

## **Introducing Clone Phone Fully Loaded**

Whether your mobile device has been lost, stolen or damaged, or it simply decides to stop working, with Clone Phone Fully Loaded you can have the reassurance that we'll get you back in touch with your business contacts, friends and family - fast.

For total peace-of-mind, you're covered both at home and abroad, and we'll aim to get a replacement device out to you within 24 hours if your claim is accepted before 7.30pm. Geographical restrictions apply, excludes bank holidays and exceptional circumstances (e.g. adverse weather conditions).

For incidents outside of the UK, a replacement will be dispatched when you return to the UK.

Clone Phone Fully Loaded is available with all new pay-monthly mobile phone and mobile broadband plans from Orange, T-Mobile or EE.

The purchase of Clone Phone Fully Loaded is not a requirement of purchasing your mobile device.

As a Clone Phone Fully Loaded customer, if you're downloading or using the Clone Phone app on a compatible device, there will be additional legal information that will automatically apply to you. You can find these in the app or by visiting:

[www.ee.co.uk/terms](http://www.ee.co.uk/terms) or [www.ee.co.uk/business/terms](http://www.ee.co.uk/business/terms)

## **Important Information about Clone Phone Fully Loaded**

This is a summary of the benefits and the significant or unusual exclusions included in your Clone Phone Fully Loaded agreement. A full copy of the terms and conditions can be found at the end of this document and we strongly encourage you to read through them carefully. If you don't meet the terms and conditions, your claim could be rejected.

You should review this cover periodically to ensure that it remains suitable for your needs.

You can only purchase Clone Phone Fully Loaded if you are 18 years of age or over and live permanently in the United Kingdom.

The mobile device must be registered in your name and connected by a SIM card to a pay-monthly Orange, T-Mobile or EE Service Plan to be eligible for cover unless the mobile device is a SIM free device purchased as part of a bundle with a mobile device from us or one of our suppliers. The mobile device may be used by you or an authorised user (someone using the mobile device with your permission).

The SIM card that connects your mobile device to your Orange, T-Mobile or EE Service Plan must be in the mobile device at all times unless the mobile device is a SIM free device purchased as part of a bundle with a mobile device from us or one of our suppliers. However, a claim will be considered if the SIM card has been removed temporarily for a legitimate reason.

Your cover will start from the date stated on your confirmation of cover.

Clone Phone Fully Loaded has an initial minimum period of three months from the start date of your agreement. If you cancel your agreement during this term you will need to pay any outstanding payments due for the remainder of this period

You may change the mobile device registered under Clone Phone Fully Loaded if you upgrade or change your mobile device. Please contact us immediately on your Customer Services number if you wish to do this, otherwise you may not be covered. Your mobile device must have been provided by Orange, T-Mobile, EE or one of our suppliers.

Only one mobile device can be covered at any one time under Clone Phone Fully Loaded. If you have more than one mobile device you wish to be covered, a separate Clone Phone Fully Loaded agreement will be needed for each one.

If your mobile device has the functionality, we encourage you to activate the mobile device location feature to help you recover your mobile device if it lost or stolen. This may also enable you to Lock and Wipe the data stored on your mobile device. Please speak to us if you need any assistance with this.

## What's covered?

Clone Phone Fully Loaded will give you worldwide cover on your mobile device if it is:

lost	Your mobile device is accidentally lost in circumstances that do not involve theft and you are unable to recover it
stolen	Your mobile device is taken unlawfully, from you, an authorised user, or anyone using or storing Your mobile device
damaged	Your mobile device stops working normally because of accidental damage

### Plus

- Warranty cover against electrical or mechanical breakdown for 36 months, provided by EE Limited.

The period of the warranty will be unaffected if we replace your mobile device. The 36 months will continue to run from the date this Clone Phone Fully Loaded agreement first came in to force.

## What's not covered?

You will not be covered for:

- Loss, theft or damage if your mobile device is being used by someone without the permission of you or an authorised user.
- Theft of your mobile device if you or an authorised user knowingly leaves it on display and out of your view.
- Theft where you left the mobile device in a building or premises and there is no evidence of damage caused by forced entry or exit.
- Any costs arising from unauthorised use of your mobile device after it was lost or stolen, such as phone calls, downloads, apps and text messages.
- Any theft claim you do not report to the police and for which you do not obtain a crime reference number.
- Any claim where the Orange, T-Mobile or EE SIM card registered under this agreement was not inserted into the SIM card holder in your mobile device at the time of the Incident. This will not apply where you have removed the SIM card temporarily for a legitimate reason.
- The excess for each successful claim that you make.

Please see the "what's not covered" section in the terms and conditions.

