

Team Knowhow Instant Replacement Insurance Policy Terms and Conditions —

Regulatory Status Disclosure

Team Knowhow Instant Replacement Insurance is arranged by DSG Retail Ireland Limited (C42485), a tied agent of The Carphone Warehouse Limited. This insurance is underwritten by Aviva Insurance Ireland Designated Activity Company. The Carphone Warehouse Limited administers these policies (including claims handling and premium collections) on its behalf. The Carphone Warehouse Limited, trading as The Carphone Warehouse, is regulated by the Central Bank of Ireland and is a private company limited by shares. Registered in Ireland No. 237397, with registered office at Omni Park Shopping Centre, 3rd Floor Office Suite, Santry, Dublin 9 and Head Office at Omni Park Shopping Centre, 3rd Floor Office Suite, Santry, Dublin 9. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland and is a private company limited by shares. Registered in Ireland No. 605769. Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

Introduction

Your Insurance Policy

Welcome to your new Team Knowhow Instant Replacement Insurance Policy. This Policy wording outlines what is covered, the terms and conditions of your Team Knowhow Instant Replacement Insurance Policy and the limits that apply. Please read this Policy and keep it safe. In return for you paying your premiums, we will provide cover for the Product shown in your Instant Replacement Insurance Certificate, providing you remain the owner of the Product, and anyone using the Product complies with the terms and conditions outlined in this Policy wording.

The law which applies to the contract

Under European law and the law of the Republic of Ireland, you and we can choose the law which will apply to this contract. We propose that the law of the Republic of Ireland will apply

Use of Language

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

Insurance Act 1936 (Section 93)

All money which is paid or may be paid by us to you under this Policy will be paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in line with Section 5 of the Stamp Duties Consolidation Act 1999.

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 1890 818575, by emailing customer.services@Teamknowhow.com or by letter addressed to Team Knowhow Complaints Customer Services, PO Box 4043, Swindon, UK. 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 promptly; 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.

Geographical limits

We will provide the cover as set out in this Policy for events which may happen worldwide during any period of insurance. If an event happens while you are abroad, we will not be able to settle your claim until you return to the Republic of Ireland.

Claim Line

Please let us know immediately about any event which could lead to a claim under this Policy. If your Product breaks down you should return the Product to a Currys PC World store, together with your certificate of insurance. Please call Team Knowhow Support on 1890 818 575 who will assist with any questions that you may have.

Definitions

Throughout the text certain words have a specific meaning wherever they appear and we have defined these below.

Period of insurance

The period of time covered by this Policy is as shown in your Instant Replacement Insurance Certificate. Cover for damage will begin on your Policy start date, as shown in your Instant Replacement Insurance Certificate. Cover for breakdown will begin when your manufacturer's warranty expires.

Policy cover will continue from the Policy 'Effective Start Date' until the Policy 'Expiry Date' (as set out in your Instant Replacement Insurance Certificate), unless it is cancelled by you or us before then.

Policy

This Policy wording, the information you have provided, and the Instant Replacement Insurance Certificate form the contract of insurance between you (the policyholder) and us (Aviva Insurance Ireland DAC). In return for your premium, we will provide the cover outlined in this Policy wording for the Product shown on your Instant Replacement Insurance Certificate, providing you remain the owner of the Product, and anyone using the Product complies with all the terms and conditions outlined within this Policy.

Product

The product which we describe under the heading 'Product Covered' in the **Instant Replacement Insurance Certificate** we have given to you and which remains in force.

We, us, our

Aviva Insurance Ireland Designated Activity Company (DAC), trading as Aviva and which is regulated by the Central Bank of Ireland.

You, your

The policyholder as named in the 'Customer Details' section of the Instant Replacement Insurance Certificate.

Instant Replacement Insurance Certificate

The Certificate that shows the specific product covered by this Policy, the period of cover, premium due, payment frequency, significant cover exclusions and the policyholder's details. The certificate does not show the cover you have and you should read this as one document together with your Policy wording.

