Note: Orange Care is no longer open to new customers.

Notice of Variation – Summary of changes to insurance terms and conditions effective 01 November 2013.

Allianz Insurance plc has made a number of changes to the terms and conditions of the insurance cover included in Orange Care. A revised copy of the terms and conditions is attached and **We** suggest **You** read it through. The sections of the **Agreement** affected and a summary of the significant changes are set out below.

Some words in this document have the same special meaning used in the full terms and conditions. These words appear in bold and begin with a capital letter.

## **General changes**

Orange Care is a package made up of insurance, provided by Allianz Insurance plc and a warranty provided by EE Limited. As the contract is an **Agreement** with both companies the word **Agreement** has replaced policy or contract in these terms and conditions.

# **Changes to Important Information section**

The Changes to this section are:

- A new bullet has been added to explain that You should provide complete
  and accurate information to Us over the telephone, in a claim form or
  other documentation. It also explains that if You do not provide complete
  and accurate information it could invalidate Your insurance cover and
  could prevent all or part of a claim being paid.
- A new bullet has been added to explain that if You cancel Orange Care in the minimum four month period, You need to pay any outstanding payments for the period.
- In the fifth bullet point the words "by a SIM card" have been added to describe how Your Mobile Device is connected to Your service plan. It has also been amended to state that the SIM card that connects Your Mobile Device to the network should be in the Mobile Device at all times, unless the Mobile Device is a SIM free Mobile Device bought as part of a bundle. However, a claim will be considered if the SIM card has been removed temporarily for a legitimate reason.
- A new bullet has been added to point out that You should review this Agreement from time to time.

## Changes to the Words with special meanings section

- The words "and **You** are unable to recover it" have been added to the explanation of **Loss**;
- The explanation of "We, Us and Our" now includes EE and has been amended to refer to EE Limited – the new company name of Everything Everywhere;
- The explanation for **Period of Cover** has been changed to clarify that the cover ends at the earliest of one of the events listed in "When Orange Care Ends"
- An explanation for the words Theft and Stolen has been added. The
  explanation extends the cover to include situations where Your Mobile
  Device is being used or stored by someone with Your permission.

# Changes to the What is covered section

The explanations of the terms **Lost**, **Stolen** and **Damaged** have been added for ease of reference. Cover is extended to include situations where **Your Mobile Device** is **Stolen** while it is being used or stored by someone with **Your** permission.

# Changes to the What's not covered section

One exclusion (9) has been replaced, some others have been amended, renumbered or deleted. These are explained below:

| No | Type of change                      | The change  |
|----|-------------------------------------|---|
| 1  | Amended                             | This exclusion has been amended so that it does not apply if <b>Your Mobile Device</b> is being used or stored by someone with <b>Your</b> permission.  |
| 3  | Deleted and<br>replaced by<br>3 & 4 | <ul> <li>3. Theft claims will be excluded where Your Mobile Device is knowingly left on display and out of Your view.</li> <li>4. Theft claims will be excluded where You leave Your Mobile Device in a building or property and there is no evidence of Damaged caused by force</li> </ul> |
|    |                                     | to the property.  |
| 7  | Amended                             | This exclusion has been amended and does not  |

|    |                                       | apply where <b>You</b> have removed the SIM card temporarily for a legitimate reason.   |
|----|---------------------------------------|---|
| 9  | Amended<br>and<br>renumbered<br>as 10 | The timescales for reporting a claim to the Police within 48 hours have been removed. This exclusion has been renumbered as 10, which excludes claims for <b>Theft</b> if <b>You</b> do not report this to the police and do not obtain a crime reference number. |
| 10 | Deleted                               | The timescales for reporting an incident involving Loss, Damage, Mechanical or Electrical Breakdown within 48 hours have been removed.  |
| 16 | Amended                               | This exclusion will not apply if cosmetic damage prevents <b>Your Mobile Device</b> from working  |
| 21 | Amended                               | Excludes a claim where <b>Your</b> service plan is not paid up to date.   |

# Changes to the How to make a claim section

The table in this section setting out the timescales for reporting a **Loss** or **Theft** to the Police and reporting a claim to **EE** has been deleted and replaced with guidance on the steps **You** should take when **You** need to make a claim.

