Policy terms & conditions. Please keep in a safe place. Your fonesafe policy is provided by the insures, Homecare Insurance Limited (‘Homecare’). Please read this document carefully. It sets out the terms and conditions of the insurance which you have taken out to provide cover to your device for up to your premium during the period of insurance. It also sets out all the conditions, liabilities and exclusions that apply to your policy.

Important information

1. You must be 18 years of age or over and live permanently in the United Kingdom.

2. When you take out your fonesafe policy you will register with us the device you wish to protect. This must be done within 45 days of purchase. If you have purchased your device outside of the United Kingdom your premium must be paid at least 45 days after your device becomes usable.

3. You may change the device registered with us under your policy at a later date. It is important that you tell us if you change the device you have registered with us. Please see section A (the insurance registration of the device) and section B (Registration: the insurance of insurance) for details.

4. You should also read your certificate of insurance carefully because this document shows the amount of the excesses payable if you make a claim. The excess is the amount of each claim that we will not pay. The amount of the excess varies depending upon whether your claim is made under a claim and if the claim is the result of internal or external damage to your device, subject to the T&Cs listed below. 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 as shown in the device is being used by you or by any household members.

The device is your mobile phone, tablet, or other device that you have purchased or that has been provided to you by your employer.

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

Where we provide you with a replacement for your device, we will try to provide you with the same model as the device you have claimed for. If it cannot provide you with an equivalent model, it will give you vouchers or cash for the replacement cost of the device which you can then take to your network provider or another retailer to purchase a replacement,

If we have to settle a claim for your device by giving you vouchers or cash, we will give you the amount payable per month (including Insurance and Warranty) for the replacement cost of the device which you can then take to your network provider or another retailer to purchase a replacement.

Alternatively, we may elect to treat your policy as having covered the replacement device as if you had acquired the replacement device without any excess payable. If you make a claim in respect of an unregistered device, we may pay the excess but settle the claim as if the unregistered device had been registered with us, in accordance with section A. This is subject to paying by you an amount in excess of the registered device. We will not pay a claim in respect of an unregistered device if you

1. The combined value of cover for any replacement accessories will be an amount equivalent to the cost of buying from a high street retailer a device with similar features and functionality to the device you have registered with us and in respect of which you are making a claim. If you fail to make a claim in respect of the unregistered device, we will refund any excess amount which you are required to pay, if you still have your device.

2. If you make a claim in accordance with this section, we will refund any excess amount which you are required to pay, if you still have your device.

Exclusions and conditions

1. The combined value of cover for any replacement accessories will be an amount equivalent to the cost of buying from a high street retailer a device with similar features and functionality to the device you have registered with us and in respect of which you are making a claim. If you fail to make a claim in respect of the unregistered device, we will refund any excess amount which you are required to pay, if you still have your device.

2. The combined value of cover for any replacement accessories will be an amount equivalent to the cost of buying from a high street retailer a device with similar features and functionality to the device you have registered with us and in respect of which you are making a claim. If you fail to make a claim in respect of the unregistered device, we will refund any excess amount which you are required to pay, if you still have your device.

3. The combined value of cover for any replacement accessories will be an amount equivalent to the cost of buying from a high street retailer a device with similar features and functionality to the device you have registered with us and in respect of which you are making a claim. If you fail to make a claim in respect of the unregistered device, we will refund any excess amount which you are required to pay, if you still have your device.

4. If you make a claim in accordance with this section, we will refund any excess amount which you are required to pay, if you still have your device.

5. The combined value of cover for any replacement accessories will be an amount equivalent to the cost of buying from a high street retailer a device with similar features and functionality to the device you have registered with us and in respect of which you are making a claim. If you fail to make a claim in respect of the unregistered device, we will refund any excess amount which you are required to pay, if you still have your device.
Please note that if you are abroad, we will not replace or repair the device until you return to the UK.

