

## Summary of the terms of *Your*Fonesafe Insurance Policy

This page tells *you* SOME of the important stuff *you* need to know about *your*fonesafe insurance policy, but not every single little detail. These are some of the most important conditions and exclusions only. If *you* don't meet these conditions *your* claim could be rejected so we recommend *you* make sure *you've* read and understood them. The full terms and conditions applicable to *your* policy can be found by clicking here and in *your*welcome pack which will be sent to *you* with *your* certificate of insurance. *You* should read the full terms and conditions carefully.

### About the insurer and *your*fonesafe insurance policy

fonesafe insurance is provided by Homecare Insurance Limited, trading as 'fonesafe' ("*fonesafe! us! we! ou!*"). *Our* registered office is at Holgate Park, Holgate Road, York, YO26 4GA. *You* can contact *us* on 0844 848 5637. 'fonesafe' is a registered trademark of CPP Holdings Limited, part of Homecare Insurance Limited's group of companies.

Homecare Insurance Limited is an insurer which is authorised and regulated by the Financial Services Authority ("FSA"). *You* can check *our* regulatory status on the FSA's website ([www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)) or by calling 0845 6061234. The Firm Reference Number for Homecare Insurance Limited is 202880.

Homecare Insurance Limited is covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation under the scheme if *we* are unable to meet *our* obligations. Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

### Important information

- *You* must be 18 years of age or over and live permanently in the United Kingdom to hold a fonesafe insurance policy.
- *You* may need to review and update *your* cover from time to time to ensure it remains adequate.
- When *you* take out *your* fonesafe insurance policy online *you* will automatically register with *us* the *mobile device* to be covered by the policy.
- It is important that *you* tell *us* soon as possible if *you* change the *mobile device* *you* have registered with *us* so that *we* can update *your* insurance policy. *You* will need to provide the information set out in the "Registration: how to register a new device" section of *your* terms and conditions. A change in *mobile device* may require a change to the premiums payable.
- *Your* certificate of insurance will be sent to *you* with *your* welcome pack. *You* should read *your* certificate of insurance carefully because this document shows the amounts of the excesses payable if *you* make a claim. See below for more information regarding excesses.
- Changed *your* mind? *You* will have a 21 day cooling off period at the start of *your* policy during which *you* can cancel the policy for any reason and, provided *you* have not made a successful claim during the cooling off period, *we* will repay *you* any premiums *you* have paid.

### Definitions – the words listed below have the same meaning whenever they are used in this policy summary:

*abroad* – in a country other than the UK

*household member* – anyone who is permanently resident in *your* home and who is *your* spouse, *your* partner with whom *you* reside, or a child who *you* or *your* spouse or partner are the legal guardian of. A student who is not resident in *your* home during term time only will be considered to be permanently resident in *your* home

*IMEI number* – International Mobile Equipment Identity Number which is the unique serial or identification number that *we* will use to identify the *mobile device*

*mobile device* – the device which is covered by the policy which is used by *you* and/or the *household members*

*proof of ownership* – the despatch note provided by T-Mobile that details the sale of the *mobile device* to *you*, or similar documentation that provides proof that *you* own the *mobile device* (for example a mobile phone statement showing the IMEI number)

*UK* – England, Scotland, Wales and Northern Ireland

*warranty period* - the period of time that the *mobile device* is covered by a warranty given by either the manufacturer or a supplier of the *mobile device* (including *our* approved supplier who will be used to provide a replacement device)

*you, your* - the person who takes out the fonesafe insurance policy, whose name will appear on the certificate of insurance

### What's covered by my fonesafe insurance policy?

fonesafe insurance provides cover for *your mobile device* anywhere in the world, for *you* and any *household member* who uses *your mobile device* from the day that *you* purchase the cover.

Under *your* policy, *you're* covered if...

- *Your mobile device* gets lost, is stolen or damaged (on purpose by someone other than *you* or a *household member*, or by accident);
- *Your mobile device* breaks down through a mechanical or electrical problem when the *mobile device* is being used by *you* or a *household member*, after the *warranty period* has expired;
- Accessories for *your mobile device* such as chargers, cases, earphones, Bluetooth headsets and memory cards are lost, stolen or damaged at the same time as *your mobile device*.

