

Policy terms and conditions

Please keep these in a safe place

A) Policy definitions

Abroad – in a country other than England, Wales, Scotland or Northern Ireland

Claim – any claim you make on this policy

Cover – the benefits provided under this policy

Device – mobile phone, USB modem or data card

Policy – these terms and conditions and your schedule of cover, including any changes we make to either of these

Reasonable precautions – all measures that it would be reasonable to expect you to take to prevent loss, theft, damage or breakdown of your device

Schedule of cover – details of the insured person and the insured device that we send you from time to time

Unattended – left by you so that you are not in a position to prevent loss, theft, damage or breakdown of your device

We, Us, Our – Homecare Insurance Limited (registered number 2793290)

You, Your – the person whose name appears on the schedule of cover, plus any registered authorised users of the device registered with us

B) fonesafe insurance: what is covered

1. This policy provides insurance against loss, theft, damage (liquid, accidental and malicious) and breakdown of your device (i.e. your mobile phone or USB modem or data card) when it is being used by you or up to two other registered authorised users.
 2. The policy covers your device and other accessories such as chargers, cases, earphones, Bluetooth headsets and memory cards in the event that they are lost or stolen at the same time as your device. It does not cover the cost of a replacement SIM card or any software loaded on to your mobile phone such as games, ring tones and other applications.
 3. The combined value of any replacement accessories we provide will not be more than £300
 4. If your device is lost, stolen, damaged or breaks down we will at our discretion either replace it or arrange for it to be repaired. We will try to provide you with the same model as the one you have claimed for. If we cannot provide you with an exact replacement, then we will supply you with 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 be new items but they may sometimes be refurbished stock. All replacement devices that we provide (whether new or refurbished) will come with a 12 month warranty.
 5. If your accessories are lost or stolen at the same time as your device, we will, at our discretion, either
 - replace them; or
 - give you the value of the replacement cost of your accessories.
- If we replace your accessories, we will try to provide you with the same model as the one you have claimed for. 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 but the colour of the accessory may not always be the same.
6. You have to register with us the device you want to insure, providing us with all the information we require including IMEI number. Your device must not be more than 45 days old when you register it and you must have proof of purchase for it. You can change the device that you've registered with us at any time but all replacements must also be less than 45 days old when you register them and you will also need proof of purchase for all replacement items. Please make sure that you tell us about any new or replacement device as if you do not it will not be insured.
 7. You also have to register the details of the people you want to be authorised users. If their details are not registered with us, you will not be able to claim if your device is lost, stolen, damaged or breaks down whilst they are using it.
 8. If your device is damaged or breaks down outside its manufacturer's warranty period, we will at our discretion either repair it or replace it. If so, we will decide whether to:
 - arrange for it to be repaired; or

- pay for you to get it repaired by a repairer approved by us; or
- replace it if we think it would be more cost-effective; or
- give you vouchers for the replacement cost which you can then take to your airtime provider or another mobile phone retailer

9. If you claim for damage or breakdown, you must send us the device you're claiming for so that we can inspect it. If we settle your claim, the damaged or faulty item will become our property. If you have claimed for loss or theft and your device is subsequently found, it will belong to us and you will have to send it to us.

C) The insurance: who is covered

The holder of the insurance must be at least 18 years of age and live in Great Britain or Northern Ireland. Up to two additional authorised users are covered under this policy, as long as they are registered on the policy before an incident occurs which results in a claim.

D) The insurance: the excess

The excess is the amount that you must contribute toward the cost of repairing or replacing your device. The amount you have to pay depends on how early in the life of the policy and how often you have claimed. The excesses payable are:

- For your first claim, you have to pay £30
- For a second claim made within 6 months of your first claim, you have to pay £60
- For a second claim made outside 6 months of your first claim, you have to pay £30
- For your third and subsequent claims made at any time, you have to pay £90

If you make a claim in the first month of the policy the excess you pay will be double the standard rate of excess. If you still have your policy and have not made another successful claim by the end of the twelfth month we will refund you the additional excess.

