Policy terms & conditions. Please keep in a safe place.

Your fonesafe policy is provided by the insurer, Homecare Insurance Limited ("Homecare").

Please read this document carefully. It sets out the terms and conditions of cover that Homecare will provide to you in return for your premium during the period of insurance. It also sets out all the conditions, limitations and exclusions that apply to your policy.

Important information

• You must be 11 years of age or over and live permanently in the United Kingdom at the time you take out this policy.

• When you take out your fonesafe policy you will register with us the details of the device you wish to cover. This policy provides insurance against:
  a) loss, theft, damage (accidental and malicious); and
  b) mechanical or electrical breakdown of the device after the warranty period provided the device is being used by you or by your household members.

• If the device is lost or stolen we will provide you with a replacement. If we are unable to provide a replacement, we will provide you with vouchers or cash for the replacement cost of the device which you can then take to your mobile retailer or supplier to purchase a replacement.

• If we have to pay you for your replacement device, you will not be entitled to claim for the cost of any airtime abuse, i.e. the cost of any downloads, software and other applications.

• The policy may provide you with new or refurbished stock. All replacement devices will provide you with a 12-month warranty.

• If the device breaks down outside its warranty period or is damaged, we will, at our discretion, either:
  a) arrange for it to be repaired (subject to an as new standard); or
  b) pay you to get it repaired by a repaired by a approved supplier; or
  c) replace it if in our reasonable opinion it would be more cost-effective;

• If we cannot repair or replace your device, we will give you vouchers for the cash replacement cost of the device which you can then take to your mobile retailer or supplier to purchase a replacement.

• If we have to settle a claim for your device by giving you vouchers or cash, we will give you or your family member an amount equivalent to the cost of buying from a high street retailer a device with similar features and functionality to the one you have claimed for, but the colour may not always be the same. Replacements may provide you with new or refurbished stock. All replacement devices will provide you with a 12-month warranty.

• If the device breaks down outside its warranty period or is damaged, we will, at our discretion, either:
  a) arrange for it to be repaired (subject to an as new standard); or
  b) pay you to get it repaired by a approved supplier; or
  c) replace it if in our reasonable opinion it would be more cost-effective;

• Alternatively, we may elect to treat your policy as having covered the device as if it had not been an uninsured device and in such circumstances, you and we agree that the uninsured device will be treated as if it had been registered with us. If we are unable to provide a replacement, we will give you vouchers or cash for the replacement cost of the device which you have registered and agreed to be bound by their terms and conditions of insurance. The policy may provide you with new or refurbished stock. All replacement devices will provide you with a 12-month warranty.

• We will not pay a claim in respect of an uninsured device unless you can provide proof of ownership for that uninsured device.

• If you make a claim in respect of an uninsured device and we deal with a claim in accordance with this section B1, we shall treat your policy as continuing and we will not provide you with a replacement, the damaged or faulty device will become the property of your approved supplier.

• You, and any household members using the device, must take reasonable precautions to prevent the loss, theft or damage of the device.

• If we are unable to provide a replacement, the damaged or faulty device will become the property of your approved supplier.

• You must first register with your approved supplier to receive payment of the replacement device. You must send the device to your approved supplier for approval to receive payment of the replacement device.

• You must also agree to be bound by their terms and conditions of insurance.

• Exclusions

1. Theft or damage caused by any electronic virus;

2. Damage caused by any electronic virus;

3. Cost of routine servicing, inspections, adjustments or cleaning: including any wear and tear, including repairs that do not affect the use of the device, flaws, scratches or chips;

4. Cost of any increased excess above the standard excess amount which you have registered with us for the period of insurance.

5. Cost of any artifice abuse, i.e. the cost of any downloads, software and other applications.

6. Replacements which you have provided for cover for accessories for the device such as chargers, cases, earphones, Bluetooth headsets and memory cards, in so far as these accessories are lost or stolen at the same time as the device, in which case we will, at our discretion, either:

• replace them;

• give you the replacement cost of the accessories.

7. If we have to settle a claim for accessories by giving you the replacement cost, we will pay you the cost of buying from a high street retailer accessories similar with functionality to the accessories in respect of which you are making a claim.