### What will we do?

If *your mobile device* is lost or stolen, *we* will provide *you* with a replacement\*. If *we* can't provide *you* with a suitable replacement *we* will give *you* vouchers or cash\*\* which *you* can take to *your* network provider or another retailer to buy a replacement.

If *your mobile device* breaks down outside its *warranty period* or is damaged, *we* will at *our* discretion either arrange for it to be repaired (or pay for *you* to get it repaired by a repairer approved by *us*), replace the *mobile device*\*, or, if *we* cannot repair or replace the *mobile device*, *we* will give *you* vouchers or cash\*\* which *you* can take to *your* network provider or another retailer to buy a replacement.

If accessories for *your mobile device* are lost, stolen or damaged at the same time as *your mobile device*, *we* will either replace them or give *you* the replacement cost\*\* of the accessories. If *we* cannot provide *you* with an exact replacement, then *we* will supply *you* with an accessory that has similar features and functionality to the one *you* have claimed for (provided this is compatible with the *mobile device*), but the colour of the accessory may not always be the same. Note that the combined value of cover for any replacement accessories will be limited to that shown in the table set out in the 'How much will *you* have to pay?' section of this summary and in *your* certificate of insurance.

Replacements:

\*Where *we* provide *you* with a replacement for *your mobile device*, *we* will try to provide *you* with the same model as the *mobile device* *you* have claimed for. If *we* cannot provide *you* with an exact replacement, then *we* will provide one that has similar features and functionality to the one *you* have claimed for, but the colour may not always be the same. Replacements may either be new items or refurbished stock. All replacement *mobile devices* that *we* provide will come with a 12 month warranty.

Vouchers or cash:

\*\*If *we* have to settle a claim by giving *you* vouchers or cash, *we* will give *you* vouchers or cash of an amount equivalent to the cost of buying from a high-street retailer a device or (if relevant) accessories with similar features and functionality to the accessories or the *mobile device* *you* have registered with *us* and in respect of which *you* are making a claim.

Conditions:

- *You*, and any *household members* using the *mobile device*, must take reasonable precautions to prevent the loss, theft or damage of the *mobile device*.
- Unless *we* tell *you* otherwise, if *you* make a claim for damage or mechanical or electrical breakdown, before the claim can be assessed *you* must send the *mobile device* to *our* approved supplier so that they can inspect it. If *our* approved supplier is unable to repair the *mobile device* and *you* are provided with a replacement, the damaged or faulty *mobile device* will become the property of *our* approved supplier. *You* must send the *mobile device* to *our* approved supplier by special delivery using the special delivery bag which *we* will provide to *you*. The *mobile device* will remain *your* responsibility until *our* approved supplier has received it.
- If *you* make a successful claim for a lost or stolen *mobile device*, ownership of the lost or stolen *mobile device* passes to *us* if it is subsequently found. If *you* subsequently find *your* lost or stolen *mobile device* *you* must contact *us* to arrange return of the found *mobile device* to *us*. If *we* find that *you* have subsequently found the *mobile device* and not returned it to *us*, *we* reserve the right to recover from *you* (where applicable) the value of any replacement mobile device provided to *you* or any payment made to *you* under the policy.

**What isn't covered? Full details of the exclusions which apply to *your* policy can be found at section B of *your* terms and conditions which you should read carefully**