## Changes to the Conditions when making a claim section

The 8th bullet has been amended to explain that if **You** find or recover **Your Mobile Device** after it has been replaced as the result of a successful claim for **Loss** or **Theft**, **You** must return the **Lost** or **Stolen Mobile Device** to the **Insurer**.

Changes to the How to change the Mobile Device on cover section
This section has been amended to explain what You need to do to change
the Mobile Device on cover and how the terms of this Agreement will apply
to the new device.

## Changes to the How much does Orange Care cost? section

The terms in this section have been amended to explain how the first monthly payment is calculated and to explain the insurance cover will continue for a period of 56 months after the initial four month minimum period unless it is cancelled earlier by **You** or the **Insurer**. See "When Orange Care Ends".

## **Changes to the Fraud Section**

The terms in this section have been amended to explain that **EE** will access data from other insurers and financial businesses in order to detect potential fraudulent claims.

# **Changes to the Cancelling Orange Care section**

The terms in this section have been revised to make it clear that EE and the **Insurer** cannot cancel the **Agreement** in the initial four month minimum term period. The terms also explain what **You** need to do if **You** want to cancel **Your** Orange Care **Agreement**.

## Changes to the Insurer and Financial Services Authority details section

This section has been renamed as: Insurer and Regulator details.

The regulated status of Allianz Insurance plc, Lifestyle Services Group and **EE** has been amended and **EE**'s new company name has been added.

# Orange Care is no longer open to new customers.

# **Welcome to Orange Care**

At EE We value our customers, which are why We have put together Orange Care, a package of benefits to protect Your Mobile Device, just in case the unexpected happens.

This document, the Confirmation of Cover and any notice of variations must be read together as they form the basis of Your contract with Us. Please these documents together in a safe place for future reference.

# Terms and conditions apply to the insurance and the warranty, these are set out below.

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# For all your Orange Care queries and to make a claim, please use the following numbers:

| Calling from    | Consumers     | Small Business | Business Services |
|-----------------|---------------|----------------|-------------------|
| Orange phone    | 150           | 345            | 158               |
| any other phone | 07973 100 150 | 07973 100 345  | 07973 100 158     |

# The Insurance and Warranty

This is your Orange Care terms and conditions and together with the Confirmation of Cover and any notice of variation, forms Your Agreement with the Insurer and Us.

In return for the payment shown on Your Confirmation of Cover, the Insurer will insure Your Mobile Device and We will provide warranty cover under the terms and conditions of this Agreement for an incident during the Period of Cover.

Copies of this document are available in Braille, audio and large print on request.

## Important information

- You can only purchase Orange Care if You are 18 years of age or over and live permanently in the United Kingdom.
- It is Your responsibility to provide complete and accurate information to Us when you take out Your Agreement and throughout the life of Your Agreement. It is important that you ensure all statements You make over the telephone, on claim forms and other documents are full and accurate. Please note, if You fail to provide complete and accurate information to Us, this could invalidate Your insurance cover and could mean that all or part of a claim may not be paid.
- Orange Care is subject to a minimum period of four months from the start date of your agreement. If You cancel Your Agreement during the term, You will need to pay any outstanding payments due for the

remainder of this period.