## What's the cost?

The monthly cost of Clone Phone fully Loaded will depend on the make, model and type of your mobile device and it will be detailed on your confirmation of cover. The cost includes any taxes or additional charges which may apply.

Clone Phone Fully Loaded is subject to a minimum period of three months. If you cancel your agreement during this term you will need to pay any outstanding payments due for the remainder of this period.

After the minimum three month term Clone Phone Fully Loaded will continue for up to a maximum of 57 months until the earliest of one of the events listed in "When Clone Phone Fully Loaded ends" in your terms and conditions. The monthly cost will be added to your service plan account.

## Getting in touch

Whether it's registering a claim or updating your agreement details, for all your Clone Phone Fully Loaded needs please call the relevant customer service number shown in the table below:

	Type of customer	From your Orange, T-Mobile or EE phone	From any other phone
Customers with an Orange Talk Plan	Consumer	150	07973 100 150
	Small business	345	07973 100 345
Customers with a T-Mobile Talk Plan	Consumer	150	0845 412 5000
	Small business	150	0845 412 2222
Customers with an EE Talk Plan	Consumer	150	07953 966 250
	Small business	150	07953 966 250

## How to make a claim

Follow the step by step instructions below

Search	Where possible, make contact with the owner or management of the last known location of your mobile device to see if it has been handed in as lost property.
Report	<p>Report any theft to the police (or local police if outside of the UK at the time of the Incident) as soon as possible and obtain a crime reference number and police station details.</p> <p>We encourage you to report the theft within 30 days</p>
Protect	If your mobile device has the functionality, activate the mobile device location feature to assist you in retrieving your mobile device. This may also enable you to Lock and Wipe the data stored on your mobile device. Please speak to us if you need any assistance with this.
Register	<p>Register the claim with us as soon as possible by calling your customer service number.</p> <p>We encourage you to report your claim within 30 days to reduce the time you are without your mobile device and for theft or loss claims to limit the risk of any unauthorised use being charged to your account.</p> <p><b>Don't forget: You should report the loss or theft of your mobile device to EE as soon as possible to limit unauthorised use as this is not covered under this agreement.</b></p> <p>To help us deal with your claim as quickly as possible please have the following information to hand when you call:</p> <ul style="list-style-type: none"> <li>• IMEI Number (you can find this on the box your mobile device came in)</li> <li>• The make and model of your mobile device</li> <li>• Crime reference number and the name of the police station it was reported to (as applicable)</li> <li>• Time and date of the incident</li> </ul>

## If your claim is accepted

You will need to pay an excess for each successful claim you make. The value of the excess will depend on the monthly cost of your Clone Phone Fully Loaded:

<b>Cost of Clone Phone Fully Loaded</b>	<b>Excess Value</b>
£6	£15
£8 / £10	£25
£14	£50

Any replacement device will, wherever possible, be of the same or similar specification to your original mobile device, but may be an alternative operating system, make or model. This decision will be made at our discretion but we will always discuss the alternative device with you. The replacement will be from refurbished stock that has been tested and is fully functional.

Replacement devices will only be sent to an address within the United Kingdom. Certain high value devices will only be sent to the billing address.

## Cancelling Clone Phone Fully Loaded

You have the right to cancel Clone Phone Fully Loaded within 14 calendar days of the receipt of your confirmation of cover and terms and conditions. If you have not made a claim we will refund any payments you have made on a pro-rata basis.

After the initial 14 days you cannot cancel Clone Phone Fully Loaded until after the minimum three month term has ended. If you wish to cancel within this term, you will be required to pay any monthly cost for the remainder of the minimum term.

After the 3 month minimum term has ended EE and the Insurer can cancel your agreement by giving you 30 days written notice by post to your last known address, or an email to the email address you have provided.

## What to do if you need to make a complaint

We aim to get it right, first time, every time. If we do make a mistake we will try to put it right as soon as we can. If you wish to make a complaint, please call us on your Customer Service Number or alternatively you can write to: Clone Phone Fully Loaded, Customer Relations, PO Box 98, Blyth, NE24 9DL.

We will always acknowledge receipt of your complaint within five working days or sooner, and do our best to resolve the problem within four weeks. If we cannot, we will let you know when an answer may be expected.

If we have not sorted out the situation within eight weeks, we will provide you with information about the Financial Ombudsman Service.

Using the insurer's complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

## FSCS

If the insurer is unable to meet their liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100.

## Who's who throughout this Important Information Document

**EE Limited** provides the warranty element of Clone Phone Fully Loaded **and** is referred to as 'we', 'us' or 'our' or 'EE'. Registered in England No 02382161. Registered office: Trident Place, Mosquito Way, Hatfield, Hertfordshire AL10 9BW.

