CLONE PHONE FULLY LOADED
TERMS AND CONDITIONS
(CONSUMER AND SMALL BUSINESS)
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 ee.co.uk/terms/

Whether Your Mobile Device has been lost, stolen, damaged or it decides to stop working, with Clone Phone Fully Loaded You can have the reassurance that we'll get a replacement device out to You within 24 hours - if Your claim is accepted before 7.30pm. Geographical restrictions apply and excludes bank holidays and exceptional circumstances.

**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 from Orange, T-Mobile or EE, part of the EE company

The purchase of Clone Phone Fully Loaded is not a requirement of purchasing Your Mobile Device.

1. **Important Information Document**

This is a summary only and only details significant or unusual exclusions and does not contain the full terms and conditions of Your Clone Phone Fully Loaded policy. If You don't meet these conditions, or any other condition in the full terms and conditions, Your claim could be rejected so it's very important that You make sure You've read and understood them. Full terms and conditions can be found in the policy document.

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 to a pay-monthly Orange, T-Mobile or EE Service Plan to be eligible for cover. The Mobile Device may be used by You or an Authorised User. The SIM card for Your Orange, T-Mobile or EE Service Plan must be inserted into the SIM card area of the Mobile Device at the time of an Incident for it to be covered by Clone Phone Fully Loaded, unless the device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of Our suppliers.

Your cover will start from the date stated on Your Confirmation of Cover.

You can change the device registered under Clone Phone Fully Loaded if You upgrade or change Your 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 Device can be covered at 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.

If Your Mobile Device has the functionality, We encourage You to activate the Mobile Device location feature to assist You in retrieving Your Mobile Device if it lost or stolen. This will 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.

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

1.1. **What's covered**

Clone Phone Fully Loaded will give you worldwide cover on Your Mobile Device (e.g. mobile phone) purchased from Orange, T-Mobile or EE against:
• Loss
• Theft
• Damage

Plus

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

The Warranty period will be unaffected if We replace Your Mobile Device. The 36 months will continue to run from the date Clone Phone Fully Loaded first came into force.

1.2. What’s not covered

You will not be covered for:

• Loss, theft or damage to Your Mobile Device if it was not on Your person or the Authorised User’s person at the time of the Incident, unless the Mobile Device was securely locked away and kept out of sight. Proof of forced entry may be required to support Your claim.

• 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 claim that You do not report to the relevant parties within the required timescales – see ‘how to make a claim’ for details

• Any claim where the Orange, T-Mobile or EE SIM card registered under this Agreement was not inserted into the relevant SIM card area of Your Mobile Device at the time of the Incident, unless the device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of Our suppliers

• The excess for each successful claim that You make

Please see the “what’s not covered” section in your policy document for the full list of exclusions and conditions.

1.3. What’s the cost

The price of Clone Phone Fully Loaded will depend on the make, model and type of Your Mobile Device. Your sales rep will confirm the cost of the policy at the time of the sale 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 policy 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 automatically renew every month for up to a maximum of five years unless You tell Us You no longer want Clone Phone Fully Loaded earlier than the end of the five year period. The monthly payment will be added to Your airtime bill.

1.4. Getting in touch

Whether it’s registering a claim or updating Your policy details, for all Your Clone Phone Fully Loaded needs please call the relevant customer service number shown in the table below:
15. How to make a claim

Follow the step by step instructions below to report a claim:

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<tr>
<td>Theft and Malicious Damage</td>
</tr>
<tr>
<td>All other claims</td>
</tr>
</tbody>
</table>

Upon discovery of an incident You or the Authorised User must:

Register the claim with Us by calling Your Customer Service Number.

For loss and theft claims, We recommend that You call Us as soon as possible to limit the risk of any further unauthorised use being charged to Your account.

Outside of the UK

Don’t worry if You or the Authorised User are outside of the UK at the time of the Incident, contact Us to register Your claim within:

- 7 days of return to the UK
- within 30 days of discovery in any event

Report any theft or malicious damage to the Police (or local Police if abroad at the time of discovery) and obtain a crime reference number and Police station details.

If Your Mobile Device has the functionality, We ask You activate the Mobile Device location feature to assist You in retrieving Your Mobile Device. This will 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.

