

# Mobile Protection Plan

## Terms and Conditions



### Definitions of words and phrases used in our terms & conditions

#### **Accidental Damage**

Damage caused to mobile handset due to a specific incident and/or external impact which prevents it from working properly, other than as a result of Malicious Damage or deliberate damage caused by you, or damage arising out of your negligent behaviour.

#### **Accidental Loss/Lost**

Where you have accidentally or unintentionally left your equipment in any location and it has then disappeared and you are permanently deprived of its use. Or your handset is in a known location, but you are not reasonably able to ever retrieve it.

#### **Claim**

A request by you for any of the entitlements and benefits under your Mobile Protection Plan.

#### **Damage/Damaged**

Accidental Damage and Malicious Damage.

#### **Handset / Mobile Phone**

The insured mobile phone identified via the International Mobile Equipment Identity number (IMEI), where the device contains your registered SIM card.

#### **Excess**

The amount payable by you towards each successful Claim.

#### **Malicious Damage**

Damage deliberately caused to your handset by someone other than you.

#### **Period of Cover**

The minimum Period of Cover is 12 months. Your policy will be renewed automatically after 12 months on a 90 day rolling basis unless you cancel it in writing.

#### **Premium**

The amount you agree to pay us in return for the entitlements and benefits of the plan.

#### **Proof of Purchase**

This refers to an original receipt and any other documentation required to prove your mobile phone was purchased as new by you from us, ADSI or a UK VAT registered company. This must show the date of purchase, make, model, IMEI/Serial number of your handset.

#### **Reasonable precautions**

All measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss, damage or theft of your handset.

#### **Replacement Handset/Mobile Phone/Equipment**

Replacement item that may be new, re-furbished, re-manufactured or re-packaged by a repair centre approved by us.

#### **Theft or Stolen**

A known or unknown person taking your handset without your permission with the intention of permanently depriving you of it.

#### **Unattended**

Not within your sight at all times and out of your arms-length reach.

#### **You/Your**

This refers to the customer whose name appears on the Mobile Protection Plan application form and any person authorised by that customer to use your handset

## INTRODUCTION

The ADSI Mobile Protection Plan provides you with cover for your mobile phone, subject to the terms, conditions, and limitations shown below or as amended in writing by us.

The Plan entitles you to repair or replacement of your mobile phone once the damaged/broken item and all the paperwork has been received. Wherever possible the replacement handset will be a model of the same or similar specification, taking into account the age and condition of the original handset.

Premiums are due monthly and are only in force if the monthly premium continues to be paid. The minimum term of the Mobile Protection Plan is 24 months. Your policy will be renewed automatically after 24 months on a rolling 90 day basis unless you cancel it in writing giving 30 days' notice.

#### **General Conditions**

Any/all handset(s) on the Plan must have been bought as new from us, ADSI, or a UK VAT registered company, such as a high street store, or official online retailer. Handsets must be less than 3 months old and purchased as new, unless formally agreed by ADSI. If you've had a warranty replacement in the past from your manufacturer, check that it is a new replacement and not a refurbished one. All Proofs of Purchase must include the make, model and serial number of the handset and must be in your (the Plan holders) name. In the first 30 days from the start of your policy you will not be able to file a claim. This is part of our fraud-detering exclusion period.

This Mobile Protection Plan may only be altered, varied or its conditions altered or premium changed by one of our authorized officials, giving you 30 days' notice in writing. We reserve the right to terminate the Plan without notice. In the event of any claim you are responsible for the payment of any outstanding premium. You cannot transfer the Mobile Protection Plan to someone else or to any other handset without our written permission.

You must take all reasonable precautions to prevent any loss or damage.

We will supply you with a Tempered Glass Protector to fit the majority of iPhones which must be used in conjunction with this Protection Plan.

Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

In the event of a claim you must provide us with any receipts, documents or proof of purchase or any documentation that it is reasonable for us to request to process the claim.

In the event of a valid claim resulting in the replacement of the handset this Plan will automatically cover the replacement handset.

#### **What you are covered for;**

##### **Theft**

If your mobile is stolen we will replace it with a model of the same or similar specification. The theft must be reported to the appropriate authority and a crime reference given for the incident before any claim can be processed.

##### **Loss**

If your mobile is lost and the circumstances of the loss are clearly identified i.e. you are able to confirm time and place of loss, and you have taken appropriate steps in order to re-cover or find the handset, we will replace it. The Loss must be reported to the appropriate authority if applicable and a crime reference given for the incident before any claim can be processed

##### **Breakdown**

If your mobile breaks due to an electrical or mechanical fault outside the manufacturers guarantee period, we will repair it for you, or replace it if it is unrepairable. The exceptions are; if the breakdown is due to wear and tear or deterioration of performance the handset, if a repair has been carried out unauthorized by us and if loss/breakdown is due to manufacturers defect or recall of the handset. See full details in 'what is not covered'.

##### **Accidental damage**

If your mobile has been damaged as a result of an accident, we will repair it for you, or replace if un-repairable. The exceptions are; if the damage has been caused by negligence or deliberate damaging, damage during routine servicing, inspection, maintenance, cleaning or cosmetic tampering. See full details in 'what is not covered'.