**Allianz Insurance plc** is the insurance provider ('the insurer').

**Lifestyle Services Group Limited** is 'the administrator' who handles your claim or complaint.

**You** ('you', 'your') is the person who has purchased the agreement and who is the owner of or responsible for the mobile device.

## **Other important information you need to know**

### **Which law applies**

This agreement shall be governed by and construed in accordance with English law and the Parties submit to the non-exclusive jurisdiction of the English Courts.

### **Data Protection**

The details you supply will be stored by EE, Lifestyle Services Group Limited (LSG) and Allianz Insurance plc to administer your insurance cover.

You are advised that any telephone calls made to EE and/or LSG may be recorded. These recordings may be used to monitor the accuracy of information provided by you and our staff. They may also be used to allow additional training to be provided or to prove that our procedures comply with legal requirements.



## Notice of Variation – Summary of changes to insurance terms and conditions effective 01 November 2013.

Please Note: If **You** purchased Clone Phone Fully Loaded after 2<sup>nd</sup> September 2013, the changes outlined in this document have already been included in **Your** terms and conditions.

Allianz Insurance plc has made a number of changes to the terms and conditions of the insurance cover included in Clone Phone Fully Loaded. A revised copy of the terms and conditions is attached and **We** suggest **You** read it through. The sections of the **Agreement** affected and a summary of the significant changes are set out below.

Some words in this document have the same special meaning used in the full terms and conditions. These words appear in bold and begin with a capital letter.

### General changes

Clone Phone Fully Loaded is a package made up of insurance provided by Allianz Insurance plc and a warranty provided by EE Limited. As the contract is an agreement with both companies the word **Agreement** has replaced policy or contract in these terms and conditions.

### Changes to Important Information section

The Changes to this section are:

- In the second bullet point, the words “material fact” have been replaced with “complete and accurate information” to describe information **You** provide to **Us** over the telephone, in a claim form or other documentation.
- In the fourth bullet point the words “by a SIM card” have been added to describe how **Your** device is connected to **Your** service plan.
- The fifth bullet has been amended to state that the SIM card that connects **Your** device to the network should be in the device at all times. However, a claim will be considered if the **SIM** card has been removed temporarily for a legitimate reason.
- The seventh bullet has been amended to explain that the **Mobile Device** registered to Clone Phone Fully Loaded can be changed during the **Period of Cover**.

### Changes to the Status Disclosure section

The FCA registration details and the registered office details of Allianz Insurance plc and Lifestyle Services Group have been moved to the section “**Insurer** and Regulator details”

### Changes to the Words with special meanings section

- The words “and **You** are unable to recover it” have been added to the explanation of **Loss**;
- The explanation of “**We, Us** and **Our**” now includes **EE** and has been amended to refer to EE Limited – the new company name of Everything Everywhere;
- The explanation for **Period of Cover** has been changed to clarify that the cover ends at the earliest of one of the events listed in “When does Clone Phone Fully Loaded End?”

- An explanation for the words **Theft** and **Stolen** has been added. The explanation extends the cover to include situations where **Your Mobile Device** is being used or stored by someone with **Your** permission.

### Changes to the What's covered section

The explanations of the terms **Lost**, **Stolen** and **Damaged** have been added for ease of reference. Cover is extended to include situations where **Your Mobile Device** is **Stolen** while it is being used or stored by someone with **Your** permission

### Changes to the What's not covered section

One exclusion (9) has been replaced, some others have been amended, renumbered or deleted. These are explained below:

No	Type of change	The change
1	Amended	This exclusion has been amended so that it does not apply if <b>Your Mobile Device</b> is being used or stored by someone with <b>Your</b> permission.
3	Amended	The timescales for reporting a claim have been removed and this exclusion has been amended to exclude claims for <b>Theft</b> if <b>You</b> do not report this to the police and for which <b>You</b> do not obtain a crime reference number.
4	Amended	This exclusion has been amended and does not apply where <b>You</b> have removed the SIM card temporarily for a legitimate reason.
9	Deleted and replaced by 8 & 9	<b>8. Theft</b> claims will be excluded where <b>Your Mobile Device</b> is knowingly left on display and out of <b>Your</b> view.
		<b>9. Theft</b> claims will be excluded where you leave <b>Your Mobile Device</b> in a building or property and there is no evidence of damage caused by force to the property.
10	Renumbered	This exclusion was previously No 9
16	Amended	This exclusion will not apply if cosmetic damage prevents <b>Your Mobile Device</b> from working
21	Amended	Excludes a claim where <b>Your</b> service plan is not paid up to date.
3 & 11	Deleted	The requirement to report claims to the police within 24 hours and to <b>Us</b> within 7 days of the incident.

### Changes to the How to make a claim section

The table in this section setting out the timescales for reporting a **Loss** or **Theft** to the police and reporting a claim to **EE** has been deleted and replaced with guidance on the steps **You** should take when **You** need to make a claim.