- Theft, loss, damage or breakdown if *you* or a *household member* using the *mobile device* haven't taken reasonable precautions to prevent this. As an example, *we* may consider that *you* haven't taken reasonable precautions if damage is caused to *your mobile device* as a result of balancing the *mobile device* between *your* ear and shoulder while washing up and dropping the *mobile device* into the water.
- Any **mechanical or electronic breakdown that takes place when the *mobile device* is still under its *warranty period*.**
- Damage caused:
  - on purpose by *you* or a *household member*.
  - by reckless use of the *mobile device*, for example because *you* or a *household member* have not followed the manufacturer's instructions.
  - by any electronic virus.
- Loss, theft, damage or breakdown if:
  - this happens whilst the *mobile device* is being used by someone other than *you* or a *household member*.
  - this happened before *you* purchased the policy and *you* were aware of this before *you* purchased the policy.
- Theft:
  - where the theft is from a car or other vehicle unless it was out of sight, the vehicle's security systems were activated and there is evidence that the vehicle has been broken into.
  - from any unattended premises unless there is evidence of forced entry.
- Damage or breakdown of the *mobile device* if *we* cannot verify the *IMEI number* of the *mobile device* *you* have returned to *us* for examination.
- Normal wear and tear of the *mobile device*, including surface cracks that do not affect the use of the *mobile device*.
- Costs of routine servicing, inspections, adjustments or cleaning.
- Loss or damage caused by, or occurring during, maintenance or modification of the *mobile device*.
- Any form of **loss, cost or damage which is not the cost of repairing or replacing the *mobile device*.**
- **Claims made because the *mobile device* has been confiscated or is being held by the police or any government or regulatory body.**
- Repair costs which have not been approved by *us* first.
- The cost of any network abuse, i.e. the cost of any calls, texts or downloads made from the *mobile device* after it is lost or stolen.
- The cost of a replacement SIM card or any software loaded onto *your mobile device*.

**What you need to do to make a claim:**

To make a claim, *you* must report the incident within the timescales shown below. *You* can claim online at [www.fonesafeinsurance.co.uk](http://www.fonesafeinsurance.co.uk) or by phone by calling 0844 848 5637.

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

| Action Required  | Incident                     |                              |                              |                                |
|--|------------------------------|------------------------------|------------------------------|--------------------------------|
|  | Loss                         | Theft                        | Malicious Damage             | Accidental Damage or Breakdown |
| Report to Network Provider                               | Within 24 hours of discovery | Within 24 hours of discovery | N/A                          | N/A                            |
| Report to Police   | N/A                          | Within 24 hours of discovery | Within 24 hours of discovery | N/A                            |
| Crime or Loss Reference Number or Police Report Required | N/A                          | Tick                         | Tick                         | N/A                            |
| Report to Homecare                                       | Within 10 days of discovery  | Within 10 days of discovery  | Within 10 days of discovery  | Within 10 days of discovery    |

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

| Action Required  | Incident                                 |  |  |  |
|--|--|--|--|--|
|  | Loss                                     | Theft                                    | Malicious Damage                         | Accidental Damage or Breakdown           |
| Report to Network Provider                               | Within 48 hours of discovery             | Within 48 hours of discovery             | N/A                                      | N/A                                      |
| Report to Local Police                                   | Within 48 hours of discovery             | Within 48 hours of discovery             | Within 48 hours of discovery             | N/A                                      |
| Crime or Loss Reference Number or Police Report Required | Tick                                     | Tick                                     | Tick                                     | N/A                                      |
| Report to Homecare                                       | Within 10 days of returning to <i>UK</i> | Within 10 days of returning to <i>UK</i> | Within 10 days of returning to <i>UK</i> | Within 10 days of returning to <i>UK</i> |

Please note that if *you* are *abroad*, we will not replace or repair the *mobile 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 even if *you* don't have all of the information to hand:

- *Your* policy number which can be found in the top right hand corner of *your* welcome letter.
- *Your mobile device's IMEI number*.
- *Proof of ownership*.
- A payment method for *your* excess.
- The time and date of the incident.
- For loss and theft claims, time and date *your* network provider placed a block on *your mobile device*.
- For theft, malicious damage and loss *abroad* claims, crime or loss reference number or police report and name of police station.

### How much will you have to pay?

The monthly premium payable for your insurance policy depends on the mobile device covered by the policy. See the highlighted section of the table below which shows the premium payable per month (including Insurance Premium Tax) for the cover provided by your policy. This amount will also be shown in your certificate of insurance which will be sent to you with your welcome pack.

We will collect the premium from you on a monthly basis via Direct Debit on the date specified on your certificate of insurance. Your insurance payment will appear as a separate Direct Debit with the title 'Mobile Insurance' or 'Homecare Ins' on your bank statement.

If you fail to pay your premiums on the date specified on the certificate of insurance, the cover will be suspended automatically and with immediate effect. If, following suspension of the cover due to non-payment of your premiums, you subsequently make payment of your outstanding premiums within the time specified by us to you, the cover will be reinstated. You are entitled to make a claim under the policy during the time that your cover is suspended for non-payment of your premiums provided that you pay any outstanding premiums at the time you make a claim. If any outstanding premiums are not paid within the time specified by us to you following suspension of the cover, we reserve the right to cancel your policy on notice to you and the mobile device will no longer be insured.