To allow us to process your claim, we will need the information listed below but please call us within the timescales listed above to register your claim if you do not have all of the information to hand:

a) your policy number which can be found in the top right hand corner of your welcome letter;

b) your device’s IMEI Number;

c) proof of ownership;

d) a payment method for excess (e.g. debit/credit card); and

e) the time and date of the incident;

f) for loss and theft claims, time and date your network provider placed a block on your device;

g) for malicious damage and lost or stolen claims, the time and date of discovery;

h) for theft, malicious damage and lost or stolen claims, device’s proof of ownership;

i) for loss or theft claims, a written description and photograph of your device.

We will give you prior notice of any changes to these terms and the event in which these are varied in accordance with this section.

Other insurance

If you have other insurance that provides the same or substantially similar benefits, you must tell us this when you make a claim. We will not pay more than our share of any claim if this is covered by other insurance.

The policy: how to complain

If you want to make a complaint, please phone us on 0844 848 5637 or write to:

Complaints Manager
Homecare Insurance Limited
Holgate Park
York YO54 4GA

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:

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

2) Other insurance
If you have other insurance that provides the same or substantially similar benefits, you must tell us this when you make a claim. We will not pay more than our share of any claim if this is covered by other insurance.

The policy: how to complain
If you want to make a complaint, please phone us on 0844 848 5637 or write to:

Complaints Manager
Homecare Insurance Limited
Holgate Park
York YO54 4GA

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:

A) Financial Ombudsman Service
Insurance Division
South Quay Plaza
183 Marsh Wall
London

You can also find out how to register a new device.

G) Registration: how to register a new device
To register a new device on this policy, please phone us on 0844 848 5637.

Please have the following information available:

• the make and model of the device;
• the device’s IMEI Number;
• your phone number and network; and
• 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 if you make more than one claim within the periods set out in your certificate of insurance then the excess you will have to pay will go up each year. Details of claims that are not covered are excluded from claims to 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 or other proof to support your claim. What we will require will depend on the circumstances of your claim, but an example would be a Police Report for a device you are claiming for. You can provide this at any time and in any format.

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

I) Claims: how to claim
To report a claim you should contact us at 0844 848 5637 or claim online at www.homecareinsurance.co.uk

Please note that if you are abroad, we will not replace or repair the device until you return to the UK.

To make a claim, you must report the incident in accordance with the following timetable:

<table>
<thead>
<tr>
<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 Provider</td>
<td>Within 24 hours of discovery</td>
<td>Within 24 hours of discovery</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Report to Police</td>
<td>N/A</td>
<td>Within 24 hours of discovery</td>
<td>Within 24 hours of discovery</td>
<td>N/A</td>
</tr>
<tr>
<td>Crime or Loss Reference Number or Police Report Required</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Report to Network Provider</td>
<td>Within 10 days of returning to UK</td>
<td>Within 10 days of returning to UK</td>
<td>Within 10 days of returning to UK</td>
<td>Within 10 days of returning to UK</td>
</tr>
</tbody>
</table>

Within 24 hours of discovery

Within 24 hours of discovery

N/A

N/A

N/A

N/A

Within 10 days of returning to UK

Within 10 days of returning to UK

Within 10 days of returning to UK

Within 10 days of returning to UK

J) Fraud

If you have any concerns in relation to fraud, please call Customer Services on 0844 848 5637 and ask to be transferred to the Fraud Investigation Unit. Alternatively, you can write to:

Fraud Manager
Homecare Insurance Limited
Holgate Park
York YO54 4GA

If you, or anybody acting for you:

a) make a claim knowing it to be fraudulent;

b) make a statement in support of a claim knowing the statement to be false or untrue in any respect, or submit a forged or forged, or in support of a claim knowing the statement to be false or untrue in any respect;

c) deliberately misrepresent or deliberately fail to disclose material fact or evidence or to include or exclude any part of the policy or the wording of any part of the policy or the wording of any part of the policy with the intention of deceiving us, we will not pay the claim and we will cancel this policy as set out in Section D.

Details of claims may be put on a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participating insurers and the name and address of the operator of the claims register are available on request.

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.
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 supplier 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 and others; to comply with applicable law or co-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 purpose of crime prevention and detection. If you make a claim, we may record your information on relevant insurance industry databases (e.g. SEND) 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 about you

You may request details of personal information 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
YO26 4GA

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.