##### **Screen & Liquid Damage**

If your handset is damaged as a result of dropping it in liquid, we will replace or repair it for you, unless the damage has been caused maliciously, negligently or by unauthorized individuals.

##### **Technical Support**

Our Mobile Protection Plan also gives you access to Technical Support from one of our experts. Technical support can cover handset setup, general device settings, advice & assistance with technical issues. It will not include Network issues, faults or those covered under the Manufacturer's warranty. You are entitled to the number of Technical Support incidents as indicated on the Plan taken. Technical Support is only available during normal working hours, and can be contacted by phone, email or writing. We aim to respond within 48 hours.

#### **Your Mobile Protection Plan does not cover:**

- a. Any loss or theft of your handset deliberately left away from your person, unless reasonable precautions were taken to protect it.
- b. Theft from any commercial vehicle, convertible or soft top vehicle, or from any motor vehicle where you or someone acting on your behalf is not in the vehicle, unless the handset has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated. A copy of the repairer's account for such damage must be supplied with any claim.
- c. Theft from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit; a copy of the repairer's account for such damage must be supplied with any claim.
- d. Theft from your control or the control of any member of your immediate family, except where it has been concealed either on or about the person and not left unattended, or the use of physical force or violence against the person has been used or threatened;
- e. Theft where the handset has been left unattended when it is away from your home
- f. Theft where reasonable precautions have not been taken
- g. Any Loss or Theft Claim where the handset does not contain your registered SIM card at the time of incident giving rise to the Claim, unless temporarily removed for a legitimate purpose.
- h. Any incident giving rise to a Claim involving Accidental Loss, Theft or Malicious Damage that is not reported to us within 48 hours of discovery (other than where extenuating circumstances prevent you from doing so).
- i. Any incident giving rise to a Claim involving Theft or Malicious Damage that you do not provide us with a crime reference number for within 48 hours of discovery (other than where extenuating circumstances prevent you from doing so).
- j. Any claim for screen damage where the Tempered Glass Protector supplied with the Plan has not been applied.
- k. Cost of repair or replacement where the handset is covered by the relevant manufacturer's guarantee or warranty.
- l. Any costs for calls, texts or data downloads made after your handset was Lost or Stolen.
- m. Loss of data or software or costs of replacing any personalised ring tones, graphics, downloaded material or applications.
- n. Any indirect loss or damage resulting from the event which caused the claim.
- o. Any liability of whatsoever nature arising from ownership or use of the handset, including any illness or injury resulting from it.
- p. Confiscation by any government or public authority.
- q. Any damage or costs incurred in your handset being routinely serviced, inspected, adjusted or cleaned.

- r. Damage to your handset resulting from alterations, maintenance including cleaning and restoring, repairs, faulty or defective design, and any cosmetic damage or alteration.
- s. Any costs for repairing or replacing aerials, batteries or chargers where these items are the only part of your handset Accidentally Lost, Stolen or Damaged.
- t. Damage caused by repairs carried out by persons not authorised by us.
- u. Any Damage, Accidental Loss or Theft as a consequence of;
  - War Risk - war, invasion, act of foreign enemy, hostilities, civil war, terrorism, rebellion, revolution or military or usurped power.
  - Nuclear Risk - ionizing radiation or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assemblies or component thereof.
  - Sonic Boom - directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- v. Normal wear and tear or deterioration, depreciation, rusting or oxidation, atmospheric or climatic conditions of your handset.
- w. In the event that you make a claim, an excess fee for each handset, each claim, applies which must be paid to us before your claim can be processed & settled. The amount of excess per handset is indicated in the Plan taken.
- x. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 30 days of the inception date of the policy.
- y. A Claim previously unsuccessful under this policy.
- z. Any Claim where you are not a resident of the UK at the time of the incident giving rise to the Claim

### **Duty of Care**

You should take reasonable precautions to protect your handset against Accidental Loss, Theft and Damage and use and maintain it in accordance with the manufacturer's instructions. This includes being aware of the risks that could result in you having to Claim on your Protection Plan and trying to protect your handset from these risks.

### **Information Provided**

You must take reasonable care to ensure that the information provided to us when you take out the Protection Plan and throughout its duration is complete and accurate. Please note that if you fail to answer a question in full, or fail to provide the requested information to us, this could invalidate your cover and could mean that part or all of your Claim may not be settled.

### **Deception, Fraud and Illegal Use**

Your Mobile Protection Plan is void at our discretion in the event of misrepresentation, deception or non-disclosure.

If you make a fraudulent Claim, your entitlements and benefits under the Plan will be forfeited and information may be forwarded to the police, government or other regulatory bodies. Your Plan is also void in the event that your handset/device is used wholly or partly in the course of, or to facilitate a criminal activity.

### **Age and residence**

You must be at least 18 years of age at time of your mobile protection plan and a UK resident.

### **If you need to Claim**

What are entitled to;

### **Damage, Theft or Accidental Loss**

If your handset is Damaged, Accidentally Lost or Stolen, in return for paying your premiums we will, subject to the terms, conditions and exclusions below will at our discretion either:

1. Repair your handset
2. Replace your handset with a product of the same or of similar specification as determined by us.