- You may change the Mobile Device registered under Orange Care during the Period of Cover. Please refer to the section "How to change the Mobile Device on cover" for further details.
- Cover will be provided whilst You own the Mobile Device and it must be registered in Your name and connected by a SIM card to an Orange Service Plan to be eligible for cover. Your Mobile Device may be used by You or an Authorised User or person using the Mobile Device with permission. The SIM card that connects Your Mobile Device to an Orange Service plan should be in the device at all times, unless it has been removed temporarily for a legitimate reason. A SIM free Mobile Device purchased as part of a bundle is covered without a SIM card connected to an Orange Service Plan.
- Where You have Orange Care for more than one Mobile Device, each Mobile Device is subject to a separate Agreement with the Insurer and Us. You cannot claim for the same Mobile Device under two separate Orange Care Agreements.
- You should review this Agreement from time to time to ensure the insurance and warranty it provides remain suitable for Your needs.

# Words with special meanings

Some of the words in this Agreement have specific meanings. These are explained below and have the same meaning wherever they appear throughout this Agreement.

| Agreement                             | These Orange Care general terms and conditions between You, the Insurer and Us.   |  |  |
|---------------------------------------|---|--|--|
| Authorised User                       | A person authorised by You to use the Mobile Device.  |  |  |
| Confirmation of Cover                 | A document headed 'Confirmation of Cover' that is sent to You after Your purchase of Orange Care.   |  |  |
| Damage                                | The sudden and unexpected failure of Your Mobile Device caused accidentally or maliciously that prevents Your Mobile Device from meeting its designed function. |  |  |
| Electrical or Mechanical<br>Breakdown | The failure of Your Mobile Device due to any permanent mechanical or electrical defect causing replacement or repair before normal operation can be resumed.    |  |  |
| Excess                                | The amount payable by You for each successful claim. The amount will vary depending on the type of Mobile Device You  |  |  |

|                       | are claiming for and the number of claims you have previously made. The amount of the Excess can be found in the section "Conditions when making a claim".  |  |  |
|-----------------------|---|--|--|
| IMEI number           | International Mobile Equipment Identity number. The serial number that uniquely identifies Your Mobile Device. You can find this by typing in *#06# into the keypad of Your Mobile Device (phones only).              |  |  |
| Incident              | An event or a series of events, which result in Damage or the Loss or Theft, of Your Mobile Device resulting in a claim for repair or replacement.  |  |  |
| Insurer               | Allianz Insurance plc.  |  |  |
| Loss, Lost            | The disappearance of Your Mobile Device in circumstances that do not involve Theft and You are unable to recover it.  |  |  |
| Manufacturer Warranty | The initial warranty provided by the manufacturer from the date you purchase Your Mobile Device.  |  |  |
| Mobile Device         | The device or high value device (e.g. mobile phone, USB modem, etc.), in use on Your Orange Service Plan, including the device and where provided: SIM Card, charger and battery included with the device in the box. |  |  |
|                       | The Mobile Device must be the latest Mobile Device provided to You by Us or one of Our agents or, the Mobile Device that You have notified and registered with Us and we have accepted.                               |  |  |
|                       | Mobile Device includes a SIM free device (e.g. Tablet) when purchased as part of a bundle with a device or high value device.   |  |  |
| Orange Service Plan   | A bundle of airtime and supplementary services offered by Us to You at agreed charges.  |  |  |
| Period of Cover       | A period beginning on the Start the and ending at the earliest of one of the events listed in the section "When does Orange Care end?"  |  |  |
| Start Date            | The Start date shown on Your Confirmation of Cover.   |  |  |
| Theft, Stolen         | Your Mobile Device being taken unlawfully from You an Authorised User or anyone using or storing Your Mobile Device with the permission of You or an Authorised User.   |  |  |
| Unauthorised Use      | Any usage (i.e. calls, downloads, text messages) of Your  |  |  |

|                   | Mobile Device by another person made without Your permission following the Theft or Loss of Your Mobile Device. |
|-------------------|---|
| United Kingdom/UK | England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.                            |
| Warranty Period   | The period of 36 months commencing on the Start Date.   |
| We, Us, Our       | EE Limited.   |
| You, Your         | The person named on the Confirmation of Cover.  |

