phone:

email: info@foneprotect.net web: www.fone-protect.com



**Terms and Conditions** 

# Fone protect monthly gadget cover

This is your gadget cover policy, in this document you will find everything you need to know. Please read this carefully to make sure this cover is right for you, if you have any questions then call or email Fone protect.

The benefits, conditions and exclusions of this cover apply to the individual or family member who owns the gadget. A family member is defined as a relative or partner who permanently lives at the same address as you (as well as sons or daughters living away from home for some of the year whilst at college or university).

If the gadget is owned by a business the benefits, conditions and exclusions of this policy apply to the business and any employees of that business who use the gadget primarily for business purposes.

# **Subscription cover Document**

Who is this cover designed for?

Summary	Description
For many of us, gadgets are playing more of a role in our everyday lives and it is important to us that we ensure that we can continue to use them as frequently as we do	This cover is designed for people who want to cover the costs of repair or replacement should the item breakdown outside of the manufacturers' warranty, be damaged, lost or stolen. This cover has no excess and the terms and conditions, including exclusions, are set out in this document. This subscription cover is provided on the condition that you are a UK resident and over 18 years of age and any claim will auto-renew your cover for a 12 month term.
It is important to note that gadget cover is only offered on the understanding that you will take care of your gadget.	Having cover does not mean that you can take risks with your gadget which you would not take if your gadget was not covered as doing so may result in your claim being denied. Further details can be found in the section 'What you are NOT covered for'.

## The cover you receive

Risks you are covered for	Benefits you receive
Your registered gadget is covered for:	General cover for the gadget detailed on your documents and as specified in your schedule must be owned by you or a family member, or in the case of a business owned by the business and used by any employees.
• Theft	If your gadget is damaged or breaks down we will either:
• Damage	repair the gadget (where possible), or
• Breakdown	2) replace it*
• Loss	
	If you are unable to provide the damaged gadget to support your claim for a damage or breakdown incident, then this will be classified as a lost gadget.
	If your gadget is lost or stolen we will replace it.
occurring anywhere in the world	Loss of your gadget is only available where you have opted to pay the additional premium for each item you wish to cover. Proof of purchase from authorised retailer, proof of ownership, condition report and serial numbers, EMI numbers must be provided within 7 days or cover is limited to basic only.
	Replacements
	<ol> <li>Where we replace the mobile device the replacement will be a new item.</li> <li>We will attempt to replace your device with one of the similar colour but we can't guarantee to do this.</li> </ol>
	Where we send you a replacement or repaired item, this will only be sent to a UK or USA address.
	In the event that your gadget is a mobile phone and it has been used after it has been lost or stolen, we do not normally pay for any additional charges.
	All theft or loss must be reported within 24 hours, and a valid police report must also be provided.

# What you are NOT covered for

Cover for loss is only applicable if you have selected this additional subscription cover

Summary	Description
Any incident prior to the start date of your subscription	This cover begins immediately on the start payment date.  Any incident which would result in you needing to make a claim that happened before this date is not covered.
Any gadget not registered on your policy	This subscription policy only covers the gadget details you have provided  If you want to add any new gadgets you have then you need to take out additional subscriptions to cover each of those items.
Loss of your gadget where you have not selected this level of cover	All of our subscription policies have the option to select additional cover for loss for an increase in cost.  If you have a one of these gadgets or have not selected to cover the loss of your gadget then this is not covered under any circumstances.  Loss means the gadget has been accidentally left behind by you and you are permanently deprived of its use and unable to locate the gadget. If you have not selected loss cover then you will not be able to claim for this type of incident.
Breakdown covered by the manufacturer's warranty	This policy does not provide cover for problems with your gadget that are covered by the manufacturer warranty.  If your gadget does develop a fault whilst still under warranty you should follow the warranty returns process as specified by the manufacturer.
Contribution	You do not need to pay any contribution if you make a successful claim  Your contribution amount will always be nil, we may request a small fee to cover the cost of sending a replacement in some cases.  The amount you may be required to pay will be confirmed when you contact us;  On your subscription policy  By contacting us by email or;  Visiting our website  Your contribution amount will need to be paid before we will send any replacement.

## 1 loss or theft claims in a 12 month period for each item

There is a limit of 1 successful claims for loss or theft for each insured item in any twelve month period, beginning from the start date of your subscription.

For example if you purchase your insurance on the 1st January, you are limited to only two successful claims for loss or theft up until 1st January the following year.

There is no limitation on claims for damage or breakdown however screen cracks are limited to one claim per device only.

## Loss, theft, damage or breakdown as a result of not taking care of your gadget

We know how important your gadget is to you and we expect that you will take care of your gadget. If you don't take care of your gadget then we may not pay.