16. 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:

<table>
<thead>
<tr>
<th>Cost of Clone Phone Fully Loaded</th>
<th>Excess Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>£6</td>
<td>£15</td>
</tr>
<tr>
<td>£8/£10</td>
<td>£25</td>
</tr>
<tr>
<td>£14</td>
<td>£50</td>
</tr>
</tbody>
</table>
Any replacement product 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.

Replacement products will only be sent to an address within the United Kingdom. Certain High Value Devices will only be sent to the billing address.

1.7. 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. If You have not made a claim We will refund any payments You have made on a pro-rata basis, however You may be required to pay for any replacements You have received.

After the initial 14 days, You can cancel Clone Phone Fully Loaded at any time after the minimum three month term which applies from the start date of Your policy. If You wish to cancel within this minimum term, You will be required to pay any monthly payments due for the remainder of this period.

If You do not want to receive Clone Phone Fully Loaded after the minimum three month term period, You must let Us know before the end of the period. If You have already paid the premium for the fourth month before the minimum three month term has expired, this will be refunded on a pro rata basis on Your next available bill.

1.8. 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, 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.

1.9. 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, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100.

1.10. Who’s who throughout this Important Information Document

**EE Ltd:** who in this booklet is referred to as ‘We’, ‘Us’ or ‘Our’. Registered in England No 02382161. Registered office: Hatfield Business Park, Hatfield, Hertfordshire AL10 9BW, provide the Warranty element of this Agreement.

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

**Lifestyle Services Group Limited** is ‘the administrator’ who handles your claim.

You (‘you’, ‘your’) are the policyholder, who has purchased the policy and who is the owner of or responsible for the Mobile Device.
1.11. Other important information You need to know

a. 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.

b. Data protection

The details You supply will be stored by Orange/T-Mobile, EE Lifestyle Services Group Limited (LSG) and the insurer to administer Your insurance cover.

You are advised that any telephone calls made to EE and/or LSG 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.

2. Policy Document

2.1. 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 and the Confirmation of Cover 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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<td>Data Protection</td>
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<tr>
<td>Insurer and FSA details</td>
<td></td>
</tr>
</tbody>
</table>
2.2. The Insurance and Warranty

These are Your Clone Phone Fully Loaded terms and conditions and together with the Confirmation of Cover, form Your Agreement with Us and the Insurer. In return for the payment of Your premium, 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.

2.3. 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 policy and throughout the life of Your policy. 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 that if You fail to disclose any material 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 policy 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 to a pay-monthly Orange, T-Mobile or EE Service Plan to be eligible for cover. The Mobile Device may be used by You or an Authorised User. The SIM card for your Orange, T-Mobile or EE Service Plan must be inserted into the SIM card area of the Mobile Device at the time of claim for it to be covered by Clone Phone Fully Loaded, unless the device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of Our suppliers.

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 at a later date. 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 cover periodically to ensure that it remains suitable for Your needs.

2.4. Status disclosure

If you have purchased this cover from EE Limited:

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

Cover has been arranged for EE Limited by Lifestyle Services Group Limited (FRN 315245), the administrator who handles Your claim, with Allianz Insurance Plc (FRN 121849) as the single insurance provider.

If you have purchased this cover from Lifestyle Services Group Limited:

This cover has been sold by Lifestyle Services Group Limited (FRN 315245) on a regulated basis. LSG arrange and Administer Clone Phone Fully Loaded with a single provider, Allianz Insurance Plc (FRN 121849). LSG and Allianz are authorised and regulated by the Financial Services Authority.

2.5. 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.

<table>
<thead>
<tr>
<th>Agreement</th>
<th>These Clone Phone Fully Loaded terms and conditions between You, the Insurer and Us.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorised User</td>
<td>A person authorised by You to use the Mobile Device.</td>
</tr>
<tr>
<td>Confirmation of Cover</td>
<td>A document headed 'Confirmation of Cover’ that is sent to You after Your purchase of Clone Phone Fully Loaded. Along with the terms and conditions, this document forms part of Your contract with the Insurer and EE.</td>
</tr>
<tr>
<td>Damage</td>
<td>The sudden and unexpected failure of Your Mobile Device caused by accidental damage or malicious damage that prevents Your Mobile Device from meeting its designed function.</td>
</tr>
<tr>
<td>Excess</td>
<td>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”.</td>
</tr>
<tr>
<td>IMEI Number</td>
<td>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).</td>
</tr>
<tr>
<td>Incident</td>
<td>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.</td>
</tr>
<tr>
<td>Insurer</td>
<td>Allianz Insurance plc.</td>
</tr>
<tr>
<td>Loss</td>
<td>The disappearance of Your Mobile Device in circumstances that do not involve theft and its whereabouts remain unknown.</td>
</tr>
<tr>
<td>Electrical or Mechanical Breakdown</td>
<td>The failure of Your Mobile Device due to any permanent mechanical or electrical defect requiring replacement or repair before normal operation can be resumed.</td>
</tr>
<tr>
<td>Mobile Device</td>
<td>The device (e.g. mobile phone ), 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.</td>
</tr>
</tbody>
</table>
2.6. What’s covered