You may have to pay other taxes or costs that are not paid or imposed by us.

### Excess

The excess is the amount of a claim which we will not pay. For details of the excess which applies to your policy, please see the highlighted section of the table below, and the details contained in your certificate of insurance.

The amount of excess payable by you depends on when and how often you make a claim. If you are required to pay an increased excess for your first claim, we will refund you the amount of any increased excess above the standard excess amount if you continue to hold your policy and have not made another successful claim at the end of the 12 month period following your policy start date which will be shown in your certificate of insurance.

| Feature   | Monthly Cost   |  |  |  |   |   |
|---|--|--|--|--|---|---|
|   | £2.99  | £4.99  | £6.99  | £8.99  | £12.99  | £14.99  |
| Accessories cover   | up to £150   | up to £200   | up to £250   | up to £300   | up to £300  | up to £300  |
| Maximum number of claims  | Unlimited  | Unlimited  | Unlimited  | Unlimited  | Unlimited   | Unlimited   |
| Excess for your first claim   | £10<br>(doubled if you claim in first month of policy) | £20<br>(doubled if you claim in first month of policy) | £25<br>(doubled if you claim in first month of policy) | £30<br>(doubled if you claim in first month of policy) | £50<br>(doubled if you claim in first 2 months of policy) | £50<br>(doubled if you claim in first 2 months of policy) |
| Excess for your second claim<br>(doubled if you claim within six months of first claim) | £10  | £20  | £25  | £30  | £50   | £50   |
| Excess for third or any subsequent claim (in any period)                                | £20  | £60  | £75  | £90  | £150  | £150  |

### Duration of your policy

Your policy will continue on a month to month basis (for a maximum of 5 years) until cancelled.

### Cancellation

In addition to your right to cancel your policy during the 21 day cooling off period, either you or we can cancel the policy at any time by giving 30 days' notice.

If you choose to cancel the policy outside the cooling off period above, you will not be entitled to a refund of any premiums paid. If you wish to cancel your policy, you can do this by calling 08444 848 5637 or writing to us at Homecare Insurance Limited, Holgate Park,

York, YO26 4GA. If *we* cancel the policy, *we* will write to *you* at the address that *we* have on *your* policy records. *We* will refund any premium that *you* have already paid for a period that *you* would no longer be covered for.

### Not happy? - Complaints

If *you* are unhappy with *your* policy, you can call *us* on 0844 848 5637 or write to: Complaints Manager, Homecare Insurance Limited, Holgate Park, York, YO26 4GA

*We* will try to respond to *your* complaint within 5 working days. If *we* can't, *we* will send *you* an acknowledgment letter to keep *you* informed of the progress *we're* making. If *you're* not happy with the response *you* receive, *you* can take this up with the Financial Ombudsman Service. *We* (but not *you*) are bound by any decision they reach. *You* can contact the Ombudsman on 0845 080 1800 or by writing to The Financial Ombudsman Service, Insurance Division, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

### How will *we* communicate with *you*?

Your terms and conditions, all other policy documents and other correspondence will be provided in English.

### Applicable law and jurisdiction

*Your* policy will be governed by the laws of England and Wales.

### Customer confirmation

It is important that *you* read and understand the terms and conditions that apply to *your* policy which can be accessed [www.t-mobile.co.uk/terms](http://www.t-mobile.co.uk/terms) and will be provided with your welcome pack. If there is any term that *you* do not understand then please discuss it with a fonesafe representative by calling *us* on **0844 848 5637**.

I confirm that I wish to purchase fonesafe insurance with effect from today. I confirm that I have read the policy summary set out above which summarises the key features and exclusions applicable to my fonesafe insurance policy. I understand that I will be sent a welcome pack which will contain my full terms and conditions and certificate of insurance.

I understand that the premium due for my fonesafe insurance policy will be collected monthly via Direct Debit for up to 5 years until cancelled by me by giving 30 days notice. This does not affect my right to a cooling off period of 21 days from the date of purchase in which I can cancel my fonesafe insurance policy and, provided I have not made a successful claim under my policy within the cooling off period, be refunded any premiums I have paid.