### Changes to the Right of Recovery section

This section has been renamed and amended to make it clearer that the **Insurer** has the right to recover any **Mobile Device** replaced as the result of a successful insurance claim for **Loss** or **Theft**.

### **Changes to the How to change the Mobile Device on cover section**

This section has been renamed and amended to explain what **You** need to do to change the **Mobile Device** on cover and how the terms of this **Agreement** will apply to the new device.

### **Changes to the What's the cost? section**

The terms in this section have been amended to explain how the first monthly payment is calculated and to explain the insurance cover will continue for a period of 57 months after the initial three month minimum period unless it is cancelled earlier by **You** or the **Insurer**. See "When does Clone Phone Fully Loaded End?"

### **Changes to the Fraud Section**

The terms in this section have been amended to explain that **EE** will access data from other insurers and financial businesses in order to detect potential fraudulent claims

### **Changes to the Cancelling Clone Phone Fully Loaded section**

The terms in this section have been revised to make it clear that **EE** and the **Insurer** cannot cancel the **Agreement** in the initial three month minimum term period. The terms also explain what **You** need to do if **You** want to cancel **Your** Clone Phone Fully Loaded **Agreement**.

### **Changes to the Insurer and Financial Services Authority details section**

This section has been renamed as: **Insurer** and Regulator details  
The regulated status of Allianz Insurance plc, Lifestyle Services Group and **EE** has been amended and **EE's** new company name has been added.

## Clone Phone Fully Loaded Terms & Conditions

### Welcome to Clone Phone Fully Loaded

At EE We value Our customers, which is why We have put together Clone Phone Fully Loaded, a package of benefits to protect Your Mobile Device, just in case the unexpected happens.

This document, the Confirmation of Cover and any Notice of Variation must be read together as they form the basis of Your contract with Us. Please keep both documents together in a safe place for future reference.

**Terms and conditions apply to the insurance and the warranty, these are set out below.**

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For all Your Clone Phone Fully Loaded queries and to make a claim, please use the following numbers:

	Type of customer	From Your Orange, T-Mobile or EE phone	From any other phone
Orange	Consumer	150	07973 100 150
	Small business	345	07973 100 345
T-Mobile	Consumer	150	0845 412 5000
	Small business	150	0845 412 2222
EE	Consumer	150	07953 966 250
	Small business	150	07953 966 250

## The Insurance and Warranty

These are Your Clone Phone Fully Loaded terms and conditions and together with the Confirmation of Cover and any Notice of Variation, form Your Agreement with Us and the Insurer. In return for the payment shown on Your Confirmation of Cover the Insurer will insure Your Mobile Device and We will provide warranty cover for Your Mobile Device under the terms and conditions of this Agreement for an Incident during the Period of Cover.

Copies of this document are available in Braille, audio and large print on request.

## Important information

- You can only purchase Clone Phone Fully Loaded if You are 18 years of age or over and live permanently in the United Kingdom.

- It is Your responsibility to provide complete and accurate information to us when You take out Your Agreement and throughout the life of Your Agreement. It is important that You ensure all statements You make over the telephone, on Claim forms and other documents are full and accurate. Please note if You fail to provide complete and accurate information to Us, this could invalidate Your insurance cover and could mean that part or all of a Claim may not be paid.
- Clone Phone Fully Loaded is subject to a minimum period of three months. If You cancel Your Agreement during this term You will need to pay any outstanding payments due for the remainder of this period.
- The Mobile Device must be registered in Your name and connected by a SIM card to a pay-monthly Orange, T-Mobile or EE Service Plan to be eligible for cover, unless the Mobile Device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of Our suppliers. The Mobile Device may be used by You or an Authorised User.
- The SIM card that connects Your Mobile Device to Your Orange, T-Mobile or EE Service Plan must be in the Mobile Device at all times, unless the Mobile Device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of Our suppliers. However, a claim will be considered if the SIM card has been removed temporarily for a legitimate reason.
- Your cover will start from the date stated on Your Confirmation of Cover.
- You may change the Mobile Device registered under Clone Phone Fully Loaded during the Period of Cover. Please refer to the section “How to change the Mobile Device on cover” for further details.
- Where You have Clone Phone Fully Loaded for more than one Mobile Device, each Mobile Device is subject to a separate Agreement with the Insurer and Us. You cannot claim for the same Mobile Device under two separate Clone Phone Fully Loaded Agreements.
- You should review this Agreement from time to time to ensure the insurance and the warranty it provides remain suitable for Your needs.

## Status disclosure

The sale of Clone Phone Fully Loaded by EE Limited is not regulated by the Financial Conduct Authority. You are still entitled to the rights and services provided by the Financial Ombudsman Service and the Financial Services Compensation Scheme (FSCS).