Exclusions and conditions

We provide cover for all accessories for the device such as chargers, cases, earphones, Bluetooth headsets and memory cards, in so far as these accessories are lost or stolen at the same time as the device.

3. If we replace the accessories, we will give you the same amount as that which you have claimed for this, on which you have agreed to be bound by their terms and conditions of insurance. The policy may provide you with new or refurbished stock. All replacement devices will provide you with a 12-month warranty.

4. This policy does not cover the cost of a replacement SIM chip or card which is required to be inserted on to a device such as games, ringtones and other applications.

B1: Accessory list

This policy gives you cover to Garlik DataPatrol, an internet service which finds, tracks and monitors your personal internet applications, on any device provided by Experian Limited (a company registered in England and Wales, with number 645330).

To be able to use the Garlik DataPatrol service you must first register with Garlik by following the instructions contained in your welcome pack. During the Garlik DataPatrol registration process you will be taken through a series of steps where you will be asked to provide information about yourself. Please ensure that the information you enter is accurate as this will impact on the services we can offer you and how effective as possible. Garlik DataPatrol will monitor anonymous or illegal applications and alert you if they are found. If it finds your personal information, you will be alerted by email.

Exclusions and conditions

1. You must have registered with Experian to use the Garlik DataPatrol service, you will be required to agree to be bound by their terms and conditions and by their approved supplier.

2. The service Experian offers to you is dependent on the availability of data. Garlik DataPatrol checks a large number of databases and can, but cannot guarantee the accuracy or completeness of the information that may exist about you will be found. Experian will use a high level of care and skill when providing the service but Experian does not guarantee the accuracy or completeness of any of the personal information that is made available to you as part of the service.

3. When you register to use the Garlik DataPatrol service, you are only able to have one registered email address at any one time.

C) The excess

The excess is the amount of each claim that we will not pay. The amount of the excess varies depending on when and how often you make a claim and the type of claims that you have made. If you make more than one claim in the periods stated in the section below, the excess will increase. If you have more than one claim during a year, the excess you may have to pay will go up by an amount equal to the amount of any increased excess above the standard excess amount which you have registered with us for the period of insurance.

If you make a claim in the first two months of the policy the excess you will pay will be double the standard rate of excess. If you are required to pay an increased excess, if you make more than one claim in the periods stated in the section below, the excess will increase. If you have more than one claim during a year, the excess you may have to pay will go up by an amount equal to the amount of any increased excess above the standard excess amount which you have registered with us for the period of insurance.

2. The service Experian offers to you is dependent on the availability of data. Garlik DataPatrol checks a large number of databases and can, but cannot guarantee the accuracy or completeness of the information that may exist about you will be found. Experian will use a high level of care and skill when providing the service but Experian does not guarantee the accuracy or completeness of any of the personal information that is made available to you as part of the service.

2. When you register to use the Garlik DataPatrol service, you are only able to have one registered email address at any one time.

D) The period of the insurance

This policy provides cover that begins on the start date and continues for the term of insurance.

fonesafe Mobile

United Kingdom

Claim processing

If you wish to make a claim, we shall deal with it as soon as possible but it may take us up to 28 days to process your claim. If, when we have processed your claim, you are not satisfied with our decision you may appeal that decision. If you are not satisfied with our decision you may appeal that decision.

1. You can make a claim by calling us on the number set out in your welcome letter or as shown in the certificate of insurance included in your welcome pack.

2. If you subsequently find the lost or stolen device, you must contact your approved supplier and provide them with a replacement. If you subsequently find where the IMEI sticker has been removed, we reserve the right to cancel your policy.

3. When you register to use the Garlik DataPatrol service, you are only able to have one registered email address at any one time.
E) Cancellation
You have a right to cancel the policy at any time within 28 days of the start date. If you exercise this right to cancel then the policy will be cancelled immediately and, provided you have not made a successful claim, any payment you have made will be refunded in full. If you choose to cancel the policy outside the cooling-off period shown above, then you will be entitled to a refund of any premiums paid.