Taking care of your gadget means -

- Not knowingly leaving your gadget somewhere it is likely to be lost, stolen or damaged, just think would you leave your wallet or purse there?
- If you need to leave your gadget somewhere then we expect you to lock it
  away out of sight if at all possible. If you cannot lock it away then you must
  leave it with someone you trust or concealed out of sight in a safe place.
- · Making reasonable enquiries to find your gadget if you think you have lost it.
- · Not intentionally damaging your gadget

If you knowingly leave your gadget where others can see it but you cannot and your gadget is then lost or stolen we will not pay your claim.

We will always take into account where you are and what you are doing when we assess whether you have taken care of your device. If we believe you have not taken care of your gadget, and have knowingly taken a risk with it, we may decline your claim.

If you knowingly leave your gadget somewhere you can't see it but others can, we may decline your claim for not taking care of your gadget – for example:

- in a cafe or pub you leave your gadget on the table when you go to the bar to pick up your drink instead of taking it with you
- · leaving your gadget on display in your car
- leaving your gadget in the care of someone you don't know well
- if you are at the gym and you leave your gadget on a bench in the changing rooms rather than taking it with you or locking it in a locker

All of these examples increase the risk of it being lost, stolen or damaged and may result in your claim being declined. The examples are to help you understand what's covered, and are not the only reasons a claim could be rejected.

Summary	Description		
Gadgets which were not brand new or refurbished to manufacturer standards at the time of purchase	from a manufacturer, a ne online). We also cover ga purchased through a mai	etwork provider and a detwork provider and a detwork provider, a network programmer which have be	ased as brand new directly retail store (high street or furbished if they have been provider or an Assurant approve been purchased as used or reet retail stores.
		Purchased as brand new	Purchased as refurbished
	Manufacturer (e.g Apple, Samsung etc.)	✓ (can be insured)	~
	Network (e.g. EE, Eircom, Vodafone, O2)	V	V
	Approved retail store	V	<b>✓</b>
	Other retail store (High street or online)	V	X (unable to cover)
	Second-hand or used phones cannot be covered under this policy, regardless of where they have been purchased.  Gadgets purchased from any other source not detailed above <b>cannot</b> be covered under this policy. If you are not sure if your device is eligible for cover please contact us.		
Cosmetic damage	We only cover damage if it stops the normal function just a scratch or dent, and your gadget still works a repair or replace it.		
	gadget when it isn't working	g, so if it still functions as shed screen would not b	en't nice but we are here to fix you s you would expect then we can't e covered but a cracked screen ng.

Summary	Description
Unauthorised repairs	Making sure that your gadget is repaired to a high standard enables us to continue to provide this subscription cover.
	We want your gadget to continue functioning which is why we only use approved repairers.
	We also want the ability to contact the repair company to assess the damage to your gadget and provide a report in order to best decide whether to repair or replace the gadget.
	In the event you have had your mobile device repaired prior to taking out this subscription and that repairer has not been authorised by the manufacturer, we will not pay for any future breakdown of the device.
Contents of your gadget	We only cover the gadget, we don't cover the contents. This means that any pictures, software, downloads, apps, music or any other content is not covered by this policy so make sure you back it up regularly.
	This also means that if any of the data or information stored on your gadget is used to access any existing accounts or opening new accounts through fraud, we do not cover anything as a result of these acts.
	There are lots of ways to back up the contents of your gadget and we suggest you do this regularly so if you need to claim and you lose your gadget's contents as a result, you can download it on to your replacement gadget and be up and running again in no time.
Accessories	We only cover the gadget we do not cover any accessories
	Items which connect to your gadget are not covered by this insurance policy (e.g. chargers, cases, SIM cards, memory cards, headphones etc.)
Other losses	Any cost or losses that can't be resolved by the repair or replacement of your gadget.
	We don't cover any loss of profit, opportunity, subscription fees, line rental, goodwill or similar losses. We just cover the gadget.

Summary	Description
Modifications	If your gadget has been modified in any way we will only replace the gadget, we do not cover the modifications that have been made.
	Modifications are anything that changes the way your gadget looks or operates from the original specifications. This includes things like adding gems, precious metals or making software changes such as unlocking your gadget from a network.
Proof of ownership	We need to know that the gadget you are claiming for is yours or a family member's (or owned by the business). Therefore you will need to provide strict of proof of ownership.
	You will need to provide us the make and model of your gadget. We may ask to see something that tells us that the items you are claiming for belong to you and confirms the make, model or serial number (IMEI number for mobile phones) and memory size (where relevant) of your gadget. Also proof of purchase. This must be provided within 7 days or any subscription cover will be limited to basic only.
	For mobile phones the IMEI number is the unique serial number. You can find it by inputting *#06# into your mobile phone. It should also be noted on the documentation that came with your mobile phone when you purchased it. Your airtime provider may also be able to provide it to you. Proof of ownership could include a till receipt or documentation from any online purchase, or in the case of mobile phones documentation from your network provider. If you don't have any proof of ownership we may decline your claim.
Counterfeit devices	We do not cover any mobile devices that are manufactured in a way to resemble devices made by another company in breach of any copyright laws, or devices that are created by using parts from a number of different phones.
	Where we receive a claim for any devices that fall into this category we will return the mobile device to you unrepaired.
Losses incurred as a result of the sale of your gadget	We do not cover any loss of your gadget or any loss of money expected from any transaction, from the sale or trade your device. This is because the gadget will have been actively passed to an individual or business and, therefore, no loss or theft has taken place. We therefore recommend you take precautions if you sell your gadget, such as;
	<ul> <li>waiting for payment (including waiting for cheques to clear) before releasing your gadget,</li> </ul>
	using a secure payment service,
	<ul> <li>not accepting cash payments from people you don't know (who could be using forged banknotes), and;</li> </ul>
	ensuring your gadget is sent using a reliable and suitably insured delivery service.