## Words with special meanings

Some of the words in this Agreement have specific meanings. These are explained below and have the same meaning wherever they appear throughout this Agreement.

Agreement	These Clone Phone Fully Loaded terms and conditions between You, the Insurer and Us.
Authorised User	A person authorised by You to use the Mobile Device.
Confirmation of Cover	A document headed 'Confirmation of Cover' that is sent to You after Your purchase of Clone Phone Fully Loaded.
Damage	The sudden and unexpected failure of Your Mobile Device, caused accidentally, that prevents Your Mobile Device from meeting its designed function.
Electrical or Mechanical Breakdown	The failure of Your Mobile Device due to any permanent mechanical or electrical defect requiring replacement or repair before normal operation can be resumed.
Excess	The amount payable by You for each successful claim. The amount will vary depending on the monthly cost of Your Clone Phone Fully Loaded. The amount of the Excess can be found in the section "Conditions when making a claim".
IMEI Number	International Mobile Equipment Identity number. The serial number that uniquely identifies Your Mobile Device. You can find this by typing in *#06# into the keypad of Your Mobile Device (phones only).
Incident	An event or a series of events which result in Damage to, or the Loss or Theft of, Your Mobile Device, resulting in a claim for

	repair or replacement.
Insurer	Allianz Insurance plc.
Loss, Lost	The disappearance of Your Mobile Device in circumstances that do not involve Theft and You are unable to recover it.
Mobile Device	The device (e.g. mobile phone, USB modem, tablet, etc.), in use on Your Orange, T-Mobile or EE Service Plan, including the device and where provided: SIM Card, charger and battery supplied with the device in the box. The Mobile Device must be the latest Mobile Device provided to You by Us or one of Our suppliers or, the Mobile Device that You have notified and registered with Us and We have accepted. Mobile Device includes a SIM free device (e.g. tablet) when purchased as part of a bundle with a device.
Orange, T-Mobile or EE Service Plan	A bundle of airtime and supplementary services offered by Us to You at agreed charges.
Period of Cover	A period beginning on the Start Date shown on Your Confirmation of Cover and ending at the earliest of one of the events listed in the section "When does Clone Phone Fully Loaded end?"
Start Date	The Start Date shown on Your Confirmation of Cover.
Theft, Stolen	Your Mobile Device being taken unlawfully from You, an Authorised User or anyone using or storing Your Mobile Device with the permission of You or an Authorised User.
Unauthorised Use	Any usage (i.e. calls, downloads, text messages) of Your Mobile Device by another person made without Your permission following the Theft or Loss of Your Mobile Device.
United Kingdom/UK	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
Warranty Period	A period of 36 months commencing on the Start Date.
We, Us, Our, EE	EE Limited



You, Your	The person named on the Confirmation of Cover.
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### What's covered

The Insurer will provide worldwide cover for You for the repair or replacement of Your Mobile Device being used by You or an Authorised User during the Period of Cover if it is:

<b>Lost</b>	The disappearance of Your Mobile Device in circumstances that do not involve Theft and You are unable to recover it.
<b>Stolen</b>	Your Mobile Device being taken unlawfully from You, an Authorised User or anyone using or storing Your Mobile Device with the permission of You or an Authorised User.
<b>Damaged</b>	The sudden and unexpected failure of Your Mobile Device caused accidentally that prevents Your Mobile Device from meeting its designed function.

EE will also provide worldwide warranty cover for a maximum of 36 months for the repair or replacement of Your Mobile Device if it suffers from Electrical or Mechanical Breakdown, whether being used by You or the Authorised User.

The Warranty Period will be unaffected if We replace Your Mobile Device and will continue to apply from the Start Date of this Agreement The Excess may not be payable on a warranty claim in the first six months after the purchase or upgrade of a new Mobile Device registered to this Agreement.

### What's not covered

You will not be covered for:

1. Loss, Theft or Damage as a result of Your Mobile Device being used by someone else other than You, an Authorised User or anyone using or storing Your Mobile Device with the permission of You or an Authorised User.
2. Any costs arising from Unauthorised Use of Your Mobile Device after it was Lost or Stolen.
3. Any claim for Theft that You do not report to the police and for which You do not obtain a valid crime reference number.