Either you or we can cancel the policy at any time by giving 30 days’ notice. You can do this either by telephoning us on 0844 659 5805 or by writing to Homecare Insurance Limited, Holgate Park, York, YO6 5GA. If we cancel the policy, we will write to you at the address that we have on your policy records. We will refund any premiums that you have already paid for a period that you would no longer be covered for.

Where we cancel your policy on written notice with immediate effect by registered post to your last known address if you have at any time:
• deliberately given false, misleading or inaccurate information, or withheld from us relevant information in relation to the policy,
• attempted to defraud us, or
• otherwise acted dishonestly towards us.

When the policy has been cancelled (for any reason), the Data Protection Act will automatically cancel at the same time and you will not be able to access any of the historic information from the point of cancellation.

F) The insurance: general conditions
1. We will only pay claims to the person named in the certificate of insurance on the date the policy took effect.

2. You must keep us up to date with changes in your personal details, such as address changes and updated device details.

G) Registration: how to register a new device
To register a new device on this policy, please call us on 0844 659 5805. Please have the following information available:
• your name on the device;
• the device’s MEID Number;
• your phone number and network;
• date of purchase of the device.

H) Claims: general
1. There is no limit upon the number of claims that you can make under the policy but please note that you may make more than one claim within the periods set out in your certificate of insurance then the excess will apply to each claim. We may be able to pay other expenses applicable to claims can be found in your certificate of insurance.

2. If you make a claim, we may ask for proof of ownership. You must be able to provide this. We may also ask for documentation to provide further proof to support your claim. What we will require will depend on the circumstances of your claim, but an example would be the Police Crime Reference Number to support a claim for theft. You can obtain a photo identification if this is easier.

3. If the device is lost, stolen, damaged or breaks down abroad, we will not settle the claim until you have returned to the UK.

I) Claims: to make a claim
To make a claim, you must report the incident within the timescales shown below. Please call us on 0844 659 5805 or claim online at www.fonesafeinsurance.co.uk.

We cannot pay any loss, damage or expense if you do not report your claim within the timescales shown below to register your claim even if you do not have all of the information to hand:
• your policy number which can be found in the top right-hand corner of your invoice letter;
• your device’s MEID Number;
• the IMEI number of your device;
• a payment method for your excess;
• the time and date of the incident;
• loss and theft claims, name and date your network provider placed a block on your device;
• for theft, malicious damage and loss claims, the value of the claim, the excess and reference number or police report and name of police station.

If you are in the UK and you need to claim, you must report the incident in accordance with the following timetable:

<table>
<thead>
<tr>
<th>Incident</th>
<th>Action Required</th>
<th>Loss</th>
<th>Theft</th>
<th>Malicious Damage</th>
<th>Accidental Damage or Breakdown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report to Network Provider</td>
<td>Within 24 hours of discovery</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Report to Police</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Crime or Loss Reference Number or Police Report Required</td>
<td>N/A</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Report to Homecare</td>
<td>Within 10 days of discovery</td>
<td>Within 10 days of discovery</td>
<td>Within 10 days of discovery</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

If you are abroad and you need to claim, you must report the incident in accordance with the following timetable:

<table>
<thead>
<tr>
<th>Incident</th>
<th>Action Required</th>
<th>Loss</th>
<th>Theft</th>
<th>Malicious Damage</th>
<th>Accidental Damage or Breakdown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report to Network Provider</td>
<td>Within 48 hours of discovery</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Report to Police</td>
<td>Within 48 hours of discovery</td>
<td>Within 48 hours of discovery</td>
<td>Within 48 hours of discovery</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Crime or Loss Reference Number or Police Report Required</td>
<td>N/A</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Report to Homecare</td>
<td>Within 28 days of return to UK</td>
<td>Within 28 days of return to UK</td>
<td>Within 28 days of return to UK</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

J) Fraud
If you have any concerns in relation to fraud, please call Customer Services on 0844 659 5805 and ask to be transferred to the Fraud Investigations Unit. Alternatively, you can write to:

Fraud Manager
Homecare Insurance Limited
Holgate Park
York
Y06 5GA

If you are a fraud victim, or you are acting on behalf of a fraud victim, you may wish to contact your local police force or the Association of British Insurers.