## What is covered?

### The insurance provides:

The Insurer will provide worldwide cover for You for the repair or replacement of Your Mobile Device being used by You or an Authorised User during the Period of Cover if it is:

| Lost    | The disappearance of Your Mobile Device in circumstances     |
|---------|--|
|         | that do not involve Theft and You are unable to recover it.  |
| Stolen  | Your Mobile Device being taken unlawfully from You an        |
|         | Authorised User or anyone using or storing Your Mobile       |
|         | Device with the permission of You or an Authorised User.     |
| Damaged | The sudden and unexpected failure of Your Mobile Device      |
| _       | caused accidentally or maliciously that prevents Your Mobile |
|         | Device from meeting its designed function                    |

## The warranty provides:

We will provide worldwide warranty cover for a maximum of 36 months for You for the repair or replacement of Your Mobile Device if it suffers from:

- Electrical Breakdown
- Mechanical Breakdown

Whether being used by You or the Authorised User.

The Warranty Period will be unaffected if We replace Your Mobile Device and will continue to apply from the Start Date of this Agreement. The Excess may not be payable on warranty claims in the first six months after the purchase or upgrade of a new Mobile Device registered to this Agreement.

#### What is not covered?

- 1. Loss, Theft or Damage as a result of Your Mobile Device being used by someone else other than You, an Authorised User or anyone using or storing Your Mobile Device with the permission of You or an Authorised User.
- 2. Loss, Theft or Damage to any accessories or other devices which are not included in the explanation of a Mobile Device (see "words with special meaning").
- 3. Theft, where Your Mobile Device is knowingly left on display and outside the view of You, an Authorised User or anyone using or storing Your Mobile Device with the permission of You or an Authorised User.
- 4. Theft where Your Mobile Device was left in a building or other property, unless force resulting in damage to the building or premises was used to gain entry or exit.
- 5. Deliberate Damage to Your Mobile Device by You or an Authorised User under the instruction of You or an Authorised User.
- 6. Any Mobile Device not registered with an Orange Service Plan at the time of the Incident, unless the device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of Our agents.
- 7. Any claim where the Orange SIM card linked to an Orange Service Plan was not inserted into the SIM card holder in Your Mobile Device at the time of the Incident. This exclusion will not apply where You have removed the SIM card temporarily for a legitimate reason or where the Mobile Device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of our agents.
- 8. Any claim where you are unable to provide proof of purchase of a Mobile Device from Us or one of Our agents.
- 9. Any costs arising from Unauthorised Use of Your Mobile Device after it was Lost or Stolen.
- 10. Any claim for Theft that You do not report to the police and for which You do not obtain a valid crime reference number.
- Damage caused by any form of portable external storage media including but not limited to memory cards, USB memory sticks or other digital recording equipment.
- 12. Electrical Breakdown of a Mobile Device caused by a removable battery that is older than 6 months.
- 13. Wear and tear, rusting or climatic conditions or other deterioration due to normal use or exposure, or where You have failed to follow the manufacturer's instructions for Your Mobile Device.
- Any software or data installed on Your Mobile Device, such as telephone numbers, ringtones, music, pictures, applications or videos, Damage caused as a result of a virus, or Damage caused by the installation of software or applications, or any costs incurred by You during reinstallation.
- 15. Malfunction caused by the routine servicing, inspection, maintenance, dismantling or cleaning of Your Mobile Device, or if repairs have been carried out by persons not authorised by Us.
- 16. Cosmetic Damage whether internal or external unless it impairs Your usage of the Mobile Device.

- 17. Any costs suffered by You as a result of not being able to use Your Mobile Device, or any costs other than the repair or replacement cost of Your Mobile Device.
- 18. Any claim relating to the confiscation or detention of Your Mobile Device by any government body or recognised authority, including but not limited to the Police or HM Revenue & Customs.
- 19. Any labour or other charges incurred where a fault cannot be found with Your Mobile Device.
- 20. Any costs or Damage caused to Your Mobile Device by war, invasion, revolution or any similar event.
- 21. Any claim where Your Orange Service Plan is not paid and up to date in accordance with the terms and conditions of the Orange Service plan agreement.

