

**FONESHIELD PLUS**

**INTRODUCTION**

Foneshield Plus combines Foneshield Insurance against theft of your mobile phone under a policy issued by Albion Insurance Company Limited ("Albion") with Foneshield Response for emergency replacement and repair of your mobile phone

The following pages set out the terms and conditions of your agreement for Foneshield Insurance and of your agreement for Foneshield Response

You can apply for Foneshield Plus through approved vendors. Once you apply for Foneshield Plus, the vendor provisionally accepts your proposal to be covered under the Policy by providing you with a Schedule of Insurance. Albion is not obliged to accept a proposal and will advise you in writing within thirty days from date of your proposal if your proposal is declined. Once you have been accepted for Foneshield Insurance, and provided you meet the conditions set out in this agreement, your agreement for Foneshield Response will automatically come into effect and equally is nullified if your proposal is rejected

Neither the vendor nor any of its staff are able to confirm acceptance of your proposal on behalf of Foneshield Insurance

Please read these terms and conditions before applying for Foneshield Insurance and Foneshield Response

Please retain for your records a copy of the terms and conditions and any application form completed

**FONESHIELD PLUS INSURANCE POLICY**

**DEFINITIONS**

**You/your/insured** – shall mean the person who enjoys the entitlements and benefits offered by this policy. You shall mean the person whose name appears on the Policy Schedule, If the purchaser is a Company you shall include all employees of such Company.

**Period of Insurance** - shall mean the length of time for which this insurance is in force, as shown in the proposal certificate and for which you have paid and we have accepted a premium.

**We/us/our** – shall mean Albion Insurance Company Limited.

**Mobile Phone** – shall mean the Mobile Phone and standard accessories as supplied by manufacturer.

**Proposal** – shall mean the proposal certificate that you completed or had been completed on your behalf when making your application for insurance and following acceptance by us of your application is part of this insurance and contains details of you, the Mobile Phone, the sums insured and the period of Insurance.

**Vendor** – shall mean the vendor who provisionally provided you with the Proposal on our behalf.

**INTRODUCTION**

This insurance policy is arranged through FoneShield UK Limited an FSA authorised and regulated company incorporated in the UK and party to Financial Ombudsmen, and placed with Albion Insurance Company Limited (Albion), a Company incorporated in the Turkish Republic of Northern Cyprus (TRNC). Albion is not regulated in any jurisdiction and is not party to any any compensation scheme. The Financial Services and Markets Act 2000 does not apply to this contract.

Albion are members of the Independent Consumer Arbitration Scheme (ICAS) which is arranged with the Chartered Institute of Arbitrators. If **You** have any claim that cannot be resolved by Albion it can be referred to ICAS. Further details will be provided if appropriate during the claims process.

In consideration of **You** having paid the premium or agreed to pay the premium on the date of inception of this contract

**We** agree to provide the Insurance described in this Policy and Schedule.

The Policy and Schedule should be read together as one contract and the Proposal Form/ Statement of Fact made by **You** is the basis of the contract.

**ABOUT THIS POLICY**

**You** should read the terms and conditions detailed in this policy including how to make a claim. Please read them carefully so that you know what cover is provided and what **You** should do if you need to make a claim.

This Policy and the Schedule are important documents. Please keep them in a safe place where **You** can find them should **You** need to refer to them in the future.

If this insurance does not meet **Your** needs please contact **Your** vendor or FoneShield UK Limited that **You** no longer require cover.

Should **You** need to discuss any aspect of the cover then please contact **Your vendor or FoneShield UK Limited** When providing this insurance **We** have relied on the information and statements which **You** have provided in the Proposal Form/Statement of Fact when applying for this insurance.

**Signed:**

**Date:** As shown on the Policy Schedule



**For and on behalf of Albion Insurance Company Limited**

## SECTION1 - POLICY COVER

What is covered:

- 1.1 The Insurance relates **only** to Theft of **Your Mobile Phone** during the **Period of Insurance** shown in the **Schedule**. It is understood and agreed that **Our** liability shall not exceed the limits of liability expressed in the **Proposal** or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of **Us**.
- 1.2 Cover applies in the following geographical areas:  
Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and trips worldwide but not exceed a period of 30 days in duration.

## SECTION2 - EXCLUSIONS

What is not covered:

- 2.1 Theft covered by any other service agreement or any other insurance in force.
- 2.2 Theft of the Mobile Phone:
  - (a) From any vehicle when such vehicle is left unattended without an occupant.
  - (b) From any property, place or premises other than as a result of violent and forcible entry.
  - (c) Whilst in your possession unless it is taken by actual or threatened force.
- 2.3 Theft of the Mobile Phone whilst on hire, loan or in the possession of any third party.
- 2.4 Theft resulting in the loss of use of the Mobile Phone or consequential loss of any nature including unauthorised calls.
- 2.5 All claims are subject to an administration fee of £ 50 (maximum) to be paid to Foneshield UK Limited.