K) The law that applies to this policy
This policy is governed by and must be interpreted in accordance with the laws of England and Wales.

L) Changes to your policy
We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, significant adverse claims experience, changes in technology and changes in legislation or regulatory requirements. We will give you notice of any changes to these terms and conditions in the event that these are varied in accordance with this section.

M) Other insurance
If you have other insurance that provides the same or similar cover as this insurance, and we receive evidence that you are not paying more than our share of any claim if this is covered by other insurance.

N) The policy: how to complain
If you want to make a complaint, please phone us on 0844 659 5805 or write to

Customer Manager
Homecare Insurance Limited
Holgate Park
York
Y06 5GA

We will try to respond to your complaint within 5 working days. If no reply has been sent by then, you will be sent an acknowledgement letter to keep you informed of progress.

If you are not happy with our reply, you can take the matter to

The Financial Ombudsman Service
Insurance Ombudsman
South Quay Plaza
30 Marsh Wall
London
E14 5SR

Please note that the Ombudsman will not be able to help unless you have first taken your complaint to us and you have subsequently appealed is made within 6 months of our final reply.

O) Who regulates us
Homecare is authorised and regulated by the Financial Services Authority (FSA) at 25 The Normanhurst, Canary Wharf, London E14 5HS. You can check this on the FSA’s register by visiting the FSA’s website www.fsa.gov.uk or by contacting the FSA on 0845 606 1234. The reference number for Homecare is 228081.

P) Consumer protection
Homecare is covered by the Financial Services Compensation Scheme so you may be entitled to compensation if we cannot meet our obligations. Insurance advising and arranging is covered by 98% of the claims you may have any query about. Further information about the scheme arrangements is available from the FSA. Contact them at www.fsabadge.com or call them on 0845 606 1234.

Q) Recording calls
We record all phone calls from policyholders and other consumers. This includes where:
• you have provided a record of the instructions received from you;
• monitor quality standards;
• record calls for training purposes; and
• meet legal and regulatory requirements.

R) Special Needs
We are committed to meeting the needs of all our customers, including those with special needs. Letters and other documents are all available on request in Braille or large text on or audio tape. Hearing- and speech-impaired policyholders who wish to talk on mobile and to have a telephone available can do so by using the RNID’s T typewriter Relay Service. This is available 24 hours a day, seven days a week and allows our customers who find this convenient to contact us via a Typetalk Operator who will relay a message to us. No change in your bill will occur and we will require will then appear as text on your telephone. For more details, please call 0800 484 6531. For all other services, including requests for Braille or large print or audio versions of any of our documents, please call 0845 606 1234. In all cases, we will be happy to help.

S) General Information
You should review your policy periodically to make sure it remains adequate for your needs.

You may opt out of receiving any marketing communications by informing us or at any time during the term of the agreement.

J) Data Protection Notice – Your personal details
Homecare takes the privacy of its customers seriously. Homecare Insurance Limited is registered as a Data Controller with the Information Commissioner’s Office under the terms of the Data Protection Act 1998, with the registration number Z2376254. Homecare is part of the CPP Group of companies (“CPP Group”). You can find out more about the CPP Group by visiting www.cppgroup.com. This Data Protection Notice sets out how Homecare uses your personal details and protects any personal information that you give us when you purchase our insurance. To contact the CPP Group, please call 0845 606 1234. The CPP Group is also regulated by the Information Commissioner’s Office and is authorised and regulated by the Financial Conduct Authority with an ‘unsubscribe’ link, or an email address to which you consent. You can send an opt-out request to request in Braille or large text on audio tape. Hearing- and speech-impaired policyholders who wish to talk on mobile and to have a telephone available can do so by using the RNID’s T typewriter Relay Service. This is available 24 hours a day, seven days a week and allows our customers who find this convenient to contact us via a Typetalk Operator who will relay a message to us. No change in your bill will occur and we will require will then appear as text on your telephone. For more details, please call 0800 484 6531. For all other services, including requests for Braille or large print or audio versions of any of our documents, please call 0845 606 1234. In all cases, we will be happy to help.

