufacturer of the phone;
 - faults in any external electrical supply/connection;
 - 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);
 - cosmetic enhancements you've made to your phone, for example plating or embellishment with precious metals, stones or crystals.
 - any issue that is covered under the manufacturer's or Team Knowhow warranty, or any claim resulting from a manufacturer's defect or recall of the device;
 - damage caused by general wear and tear or cosmetic damage such as dents. Scratches or any other type of damage that does not effect how the device works.
- Loss of stored information, including (but not limited to) any data, downloads, videos, music and applications.
- 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.
- Any incident that occurred before the start date of this policy;
- Any incident caused intentionally by you or any other user of your device.
- Any incident that occurred before the start date of this policy;
- Any incident caused by a government or other authority confiscating your device;
- 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;
- 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:
 - 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;
 - Terrorism; and/or
 - Any action taken in controlling, preventing, suppressing or in any way relating to war or terrorism;



Unauthorised Use

If your phone 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.

Things you must do

1. The user must take reasonable care to protect your device and its accessories from being damaged stolen or lost.
2. You must pay your premiums on time.

Making a claim.

1. You should make any claim as soon as possible.
2. If your phone has been lost or stolen, you must report it to the Gardai Síochána 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 Síochána or other relevant authority cannot issue any documentation, please call us on 1800 806 200.
3. If your phone has been lost or stolen you must report this to your network provider and at the same time request that the device is blacklisted. 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 phone 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 phone 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. Replacement phones will only be sent to addresses within the Republic of Ireland.
7. You may be required to provide information, documents, or receipts reasonably necessary to support and/or verify your claim.
8. 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.
9. We may supply you with a loan phone while your device is being repaired. Loan phones have basic functions and will not be an equivalent specification to the phone on your certificate.
10. 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.
11. 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.
12. 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.

13. 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.
14. 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.

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. If you no longer wish to insure the phone named on your certificate you can provide notice 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. 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 (as required in 'Things you must do 2'). 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, insured 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, insured months remaining on the policy.



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:

- you no longer own the device;
- 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;
- you are no longer a resident in the Republic of Ireland;
- you change your mobile phone number;
- you change your home or email address;
- 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:

- reflect changes in our expectation of the future cost of providing cover;
- reflect changes (affecting us or your policy) in the law or regulation, or the interpretation of law or regulation or changes in taxation;
- reflect decisions or recommendations of an ombudsman, regulator or similar person, or any code of practice, with which we intend to comply;
- 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

Fraud

If we have reasonable grounds to believe that your claim is in any way dishonest or exaggerated we may cancel your policy immediately and not pay any benefit or return any premium to you. We may also take legal action against you.

Choice of Law

The law of 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 Ireland Designated Activity Company trading as Aviva, 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 Insurance, One Park Place, Hatch St, Dublin 2.

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 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 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 purposes(s). This would not affect our use of the information where consent is not required.

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

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

Credit Reference Agency Searches

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

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

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

Automated decision making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms and in order to process claims.

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 dpo@aviva.com or call us on xxxxxxxxxxxxxx



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 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 dpo@aviva.com or writing to the Data Protection Officer, Aviva Insurance, One Park Place, Hatch St, Dublin 2.

Or contact Carphone Warehouse Limited by either calling 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 Commissioner's 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 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@fspoi.ie, online at www.fspoi.ie, or by writing to The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Aviva Insurance Ireland Designated Activity Company, 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.