## SECTION3 - POLICY CONDITIONS

- 3.1 If **Your Mobile Phone** is subject to Theft, **We** will replace **Your Mobile Phone** with an item of the nearest available specification. This item may be a refurbished unit; however, every endeavor will be taken by Foneshield UK Limited to ensure that the unit is physically and technically in perfect condition.
- 3.2 **We** may take legal action against any third party responsible for the Theft of **Your Mobile Phone**.
- 3.3 **Your** application and declaration forms the basis of this Theft Insurance.
- 3.4 **You** must take all reasonable steps to protect **Your Mobile Phone** and minimise **Our** liability.
- 3.5 **Claims** - In the event of theft of **Your Mobile Phone** **You** must within twenty-four hours of discovery notify:
  - (a) **Your** telephone service provider to bar **Your Mobile Phone** from any further use and authorise Foneshield UK Limited to obtain relevant information to process **Your** claim.
  - (b) the Police and obtain a crime reference report/number.
  - (c) FoneShield by calling **0870 068 1120** and quoting the policy number appearing in the Policy schedule.
- 3.6 **We** reserve the right to decline **Your** application to your **Vendor** when it has been vetted post sale.
- 3.7 If **You** make a claim under this policy and **You** know the claim is false or fraudulent in any way, the policy is void and any claim will not be paid.
- 3.5 Cancellation - **We** can cancel this policy by giving you at least 7 days notice by recorded delivery letter to your last known address. If **We** exercise this option **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of the Policy provided there have been no claims made under the policy for which **We** have made payment no claims made under the policy which are still under consideration no incidents likely to give rise to a claim but are yet to be reported to **Us**  
**You** can cancel this policy by giving Foneshield UK Limited notice in writing and returning the schedule. No return of premium will be payable.

## DATA PROTECTION ACT 1998

You should understand that any information you have provided will be processed by **Us** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

## COMPLAINTS

If **You** have any questions or concerns about **Your** insurance or the handling of a claim **You** should, in the first instance, contact Foneshield UK Limited your FSA registered insurance intermediary. Contact details are as follows:  
Foneshield UK, PO Box 51724, London NW1 5ZR. Telephone 0870 068 1120

If **You** are not satisfied with the way a complaint has been dealt with **You** may ask **Us** to review your case without prejudice to **Your** rights in law. Contact details are as follows:

Managing Director  
Albion Insurance Company Ltd  
Sami Akbulut Sokak No.16  
Karaoglanoglu  
Girne  
Mersin 10  
Turkey  
E mail [info@albionins.com](mailto:info@albionins.com) Fax 00 411 355 3582

In all communications the policy number appearing in the Policy Schedule should be quoted.

## **TERMS AND CONDITIONS OF FONESHIELD RESPONSE**

**Foneshield Response is provided by Foneshield UK Limited as detailed in the following Agreement and is available in the United Kingdom only.**

### **DEFINITIONS**

**You/your** – shall mean the person shown in the Foneshield Plus Insurance Policy Schedule.

**Period of Contract** - shall mean the length of time for which this contract is in force, as shown in the Proposal and for which you have paid and we have accepted a premium.

**We/us/our** – shall mean Foneshield UK Limited

**Mobile Phone** – shall mean the Mobile Phone and standard accessories as supplied by manufacturer.

**Vendor** – shall mean the vendor who provided you with the services on our behalf.

### **THE AGREEMENT**

If **Your Mobile Phone** requires repair, Foneshield UK Limited will have **Your Mobile Phone** repaired and provide **You** upon your request with Replacement Equipment whilst **Your Mobile Phone** is being repaired. Please note that whilst **We** will use **Our** best endeavors to provide an emergency replacement and repair service for **Your Mobile Phone**, and **We** have never failed to provide such service in the past, service is provided on a discretionary basis and is subject to availability.

**We** will not repair **Your Mobile Phone** if the failure is covered by the manufacturer's warranty. **We** will however use our best endeavors to provide **You** with a replacement **Mobile Phone** and to facilitate repairs or permanent replacement by the manufacturer.

In the event that **Your** direct debit is not accepted and Foneshield UK Limited has provided service, **You** undertake to reimburse the appropriate costs.

### **STANDBY PHONE**

If **Your Mobile Phone** is capable of voice communication via the cellular phone network, then in the event of us repairing **Your Mobile Phone** **We** will provide you with a loan portable product capable of voice communication (the "Standby Phone") for such time as it takes for **Your Mobile Phone** to be repaired by **Us**, provided **You** bring the Equipment to **Us**. Such Standby Phone may be of a different model, and may not include the same features, functions and data capability as **Your Mobile Phone**.