The Insurer will provide worldwide cover for You for the repair or replacement of Your Mobile Device if it is:

- Lost
- Stolen
- Damaged

Whether being used by You or the Authorised User.

We 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 date Clone Phone Fully Loaded first came into force. The Excess may not be payable on warranty claims where the Mobile Device is less than 6 months old from the date it was purchased or upgraded at the time of a claim.

2.7. What’s not covered

You will not be covered for:

- Loss, theft or Damage as a result of Your Mobile Device being used by someone else other than You or an Authorised User.
- Any costs arising from Unauthorised Use of Your Mobile Device after it was lost or stolen.
- Any claim that You do not report to the relevant parties within the required timescales – see ‘how to make a claim’ for details.
- Any claim where the Orange, T-Mobile or EE SIM card registered under this Agreement was not inserted into the relevant SIM card area of Your Mobile Device at the time of the Incident, unless the device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of Our suppliers.
- The Excess for each successful claim that You make.
• Any Mobile Device not registered with an Orange, T-Mobile or EE Service Plan at the time of the Incident, unless the device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of Our suppliers.

• Deliberate Damage to the Mobile Device by You or an Authorised User or under the instructions of You or an Authorised User.

• Loss, theft or Damage to any accessories or other devices which are not defined as a Mobile Device (see “words with special meaning”).

• Loss, theft or Damage to Your Mobile Device where the Mobile Device was not on Your person or the Authorised User’s person at the time of the Incident, unless the Mobile Device was securely locked away and the device or item containing/covering the device is kept out of sight. Proof of forced entry may be required to support Your claim.

• Any claim where you are unable to provide proof of purchase of the Mobile Device from Us or one of Our suppliers.

• Any Incident involving theft or malicious damage that results in a claim for Your Mobile Device and You do not report it to the Police within 7 days of discovery.

• 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.

• Electrical Breakdown of a Mobile Device caused by a removable battery that is older than 6 months.

• Wear and tear, rusting or other deterioration due to normal use or exposure or climatic conditions, or where the You have failed to follow the manufacturer’s instructions for the Mobile Device 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.

• 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.

• Cosmetic Damage whether internal or external.

• 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.

• 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.

• Any labour or other charges incurred where a fault cannot be found with Your Mobile Device.

• Any costs or Damage caused to Your Mobile Device by war, invasion, revolution or any similar event.

• Any claim where Your account with Us is not paid up to date in accordance with the Orange, T-Mobile or EE Network Terms or other applicable Agreement.
2.8. How to make a claim

Follow the step by step instructions below to report a claim:

<table>
<thead>
<tr>
<th>Incident type and claim timeframes</th>
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<tbody>
<tr>
<td><strong>Upon discovery of an Incident You or the Authorised User must:</strong></td>
</tr>
<tr>
<td>Theft and Malicious Damage</td>
</tr>
<tr>
<td>Register the claim with Us by calling Your Customer Service Number.</td>
</tr>
<tr>
<td>For Loss and theft claims, We recommend that You call Us as soon as possible to limit the risk of any further Unauthorised Use being charged to Your account.</td>
</tr>
<tr>
<td>Outside of the UK</td>
</tr>
<tr>
<td>Don’t worry if You or the Authorised User are outside of the UK at the time of the Incident, contact Us to register Your claim within:</td>
</tr>
<tr>
<td>Report any theft or malicious Damage to the Police (or local Police if abroad at the time of discovery) and obtain a crime reference number and Police station details.</td>
</tr>
</tbody>
</table>

If Your Mobile Device has the functionality, We ask You activate the Mobile Device location feature to assist You in retrieving Your Mobile Device. This will 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.