# How to make a claim

Follow the step by step instructions below to report a claim and read the next section "Conditions when making a claim":

| Search   | Where possible, make contact with the owner or management of the last known location of Your Mobile Device to see if it has been handed in as lost property.   |  |  |
|----------|--|--|--|
| Report   | Report any Theft to the police (or local police if outside of the UK at the time of the Incident) and obtain a crime reference number and police station details.  |  |  |
| Protect  | If Your Mobile Device has the functionality, activate the Mobile Device location feature to assist You in retrieving Your Mobile Device. This may also enable You to Lock and Wipe the data stored on Your Mobile Device. Please speak to Us if You need any assistance with this.   |  |  |
| Register | Register the claim with Us as soon as possible by calling Your Customer Service Number. We encourage you to report your claim within 30 days to reduce the time you are without your mobile device.  Don't forget: You should report the Loss or Theft of Your Mobile Device to EE as soon as possible to limit Unauthorised Use.  To help Us deal with Your claim as quickly as possible please have the following information to hand when You call:  IMEI Number (You can find this on the box Your Mobile Device came in);  The make and model of Your Mobile Device;  Crime reference number and the name of the police station it was reported to (as applicable);  Time and date of the Incident. |  |  |

## Conditions when making a claim

- We may ask for documentation to support Your claim including but not limited to: proof of purchase and evidence of violent or forcible entry (where appropriate). If You do not provide the documentation requested, We may decline Your claim.
- An Excess will be charged for each successful claim. Where applicable, the Excess will either be added to your Orange Service Plan and included in your next month's bill or taken by card payment when you make the claim. We'll advise you of the method of payment at the time of claim. (If You have a SIM free Mobile Device, you will be required to pay the Excess at point of claim). Please see the table below for the details of the Excess payable:

| Cost of Orange Care per month | £7.99  | £12    | £15    |
|-------------------------------|--------|--------|--------|
|                               | Excess | Excess | Excess |
| Each Successful Claim         | £25    | £50    | £50    |

- If Your Mobile Device is Lost, Stolen or Damaged abroad, Your replacement Mobile Device will only be sent to an address within the United Kingdom.
- Your policy includes the cost of delivering a replacement Mobile Device to You. However, it does not include the cost of failed deliveries, for example, where delivery is aborted because:
  - You are not available to accept the replacement Mobile Device at a pre agreed time and place; or
  - You fail to notify us that Your Mobile Device reported Lost or Stolen has been recovered.

We reserve the right to charge You for subsequent deliveries.

- If You make a claim that We think may be dishonest, We will refuse to settle it. If We settle Your claim but later discover it to be dishonest, We will take action to recover the costs of dealing with Your claim including the cost of the replacement Mobile Device.
- If you receive a replacement Mobile Device because Your Mobile Device is considered to be beyond economic repair, the Insurer may take possession of Your Mobile Device. We may at Our discretion, on behalf of the Insurer, request to examine Your Damaged Mobile Device before a replacement is issued.
- As the Insurer's claim handling agents, all repairs to or replacement of Your Mobile Device will be at Our discretion. If Your Mobile Device is Damaged We will at Our option repair the Damage or replace Your Mobile Device on behalf of the Insurer. The Mobile Device will remain Your responsibility until We have received it. If the Mobile Device is Lost during delivery to Us, then You will still be liable for the cost of the Mobile Device. We recommend that You send the Mobile Device by secure means.
- If you receive a replacement device as a result of a successful Loss or Theft claim and you later find or recover the Mobile Device, You must

return it to Us at: EE Claims Department, Emerald Buildings, Westmere Drive, Crewe Cheshire, CW1 6UN.

Alternatively, You can contact Us on Your customer number to discuss further options.