4. Any claim where the SIM card linked to an Orange, T-Mobile or EE Service Plan was not inserted into the SIM card holder in Your Mobile Device at the time of the Incident. This exclusion will not apply where You have removed the SIM card temporarily for a legitimate reason, or where the Mobile Device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of Our suppliers.
5. The Excess for each successful claim that You make.
6. Deliberate Damage to the Mobile Device by You or an Authorised User or under the instruction of You or an Authorised User.
7. Loss, Theft or Damage to any accessories or other devices which are not included in the explanation of a Mobile Device (see “words with special meaning”).
8. Theft where Your Mobile Device is knowingly left on display and outside the view of You, an Authorised User or anyone using or storing Your Mobile Device with the permission of You or an Authorised User.
9. Theft where Your Mobile Device was left in a building or other property, unless force resulting in Damage to the building or premises was used to gain entry or exit.
10. Any claim where You are unable to provide proof of purchase of the Mobile Device from Us or one of Our suppliers.
11. Damage caused by any form of portable external storage media including, but not limited to, memory cards, USB memory sticks or other digital recording equipment.
12. Electrical Breakdown of a Mobile Device caused by a removable battery that is older than 6 months.
13. Wear and tear, rusting or other deterioration due to normal use or exposure or climatic conditions, or where You have failed to follow the manufacturer’s instructions for the Mobile Device.
14. Any software or data installed on Your Mobile Device, such as telephone numbers, ringtones, music, pictures, applications or videos, or Damage caused as a result of a virus, or Damage caused by the installation of software or applications, or any costs incurred by You during reinstallation.
15. Malfunction caused by the routine servicing, inspection, maintenance, dismantling or cleaning of Your Mobile Device, or if repairs have been carried out by persons not authorised by Us or the Insurer.

16. Cosmetic Damage whether internal or external unless it impairs Your usage of the Mobile Device.
17. Any costs suffered by You as a result of not being able to use Your Mobile Device, or any costs other than the repair or replacement cost of Your Mobile Device.
18. Any claim relating to the confiscation or detention of Your Mobile Device by any government body or recognised authority, including but not limited to the police or HM Revenue & Customs.
19. Any labour or other charges incurred where a fault cannot be found with Your Mobile Device.
20. Any costs or Damage caused to Your Mobile Device by war, invasion, revolution or any similar event.
21. Any claim where Your Orange, T-Mobile or EE Service Plan is not paid and up to date in accordance with the terms and conditions of the service plan.

## How to make a claim

Follow the step by step instructions below to report a claim and read the next section “Conditions when making a claim”:

Search	Where possible, make contact with the owner or management of the last known location of Your Mobile Device to see if it has been handed in as lost property.
Report	Report any Theft to the police (or local police if outside of the UK at the time of the Incident) as soon as possible and obtain a crime reference number and police station details. We encourage You to report the Theft within 30 days.
Protect	If Your Mobile Device has the functionality, activate the Mobile Device location feature to assist You in retrieving Your Mobile Device. This may also enable You to Lock and Wipe the data stored on Your Mobile Device. Please speak to Us if You need any assistance with this.
Register	<p>Register the claim with Us as soon as possible by calling Your Customer Service Number. We encourage You to report Your claim within 30 days to reduce the time You are without Your Mobile Device.</p> <p><b>Don't forget: You should report the Loss or Theft of Your Mobile Device to EE as soon as possible to limit Unauthorised Use as this is not covered under this Agreement.</b></p> <p>To help Us deal with Your claim as quickly as possible please have the following information to hand when You call:</p> <ul style="list-style-type: none"> <li>• IMEI Number (You can find this on the box Your Mobile Device came in)</li> <li>• The make and model of Your Mobile Device</li> <li>• Crime reference number and the name of the police station it was reported to (as applicable)</li> <li>• Time and date of the Incident</li> </ul>

### Conditions when making a claim

We may ask for documentation to support Your claim including, but not limited to, proof of purchase and evidence of violent or forcible entry (where appropriate). If You do not provide the documentation requested, We may decline Your claim.

An Excess will be charged for each successful claim You make. The amount will depend on the cost of Your monthly Clone Phone Fully Loaded:

<b>Cost of Clone Phone Fully Loaded</b>	<b>Excess Value</b>
£6	£15
£8 / £10	£25
£14	£50

Where applicable, the Excess will either be added to Your Orange, T-Mobile or EE Service Plan and included in Your next month's bill or taken by card payment when You make the claim. We'll advise You of the method of payment at the time of claim.

If You have a SIM free Mobile Device, You will be required to pay the Excess at point of claim.

If Your Mobile Device is Lost, Stolen or Damaged abroad, Your replacement will only be sent to an address within the United Kingdom. Certain High Value Devices (e.g. some iPhones and tablets) may only be sent to the billing address, We will confirm this with You at the time of the claim.

Your policy includes the cost of delivering a replacement to You. However, it does not include the cost of failed deliveries, for example, where delivery is aborted because:

- You are not available to accept the replacement at a pre-agreed time and place, or
- You fail to notify Us that Your Mobile Device reported Lost or Stolen has been recovered.

We reserve the right to charge You for subsequent deliveries.