**We** shall remain the owners of the Standby Phone whilst **You** are using it, and **you** agree to return it to **Us** in good condition and working order within 7 days of **You** being advised that **Your Mobile Phone** is available for collection. If **You** fail to return the Standby Phone **We** shall be entitled to either at **Our** own option charge **You** for it and **You** hereby authorise **Us** to deduct a sum up to £200 in respect of the costs of the Standby Phone or sell **Your** Equipment in order to recover our costs.

Except for the fact that **We** remain owners of the Standby Phone at all times, the terms and conditions of this agreement will apply to such Standby Phones as if the Standby Phone was **Your Mobile Phone** from the time **We** provide it to **You** until **You** return it to **Us**. **You** will be responsible and liable to **Us** for any theft, accidental loss, breakdown or damage to the Standby Phone not covered by this agreement from the time we provide it to **You** until you return it to **Us**.

An administration of £50 (maximum) will be made on each occasion service is provided by Foneshield Response.

### **GENERAL TERMS OF THIS AGREEMENT**

1. Any services which may be made available under Foneshield Response are provided on a purely discretionary basis.
2. Service is subject to availability and available resources and stocks.
3. All requests for maintenance and for a Standby Phone must be made to **Us** using the contact instructions provided by the **Vendor** from time to time. If **You** contact a repairer or other provider of standby phones direct, **You** will have to settle its bill and **We** will be under no obligation to reimburse **You**.
4. Service and/or cover are only available for phones operated in accordance with manufacturer's specifications.
5. Service will be provided a maximum of 3 times in any twelve-month period.
6. For the avoidance of doubt, the following items will not be repaired or replaced under the terms of this agreement: car kits, batteries, chargers, SIM cards, aerials, accessories other than standard accessories supplied by the manufacturer with **Your Mobile Phone**; customisation and personalisation of **Your Mobile Phone**.
7. **You** must comply with all the terms of your purchase from the **Vendor**, including in particular any agreement not to change tariffs within a specified period.

8. If **You** make a claim within the first five months of inception of Foneshield Response you agree to pay immediately the amount due in respect of the balance of the first year of service.
9. **WE** reserve the right to make changes to these Terms and Conditions, on the giving of reasonable notice, where it reasonably considers it necessary to do so in order for the services it supplies to comply with any changes in the law or regulations applicable thereto.
10. **We** will not, in any event, and to the extent permitted by law, have any responsibility for any increased costs or expenses, for any loss of profit, business, contracts, revenue or anticipated savings or for any special, indirect or consequential losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict our liability for negligence resulting in death or personal injury.
11. Failure to enforce or non-reliance on any of these Terms and Conditions by **Us** on a particular occasion or occasions will not prevent us from subsequently relying on or enforcing them.
12. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of its contents.
13. None of the terms and conditions, or benefits, of, or under, your agreement with the **Vendor** are enforceable by any one else. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby excluded.
14. **You** shall take all reasonable precautions to protect the **Mobile Phone** against theft, damage and misuse and shall use and maintain the **Mobile Phone** in accordance with the manufacturers' instructions.
15. If **Your Mobile Phone** is capable of communication via the cellular phone network, you agree to pay all costs and charges associated with the operation of the **Mobile Phone** necessary to keep it fully operational (including without limitation line rental, Prepay vouchers and call costs).
16. No applications for maintenance will be accepted whilst these costs and charges are in arrears. Further, this agreement only covers the **Mobile Phone** whilst it is connected to and contains the SIM card of a network or service provider unless such **Mobile Phone** is being serviced or does not require a SIM card for its operation. Should **You** disconnect the Equipment or change **Your** network or service provider all your entitlements and benefits under this agreement shall cease immediately.
17. Should **We** replace any equipment under this agreement, the original equipment becomes **Our** property. If the original equipment is recovered, **You** must return it to **Us**.
18. **You** must advise **Us** of any changes to the equipment shown on the Foneshield Plus Policy Schedule.
19. **You** must also advise us of any changes to the airtime agreement with the service provider. **Your** benefits under this agreement shall immediately be forfeited upon the happening of any of the following:-
  - (a) **You** sell, transfer ownership or dispose of **Your Mobile Phone** in any way;
  - (b) **You** cancel the air-time contract arranged;
  - (c) **Your Mobile Phone** is modified or altered in any way, or the electronic identity of the equipment is altered; or
  - (d) **You** change **Your Mobile Phone** for any reason other than under a manufacturers' warranty exchange scheme or a Claim under this insurance agreement.
20. These terms and conditions, and any agreement entered into in connection with the same, shall be interpreted in accordance with the English law and subject to the non-exclusive jurisdiction of the English Courts.
22. Non-payment of Fees at the agreed time, for any reason, shall be taken as a request by **You** for cancellation of this agreement, and all benefits and entitlements will cease. **We** will be under no obligation to advise you if payment of any part of the Fees are not received.
22. **You** may cancel this agreement within 14 days of the commencement date shown on **Your** Insurance Schedule without penalty and we will refund any fees you have paid, providing **You** have not made any Claim during the 14 days. Thereafter, subject to condition 9, **You** may cancel this agreement at any time but **We** will not refund any port of fees that **You** have paid.
23. **We** may cancel this agreement at any time by giving 14 days notice to **You** at **Your** last known address. If **We** choose to do so, **We** will calculate the fees for the unexpired Period of Cover to the date of termination and refund the amount of the fees referable to the unexpired Period of Cover.
24. If **Your Mobile Phone** is replaced, either in full or in part, as a result of a Claim **You** have made under this Insurance Agreement, **We** may, at our option, choose not to continue the entitlements and benefits of Foneshield Response. Should **We** decide not to continue the entitlements and benefits, **We** will write to you at your last known address within 30 days of replacement of the **Mobile Phone**. No refunds of any premium **You** have paid will be made in respect of this cancellation.
25. Should we be required to replace your mobile phone you must pay your excess fee within 30 days of being notified of the final status of your claim
26. It should be noted all incidents, within 24 Hours must be reported to the FoneShield UK Limited and further variance of the report will not be accepted
27. It is your responsibility to ensure your replaced Mobile Phone is registered with your network service provider
28. Any examination, alteration, repair, software upload of your Mobile Phone by an unapproved technician nullifies this insurance