- Replacement of Your Mobile Device will be made with an Orange branded product. The replacement product will wherever possible be of the same or similar specification at Our discretion. The replacement may be from refurbished stock that has been tested and is fully functional.
- There is no entitlement to have Your claim settled by payment of money.
- Where only part(s) of Your Mobile Device have been Damaged, Lost or Stolen, We will only replace the Damaged, Lost or Stolen part(s).

# How to change the Mobile Device on cover

If you purchase a new Mobile Device and want to transfer cover, please contact us immediately on Your Customer Number below:

|        | Type of customer  | From an<br>Orange,<br>phone | From any other phone |
|--------|-------------------|-----------------------------|----------------------|
| Orange | Consumer          | 150                         | 07973 100 150        |
|        | Small<br>business | 345                         | 07973 100 345        |

You can transfer cover to any Orange branded Mobile Device but this must be agreed by Us in advance of this Agreement being transferred.

In the event of a claim, this Agreement can be transferred to Your new Mobile Device. Please contact Us immediately on Your Customer Number to update Your details.

Only the registered Mobile Device is covered and only one Mobile Device can be covered at any one time. If you have more than one Mobile Device that you wish to be covered, a separate Orange Care agreement will be needed for each Mobile Device.

It is Your responsibility to ensure the insurance and warranty provided by this Agreement continues to meet Your needs.

## Can Your Agreement change?

The Insurer can review and change the monthly payment or change the terms and conditions of this Agreement. You will be given at least 30 days' notice in writing to Your last known address, via a bill message, through your online account or via the email address You provided to Us. EE can change the terms and conditions of the Warranty by giving You at least 30 days notice in writing to Your last known address, via a bill message, through your online account or via Your email address that You provided to Us. You will have the right to refuse any such changes and cancel Orange Care if You wish.

The circumstances that may give rise to a change in the monthly payment or to the terms and conditions of the insurance or the warranty include: significant adverse claims experience, significant increase in EE or the Insurer's operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates.

## **How much does Orange Care cost?**

The cost of Orange Care depends on the make, model and type of Your Mobile Phone and can be found on Your Confirmation of Cover. The monthly payment includes any applicable taxes or additional charges.

Please note: Your first monthly payment will cover the number of days from the Start Date until the end of the first billing period and the end of the next bill period.

After the minimum four month term, Orange Care will continue for up to 56 months or until the earliest of one of the events listed in "When Your Orange Care ends?" The monthly payment will be added to the bill for Your Orange Care Service Plan.

#### Fraud

If You or anyone acting on Your behalf makes any false or fraudulent claim or supports a claim by providing false or fraudulent documentation, device or statements, this policy shall be void and You will forfeit all rights under Orange Care and all cover will cease. In such circumstances, the Insurer retains the right to keep any monthly payments and to recover any sums paid by way of benefit under Orange Care. We may also share Your information with fraud prevention agencies to help combat fraud.

If We receive a claim under Orange Care We will access data from other insurers and other financial businesses. We may ask You or the Authorised User to give written consent, during the claims process, to obtain specified information and material from the Police and to exchange information and material with them. The purpose of these measures is to help Us verify claims and to guard against fraud. If You or the Authorised User gives such consent You or the Authorised User will be given the opportunity to receive a copy of the information and material the Police release to the Insurer. Should You or the Authorised User decline to give such consent, the Insurer may in turn decline to settle the claim without the required information and material. We will not normally release information or material about the Authorised User to You without their consent.

## When your Orange Care ends

This Agreement will end automatically at the earliest of the following:

- You no longer live permanently in the UK
- You no longer own the Mobile Device or disconnect it from the Orange network
- You, Us or the Insurer cancel the Agreement
- At the end of the 60th month after the Start Date shown on Your Confirmation of Cover
- If You switch from a pay monthly service plan to a pay as you go service plan

## **Cancelling Orange Care**

## Distance Sales - Your additional rights to cancel

This paragraph applies to customers (i.e. individuals acting in a private capacity rather than for business purposes) through a distance sale (i.e. a sale, such as a telephone or internet sale, that is not made on a face to face basis). You have the right to cancel Orange Care within 14 days of the Start Date or receipt of Your Confirmation of Cover and terms and conditions, whichever is later. If You have not made a claim we will refund any payments You have made on a pro-rata basis.

