

# first direct

## Mobile Phone Insurance

Policy Terms and Conditions

Policy Number **FD070104M**

Effective from 1 July 2023

- Cover is for First Directory holder(s)
- Maximum 2 claims per First Directory holder in a policy year
- The excess is £50 if we repair your phone, £75 if we replace it.
- If you need to make a claim, call **0800 046 8310** (+44 1603 606 382 if calling from outside the UK)
- The IMEI number of your mobile phone will be required if you make a claim. You can find it by dialling **\*#06#** on your phone's keypad, on the box or your receipt, or by contacting your network provider

**Please take time to read this booklet as it contains important information about First Directory Mobile Phone Insurance and how to make a claim and a Privacy Notice explaining how your data will be used.**

It is also available in large print, audio and Braille.

Please contact us on:

Phone **03 456 100 100**<sup>†</sup>

<sup>†</sup>If calling from abroad **+44 113 234 5678**. For more information on contacting us via BSL video relay service or Next Generation Text Services (NGTS) visit [firstdirect.com/accessibility](https://www.firstdirect.com/accessibility). Because we want to make sure we're doing a good job calls may be monitored and/or recorded, we hope you don't mind.

# First Directory Mobile Phone Insurance: Policy Terms and Conditions

## 1. Introduction

These are the terms and conditions for your First Directory Mobile Phone Insurance policy, underwritten by Aviva Insurance Limited ('we/us/our'), Registered in Scotland No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

These terms and conditions give you full details of what is covered, what is not covered and the limits and conditions that apply – you should read them and keep them in a safe place. If you fail to comply with these terms and conditions, we may refuse cover in the event of a claim.

### Do I need to register my mobile phone?

If you wish, you can register your phone and its IMEI number with us, which will make it quicker and easier if you need to make a claim; to do this just visit [firstdirect.com/mobileinsurance](http://firstdirect.com/mobileinsurance) or call us on **0800 046 8310** (+44 1603 606 382 if calling from abroad). You can find your IMEI number by dialing **\*#06#** on your phone's keypad, on the box or receipt for your phone, or by contacting your network provider. Don't worry - you're covered whether you've registered or not, but you will need your IMEI number to claim.

## 2. Period of Cover

Mobile Phone Insurance is available to you as a First Directory holder (the person(s) named on the **first direct** 1st Account from which the monthly fee is deducted). Your cover will begin as soon as you become a First Directory holder, or 1 November 2018, whichever is later. This cover will end with effect from the first date on which any of the following happen:

- You cease to be a resident of the UK, Channel Islands or the Isle of Man
- You are no longer a First Directory holder
- You are known to be, or reasonably suspected by us to be, acting fraudulently
- **first direct** removes this cover as a benefit of First Directory.

## 3. Meeting your needs

This product is designed to offer protection in the event of unexpected incidents. It meets the demands and needs of those who wish to insure their mobile phone against damage, breakdown, theft and loss.

## 4. Your Cover – what you need to know

This cover is for the phones you own (including phone contracts where you will become the owner at the end of the contract, or where you are contractually responsible for any damage to the phone). If your First Directory is in joint names, cover is also provided for phones the other First Directory holder owns. There is no cover for phones that you own as an employer, or that are owned by your employer.

### IMPORTANT:

1. We will pay a maximum of two claims for each First Directory holder in each policy year, which commences from the date your cover begins as detailed in section **2. Period of cover**, and every 12 months thereafter until the cover ends. You'll pay a contribution towards each successful claim you make - this is called the excess, and we'll collect it from you before repairing or replacing your phone. The excess is £50 if we repair your phone, £75 if we replace it.
2. You'll need to make a separate claim for each phone, even if multiple phones are affected in the same incident.
3. Cover is limited to phones that:
  - a. are the manufacturer's standard design and specification
  - b. are not manufactured and/or marketed as limited edition or designer collaboration versions
  - c. have SIM card capability and are able to make and receive telephone calls and SMS messages when connected to a mobile phone network;
  - d. cannot be used as a satellite phone; and
  - e. have not been manufactured wholly or partly from precious or semi-precious metals, stones or crystals.

