

Tesco Phone Insurance

tescophoneinsurance.com

tescophoneinsurance@asurion.com

0345 030 3290¹

8am-9pm Monday to Friday

9am-6pm weekends (closed Bank Holidays)

Please remember to:

- ✓ Read the Terms and Conditions in full, so you know what's covered, what's not and how to claim.
- ✓ Block your lost or stolen mobile device ('device') as soon as you discover it's missing. See Section **D. Making a claim** for contact numbers.
- ✓ Make a claim with us, ideally within 30 days of discovering that your device is damaged or missing by calling us on 0345 030 3290.¹
- ✓ Pay the excess fee to complete your claim. This is confirmed in your welcome letter and you can call us any time to check it.
- ✓ Comply with our reasonable instructions including switching off or uninstalling any app which prevents our access to remove data from the claimed-for device.
- ✓ Return any damaged or faulty device in the pre-paid packaging provided - or you'll be charged a non-return fee.

Terms & Conditions

Please read these Terms and Conditions in full so you understand what's covered and what's not. The terms 'we', 'our' and 'us' means Asurion (the policy administrator) and Liberty Mutual Insurance Europe Limited (the Insurer). The term 'Tesco' means Tesco Mobile.

A. Your cover

Tesco Phone Insurance gives your device worldwide cover for:

- Loss and Theft
- Accidental damage (including cracked screens and liquid damage)
- Malicious damage caused by someone who doesn't have your permission to use the device
- Pet damage
- Out of warranty breakdown

You can add it when buying or upgrading your Pay Monthly device with Tesco provided you're over 18, a UK resident, haven't had a mobile insurance policy declined or cancelled by us in the past or a claim denied by us due to fraud.

You're covered as soon as the device is in your hands. You're covered to lend it to family and friends and whenever you travel abroad - however long that's for.

B. The cost of cover

Your monthly premium and claim excess fee (the amount you have to pay towards the cost of your replacement device to complete a claim) are based on the value of your device at the time of purchase and confirmed in your welcome letter.

Monthly premiums by device model are: £4, £6, £8, or £12

Claim excess fees by device model are: £25, £50, £75, or £85

Your policy is paid monthly in advance by separate direct debit or from your chosen payment card (this will show on your statement as TESCOPHONEINS). You need to pay the first month's premium before any claim can be completed. Cover then renews automatically for the next 59 months after which we'll cancel your policy. As devices age they may fall in value and so from time to time we may adjust excess fees downwards. Call us to find out your current excess fee.

C. What's not covered

- Any claim if you haven't paid your insurance premium. If you haven't paid a premium but your policy hasn't yet been cancelled, we'll process your claim if you pay the outstanding amount
- Any device other than the one shown on your welcome letter unless replaced by us or replaced under manufacturer warranty.
- The excess fee you have to pay to complete a claim.
- A third or subsequent claim in any 12-month period.
- Accessory-only claims and accessories other than the battery, mains charger and hands-free kit that came with the device.
- Any calls, texts data usage or downloads on a lost or stolen device.
- Cosmetic damage - where the device works as normal except where you are claiming for a cracked screen.
- Damage caused by making alterations to the device or acting against manufacturer guidelines.

- The cost of any repair to your device unless we instruct it.
- Any fault that happens within the manufacturer's warranty period (where the manufacturer covers you against certain operating failures).
- Any malicious or deliberate damage caused by you or someone who has your permission to use the device.
- Any losses or consequences you face as a result of being without your device.
- Loss or corruption of any kind of software or digital content other than standard manufacturer software.
- Confiscation of your device by a finance company or government agency (such as the police).
- Any claim we find to be fraudulent. If we settle a claim that's later found to be fraudulent we may take action to recover our costs.

D. Making a claim

1. If your device is lost or stolen, call your network as soon as possible (we recommend within 48 hours) to **block it** against fraudulent use.

Tesco Mobile	0345 301 4455	Vodafone	0333 304 0191
EE	07953 944 250 ²	3	0333 300 3333
O2	0344 809 0202		

We recommend you report any stolen device to the police as we have the right to require a crime reference number to complete your claim.

2. **Call 0345 0303290¹ to make a claim**, ideally within 30 days of discovering the loss, theft, damage or breakdown. If you're calling from abroad please dial +44 345 030 3290 replacing + with the international dialling prefix relevant to your location (check with your operator for details of international rates).

Please have a payment card ready to pay your claim excess fee. We accept MasterCard and Visa debit or credit cards.

If you report a claim to us more than 90 days after discovering the loss, theft, fault or damage to your device, we will still consider your claim, but it may affect our ability to assess your claim and could, in some cases, result in it being declined.

When you make a claim, we'll automatically block any lost or stolen device before sending any replacement. We won't be able to complete your claim until you agree to our blocking that device. Once your claim is completed, we (and only we) can unblock that device.

We don't offer 'new for old' cover so any replacement device you receive may be refurbished to our standard using original equipment manufacturer parts. Our aim is that you will not be able to tell the difference between a new and refurbished device. In the unlikely event we can't send you a same model replacement, we'll offer you a different make, model or colour device with comparable features and functionality.

We aim to send a next-day replacement for claims approved before 7.30pm Monday to Friday and 2.30pm on weekends. If we're late, let us know and we'll give you £15 for any delay, credited to your bank account within 30 days. This excludes:

- Claims made or deliveries that fall on a Bank Holiday.
- Deliveries outside mainland Great Britain, including deliveries to the Scottish Islands, Northern Ireland and the Channel Islands.
- Any delay caused by something outside our control like extreme weather, natural disaster, epidemic or crime, and supply shortages affecting the industry (eg where new model devices are in very high demand and short supply after launch).

Please make sure someone is in to sign for the delivery. Your replacement comes with:

- A 24-month warranty.
- The usual device accessories, if yours were involved in the incident or we offer a different-model replacement.
- Pre-paid packaging to return any damaged or faulty device (minus the SIM card, battery and charger)

As soon as you receive your replacement device, the original claimed-for device (the faulty or damaged device, or the lost or stolen device if later recovered) becomes the property of the Insurer and must be returned to us within 15 days. Otherwise, we'll charge a non-return fee (based on the value of the non-returned model) to the payment card used to pay your excess fee. The device is your responsibility until it arrives with us so please get proof of postage from the Post Office. We will not approve any further claim until you have returned the claimed-for device or paid the outstanding amount.

You must comply with our reasonable instructions including switching off or uninstalling any app which prevents our access to remove data from the claimed-for device. If you need any help with this please call us on 0345 030 3290.¹ If you refuse to do it, we will not proceed with your claim. If you fail to do it we will treat that as a non-return and may charge you a non-return fee.

E. Cancelling your cover and changes to the policy

You can cancel within the first 28 days and (if you haven't made a claim) we'll refund any premium paid. Otherwise, you can cancel at any time and cover will finish at the end of the paid-for period.

When you buy another device from Tesco on the same mobile number and add insurance, we'll cancel cover on your old device automatically. You can call us to keep that policy running. We'll set up a policy for the new device and confirm your cover start date, premium and claim excess in writing.

We'll cancel your policy if you fail to pay the monthly premium, have two successful claims in any 12-month period or if you make a claim we find to be fraudulent, and we will send you confirmation including your cover end date.

We may cancel your policy or alter the premium or excess fee for future periods of cover based on significant adverse claims experience, significant increase in our operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates. If we cancel your policy or make a change that increases any charges or reduces your cover, we'll give you at least 30 days' notice sent to the current contact details we have for you and you will be able to cancel your policy if you are not happy with our changes. If we make any change that improves your cover, we may apply it straight away without notice.

F. How to complain

You can call or email us (see contact details at the top of these Terms) or write to Tesco Phone Insurance, PO Box 71012, London, W4 9FW. If we can't resolve your complaint right away, we'll email or write to you within five working days to outline our next steps. If the issue still isn't resolved within two weeks, we'll contact you to keep you up to speed on what's happening.

If you're not happy with the outcome or we haven't given our final response within 8 weeks, you can contact The Financial Ombudsman Service by phone: 0800 023 4567 (Freephone) or 0300 123 9123, by email: complaint.info@financial-ombudsman.org.uk or in writing at Exchange Tower, London, E14 9SR. You need to contact them within 6 months of receiving our final decision. The service is free and we are bound by any decision the Financial Ombudsman reaches. This won't affect your statutory rights or prejudice your right to take subsequent legal proceedings. See financial-ombudsman.org.uk for more details.

G. Who provides this cover

This insurance is administered by Asurion Europe Limited ('Asurion'), which is authorised and regulated by the Financial

Conduct Authority (no. 502545), registered in England and Wales with company number 6568029 at Chiswick Place, 272 Gunnersbury Avenue, Chiswick, W4 5QB. The Insurer is Liberty Mutual Insurance Europe Limited ('Liberty'), which is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority (no. 202205), registered address: 20 Fenchurch Street, London, EC3M 3AW. Go to fca.org.uk/register or call 0800 111 6768 (Freephone) or 0300 500 8082 to check the Financial Conduct Authority's register.

You and we may choose which law will apply to this contract. Unless we agree otherwise, Tesco Phone Insurance is governed by the law of the part of the United Kingdom that you live in (England and Wales, Scotland or Northern Ireland) and all communication from us will be in English.

We are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that we can't meet our liabilities you may be entitled to compensation to a maximum of 90% of your claim. Further info can be obtained from the FSCS on 0800 678 1100 (Freephone) or by going to fscs.org.uk.

H. Our use of your personal data

By taking this cover you confirm that you've given us your permission to communicate policy information with you by phone, SMS, email or in writing using your given contact details.

In issuing and administering this policy, we will share your personal data with Tesco and other partner companies providing services under this policy. We may also share your personal data with Group companies and any third parties who are purchasers of all or part of Tesco, the Insurer or Asurion, and with organisations we use to monitor our performance, carry out research, create statistics, prevent or detect crime and other third parties to the extent required or permitted by law. We may access your call history around the time of any claim incident as part of our claim assessment process.

Whenever your personal information is shared with third parties, it will be done in accordance with all responsibilities under the Data Protection Act 1998. This includes, for example, putting in place appropriate written terms to protect your personal information and ensuring any export of your personal information outside the European Economic Area is lawful in accordance with the Act. We will only use the personal information given by you to confirm your identity, administer your policy, contact you about your policy, process claims, carry out internal record keeping, record claims details on relevant databases and registers for fraud detection purposes and contact the police to check any crime reference number you give us.

Asurion is registered with the Information Commissioners Office as a Data Controller (number Z2176995). By providing personal data to us (i.e. information which can identify you and relates to you, whether by itself or when used in conjunction with other information e.g. your name, policy number, telephone number and other contact details), we will assume that you consent to this type of information being collected and used in the ways described above (subject to the requirements of the Data Protection Act 1998) including for example for fraud prevention purposes and other requirements imposed by law or regulation. You have the right to see and correct any personal information held about you. A £10 administration fee may be charged for this. If you wish to see your personal information or have any questions about our use of your data, please contact us.

Your data may be transferred outside the European Economic Area (EEA) for the above purposes. If that happens, we'll make sure it's treated with the same level of protection as in the EEA. If you give us personal information about someone else, you are responsible for having their permission to do so and for telling them who we are and what their information will be used for. We will never sell or transfer your personal data to a third party unless we have your prior written consent, subject to the above and in accordance with the Data Protection Act 1998. For further information on how Liberty processes your personal information, please see lueurope.com/privacy-policy.

¹0345 030 3290 is open 8am-9pm Monday to Friday and 9am-6pm weekends (closed Bank Holidays). Calls to 03 numbers cost the same as calls to UK landlines starting 01 and 02. Calls from landlines and mobiles are included in free or inclusive calls packages. Details correct at time of print.

²Please note standard charges apply, please check with your network operator for costs.