If You make a claim that We think may be dishonest, We will refuse to settle it. If We settle Your claim but later discover it to be dishonest, We will take action to recover the costs of dealing with Your claim including the cost of the replacement Mobile Device.

If You receive a replacement because Your Mobile Device is considered to be beyond economic repair, the Insurer may take possession of Your Mobile Device. At Our discretion We may, on behalf of the Insurer, request to examine Your Damaged Mobile Device before a replacement is issued. If You receive a replacement device as a result of an accidental Damage claim the Damaged device must be returned to us.

As the Insurer's claim handling agents, all repairs to or replacement of Your Mobile Device will be at Our discretion. If Your Mobile Device is Damaged We will, at Our option, repair the Damage or replace Your Mobile Device on behalf of the Insurer. The Mobile Device will remain Your responsibility until We have received it. If the Mobile Device is Lost during delivery to Us, then You will still be liable for the cost of the Mobile Device. We recommend that You send the Mobile Device by secure means.

Any replacement will, wherever possible, be of the same or similar specification as Your original Mobile Device, but may be an alternative operating system, make or model. This decision will be made at Our discretion but We will always discuss the alternative device with You. The replacement will be from refurbished stock that has been tested and is fully functional.

Where only part(s) of Your Mobile Device have been Damaged, Lost or Stolen, We reserve the right to only replace the Damaged, Lost or Stolen part(s). There is no entitlement to have Your claim settled by payment of money.

### **Insurers Right of Recovery**

The Insurer has the right to recover a Mobile Device replaced as the result of a successful claim.

If Your Mobile Device is replaced as the result of a successful claim for Loss or Theft of a Mobile Device and You later find or recover the Mobile Device, You must return it to Us at: EE Claims Department, Emerald Buildings, Westmere Drive, Crewe, Cheshire, CW1 6UN.

Alternatively You can contact Us on Your customer number to discuss further options.

If We discover You remain in possession of the Mobile Device after a successful claim for Loss or Theft and You have not attempted to return it to Us, We will make attempts to recover it from You on behalf of the Insurer.

### Changing the Mobile Device on cover under this Agreement

If You purchase a new Mobile Device and want to transfer cover, please contact us immediately on Your Customer Number below:

	Type of customer	From Your Orange, T-Mobile or EE phone	From any other phone
Customers with an Orange Talk Plan	Consumer	150	07973 100 150
	Small business	345	07973 100 345
Customers with a T-Mobile Talk Plan	Consumer	150	0845 412 5000
	Small business	150	0845 412 2222
Customers with an EE Talk Plan	Consumer	150	07953 966 250
	Small business	150	07953 966 250

- If You do not contact Us Your new Mobile Device will not be covered.
- The Mobile Device must have been provided by either Orange, T-Mobile or EE, or one of Our suppliers for the terms of this Agreement to apply to the new Mobile Device.
- Only one Mobile Device can be covered at any one time under Clone Phone Fully Loaded. If You have more than one Mobile Device that You wish to be covered, a separate Clone Phone Fully Loaded Agreement will be needed for each Mobile Device.
- It is Your responsibility to ensure the insurance and warranty provided by this Agreement continues to meet Your needs.

**Can Your Agreement change?**

The Insurer can review and change the monthly payment or the terms and conditions of this Agreement. You will be given at least 30 days' notice in writing to Your last known address, via a bill message, through Your online account or via the email address You provided to Us. EE can change the terms and conditions of the Warranty by giving You at least 30 days notice in writing to Your last known address, via a bill message, through your online account or via Your email address that You provided to Us. You have the right to refuse any such changes and cancel Clone Phone Fully Loaded if You wish.

The circumstances that may give rise to a change in the monthly payment or to the terms and conditions of the insurance or the warranty include: significant adverse claims experience, significant increase in EE or the Insurer's operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates.

**What's the cost?**

The price will depend on the make, model and type of Your Mobile Device and can be found on Your Confirmation of Cover. The cost includes any taxes or additional charges which may apply.

Your first monthly payment will cover the number of days from the Start Date until the end of the first billing period and the end of the next bill period.

After the minimum three month term Clone Phone Fully Loaded will continue for up to 57 months or until the earliest of one of the events listed in "When Your Clone Phone Fully Loaded ends" The monthly payment will be added to the bill for Your service plan account.



## **Fraud**

If You or anyone acting on Your behalf makes any false or fraudulent claim or supports a claim by providing false or fraudulent documentation, device or statements, this policy shall be void and You will forfeit all rights under Clone Phone Fully Loaded and all cover will cease. In such circumstances, the Insurer retains the right to keep any monthly payments and to recover any sums paid by way of benefit under Clone Phone Fully Loaded. We may also share Your information with fraud prevention agencies to help combat fraud. EE also reserves the right to withdraw any services or Agreements that You may hold with them.