## What's covered?

Cover	Included	Excess Applicable	Maximum we'll pay for a single claim
<b>Damage, breakdown, theft, and loss</b>	<ul style="list-style-type: none"> <li>• During the period of cover, we'll repair or replace your phone if it:               <ul style="list-style-type: none"> <li>- is damaged (sudden and unexpected damage that affects the way the phone works - including a cracked screen, liquid damage, or a deliberate act by someone other than you); or</li> <li>- suffers a breakdown due to an internal fault happening after the manufacturer's warranty or a warranty provided as part of a previous claim, has expired; or</li> <li>- is lost or stolen</li> </ul> </li> <li>• We'll also replace your battery and charger if they are damaged, lost or stolen in the same incident as the phone (or if we replace your phone with a different make or model and this means you can no longer use them)</li> <li>• Cover applies worldwide, but we can only settle your claim when you're back in the UK (or Channel Islands or the Isle of Man if you are resident there)</li> <li>• The replacement phones we provide are refurbished models which come with a warranty. A warranty is also provided for repaired phones.</li> <li>• For more information please see section <b>5. Making a claim</b></li> </ul>	£50 for repair, £75 for replacement	no limit
<b>Unauthorised use</b>	If we replace your phone following a valid claim for theft or loss, we'll also cover costs that you have to pay due to unauthorised use of your phone in respect of calls, texts and mobile data incurred up to 24 hours after you realise your phone is missing (48 hours if you're abroad). You should report the loss or theft to your network provider as soon as possible, and you'll need to provide us with evidence of the charges.	n/a	£1,500 for monthly contracts and £150 for pay as you go

### Helping prevent theft and loss – what we expect from you

We know that being without your phone is inconvenient – that's why we cover most things that could happen to it. However, your phone is a valuable item and it's very attractive to thieves, so we expect you to do what you can to prevent your phone from being lost or stolen.

**Always keep your phone in your possession or in a safe place when you're away from home to prevent a person you don't know taking it without you seeing them or being able to stop them.**

Whilst we'll always consider the individual circumstances of claims for theft and loss, the following examples are intended to highlight the level of care we expect you to take in looking after your phone:

<b>In a restaurant while you go to the bar</b>	Don't leave your phone on the table. Take it with you or ask a friend to look after it.
<b>Leaving a parked car</b>	Don't leave your phone in view. Take it with you or place it out of sight of anyone looking in, preferably in the glove box or a concealed storage compartment, and make sure the vehicle is locked.
<b>By the pool or at the beach</b>	Don't leave your phone under a towel or in a bag on a sun lounger while you go swimming. Leave it locked in your room, preferably in a safe, or ask a friend to look after it.
<b>In the gym</b>	Don't leave it lying around in the changing room. Secure it in a locker or take it with you.
<b>In the workplace</b>	Don't leave it on a counter or desk. Lock your phone away or put it out of sight.
<b>Everywhere you go</b>	Avoid handing over your phone to a person you don't know, eg someone offering to take your picture, or asking to borrow your phone to make a call.

## What's not covered

1. Theft or loss of your phone where the circumstances of the claim suggest you have deliberately put the phone at risk (the examples above help to explain what this means).
2. Theft from an unattended vehicle unless the vehicle was locked and the phone concealed from view.
3. Any claim where you do not provide the IMEI number or the IMEI number you provide has previously been recorded as lost or stolen.
4. The excess for each successful claim, which is £50 for repair or £75 for replacement.
5. Any claim for damage, breakdown, theft, or loss which occurred before 1 November 2018 or the date you became a First Directory holder (whichever is later).
6. Any claim for a phone owned by your employer, or any claim for a phone you own as an employer.
7. Information stored on the phone such as photos, data, apps and music and/or the recompilation, reinstallation or retrieval of data.
8. Any loss related to you being unable to use your phone.
9. Cosmetic enhancements you've made to your phone, for example plating or embellishment with precious metals, stones or crystals.
10. Phones which are manufactured and/or marketed as limited edition or designer collaboration versions.
11. Replacement of any accessories used with or attached to your mobile phone, other than the battery and/or charger if they are damaged, lost or stolen in the same incident as the phone, or we have replaced your phone with a different make or model and this means you can no longer use them.
12. Any claim for a tablet or other portable electronic device that is not a mobile phone.
13. Financial loss you suffer because of your phone being used to access your bank account or mobile wallet, including the authorised use of contactless payment methods attached to your phone.
14. Cosmetic damage to the surface of the phone such as scratches and dents that don't affect how the phone works.
15. Any claim following damage or breakdown:
  - a. you've caused deliberately
  - b. caused by having the phone repaired by someone other than the manufacturer or one of their/our authorised repair agents
  - c. caused by technical modifications made to the phone by someone other than the manufacturer
  - d. caused by misuse or failure to follow the manufacturer's instructions
  - e. caused by the use of software or accessories not approved by the manufacturer
  - f. caused by virus, malware or similar malicious code introduced through a network or downloaded software.