### General Information

If **You** have a problem or complaint concerning this agreement **Your Vendor** will be happy to assist **You**. If this does not resolve the matter to **Your** satisfaction you may write to:  
 The Foneshield Plus Manager, Foneshield UK Limited, P.O Box 51724, London NW1 5ZR. Any correspondence should clearly state your name and address and the schedule number.

### Your Personal Data



1. **We** respect **Your** personal information and undertake to comply with applicable Data Protection legislation in place from time to time. If **You** would like **Us** to tell **You** what information we hold about **You**, please write to The Data Controller, Foneshield UK Limited, 152 Marylebone Road, London NW1 5PN. **We** may charge a £10.00 administration fee, please quote **Your** mobile and/or policy number on all requests. **You** can also call Foneshield UK Limited us on 0870 068 1120 to correct or update any inaccurate or incomplete information and to advise **Us** of any preferences **You** may have concerning how **You** can be contacted for marketing purposes.
2. **You** should be aware that if **We** are requested by the police or any regulatory government authority investigating suspected illegal activities to provide **Your** information **We** shall do so.
3. **We** may disclose the third parties aggregated data relating to the Equipment provided that a single individual is not identifiable in such data.

#### **General**

1. If **We** need to send notices to **You** or **You** to need to send notices to **Us** these must be in writing and can be delivered by hand or first class post to the other's address as stated on the Foneshield Plus Policy Schedule and will be deemed to have arrived at their destination 48 hours after posting. References in this agreement to "in writing" also include by SMS, which must be sent to **Your** mobile phone number, and by e-mail, which must be sent to **Us** at the address **We** notify to **You** by e-mail, or to **You** at the address stated in **Your** application form, or given to **Us** during the application process or any other e-mail address that **You** supply to **Us** for the purpose, and notices given by SMS or e-mail shall be deemed to have been delivered the day after the day the notice is sent.
2. **We** may change these terms and conditions at any time to the extent that such changes are to your significant disadvantage or relate to an increase in the fees. **We** will give **You** notice of such changes either:-
  - (a) by writing to **You** at **Your** last known address; and/or
  - (b) by publishing them on our website [www.Foneshield.net](http://www.Foneshield.net).
3. This Contract sets out the entire agreement between **Us** in respect of this agreement supersedes all agreements, understandings and arrangements between **Us**.
4. If **You** break this agreement and **We** choose to overlook it, **We** can still end it if you break this agreement again and vice versa.
5. Third parties cannot benefit from this agreement under The Contracts (Rights of Third Parties) Act 1999.
6. Each of the clauses of this agreement shall be construed separately and independently of each other and the invalidity of any one part shall not affect the validity of any other part.
7. This agreement is governed by the Laws of England and both you and we agree to submit to the exclusive jurisdiction to English Courts.

#### **Useful Contact Numbers and Addresses**

**We** will only be too happy to assist **You** and to answer any questions that **You** may have. Simply dial 0870 068 1120 for the service you require.

Foneshield UK Limited is incorporated with limited liability in England number 4843820 Head Office: Foneshield UK Ltd, PO Box 51724, London NW1 5ZR.