If We receive a claim under Clone Phone Fully Loaded We will access data from other insurers and other financial businesses. We may ask You or the Authorised User to give written consent, during the claims process, to obtain specified information and material from the police and to exchange information and material with them. The purpose of these measures is to help Us verify claims and to guard against fraud. If You or the Authorised User gives such consent You or the Authorised User will be given the opportunity to receive a copy of the information and material the police release to the Insurer. Should You or the Authorised User decline to give such consent the Insurer may in turn decline to settle the claim without the required information and material. We will not normally release information or material about the Authorised User to You without their consent.

## **When Your Clone Phone Fully Loaded ends**

This Agreement will end automatically at the earliest of the following:

- You no longer live permanently in the UK;
- You no longer own the Mobile Device or disconnect it from the Orange, T-Mobile or EE network;
- You, EE or the Insurer cancel the Agreement;
- At the end of the 60th month after the Start Date shown on Your Confirmation of Cover;
- If You switch from a pay monthly service plan to a pay as You go service plan.

## **Cancelling Clone Phone Fully Loaded**

You have the right to cancel Clone Phone Fully Loaded within 14 calendar days of receipt of Your Confirmation of Cover and terms and conditions. If You have not made a claim We will refund any payments You have made on a pro-rata basis.

If You have made a claim during this period, We will refund any payments You have made on a pro-rata basis for the Period of Cover used.

After the initial 14 days You cannot cancel Clone Phone Fully Loaded until after the three month minimum term has ended. If You wish to cancel within this term, You will be required to pay any monthly payments due for the remainder of the minimum term.

If You decide to cancel call Your Customer Service Number or write to Us at: Care Compliance Team, EE Limited, Senhouse Road, Darlington DL1 4YQ quoting Your EE mobile phone number shown on Your Confirmation of Cover.

After the three month minimum term, EE and the Insurer can cancel Your Agreement by giving You 30 days written notice by post to Your last known address or an email to the email address You have provided to Us.

The circumstances that may give rise to the cancellation of Your Agreement are: significant adverse claims experience, significant increase in EE or the Insurer's operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates.

Additionally, if You provide Us with fraudulent or inaccurate information, We and the Insurer may terminate immediately. We will not refund any payments made.

## **Which law applies?**

This Agreement shall be governed by and construed in accordance with laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

## **What to do if You need to make a complaint**

We aim to get it right, first time, every time. If We do make a mistake We will try to put it right as soon as We can. If You wish to make a complaint, please call Us on Your Customer Service Number or alternatively You can write to: Clone Phone Fully Loaded, Customer Relations, PO Box 98, Blyth, NE24 9DL.

We will always acknowledge receipt of Your complaint within five working days or sooner and do Our best to resolve the problem within four weeks. If We cannot, We will let You know when an answer may be expected.

If We have not sorted out the situation within eight weeks, We will provide You with information about the Financial Ombudsman Service.

Using the Insurer's complaints procedure or referral to the Financial Ombudsman Service does not affect Your legal rights.

## **Financial Services Compensation Scheme**

If the Insurer is unable to meet their liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100.

## **Data Protection**

The details You supply will be stored by EE, Lifestyle Services Group Limited (LSG) and the Insurer to administer Your Agreement. Your personal details may be transferred outside of the EEA. They will be held securely and handled with the utmost care at all times and in accordance with all principles of English law. The Insurer may exchange Your details with other Insurers through various databases to help the Insurer check information provided and also to prevent fraudulent claims. Your details will not be kept for longer than necessary.

You are advised that any telephone calls made to EE and/or Lifestyle Services Group may be recorded. These recordings may be used to monitor the accuracy of information provided by You and Our staff. They may also be used to allow additional training to be provided to staff or to prove that Our procedures comply with legal requirements.

**Insurer and Regulator details**

Allianz Insurance plc - The Insurer.  
Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB,  
United Kingdom. Allianz Insurance plc is authorised by the  
Prudential Regulation Authority and regulated by the Financial  
Conduct Authority and the Prudential Regulation Authority.  
Financial Services Register No. 121849.

Lifestyle Services Group Limited – The administrator.  
Registered in England No.5114385. Registered Office: Osprey  
House, Ore Close, Lymedale Business Park, NEWCASTLE-  
UNDER- LYME, Staffordshire ST5 9QD. Authorised and regulated  
by the Financial Conduct Authority, Financial Services Register No.  
315245.

The warranty element of this Agreement is not insurance and  
is provided by EE Limited: Registered in England No  
02382161. Registered office: Trident Place, Mosquito Way,  
Hatfield, Hertfordshire, AL10 9BW