E) The insurance: what is not covered

1. Any device that is not registered with us at the time of the incident being claimed for.
2. Any accessories with a combined replacement cost of more than £300
3. Any accessories which aren't lost or stolen at the same time as your device.
4. PDAs (personal digital assistants without phone capability), iPods or other MP3 players.
5. Any mechanical or electronic breakdown that takes place when your device is still under its manufacturer's warranty.
6. Loss, theft, damage or breakdown if this happens whilst your device is being used by someone who is not registered on your policy as an authorised user.
7. Any device that does not contain a SIM card at the time of the incident claimed for.
8. Theft where your device has been stolen from a car or other vehicle, unless this was out of sight, the vehicle's security systems were activated and there is evidence that the vehicle has been broken into.
9. Damage, loss or theft where you haven't taken reasonable precautions to prevent this or where you have been reckless about or indifferent to the risk of damage, loss or theft taking place. Some examples include wilfully or recklessly leaving your device unattended in a public place or leaving it on the bonnet, boot or roof of a vehicle.
10. Theft of your device from any property or premises unless there is evidence of forced entry.
11. Damage caused by your careless use of your device. This includes (but is not restricted to) damage caused because you have not followed the manufacturer's instructions or because you have used the wrong voltage to charge up your mobile phone or because someone else (for example a retailer) has set up your device incorrectly.
12. Damage or breakdown if this is due to your device being put in a washing machine. This is irrespective of whether this was accidental or not.
13. Damage or breakdown if we cannot verify the IMEI number of the device that you have returned to us for examination. This may include where the IMEI sticker has been removed.
14. Malicious damage to your device caused by someone else if you have given them permission to use it.

15. Damage caused by any electronic virus.
16. Repair costs if these are not approved by us first.
17. Costs of routine servicing, inspections, adjustments or cleaning.
18. Normal wear and tear, including surface cracks, flaws, scratches or chips.
19. Consequential loss. This is where you incur an indirect cost or expense or suffer an indirect loss as a result of the loss, theft, damage to or breakdown of your device. This includes but is not limited to costs for subscription services you have signed up for, in which case you must contact the provider to suspend these.
20. Claims made because your device has been confiscated or is being held by any government agency (for example the Police).
21. If you have a contract mobile phone we will not cover the cost of any airtime abuse, i.e. the cost of any calls, texts or downloads made from your phone if it is lost or stolen.
22. If you have a pre-pay mobile phone we will not cover the value of any call credit on the phone if it is lost or stolen.

F) The period of the insurance and how you can cancel it

1. Your fonesafe insurance policy has a minimum commitment term of 3 months, after which we will renew your cover automatically every month for up to five years as long as you pay the monthly premium and until you tell us that you no longer want the insurance. If you stop paying your premiums within the 3 month minimum commitment, your details may be registered on a central database which could affect your credit status. If you stop paying your premiums at any time, your cover will stop and your device will not be insured. This does not affect your statutory rights.
2. You have a 14 day cooling off period at the start of the policy during which you can cancel the policy for any reason and we will repay you any premiums you have paid. If you cancel outside that 14 day period, you will not get back any premiums you've paid.
3. Either party can cancel the policy after the 3 month minimum period by giving 30 days' notice. You can do this either by telephoning us on 0844 848 5637 or by writing to Homecare Insurance Limited, Holgate Park, York, YO26 4GA. If we cancel your policy, we will write to you at the address for you 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.
4. We may also cancel your cover if you make a claim that we think is false or dishonest or if we think you are otherwise failing to act in good faith.

G) The insurance: general conditions

1. Your device is only covered whilst it is being used by you or someone else you have given permission to. If you want your device to be covered whilst up to two other people are using it, you must first register details of those authorised users with us. You can do this at any time during the lifetime of your policy, but you must do this before an incident occurs which results in you making a claim. If you do not, you may not be able to claim successfully.
2. Your device will only be covered whilst it contains a SIM card.
3. You cannot give this insurance to anyone else.
4. You must keep us up to date with changes in your personal details such as address changes.
5. You must tell us if your insured device changes and your new device must not be more than 45 days old when you tell us. See section I (Registration: how to register your device) for details.

H) Claims: general

1. You must do everything you can to reduce the risk of your device being lost, stolen or damaged.
2. If you make a claim, we will ask for proof of purchase. You must be able to provide this. We may also ask for documentation or other proof to support your claim if we think we need this. If you do not provide any document or proof we ask for, we may decline your claim. What we will require may depend on the circumstances of your claim but an example would be a Police Crime Reference Number to support a claim for theft. If we ask you for documentary proof, you must provide this within 28 days of asking.

3. If you claim for malicious damage, this will only be considered if you can show that the damage was caused by another person who has obtained your device without your permission.
4. If your device is lost, stolen, damaged or breaks down abroad, we will not settle your claim until you have returned to the UK.

I) Registration: how to register your new device

To register a new device on this policy, please call us on 0844 848 5637. Please have the following information available;

- The make and model of your device
- Your device's IMEI number
- Your phone number

You must do this within 45 days of changing your device. If you do not, you may not be able to insure your new device.

J) Claims: how to claim

If you need to make a claim, please call us on 0844 848 5637. We will tell you what to do, including what paperwork (if any) you will have to provide to support your claim.