General Conditions

Keeping to Policy conditions

1. You must keep to these conditions before we will make any payment under this Policy
 - a. You must pay your premium and ensure all monthly payments are paid on time where applicable
 - b. You must let us know about any relevant or material facts that may possibly affect our decision to provide insurance. If you do not reveal these facts, your Policy may not provide the cover you need or may not be valid at all. If any of the information provided is not complete or accurate, this could result in the Policy being cancelled or part of a claim being declined and you may encounter difficulty obtaining insurance elsewhere.

Claims

2. You must
 - a. let us know immediately about any event which may give rise to a claim under this Policy with all the details we may need.
 - b. co-operate fully with us in investigating and handling any claim.

Cancellation

1. You may cancel this Policy at any time. If you cancel the policy within the first 28 days you will be entitled to a full refund (unless you have made a claim). If you cancel the policy after 28 days you will be entitled to a pro - rata refund, calculated on the number of unexpired, insured months remaining for which you have paid.
2. If you no longer wish to insure the Product described in your Instant Replacement Insurance Certificate you can provide notice to cancel your policy by calling Team Knowhow Support on 1890 818 575 or email: customer.services@Teamknowhow.com notifying us of your wish to cancel.

Team Knowhow Instant Replacement Insurance Policy

We may cancel this Policy for any valid reason. A valid reason may include, but are not limited to:

- a. Where a premium is not paid on time. If this happens we will notify you of this. If the payment is not received (either by our second attempt to take the payment, or by you making the payment by alternative means) within 14 days from the date on which it was due, your Policy will be cancelled from the date on which 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 Product 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' condition below, 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.

Unless otherwise stated above, if we cancel your Policy we will give at least one month's 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.

Duty to take care

1. You must take all reasonable steps to prevent damage to your Product and take reasonable care to protect your Product and its accessories from being damaged. You must use and maintain your product and accessories in line with the manufacturer's instructions. You must allow us to examine the product at any time.

Fraud

2. If any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud, you will lose all benefit under this Policy, we will cancel your Policy immediately and will not return any premium to you. This will also apply if you exaggerate a claim or if you send forged or false documents to us. We may also take legal action against you.

Eligibility

3. To be eligible for a Team Knowhow Instant Replacement Insurance Policy you, the person named on the certificate, must be a permanent resident of the Republic of Ireland, be aged 18 years or over and:
 - a. Your product must be less than 45 days old and in good working order before the Policy starts.
 - b. Your product must have been purchased from a Currys PC World or Dixons travel store.

Other insurance

1. If at the time of any claim you have another insurance policy covering the same loss, damage or liability, we will pay only our share of the claim.

Changes we need to know about

2. 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 Product;
 - b) the Product has been replaced under the manufacturer's warranty. In this case, please provide us with proof of the replacement from the manufacturer
 - c) you are no longer a resident in The Republic of Ireland
 - d) you change your home or email address
 - e) you change your bank details if you are paying premiums 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

3. After taking a fair and reasonable view and no more than once in any 12-month period, we may make changes to your Policy cover and/or terms and conditions of insurance, to:
 - a. reflect changes (affecting us or your Policy) in the law or regulation, or the interpretation of law or regulation or changes in taxation;
 - b. reflect decisions or recommendations of an ombudsman, regulator or similar person, or any code of practice, with

which we intend to comply;

- c. make them clearer and fairer to you or to rectify any mistakes that may be discovered in due course.

Any change made under this section will be notified to you in writing at least one month in advance. You are free to cancel your Policy in accordance with the 'Cancellation' section.

Events we insure (What is Covered)

1. Damage & Breakdown

We will replace your Product in the event of;

- a) sudden and unexpected damage that affects how the Product works; or
- b) failure of the Product due to an internal electrical or mechanical fault happening after the date the manufacturer's warranty expires.

What we'll cover

Cover applies worldwide, however if an incident occurs while you are abroad, we will not be able to settle your claim until you return to the Republic of Ireland.

