

# Fonesure 400 Annual Terms & Conditions

## Definitions

1. "We/Us/Our" shall mean Fonesure Limited ("Fonesure")
2. "You/Your" shall mean the private individual or company detailed on the policy schedule
3. "Equipment" shall mean the Mobile Phone and its battery and mains charger as specified on the policy schedule including any replacement Equipment provided by or loaned by Us
4. "Unattended" shall mean not within Your sight at all times and/or out of Your arms-length reach

## The Cover

UK Underwriting Ltd on behalf of AXA Insurance UK plc Registered Office: 5 Old Broad Street, London EC2N 1AD Registered in England No. 78950 (the Insurer) will subject to the exclusions and conditions indemnify You by payment or at its option by replacement (with identical Equipment or Equipment of comparable specification up to a maximum retail value of £400) or repair in respect of accidental damage liquid damage or theft of the Equipment occurring during the Period of Insurance

You are limited to one claim during any 12 month Period of Insurance

## Exclusions

The Insurer shall not be liable for

1. theft of the Equipment from any unattended vehicle unless all windows are closed all doors are securely locked all security devices are activated and the Equipment is concealed from view in a locked glove compartment locked boot or locked load area
2. theft of the Equipment from any premises or mode of transport unless involving forcible and violent entry or exit
3. theft of the Equipment from the person of the user unless involving force or the threat thereof
4. theft of the Equipment whilst left Unattended when it is away from Your home
5. repair or replacement arising as a result of negligent use wilful abuse or misuse
6. damage to the battery or aerial or any cosmetic damage
7. the cost of replacing or repairing accessories or costs arising from the use of accessories
8. the cost of routine inspection service adjustment or cleaning
9. any amount recoverable under any guarantee warranty or other insurance
10. loss of the Equipment loss of use or consequential loss of any kind
11. repairs carried out by persons not authorised by Us
12. the policy excess as detailed below
13. the cost of replacing any stored data including but not limited to tunes songs personalised ring tones pictures films or graphics
14. any damage or fault caused by any form of electronic virus
15. breakdown caused by objects or substances not normally associated with the product such as sand or water

## Conditions

1. The schedule and the policy shall be read together as one document and any word or expression to which a specific meaning has been attached shall bear such specific meaning wherever it may appear
2. All reasonable precautions must be taken to prevent damage to or theft of the Equipment
3. Details of any replacement of the Equipment (IMEI) must be advised to Fonesure with proof of purchase in writing or by e-mail to Fonesure (insure@fonesure.com)
4. Cover under this Insurance Policy is subject to the payment of the premium by direct debit /credit card Premiums must be up to date and are non-refundable after the insurance cover has commenced (other than during the cooling off period)
5. This policy will be voidable in the event of fraud non disclosure or alteration of risk
6. Each party is entitled to cancel the insurance at any time giving not less than 30 days notice to the other in writing

## Policy Excess

You will be responsible for the first £25 of any claim increasing to £50 for any subsequent claims

You will be responsible for the first £50 of your first and subsequent claims for 3G handsets

## Claims Procedure

In the event of a claim You must :

- a. advise the police within 24 hours if there has been theft or vandalism and obtain a Crime Reference Number Lost property numbers are not acceptable in support of a claim
- b. advise Fonesure by telephone as soon as possible and in any event within 48 hours on the claims hotline number - 0870 416 3355
- c. provide at Your own expense a completed claim form and all details and evidence as may be reasonably required within 30 days of receipt
- d. notify the appropriate air time provider within 12 hours of discovery  
Orange 07973 100150 T-Mobile 08454 125000  
Vodafone 07002 191191 0-2 08705 860860  
3 08707 330333

UK Underwriting Ltd are an agent of the Insurer and in claims matters act on behalf of the Insurer

## Territorial Limits

Great Britain Northern Ireland Isle of Man The Channel Islands or the Republic of Ireland and up to 60 days during any one calendar year elsewhere in the World.

## Compensation Scheme

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme if they cannot meet their obligations This depends on the type of business and the circumstances of the claim Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim You can get more information about compensation scheme arrangements from the FSCS Fonesure AXA Insurance UK plc and UK Underwriting Ltd are authorised and regulated by the Financial Services Authority This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234

## Period of Insurance

This insurance commences at the time of purchase for a period of twelve months and will continue to be renewed annually up to a maximum of 60 months in all upon receipt of Your annual premium

## Cooling off period

You may cancel this policy within 14 days of receiving it by contacting Us at the address shown in this policy Provided no claim has been made a full refund of premium paid by You will be given

## Complaints Procedure

It is the intention to give you the best possible service but if you do have any questions or concerns about this Insurance or the handling of a claim you should in the first instance contact the Scheme Administrator The contact details are:

Scheme Administrator Fonesure Limited  
Suite 7 Chalkwell Lawns 648-656 London Road Westcliff on Sea Essex SS0 9HR  
Tel (0870) 416 3353 Fax (0870) 416 3354 Email enquiries@fonesure.com

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response

In the event you remain dissatisfied and wish to make a complaint you can do so by contacting the following:

The Claims Manager UK Underwriting Ltd  
2 Gibraltar House Bowcliffe Road Leeds LS10 1HB

If it is not possible to reach an agreement you have the right to make an appeal to the Financial Ombudsman Service This also applies if you are insured in a business capacity but have a group annual turnover of less than £1 million or are a charity with an annual income of less than £1 million or are a trustee of a trust with a net asset value of less than £1 million You may contact the Financial Ombudsman Service at

Financial Ombudsman Service  
South Quay Plaza 183 Marsh Wall Docklands London E14 9SR  
Tel; 0845 080 1800 This does not affect your statutory rights

## Law applicable to the contract

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary English law will apply

## Data Protection

The data supplied by You will be used by Us for the purposes of processing Your policy of insurance including underwriting administration and handling any claim which may arise The data supplied may also be used by Fonesure or any group company to contact You from time to time in order to notify You of other goods and services that We offer If You do not consent to such use of Your personal data please email Us at [enquiries@fonesure.com](mailto:enquiries@fonesure.com)

As part of our service we will enter your mobile phone and insurance details into the Immobilise Database For more information on this service please go to [www.immobilise.com](http://www.immobilise.com)

It is important that the data You have supplied is kept up to date You should therefore notify us promptly of any changes You are entitled upon payment of an administration fee (currently £10) to inspect the personal data which we are holding about You If You wish to make such an inspection You should contact: Fonesure Limited Suite 7 Chalkwell Lawns 648-656 London Road Westcliff-on-Sea Essex SS0 9HR

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations Where it is necessary to administer Your policy effectively or to protect Your interests we may disclose the data You have supplied to other third parties such as solicitors loss adjusters motor garages engineers repairers replacement companies other insurers etc

We may exchange information with third parties for the purposes of fraud protection and credit risk reduction We may transfer our databases containing Your personal information if we sell Our business or part of it

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