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 Airtime 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 Reference Number Required	N/A	✓	✓	N/A
Report to fonesafe	Within 48 hours of discovery	Within 48 hours of discovery	Within 48 hours of discovery	Within 48 hours 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 Airtime 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 Reference Number Required	✓	✓	✓	N/A
Report to fonesafe	Within 48 hours of return to UK	Within 48 hours of return to UK	Within 48 hours of return to UK	Within 48 hours of return to UK

Please note that if you're abroad, we won't replace your device until you return to the UK.

K) Claims: how often I can claim

You can make as many claims as you need but please note that if you make multiple claims then the excess you will have to pay will go up. Details of the excesses can be found in your schedule of cover.

L) 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
YO26 4GA**

We will process your claim under the terms and conditions of this policy based upon the initial information provided to us for the claim. If your claim is not covered and you then submit a claim having changed the reason we consider this as fraud and may take action against you.

The contract between both parties is based upon the principle of utmost good faith. If you or anyone acting for you:

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect
 - Make a statement in support of a claim knowing the statement to be false in any respect, or submit any document in support of a claim knowing the document to be forged or false in any respect; or
 - Make a claim in respect of any theft, loss or damage caused by your wilful act, or with the intent to defraud us; then:
-
- We may not honour the claim
 - We may not honour any other claim which has been or will be made under any policy held by you
 - We may not make any return of payments made for cover and we may, at our option, cancel the policy
 - We may be entitled to recover from you the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings)
 - We may be entitled to recover from you the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings); and
 - We may inform the Police, government or regulatory bodies of the circumstances

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

M) The law that applies to this policy

This contract is governed by and must be interpreted in accordance the laws of England, Wales and Northern Ireland unless you live in Scotland (in which case, Scottish law will apply) or unless you and we agree otherwise. You and we agree that policy terms will be issued in English.

N) 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.

O) Setting aside terms and conditions

If we choose not to apply any term or condition of this policy, this will not prevent us from applying that term or condition or otherwise relying on it in the future.

P) 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
YO26 4GA**

We will try to respond to your complaint within 5 working days. If we can't, we will send you an acknowledgement 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. Their address is:

**Financial Ombudsman Service
Insurance Division
South Quay Plaza
183 Marsh Wall
London
E14 9SR**

You must contact the Ombudsman within six months of receiving our response to your complaint. The Ombudsman will not be able to help you unless you have first made your complaint to us.

Q) Your personal data: how we will use this

We will keep the information you give us so we can:

- Confirm your identity
- Manage your policy
- Collect your premiums
- Process any claim you make

If your device is lost or stolen, we will give relevant details to your network provider so that your device cannot be used. We will arrange repairs to or authorise the replacement of a damaged device or authorise the replacement of a stolen device. When processing claims, we may contact the Police to make sure that your crime 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 and registers for future claims administration and further fraud prevention and detection purposes, and may share your information with other insurers and fraud prevention agencies to prevent fraudulent claims.

We may use your details to invite you to take part in market research and to let you know about other goods or services that might interest you. You may be contacted by us or other members of the CPP group of companies or other organisations acting for us. You may be contacted by post, phone or by email. By taking out this policy and by giving us your address, phone number and email address, you agree that we may contact you using these methods. If you do not want your details to be used for these purposes, please let us know at any time.

You have the right to see all the information we hold about you. If you would like to see this information, please write to:

**The Compliance Manager
Homecare Insurance Limited
Holgate Park
York
YO26 4GA**

Please note that there will be a separate administration fee for this service.

By taking out this policy, you agree that for us to manage this contract we may transfer your information outside the European Economic Area (EEA).

R) Recording Calls

We will record calls you make to us. We do this so we can:

- Keep a record of the instructions you give us
- Monitor our performance
- Improve our staff training
- Comply with relevant laws and regulations

S) Special Needs

We are committed to meeting the needs of all our policyholders, including those with special needs. All letters and other documents are available in Braille, large print or on audio tape. You can also contact us through Typetalk (18001 0844 848 5637) if you would prefer. To use any of these services, please call us on 0844 848 5637.

T) Homecare Insurance: our regulatory status

Homecare Insurance Limited (registered in England number 2793290). Our registered office is at Holgate Park, York, YO26 4GA.

We are authorised and regulated by the Financial Services Authority (FSA). Our Firm Reference Number is 202880. If you want to look up our details, you can do this by calling the FSA on 0845 606 1234 or via the FSA website at www.fsa.gov.uk/register. We are a member of the CPP group of companies.

Homecare is a member of the Financial Services Compensation Scheme. This protects you in the event that Homecare is unable to pay claims made against it; if so, you may be entitled to compensation if we cannot meet our obligations. Insurance arranging is covered under the scheme for the first £2,000 of any claim you make and 90% for the remainder, without any upper limit.