### **Where you are covered**

You are protected against Damage, Accidental Loss or Theft anywhere in the world.

### **Excess**

In the event of a successful Claim there is an Excess payable for each handset, upon each Claim. This amount will need to be paid so we can proceed with your Claim and either arrange a replacement handset or have your device repaired.

### **How to claim**

To make a claim please contact ADSI on 01268 495555 within 48 hours of any incident likely to give rise to a claim under this Protection Plan.

In brief, you must;

- Report the theft or loss to your Network provider within 24 hours and blacklist your handset
- Report the theft or loss to the Police within 48 hours and obtain a crime reference number
- Provide us with details of the claim and details of any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance.
- If your handset is damaged or broken you will be advised to send us the device immediately.
- Return a completed Claim Form to us within 48 hours of receipt of it.

In order to process your claim you will need to provide the following information;

- Make and Model of your handset
- IMEI number
- Proof of purchase Details of incident with date & time
- Crime reference number, if applicable
- Completed Claim Form

To help us improve our service we may record or monitor telephone calls.

If we replace your handset the damaged or lost item becomes ours. If it is returned or found you must notify us and send it to us if we ask you to.

We will process your claim under the terms and conditions of this Protection Plan based on the first reason notified to us for the Claim. If your Claim is not covered and you then submit a claim having changed the reason we consider this as fraud.

#### **Theft**

Where your handset has been stolen, you must request a bar on the mobile from your network provider, in most cases, during working hours we can do this for you. The incident must be reported to the Police and you must obtain a crime reference number which we will need to process your Claim.

#### **Accidental Loss**

Where your handset has been Accidentally Lost, you must firstly request a bar on the mobile from your network provider, in most cases, during working hours we can do this for you. If you have lost the handset you must contact the relevant authority (where possible) to obtain a loss reference number which we may require to process your claim. If this is not applicable you must take all the necessary steps to find and recover the handset so that we can process your claim.

#### **Accidental /Screen / Liquid Damage**

Where your handset has been Damaged you must notify us within 48 hours of the damage occurring. The handset must be sent into us so we may process your claim. Prior to sending the device in, please ensure that all personal blocks are removed; this includes any personal pin locks or operator specific security system blocks. Failure to do so will result in the Claim being delayed and/or your damaged handset being repaired and returned to you.

#### **Replacement Equipment**

If you make a successful Claim, we will provide you with a replacement handset. Wherever possible we will replace the device with a model of the same or of a similar specification as determined by us - this might be a different colour or model from a different manufacturer.

#### **Settling your Claim**

If your handset is damaged and we have decided to repair rather than replace, we will be responsible for repair and delivery costs back to you only. You may incur a delivery and administration charge if you are not able to take delivery at the arranged time and place you agreed.

If you are not satisfied with your replacement handset and you return it to us and we cannot find any fault with the replacement device, you shall be liable to us for any additional collection, assessment and/or delivery costs incurred as a result of returning and/or redelivering your replacement device.

#### **Damaged/Accidentally Lost/Stolen Equipment**

If we replace your handset the originals become our property. Should the Lost/Stolen handset be found or returned to you after a successful Claim, you are required to arrange for it to be returned to us. We will provide instructions for returning your original handset at the time of reporting your Claim. If you fail to return the original device to us you may be charged for the cost of the replacement handset.

#### **Replacement Delivery Address**

If your Claim is accepted, we will deliver your replacement or repaired handset to a UK address only.

#### **Network Airtime Agreement**

You are responsible for all costs associated with keeping your mobile phone fully operational including line rental, data and call costs.

#### **Cancellation**

If you decide not to proceed with your Mobile Protection Plan you have 14 days from receipt of plan documents in which to cancel it. After this, your plan cannot be cancelled within the 24 month contract period. If you wish to cancel after the 24 months, you must do so giving 30 days written notice. Non-payment of the Premium will result in your account being suspended with no ability to make a Claim. We may at our discretion reinstate your cover upon the payment of any outstanding Premium within two months of the original payment date. In the event that the Premium is not fully paid for two consecutive monthly payments your policy will be cancelled and all benefits will end immediately. We're under no obligation to tell you if we haven't received payment. In the event of us changing the terms of your policy, you will always have the right to cancel before the changes become effective.

#### **Changes to terms and conditions**

We may alter the terms and conditions of your Mobile Protection Plan at any time, including but not limited to the Premium, Excess charges, Claims processes or cancellation rights for future Periods of Cover giving you no less than 30 days' notice via email or letter using contact details held on our database or any alternative communication method accessible to us. We reserve the right to terminate the Plan at any time.

#### **Complaints**

It is the intention to give you the best possible service but if you do have any questions or concerns about this Mobile Protection Plan or the handling of a claim you should in the first instance contact ADSI at;

#### **ADSI**

Alexander House, Christy Court, Basildon, Essex, SS15 6TL

Tel 01268 495555

Fax 01268 495511

Email [mpp@adsi.co.uk](mailto:mpp@adsi.co.uk)