# Actions you will need to take on loss, theft, breakdown or damage to your

gadget Cover for loss is only applicable if you have selected this subscription upgrade

Summary	Description
Tell your network provider if your gadget is lost or stolen as soon as you can	If you have a network enabled gadget (e.g. mobile phone, tablet, pda) then it is important to contact the network provider as soon as possible.  As detailed in 'The cover you receive' section, we do not normally pay for unauthorised network charges from the point your gadget is lost or stolen.  It is important to contact your network to block your device and SIM card as soon as possible if your device is lost or stolen. We may ask for evidence of this to support any claim for the loss or theft of your gadget.
If your gadget is lost or stolen report it to the Police	Tell the Police about any lost or stolen gadget as soon as you can, we will ask you to provide the Police reference number before we will pay any claim for loss and theft.
	If you have difficulty reporting your incident to the police please contact us and we can help to guide you.
	If you are outside of the UK or USA when the gadget is lost or stolen, please contact the relevant local authorities to report the incident and obtain a reference number from them.
Report any loss or theft to the place you believe	We expect you to report your gadget as lost or stolen to the place you think it has been lost or stolen from.
it has been lost or stolen from	Often gadgets are found and handed in to the place they were found at. We expect you to report the loss or theft of your gadget to the place you think it was lost or stolen from or is most likely to be handed back to. We may ask you to provide the details of where your gadget was lost or stolen from and actions you have taken to try to recover it.
Report your claim to us as soon as you can	Tell us about a claim as soon as you can. We expect you to tell us about any claim as soon as possible after discovery of the loss, theft, breakdown or damage.
	If you don't do this it we will still consider your claim, however it makes it difficult for us to investigate your claim, recover your gadget if it is lost or stolen or stop any further damage to your gadget. You can log your claim by contacting us via our website.

## How to make a claim

Summary	Description
Step One:	Please make sure you have read the "Actions you will need to take on loss, theft, breakdown or damage to your gadget" section as this tells you what we may need from you in order to settle your claim.  If your Mobile Device has the functionality, activate any location finder app or software to help you in retrieving it. This may also enable you to lock and wipe the data stored on your mobile device.
Step Two:	We will walk you through the process and tell you what information and documents you will need to provide
Step Three:	We will either agree to cover the cost of repair your gadget at your chosen approved local repair centre or send you a replacement.

### What you need to know

- Repairs may be made using readily available parts, or we will provide refurbished products which may contain
  parts, which are of similar or equivalent specification, and which may include unbranded parts. If any repairs
  authorised by us under this policy invalidate the applicable manufacturer's warranty, we will repair or replace your
  gadget, as necessary, in accordance with the terms of the applicable manufacturer's warranty for the unexpired
  period of the applicable manufacturer's warranty
- Where we replace the gadget the replacement will be a remanufactured (not brand new) device
- Where possible, you should make a back-up and delete any data stored on the device as it will be wiped as part of the repair process, or in case we can't make a repair and need to send you another replacement phone.

#### What if your claim is rejected?

If you're not happy with the decision, we want to hear from you as soon as possible. However we will require proof you have no insurance policy that could be claimed against in all instances.

#### Fraud

We do not tolerate any aspect of fraudulent activity.

It is important that when submitting a claim you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the the payment of your claim.

If false or inaccurate information is provided then we will:

- · Not honour the claim
- Report you to the relevant authorities

#### **Duration of this Subscription cover Policy**

This will continue to run on a monthly basis until one of the following events happens:

- You contact us to cancel the subscription
- You fail to pay the monthly subscription premium

#### **Cancelling your subscription**

You may cancel within 7 days after signing up and a refund will be provided. After the 7 day period you can opt out at any time by contacting us via the opt out page in our website. We will cancel the policy at the end of the most recent payment period. For example if you have paid your latest monthly subscription premium on the 1st January and contact us to cancel on the 15th January, we will set the policy to cancel on the 31st January and collect no further premiums. No refunds will be paid at cancellation.

#### Making an enquiry or complaint

We will always try to be fair and reasonable. If you believe we have not provided you with a satisfactory level of service, please tell us so that we can do our best to resolve the problem. The easiest way to contact us is to email us via our website.

#### Choice of law

English law applies to this subscription. It's written in English and all communication with you will be in English.