General Exceptions

1. Any incident that occurred before the 'Effective Start Date' of this Policy (as set out in your Instant Replacement Insurance Certificate).
2. Theft or loss.
3. Any incident caused intentionally by you, or anyone who has permission to use your product.
4. Any claim for damage or breakdown due to:
 - a) any external cause including but not limited to faults in any external electrical supply/connection or plumbing;
 - b) flood, wind or other severe weather conditions;
 - c) fire, unless caused by an electrical malfunction within the product;
 - d) non-hardware problems, e.g. software problems, data downloads and malware such as viruses, worms, spyware, adware or trojan horses;
 - e) use of accessories which are not approved by the manufacturer of the product;
5. Stored information, including (but not limited to) any data, downloads, videos, music and applications and any costs relating to the retrieval of data.
6. Cosmetic damage such as dents, scratches or any other type of damage that does not affect how the product works.
7. Damage resulting from your product having been left in the possession or control of a person you do not know.
8. Damage caused by chewing, scratching, tearing or fouling by animals or insects.
9. Any breakdown that is covered by the manufacturer's warranty, or a claim resulting from a manufacturer's defect or recall of the product.
10. Any loss arising as a result of being unable to use the product or any loss that is not the direct result of the insured incident itself.
11. The replacement of regularly replaced items/consumable items, including:
 - a) Built-in batteries (except cordless vacuum cleaners).
 - b) Bulbs and lamps.
 - c) Vacuum cleaner belts.
12. Any costs associated with cleaning, servicing, inspection or any adjustments of the product, 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.
13. Any claim if the product has been modified with expert enhancements or repaired by someone other than the manufacturer or one of its authorised repair agents. If the product has been modified cosmetically, the product will be covered but not the cosmetic enhancements.
14. Any incident caused by a government or other authority confiscating your product.
15. Any financial loss resulting from your product being used without your consent to access your bank account, and/or make purchases.
16. 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.

Making A Claim

After an insured event occurs

1. You must let us know immediately about any event which may give rise to a claim under this Policy with all the details we may need. If your Product breaks down you should return the Product to a Currys PC World store, together with your certificate of insurance.
2. There is no excess to pay on this Policy.
3. If the incident happens outside the Republic of Ireland, we will not be able to settle your claim until the Product is in the Republic of Ireland and available for assessment.
4. You may be required to provide information, documents, or receipts reasonably necessary to support and/or verify your claim.
5. If, at the time of an incident or claim, there is any other insurance covering the same loss, damage or liability, we will pay only our share of the claim

How your claim will be settled

1. We settle claims under this Policy by replacing your Product.
2. Replacement Products will not include any stored information you added to your original Product, including (but not limited to) any data, downloads, videos, music or applications.
3. If we settle your claim and replace your product, the original product will become our property.
4. You are entitled to as many replacements as required during the 3 years of your Policy. However, your Policy will end if your product is replaced through a Currys PC World voucher, or if the replacement chosen is not eligible for an Instant Replacement Policy

General information

Telephone Call Recording and Charges

1. For our joint protection telephone calls may be recorded and/or monitored.
2. Calls to our 1890 number is subject to standard operator charges.

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 The 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 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 (Central Bank of Ireland), 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.

Verifying claims

If you're making a **claim**, we may use automated processing to assess the validity of your claim. Examples of what this could include are: deciding on whether cover under the policy applies, the value of the claim or the application of other terms and conditions.

Contesting an automated decision

If we made a decision about you based solely by automated means (ie with no human intervention), and our decision produces a legal effect concerning you (such as the rejection of your application or of a claim), or otherwise significantly affects you, you may have the right to contest that decision, express your point of view and ask for a human review. These rights do not apply where we're authorised by law to make such decisions and have adopted suitable safeguards in our decision-making processes to protect your rights and freedoms. If you wish to invoke this right, please contact us at dpo@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 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 The 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.