S) General Information
You should review your policy periodically to make sure it remains adequate for your needs.

You may opt out of receiving any marketing communications by informing us or at any time during the term of the agreement.
To avoid contacting you unnecessarily about products you may already have, you agree that CPP Group members may compare your details with information provided by or held by or on behalf of the Business Partner about you and the products and services you already have. When the relevant CPP Group member does this it may need to tell the Business Partner that you have a policy with us and disclose enough personal data to enable the Business Partner to identify you on these files.

Who do we share this information with?

Your personal information will be made available to our approved suppliers and other authorised service providers and third party suppliers which perform certain services on our behalf e.g. providing IT support and maintenance, providing hosting services, providing online payment services and providing marketing services. These service providers may have access to personal information needed to perform their functions on our behalf but are not permitted to share or to use such information for any other purpose. These service providers may be in other countries but where any information is transferred abroad, your personal information will be safeguarded in accordance with the provisions set out below.

In addition to the direct marketing purposes explained above, we may share limited personal information with other companies within the CPP Group e.g. to the extent needed for proper management and parental analysis and decision making.

Limited personal information about you may be shared with our Business Partner as set out in the “Direct marketing and your preferences” section.

We may also disclose your personal data:

• in response to a court order, or a request for cooperation from a law enforcement or other government agency, to establish or exercise our legal rights, to defend legal claims, or as otherwise required or permitted by applicable laws and/or regulations;

• when we believe that disclosure is appropriate in connection with efforts to investigate, prevent, or take action regarding illegal activity, suspected fraud, or other wrongdoing; to protect and defend the rights, property or safety of us, other CPP Group members, customers, staff, suppliers or others; to comply with applicable law or to operate with law enforcement; or to enforce our terms or other agreements;

• to prospective or actual buyers in the event that we sell any of its business or assets, or to other CPP Group members in the event of a reorganisation.

If you use a payment card to pay for your policy, we may ask the issuer of that card to tell us about changes in your address and other personal and financial details so that we can update your policy records. This may include, but is not limited to, asking for new card or account numbers and for information about changes to any of your personal contact details (e.g. telephone, mobile phone or fax numbers, or email addresses).

If the device is lost or stolen, we will give relevant details to your network provider so that the device cannot be used. We will arrange repairs to or authorise the replacement of a damaged device or authorise the replacement of a lost or stolen device. When processing claims, we may contact the police to make sure that your crime or loss reference number is genuine.

We will record your information on relevant databases and registers for the purposes of crime prevention and detection. If you make a claim, we may record your information on relevant insurance industry databases (e.g. SIND) and registers for future claims administration and further fraud and other crime prevention and detection purposes, and may share your information with the police, other insurers and fraud prevention agencies to prevent fraudulent claims.

We will not otherwise transfer, disclose, sell, distribute or lease your personal information to third parties unless they have your permission to do so or are otherwise required or permitted to do so by law.

Will my personal information be transferred abroad?

Personal data which relates to you may be accessed by third party service providers based in countries outside the EEA such as Malaysia. European data protection law permits the export of personal data to other countries subject to the provision of adequate levels of protection for the processing of such personal data. Homecare will ensure that where they transfer your personal information outside the EEA, adequate safeguards are put in place to protect your personal information as data protection standards in those countries may differ from those in the EEA.

How to get copies of or amend the information collected by us

You may request details of personal information which we hold about you under the Data Protection Act 1998 at any time. A small fee will be payable. If you would like a copy of the information held about you please write to us at:

UK Compliance Team
Homecare Insurance Limited
Holgate Park
Holgate Road
York
YO16 6SA

If you think any information we hold about you is incorrect or incomplete, please write to us as soon as possible. We will correct or update any information as soon as possible.

If you are unhappy about the way in which we use your personal information you may contact the Information Commissioner’s Office at:

The Information Commissioner
PO Box 88, London EC3A 8HL

For more information about the way in which we use your personal information you may write to us at:

UK Compliance Team
Homecare Insurance Limited
Holgate Park
Holgate Road
York
YO16 6SA