16. Any damage or breakdown that is covered by either the manufacturer's warranty or the warranty provided as part of a previous claim. Or a claim that is the result of a manufacturer's defect or recall of your phone.
17. Any claim caused because of your phone being confiscated by an authority such as the police or border control.
18. The costs of any unauthorised use incurred after 24 hours of you discovering the phone is missing (48 hours if you are abroad at the time of the loss or theft).
19. Any claim where you have failed or refused to provide documents or other information necessary to support and/or verify your claim.
20. 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, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, or usurped power
  - b. terrorism
  - c. any action taken in controlling, preventing, suppressing or in any way related to a. and b. above.

## 5. Making a Claim

### What you need to do

Please contact us as soon as you can when you discover theft, loss, damage, or breakdown. Visit [firstdirect.com/mobileinsurance](http://firstdirect.com/mobileinsurance) or call **0800 046 8310** (+44 1603 606 382 if calling from outside the UK).

<b>Your Excess</b>	<ul style="list-style-type: none"> <li>• You'll be asked to pay a contribution towards each successful claim. This is called the policy excess and it must be paid before we settle your claim. The amount is <b>£50</b> if your phone is repaired or <b>£75</b> if it's replaced.</li> </ul>
<b>The IMEI number</b>	<ul style="list-style-type: none"> <li>• You will need to confirm the IMEI number of your phone when you make your claim. You can obtain this from your phone by dialling <b>*#06#</b>. You can also find it on the box, your receipt, or by contacting your network provider.</li> </ul>
<b>Your phone</b>	<ul style="list-style-type: none"> <li>• If your claim is for damage or breakdown, to keep your data safe and make sure your phone is repaired or replaced as quickly as possible, please complete the following checklist:           <ul style="list-style-type: none"> <li><b>! Back up your phone</b></li> <li><b>! Remove any screen locks and/or passcodes</b></li> <li><b>! If your phone has a security feature, for example 'Find My iPhone', this needs to be disabled</b></li> <li><b>! Remove and keep any accessories including SIM cards, Micro SD storage cards, and cases</b></li> <li><b>! To ensure your data is fully protected, perform a factory reset on your phone before returning it to us</b></li> </ul> </li> </ul> <p>We'll explain this process during your claim and we'll check that all security features have been disconnected before arranging your repair or replacement.</p> <p><b>We will not be able to repair your phone or send you a replacement until we can confirm the security features have been removed.</b></p> <p>Your original phone will become our property if we issue a replacement. If you are a resident in the UK, it will be collected when the replacement phone is delivered.</p>