To help Us deal with Your claim as quickly as possible please have the following to hand when You call:

- IMEI Number (You can find this on the box Your Mobile Device came in)
- The make and model of Your Mobile Device
- Crime reference number and the name of the Police station it was reported to (as applicable)
- Time and date of the Incident

If You do not have all of the above information please still call Us to register Your claim and limit the risk of Unauthorised Use being charged to Your account.

Please also refer to the section “Conditions when making a claim” below.

2.9. 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:
Cost of Clone Phone Fully Loaded | Excess Value
--- | ---
£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 months 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.

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 or malicious 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.

2.10. Recovery of items claimed for

If You successfully claim for loss or theft of a Mobile Device and You subsequently recover the Mobile Device, You must return it to Us at:

Emerald Buildings, Westmere Drive, Crewe, Cheshire, CW1 6UN

Alternatively You can contact Us on Your customer number to discuss further options.
If we discover that You are in possession of the Mobile Device and you have not attempted to return it to Us, We will make attempts to recover it from You on behalf of the insurer.

2.11. How to change the Mobile Device on cover

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

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<tr>
<th>Type of customer</th>
<th>From Your mobile phone</th>
<th>From any other phone</th>
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</thead>
<tbody>
<tr>
<td>Orange Consumers</td>
<td>150</td>
<td>07973 100 150</td>
</tr>
<tr>
<td>Orange Small business</td>
<td>345</td>
<td>07973 100 345</td>
</tr>
<tr>
<td>T-Mobile Consumer</td>
<td>150</td>
<td>0845 412 5000</td>
</tr>
<tr>
<td>T-Mobile Small business</td>
<td>150</td>
<td>0845 412 2222</td>
</tr>
<tr>
<td>Customers with a EE Talk Plan Consumer</td>
<td>150</td>
<td>07953 966 250</td>
</tr>
<tr>
<td>Customers with a EE Talk Plan Small business</td>
<td>150</td>
<td>07953 966 250</td>
</tr>
</tbody>
</table>

Device. Please contact Us immediately on Your Customer Services number if You wish to do this, otherwise You may not be covered. The Mobile Device must have been provided by either Orange, T-Mobile or EE, or one of Our suppliers. Only one Device can be covered at 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 that this Agreement continues to meet Your needs.

2.12. Can Your Agreement change?

The Insurer can review and change the premium, or change the terms and conditions of the insurance cover 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. 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 will 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 premium or to the terms and conditions of the insurance or the Warranty include: significant adverse claims experience, significant increase in the Insurer's operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates.

2.13. What's the cost?

The price will depend on the make, model and type of Your Mobile Device. Your sales rep will confirm the cost of the policy at the time of the sale and it will be detailed on Your Confirmation of Cover. The cost includes any taxes or additional charges which may apply.

Your first monthly payment will cover the period from the Start Date of Clone Phone Fully Loaded (detailed on Your Confirmation of Cover) to Your first bill date.

After the minimum three month term Clone Phone Fully Loaded will automatically renew every month for up to a maximum of five years unless You tell Us You no longer want Clone Phone Fully Loaded earlier than the end of the five year period. The monthly payment will be added to Your airtime bill.
2.14. 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 FullyLoaded 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.

2.15. 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, Us 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

2.16. 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, however You may be required to pay for any replacement You have received.

After the initial 14 days, You can cancel Clone Phone Fully Loaded at any time after the minimum three month term which applies from the start date of Your policy. If You wish to cancel within this minimum term, You will be required to pay any monthly payments due for the remainder of this period.

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

We and the Insurer may cancel Your Agreement by providing You with 30 days notice by sending a registered letter to You at Your last known address or an email to the email address You have provided to Us. Additionally, if You provide Us with fraudulent or inaccurate information, or for any other valid reason such as a significantly adverse claims experience which increase the Insurer’s operating costs then We and the Insurer may terminate immediately. Any refund will be at Our discretion. This may also result in Your other Insurance and Warranty products being terminated with immediate effect.
2.17. 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.

2.18. 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, 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.

2.19. 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, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100.

2.20. 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.

2.21. Insurer and FSA details


The authorisation can be confirmed by the FSA by calling 0300 500 5000 or at www.fsa.gov.uk/register/

The Warranty element and of this Agreement is not insurance and is provided by EE Ltd: Registered in England No 02382161. Registered office: Hatfield Business Park, Hatfield, Hertfordshire AL10 9BW,