

## Notice of Variation – Changes to Orange Care 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 Orange Care. The details and the sections of the Agreement affected 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 Orange Care wording please go to:  
[www.ee.co.uk/terms](http://www.ee.co.uk/terms) and select Orange Care.

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

How does this change affect you?	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.	The following paragraphs are deleted:  The fifth paragraph in the section Important Information; and  Exclusion No 7 in the section What's not Covered.

### Changes to the Words with special meanings section

How does this change affect you?	What is the change?
This change is to tell you that EE Care Services will act on behalf of Allianz.	The wording of We, Us and Our is replaced with:  EE Limited in respect of the Warranty.  The Insurer, or EE Care Services acting on behalf of the Insurer in respect of the administration of the insurance or the handling of claims and complaints.

### Changes to the Conditions when making a claim section

How does this change affect you?	What is the change?
This change is for you to call your Customer Service number (rather than writing in) if you find or recover your lost or stolen mobile device after it has been replaced by a successful claim.	The wording of the eighth paragraph is replaced with:  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 contact Us on Your Customer Service number to discuss further options.

## Changes to the Can Your Agreement change section

How does this change affect you?	What is the change?
This change is to allow Allianz to tell you about a change to your agreement by SMS message.	<p>The first paragraph is replaced with:</p> <p>The Insurer can review and change the monthly payment or the terms and conditions of this Agreement. You will be given at least 30 days' notice in writing and this will be sent to You by SMS message, by letter to Your last known address, via a bill message, through Your online account or via the email address You provided to EE. You have the right to refuse any such changes and cancel Orange Care if You wish.</p>

## Changes to the When Your Orange Care ends section

How does this change affect you?	What is the change?
This change is to make it clear that Allianz will cancel your agreement if a claim for loss or theft is declined and we are unable to transfer cover to another mobile device.	<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 the Cancellation after the four month minimum term section

How does this change affect you?	What is the change?
This change gives you the address for EE Care Services if you want to write to us to cancel your agreement.	<p>The second paragraph is replaced with:</p> <p>If You decide to cancel Orange Care please call Your Customer Service number or write to Us at: Customer Relations, EE Care Services, PO Box 374, Southampton, SO30 2PT quoting Your mobile number shown on Your Confirmation of Cover.</p>

## Changes to the What to do if You need to make a complaint section

How does this change affect you?	What is the change?
<p>This change is to make it clear how Allianz will deal with a complaint about the insurance and to explain how you can refer an insurance complaint to the Financial Ombudsman Service if you are unhappy with our decision, or if we have been unable to resolve your complaint within eight weeks.</p>	<p>This section is replaced with:</p> <p>Our aim is to get it right, first time every time. If You have a complaint We will try to resolve it straight away. If We are unable to, We will confirm We have received Your complaint within five working days 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.</p> <p>If We have not resolved the situation within eight weeks We will issue You with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.</p> <p>If You have a complaint about these terms and conditions or the handling of a claim, please call Your Customer Service number or write to:</p> <p>Customer Relations, EE Care Services, PO Box 374, Southampton, SO30 2PT</p> <p>You have the right to refer Your complaint to the Financial Ombudsman, free of charge – but You must do so within six months of the date of the final response letter.</p> <p>If You do not refer Your complaint in time, the Ombudsman will not have Our permission to consider Your 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 Our complaints procedure or contacting the FOS does not affect Your legal rights.</p>

## Changes to the Data Protection section

How does this change affect you?	What is the change?
<p>The change of administrator means that Allianz need to transfer the data held about you to another party.</p> <p>Allianz need to add the details of our privacy policy to the agreement to explain how we will use and protect your data.</p>	<p>This section is replaced with:</p> <p>Allianz and Our service providers will store and use the data You supply to administer Your insurance. Your personal data may be transferred outside of the European Economic Area. Your 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 Your data with third parties for the purposes of combatting fraud and this may include the exchange of Your details with other insurers through various databases to help Us check information provided and also to prevent fraudulent claims. We will not keep Your details for longer than necessary.</p> <p>Allianz will use Your data in accordance with Our Privacy policy. Details of Our latest policy can be found at: <a href="http://www.allianz.co.uk/privacy">www.allianz.co.uk/privacy</a></p> <p>You are advised that any telephone calls made to Allianz 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 You. The data may also be used for staff training or to prove that Our procedures comply with any applicable law.</p>

## Changes to the Insurer and Regulator details section

How does this change affect you?	What is the change?
<p>This change gives you the full details of EE Care Services, its ownership and registration details.</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>