<p><b>If your phone has been lost or stolen</b></p>	<ul style="list-style-type: none"> <li>• If your phone has been lost or stolen you should report the theft or loss to the network provider as soon as possible to limit the costs of any unauthorised use. We will need verification from the network provider that the phone is blacklisted so that no one else can use it.</li> <li>• If your phone has been stolen, you must report it to the police and request a crime reference number (CRN) before the claim is submitted. You will be required to provide the CRN to substantiate the claim. If a CRN cannot be obtained, please call us on <b>0800 046 8310</b> (+44 1603 606 382 if calling from outside the UK).</li> <li>• Where a lost or stolen phone is recovered you may keep the replacement phone you were provided with, but the recovered phone must be returned to us. If this happens please call us on <b>0800 046 8310</b> (+44 1603 606 382 if calling from outside the UK) for advice on returning the phone.</li> <li>• <b>Please note, we will block the IMEI number of any lost or stolen phone and will monitor this on an on-going basis after your claim has been settled. If we discover the IMEI has been unblocked at a later date, we will investigate this and seek to recover our property.</b></li> </ul>
<p><b>Information to support your claim</b></p>	<ul style="list-style-type: none"> <li>• You may be required to provide information, documents or receipts reasonably necessary to support and/or verify the claim, including proof of ownership. This may include providing information in writing and/or through a telephone interview with a claims investigator. You should refer to section 9. Data Protection for further details on how we will use personal information.</li> <li>• If claiming for unauthorised use, you must provide evidence of the charges.</li> </ul>
<p><b>Phone Repairs</b></p>	<ul style="list-style-type: none"> <li>• We may offer to repair the phone instead of replacing it. We may present several repair options, including mailing the phone to us for repair, bringing the phone to a specific location for repair, or having a repair technician come to your location to repair the phone. Once a repair has been started, we cannot return your original phone back to you until this has been completed.</li> <li>• A 24-month warranty will be provided for completed repairs. If your original manufacturer's warranty is invalidated as a result of us performing a repair, we will provide you with a warranty to cover any remaining term.</li> <li>• We will determine, at our sole discretion, what the available repair options are based on your location, your phone and the availability of parts. We will discuss the available options at the time of the claim.</li> <li>• Repaired phones will only be sent to UK/Isle of Man addresses.</li> <li>• If we are unable to repair the phone, we will provide a replacement phone. You will be required to pay the replacement excess.</li> </ul>
<p><b>Replacement phones</b></p>	<ul style="list-style-type: none"> <li>• We'll always try to provide you with the same make and model of phone, although it might be a different colour. In the event that we don't have your phone in stock, we'll offer you an alternative phone. This will be of at least equivalent technical specification but may be a different make, model or operating system or have different features and functions. In the event that we are unable to source a suitable replacement, we may at our sole discretion, make a settlement in vouchers or cash (less the excess), based upon the price you paid or the current market value of the phone, whichever is less.</li> <li>• Our replacement phones are refurbished models which come with a warranty. The warranty will match either the period of time you had left on your original phone's manufacturer's warranty or 12 months, whichever is greater. The warranty does not form part of the contract of insurance. Repairs under this warranty do not affect your insurance claims limit and there is no excess to pay. In the event that your replacement phone develops a fault, please call us on <b>0800 046 8310</b> (+44 1603 606 382 if calling from outside the UK). The team will guide you through some checks and if the issue cannot be resolved over the phone, they will arrange for your phone to be returned for repair.</li> <li>• All refurbished stock will be in an 'as new' condition. This means that replacement phones are not brand new. In the event that the replacement phone you receive has cosmetic damage when you receive it, you must notify us within 72 hours of accepting the delivery. If you notify us later than this, we may deem the damage to have occurred after the phone was received by you. Cosmetic damage to the replacement phone we have provided you with is not covered under the warranty.</li> <li>• Replacement phones will not include any stored information you added to your original phone, including (but not limited to) any data, downloads, videos, music, or applications.</li> <li>• Where the phone is replaced in accordance with these terms and conditions, you will receive information on how to contact our technical support service for assistance in setting up your handset, should you need it.</li> </ul>

## 6. Other Information you need to know

### General Conditions

1. You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out and make changes to your policy, and when you make a claim.
2. You cannot transfer your rights under this policy. A person, partnership (whether limited or not) or company who is not insured under the policy has no rights under this policy to enforce any of its terms whether under statute or otherwise.
3. We may take proceedings at our own expense and for our own benefit, in your name, to recover any payment we have made under this policy.
4. If, at the time of an incident which results in a claim under this policy, there is any other insurance covering the same loss, we are entitled to approach that insurer for a contribution towards the claim.
5. Where you fail to co-operate with us or provide us with information or documentation we reasonably require, and this affects our ability to process a claim or defend our interests we will not pay the claim and we will pass details to **first direct** which may, at its discretion, cancel First Directory.

### Changes to your policy

We may, at any time and after taking a fair and reasonable view, make changes to your policy cover and/or terms and conditions of insurance to:

- a. reflect changes in our expectation of the future cost of providing cover and administering your policy
- b. reflect changes (affecting us or your policy) in the law, regulation or the interpretation of law or regulation
- c. reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which we intend to comply
- d. make them clearer and fairer to you or to rectify any mistakes that may be discovered in due course.

Changes will be notified to you in writing at least 30 days before they become effective. Policy cover may be increased or decreased. If **first direct** decides to remove Mobile Phone Insurance from First Directory or change to another insurance provider, you will be given at least 30 days' notice in writing. If you do not accept the changes you can cancel First Directory in accordance with the procedure set out in the section titled **5. Making changes** of the First Directory Terms and Conditions.

### Cancellation – your right to cancel

This cover is part of First Directory and cannot be cancelled in isolation. If you wish to cancel this insurance, you will need cancel First Directory, which you may do by contacting **first direct** on **03 456 100 100**.

### Choice of Law

This agreement is governed by the laws of England and Wales, except where you and we agree otherwise or where at the date of the contract you are resident in Scotland, Northern Ireland, the Isle of Man, or the Channel Islands, in which case the laws of that country will apply.

### Telephone Call Charges and Recording

Calls to 0800 numbers are free from UK landlines and mobiles. The cost of calls to 01, 02 and 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

To help us continually improve our service, and for your and our joint protection telephone, calls may be recorded and/or monitored.