If You have made a claim during this period, We will refund any payments You have made on a pro-rata basis for the period of cover used.

After the initial 14 days You (this includes those who have not purchased through a distance sale) can cancel Orange Care at any time subject to the following:

# **Orange Care minimum four month term**

- If You cancel Your Agreement within the minimum four month term, You will be required to pay any monthly payments due for the remainder of this period.
- If You do not want to receive Orange Care after the minimum four month term period, You must let Us know before the end of the fourth month of cover. We will then terminate Your Agreement once the minimum four month term has finished.
- If You have already paid the premium for the fifth month before the minimum four month term has expired, this will be refunded on a pro rata basis on Your fifth bill. (This may be refunded on Your sixth bill if notice is not received in time before Your fifth bill is processed).

#### Cancellation after four month minimum term

If Your notice of cancellation is received less than 10 days before the next billing date, this Agreement will continue until the following month and You will have to make a further monthly payment.

If you decide to cancel Orange Care call Your Customer Service Number or write to Us at: Care Compliance Team, EE Limited, Senhouse Road, Darlington DL1 4YB quoting Your EE account number shown on Your Confirmation of Cover.

After the four month minimum term period, EE and the Insurer can cancel your Agreement by giving You 30 days written notice by post to Your last known address or an email to the email address You have provided to Us.

The circumstances that may give rise to the cancellation of Your Agreement are: significant adverse claims experience, significant increase in EE or the Insurer's operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates.

Additionally, if You provide Us with fraudulent or inaccurate information, or for any other valid reason We and the Insurer may terminate immediately. Any refund will be at Our discretion.

#### Which law applies?

This Agreement shall be governed by and construed in accordance with laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

## What to do if You need to make a complaint

We aim to get it right, first time, every time. If We do make a mistake We will try to put it right as soon as We can. If You wish to make a complaint, please call Us on Your Customer Service Number or alternatively You can write to: Care Compliance Team, EE Limited, Senhouse Road, Darlington DL1 4YB.

We will always acknowledge receipt of Your complaint within five working days or sooner and do Our best to resolve the problem within four weeks. If We cannot, We will let You know when an answer may be expected.

If We have not sorted out the situation within eight weeks, We will provide You with information about the Financial Ombudsman Service.

Using the Insurer's complaints procedure or referral to the Financial Ombudsman Service does not affect Your legal rights.

# **Financial Services Compensation Scheme**

If the Insurer is unable to meet their liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100.

#### **Data Protection**

The details You supply will be stored by Us, Lifestyle Services Group Limited (LSG) and the Insurer to administer Your Agreement. Your personal details may be transferred outside of the EEA. They will be held securely and handled with the utmost care at all times and in accordance with all principles of English law. The Insurer may exchange Your details with other insurers through various databases to help the Insurer check information provided and also to prevent fraudulent claims. Your details will not be kept for longer than necessary.

### Notice to customers - call recording

You are advised that any telephone calls made to EE administration and claims handling units may be recorded. These recordings may be used to monitor the accuracy of information provided by You and Our own staff. They may also be used to allow additional training to be provided to Our staff or to prove that Our procedures comply with legal requirements.

## Insurer and Regulator details

Allianz Insurance plc - The Insurer.

Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.

Lifestyle Services Group Limited – The administrator. Registered in England No.5114385. Registered Office: Osprey House, Ore Close, Lymedale Business Park, NEWCASTLE-UNDER- LYME, Staffordshire ST5 9QD. Authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 315245.

The warranty element of this Agreement is not insurance and is provided by EE Limited: Registered in England No 02382161. Registered office: Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW