

## Notice of Variation – Changes to EE Phone and EE Tablet Care for Large Business terms and conditions effective from: 01 March 2016.

Allianz Insurance plc has made some changes to the terms and conditions of the insurance cover included in EE Phone and EE Tablet Care. The EE Business Agreement will confirm whether EE Phone Care or EE Tablet Care is in force. The sections of the Agreement affected and the details of the changes are set out below.

Some words in the sections of this document headed "What is the change?" have the same special meaning used in the full terms and conditions. These words appear with a capital letter.

For full details of the existing EE Phone and EE Tablet Care for Large Business wording please go to: [www.ee.co.uk/business/terms](http://www.ee.co.uk/business/terms) and select Legacy Insurance and Warranty, EE Phone and Tablet Care for Large Business effective from 2 September 2013 for new purchase of cover and effective 1 November 2013 for existing customers.

### General: Changes about the SIM card being in the Mobile Device

How does this change affect the Customer?	What is the change?
This change means that it is no longer necessary for the SIM card to be in the mobile device at the point of damage, loss or theft.	<p>The following paragraphs are deleted:</p> <p>The fourth paragraph in the section 2. Important Information; and</p> <p>Exclusion No 3 in the section 6. What's not Covered.</p>

### Changes to section: 4. Words with special meanings section

How does this change affect the Customer?	What is the change?				
These changes tell the customer that EE Care Services will act as administrator on behalf of Allianz, and give the details of EE Care Services.	<p>Two new defined phrases are added:</p> <table border="0" data-bbox="760 1343 1517 1548"> <tr> <td data-bbox="760 1343 927 1374">Administrator</td> <td data-bbox="1020 1343 1517 1471">EE Limited in respect of the Warranty. EE Care Services acting on behalf of the Insurer in respect of the administration of the insurance or the handling of claims and complaints.</td> </tr> <tr> <td data-bbox="760 1488 927 1519">EE Care Services</td> <td data-bbox="1020 1488 1517 1548">A trading name of Connected World Services Distributions Limited.</td> </tr> </table>	Administrator	EE Limited in respect of the Warranty. EE Care Services acting on behalf of the Insurer in respect of the administration of the insurance or the handling of claims and complaints.	EE Care Services	A trading name of Connected World Services Distributions Limited.
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### Changes to section: 7. How to make a claim

How does this change affect the Customer?	What is the change?
Changes in this section are to make clear the roles of EE and the Insurer in the claims process.	<p>Under the heading "Report"</p> <p>The second paragraph is replaced with:</p> <p>The Insurer encourages the Customer to report the theft within 30 days.</p> <p>Under the heading "Register"</p> <p>The first paragraph is replaced with:</p> <p>Register the claim with EE as soon as possible by calling the Customer Service number. The Insurer encourages the Customer to report the claim within 30 days to reduce the time the Authorised User is without the Device.</p>

## Changes to section: 8. Conditions when making a claim

How does this change affect the Customer?	What is the change?																					
<p>Changes to this section are necessary to make it clear that some roles in the insurance claims process are carried out by EE Care Services (the Administrator) on behalf of the Insurer.</p>	<p>The wording of this section is replaced with:</p> <p>The Administrator may ask for documentation to support the claim including, but not limited to, proof of purchase and evidence of forced entry (where appropriate). If the Customer does not provide the documentation requested, the Administrator may decline the claim.</p> <p>An Excess will be charged for each successful claim the Customer makes. The amount will depend on the cost of the Customer's monthly EE Phone Care or EE Tablet Care:</p> <table border="1" data-bbox="829 580 1416 760"> <thead> <tr> <th>Price Banding</th> <th>Phone Care Monthly Charge (per device)</th> <th>Excess Value</th> </tr> </thead> <tbody> <tr> <td>Band 1</td> <td>£ 4.80</td> <td>£ 15</td> </tr> <tr> <td>Band 2</td> <td>£ 6.40</td> <td>£ 25</td> </tr> <tr> <td>Band 3</td> <td>£ 8.00</td> <td>£ 25</td> </tr> <tr> <td>Band 4</td> <td>£ 11.20</td> <td>£ 50</td> </tr> </tbody> </table> <table border="1" data-bbox="829 813 1416 917"> <thead> <tr> <th>Price Banding</th> <th>Tablet Care Monthly Charge (per device)</th> <th>Excess Value</th> </tr> </thead> <tbody> <tr> <td>Band 5</td> <td>£ 12.00</td> <td>£ 50</td> </tr> </tbody> </table> <p>The Monthly Charge shown above may be subject to further discount, details of which will be shown in the EE Business Agreement.</p> <p>Where applicable, the Excess will either be added as a charge to the Customer's next month's bill or taken by card payment when the Customer makes the claim. The Administrator will advise the Customer of the method of payment at the time of claim.</p> <p>If the Device is Lost, Stolen or Damaged abroad, the replacement will only be sent to an address within the United Kingdom. Certain Devices will only be sent to the billing address. The Administrator will confirm this with the Customer at the time of the claim.</p> <p>This Agreement includes the cost of delivering a replacement to the Customer or an Authorised User. However, it does not include the cost of failed deliveries, for example, where delivery is aborted because: The Customer or the Authorised User is not available to accept the replacement at a pre-agreed time and place; or The Customer fails to notify EE that the Device reported Lost or Stolen has been recovered.</p> <p>The Insurer also reserves the right to charge the Customer for subsequent deliveries.</p> <p>If the Customer makes a claim the Administrator thinks may be dishonest, the Administrator will refuse to settle it. If the Administrator settles the claim but later discovers it to be dishonest, the Administrator will take action to recover the costs of dealing with the claim including the cost of the replacement Device.</p> <p>If the Customer receives a replacement because the Device is considered to be beyond economic repair, the Insurer may take possession of the original Device. At the Administrator's discretion, the Damaged Device may be required for inspection before a replacement is issued. If the Customer receives a replacement Device as a result of a Damage claim the Damaged Device must be returned to the Administrator.</p> <p>All repairs to or replacement of the Device will be at the Administrators discretion. If the Device is Damaged the Administrator will repair the Damage or replace the Device on behalf of the Insurer. The Device will remain the Customer's responsibility until the Administrator has received it. If the Device is Lost during delivery to the Administrator, then the Customer will still be liable for the cost of the Device. The Insurer recommends that the Customer send the Device by secure means.</p> <p>Any replacement will, wherever possible, be of the same or similar specification as the original Device, but may be an alternative operating system, make or model. This decision will be made at the Administrators discretion but they will always discuss the alternative device with the Customer. The replacement will be from refurbished stock that has been tested and is fully functional.</p> <p>Where only part(s) of the Device have been Damaged, Lost or Stolen, the Insurer reserves the right to only replace the Damaged, Lost or Stolen part(s). There is no entitlement to have the claim settled by payment of money.</p>	Price Banding	Phone Care Monthly Charge (per device)	Excess Value	Band 1	£ 4.80	£ 15	Band 2	£ 6.40	£ 25	Band 3	£ 8.00	£ 25	Band 4	£ 11.20	£ 50	Price Banding	Tablet Care Monthly Charge (per device)	Excess Value	Band 5	£ 12.00	£ 50
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### Changes to section: 9. Recovery of items claimed for

How does this change affect the Customer?	What is the change?
<p>This change is for the customer to call Customer Services (rather than writing in) if the lost or stolen device is found or recovered after it has been replaced by a successful claim.</p>	<p>The wording of this section is replaced with:</p> <p>If the Customer successfully claims for Loss or Theft of a Device and the Customer subsequently recovers the Device the customer must contact EE on the Customer Service number to discuss further options.</p> <p>If the Insurer discovers the Customer is in possession of the Device and the Customer has not attempted to return it, the Administrator will attempt to recover it from the Customer.</p>

### Changes to section: 11. Can the Agreement change?

How does this change affect the Customer?	What is the change?
<p>This change is to allow the Insurer to tell the customer about a change to the terms and conditions by SMS message.</p>	<p>The first paragraph is replaced with:</p> <p>The Insurer can review and change the Monthly Charge or change the terms and conditions of the insurance cover by giving the Customer at least 30 days' notice in writing by SMS message or by letter to the Customer's last known address, via a bill message, through the Customer's online account or via the Customer's email address that the Customer provided to EE.</p> <p>EE can change the terms and conditions of the warranty giving the Customer at least 30 days' notice in writing to the Customer's last known address, via a bill message, through the Customer's online account or via the email address that the Customer provided to EE. The Customer will have the right to refuse any such changes and cancel EE Phone or EE Tablet Care if the Customer wishes.</p>

### Changes to section: 14. When EE Phone Care or EE Tablet Care ends

How does this change affect the Customer?	What is the change?
<p>This change is to make it clear the Insurer will cancel the agreement if a claim for loss or theft is declined and it is not possible to transfer cover to another device.</p>	<p>The following bullet point is added to the end of the list of reasons:</p> <ul style="list-style-type: none"> <li>• The date We decline a claim for Loss or Theft</li> </ul>

### Changes to section: 15. Cancelling Phone Care or Tablet Care

How does this change affect the Customer?	What is the change?
<p>The first change gives the address for EE Care Services if the Customer wants to cancel the insurance in writing.</p> <p>The second change is to make it clear that if the Insurer cancels the insurance all other features of the insurance and protection service will end.</p>	<p>Under the heading "Customers' right to cancel" The third paragraph is replaced with:</p> <p>To cancel EE Phone Care or EE Tablet Care the Customer shall call the Customer Service number or write to: Customer Relations, EE Care Services, PO Box 374, Southampton, SO30 2PT quoting the Device number shown on the EE Business Agreement.</p> <p>Under the heading "EE and the Insurers right to cancel" A new second paragraph is added:</p> <p>If the Insurer declines a claim for a Lost or Stolen Device all cover under the insurance will end unless cover can be transferred to another Device.</p>

## Changes to section: 17. What to do to make a complaint

How does this change affect the Customer?	What is the change?
<p>This change is to make it clear how the Insurer will deal with a complaint and to explain how a complaint can be referred to the Financial Ombudsman Service if the Customer is unhappy with the decision or the complaint has not been resolved within eight weeks.</p>	<p>This section is replaced with:</p> <p>The Insurers aim is to get it right, first time every time. If the Customer has a complaint the Insurer will try to resolve it straight away. If the Insurer is unable to, they will confirm they have received the complaint within five working days and do their best to resolve the problem within four weeks. If the Insurer cannot, they will let the customer know when an answer may be expected.</p> <p>If the Insurer has not resolved the situation within eight weeks they will issue the customer with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.</p> <p>If the Customer has a complaint about the policy terms or the handling of a claim, please call the EE Business Customer Service number or write to:</p> <p>Customer Relations, EE Care Services, PO Box 374, Southampton, SO30 2PT</p> <p>The Customer has the right to refer the complaint to the Financial Ombudsman, free of charge – but the Customer must do so within six months of the date of the final response letter.</p> <p>If the Customer does not refer the complaint in time, the Ombudsman will not have the Insurer's permission to consider the complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.</p> <p>The Financial Ombudsman Service Exchange Tower London E14 9SR</p> <p>Website: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a> Telephone: 0800 0234567 or 0300 1239123 Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a></p> <p>Using the Insurers complaints procedure or contacting the FOS does not affect the Customer's legal rights.</p>

## Changes to the Data Protection section

How does this change affect the Customer?	What is the change?
<p>The change of administrator means that the Insurer needs to transfer the data held about the Customer or an Authorised User to another party.</p> <p>The Insurer needs to explain how to find their Privacy policy that explains how they will use and protect data.</p>	<p>This section is replaced with:</p> <p>The Insurer and their service providers will store and use the data the Customer supplies to administer the insurance. The Customer's data and personal data of any Authorised Users may be transferred outside of the European Economic Area. The data will at all times be held securely and handled with care in accordance with all principles of applicable data protection law. We may share the data with third parties for the purposes of combatting fraud and this may include the exchange of the details of the Customer and any Authorised Users with other insurers through various databases to help Us check information provided and also to prevent fraudulent claims. The Insurer will not keep the data for longer than necessary.</p> <p>The Insurer will use data in accordance with its Privacy policy. Details of the latest policy can be found at: <a href="http://www.allianz.co.uk/privacy">www.allianz.co.uk/privacy</a></p> <p>The Customer is advised that any telephone calls made to the Insurer or its service providers may be recorded. The personal data collected in these recordings may be used to monitor the accuracy of information provided by the Customer or the Authorised User. The data may also be used for staff training or to prove that the Insurer's procedures comply with any applicable law.</p>

## Changes to the Insurer and Regulator details section

How does this change affect the Customer?	What is the change?
<p>This change gives details of the ownership and company registration details of EE Care Services.</p>	<p>The name and registration details of Lifestyle Services Group are deleted and details of the new administrator are added:</p> <p>EE Care Services is a trading name of Connected World Services Distributions Limited, a company registered in England &amp; Wales Company No. 01847868. Connected World Services Distributions Limited is an Appointed Representative of The Carphone Warehouse Limited. The Carphone Warehouse Limited is authorised and regulated by the Financial Conduct Authority, Financial Services Register No. 312912. The Carphone Warehouse Limited is a company registered in England &amp; Wales Company No. 02142673, registered office 1 Portal Way, London W3 6RS.</p>