### Use of Language

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

## 7. Complaints Procedure

### Sales and Service

If you have any cause for dissatisfaction regarding the administration of First Directory or about the way in which the policy was sold, please give **first direct** a call on **03 456 100 100** or using the contact details on **firstdirect.com**.

### Mobile Phone Insurance

#### Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure that we continually improve the service we offer.

#### What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

#### What to do if you are unhappy

If you are unhappy with regard to the terms and conditions of this insurance policy or any aspect of the handling of your mobile phone insurance claim we would encourage you, in the first instance, to seek resolution by contacting us:

- By telephone: **0800 046 8310** (+44 1603 606 382 if calling from outside the UK)
- In writing either via **firstdirect.com/mobileinsurance** or by letter addressed to:

First Directory  
Aviva Mobile Phone Insurance  
Aviva  
8 Surrey Street  
Norwich  
NR1 3GG

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: **0800 023 4567** (free from landlines) or **0300 123 9123**.

Or simply visit their website at **financial-ombudsman.org.uk**

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaint procedure does not affect your right to take legal action.

## 8. Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. For further information about the scheme please visit **fscs.org.uk** or call the FSCS on **020 7741 4100** or **0800 678 1100**.

## 9. Data Protection

### first direct Privacy Overview

In this section when we say “we”, we mean **first direct**, a division of HSBC UK Bank plc.

**first direct**'s Privacy Notice explains how we collect, use, disclose, transfer, and store your information, and sets out your rights in relation to your information.

A copy of **first direct**'s Privacy Notice is available separately and we will inform you when any changes are made to it.

You can find an overview in your First Directory Terms and Conditions, or the full Privacy Notice at **firstdirect.com** or by asking for a copy by telephone.

### Aviva Privacy Notice

Aviva Insurance Limited (Aviva) is the insurer of First Directory Mobile Phone insurance. Aviva collects and uses personal information about you so that they can provide you with a policy that suits your insurance needs.

Some of this information may be collected directly from you and some may be collected from other sources such as **first direct**, for example, during the sale of the policy. Aviva is the data controller in respect of your personal information that it has received from **first direct**, as distributor, and also in respect of any information that it has collected directly from you or from other sources as set out in its full privacy policy at **aviva.co.uk/ privacypolicy**. Additional controllers include any applicable insurers, reinsurers and brokers we use.

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 [aviva.co.uk/privacypolicy](http://aviva.co.uk/privacypolicy) or request a copy by writing to us at:

The Data Protection Team  
Aviva  
PO Box 7684  
Pitheavlis  
Perth  
PH2 1JR.

### **If you are providing Personal Information about another person you should show them this notice.**

We will use personal information collected from you and other sources for a number of purposes such as:

- to provide you with insurance: to administer your policy and handle any claims
- 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 (e.g. Financial Conduct Authority), 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 any joint First Directory holders. **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 and date of birth, financial information and details of your mobile phone. If a claim is made we will also collect personal information about the claim from you and any relevant third parties.

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 may be provided to us by a third party including **first direct** and HSBC UK Bank Plc. This may include information already held about you and your mobile phone 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.

We also use profiling and other data analysis to understand our customers better, eg what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the "Automated Decision Making" section of our full privacy policy.

We may share your personal information with others such as:

- with the Aviva group, our agents and third parties who provide services to us, **first direct**, HSBC Bank Plc 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, for example the IMEI Blacklist following a successful claim for theft or loss of the insured device; and
- 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 UK but will always ensure appropriate safeguards are in place when doing so.

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.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the "Data Rights" section of our full privacy policy or by contacting us at [dataprt@aviva.com](mailto:dataprt@aviva.com)

## 10. Fraud

If you make a claim under this policy knowing the claim to be dishonest or intentionally exaggerated or fraudulent in any way, or if you give any false declaration or statement to support the claim, we will not pay the claim and we will pass details to **first direct** who may, at their discretion, close your First Directory. We reserve the right to tell the police about any dishonest claim. If we settle a claim that we subsequently discover to be fraudulent, we will take steps to recover our costs from you

### Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We can supply on request further details of the databases we access or contribute to. If you require further details please contact us at:

First Directory  
Aviva Mobile Phone Insurance  
Aviva  
8 Surrey Street  
Norwich  
NR1 3GG

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you give us other satisfactory proof of identity.

# first direct

Contact us online or by phone

**chat with us via our App or message us via Onine Banking**

**03 456 100 100<sup>†</sup>**

**firstdirect.com**

## **first direct** Mobile Phone Insurance

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CK-FDMPiB 06/23 11996-0 v13 WEB