



Card Protection

Terms and conditions

Card Protection is provided by Card Protection Plan Ltd acting as agents for the insurer
ACE European Group Ltd



Your Terms & Conditions

Please keep these in a safe place

This policy sets out the cover that the insurer will provide in return for your premium during the period of insurance. It also sets out all the conditions, limits of liability and exclusions that apply to your cover.

Your policy is provided by Card Protection Plan Limited (CPP) acting as agents for the insurer, ACE European Group Limited. The insurer pays CPP the commission in connection with your policy. All premiums paid in respect of your policy are deemed in law to have been paid to the insurer when received by Card Protection Plan Limited.

A: General conditions, exclusions and limits

A1: Conditions

- 1 Your cover under this policy depends on you meeting the following conditions.
 - (a) You must meet all of the insurer's terms and conditions. This applies to terms and conditions set out here and any others which we change or add to this policy at a later date.
 - (b) You must provide us with full and accurate information in connection with your cover.
 - (c) You must follow your card issuer's instructions and meet all their terms and conditions when using their cards. We will not pay any claim where the card issuer tells us that you have not done this. The decision of your card issuer will be final.
 - (d) You must report lost or stolen cards to us by telephone within 24 hours of discovering the card loss.
 - (e) The owner of a lost or stolen handset must report the loss or theft of the handset to us and the network provider by telephone within 24 hours of discovering the handset loss.
 - (f) If your handset is stolen, you must notify the police and obtain a crime reference number from them.
 - (g) You must keep your handset as safe as possible by either
 - i. keeping it in a locked and secure place; or
 - ii. keeping it on your person
 - (h) We will only cover the airtime abuse of contract handsets which have been registered with us prior to their loss or theft.
 - (i) If you change your handset and want to continue cover for your new handset, you must give us its details (including the make, model, IMEI number) before cover under section B2 can apply in respect of your new handset. An IMEI is the International Mobile Equipment Identity which is associated with every mobile device. You can display this by pressing *#06# on your phone. If your mobile phone number changes or you change network provider, you must tell us before cover under B2 can continue.
 - (j) You must provide all the documents we ask for, including original receipts (not copies) for any expenses claimed under this policy.
 - (k) You must be over the age of 18 years old and live in the United Kingdom, Jersey or Guernsey.
 - (l) You may not make a claim unless the premium and the fee have been paid.
- 2 We will not treat keys as irretrievably lost or stolen until five days after you have reported them missing. You can claim straightaway for costs you have had to pay but if someone finds your keys within this five-day period, you may not be covered unless you can show that the keys can be traced to your house, flat, office or property or vehicle or you can show that you cannot get copies from any duplicates you have.

A2: Exclusions

- 1 This policy does not cover your liability to a card issuer or network provider if:
 - you use a card or handset in a way which the issuer or network provider does not allow; or
 - someone other than you who lives at your home uses the card or handset without your permission.
- 2 Every effort will be made to provide you with emergency funds in line with the terms and conditions set out in sections B5, B9 and B10 of this policy. However, there may be times when it is not possible to arrange the transfer of funds to some countries or remote geographical locations due to events or conditions that are out of our control, which we cannot be held liable for.
- 3 Locks that were already damaged before keys were lost or stolen are not covered.
- 4 This policy does not cover keys or vehicle immobiliser or alarm handsets that were not attached to a key tag at the time of their loss or theft.
- 5 We will not cover keys lost or stolen from anyone other than you.
- 6 Expenses not supported by valid original receipts may not be covered.
- 7 The value of any pre-paid vouchers for a handset will not be covered.
- 8 Any handset that is not registered with us prior to the claim is not covered.

A3: Length of policy and premiums

- 1 This policy provides cover that begins on the start date shown in your welcome pack and which continues for the period up to the renewal date in return for the premium and the fee. We will renew the policy on the renewal date unless you contact us before that date and ask us not to.
- 2 The premium and fees may change from time to time but they will not change for this policy until the next renewal date.
- 3 You must pay all premiums and fees in advance.

A4: Cancelling this policy

- 1 We will cancel your policy if we do not receive your premium on the date it is due. However, we may reinstate your policy if you then pay it.
- 2 We will cancel your policy if you have at any time:
 - (a) given us false or incomplete information; or
 - (b) agreed to help anyone try to take money from the insurer dishonestly; or
 - (c) failed to meet the terms and conditions of this policy or to act openly and honestly towards us or the insurer.

A5: Other insurance

If there is any other insurance which covers any of the benefits set out in this policy, you must tell us about this when you make a claim. We will not pay more than our share of any claim covered by other insurance.

A6: Dishonest claims

If you make a claim which is in any way dishonest, we will refuse to pay any benefit. If we pay benefit and later discover that your claim was dishonest, we will take steps to get the money back.

A7: Setting aside terms and conditions

If we or the insurer chooses to set aside a term or condition of this policy, this will not prevent us or the insurer from relying on that term or condition in the future.

A8: Governing law

This policy is governed by and will be interpreted in line with English law. We, the insurer and you agree that any disputes may be settled only in the English courts.

B: Cover and benefits

B1: If you lose your card

- 1 We will pay amounts (including interest) which you have to pay to a card issuer as a direct result of unauthorised use.
- 2 We will also cover any amount which you have to pay for a replacement card (but not for an emergency replacement).
- 3 When you report a card loss to us, we will contact the card issuer and ask them to cancel the card and provide a replacement.
- 4 We will regularly update the details set out in your schedule to make sure that card loss is reported to the correct issuer.

We will not pay more than

- £50 of any card loss claim where a card is kept by an automated telling machine (ATM).
- £5,000 of any card loss claim relating to the period before you reported the loss.
- £100,000 of any card loss claim relating to the period after you reported the loss.
- £100 per card where a Personal Identification Number (PIN) has been used.

B2: If you lose your handset

- 1 We will pay amounts which you have to pay to a network provider as a result of airtime abuse in the twelve hours before the time at which you report the loss of your handset to us.
- 2 When you report a handset loss to us, we will try to connect you to your network provider so that you can report the loss to that network provider.
 - We will not pay more than £1,000 of any handset theft claim relating to the 12-hour period before you reported the loss.
 - We will not pay any claim in respect of airtime abuse that is not supported by a crime reference number.
 - We will not pay any claim in respect of airtime abuse that is not supported by an itemised bill showing unauthorised calls in respect of which a claim is being made. If you cannot provide this document and a crime reference number or you cannot provide evidence to our sole satisfaction that the handset loss took place, you will not be covered for airtime abuse.
 - We will not cover airtime abuse of a handset that is not a contract handset.
 - Please note, only the owner of the handset can report this to us as lost or stolen as network providers will not accept instructions from third parties.
 - We will not pay any claim where a handset has been left unattended.

B3: If you lose your keys

- 1 We will arrange for a locksmith to replace locks that need to be changed and provide cover against the costs you have to pay for this.
- 2 We will arrange for up to three new keys for each lock that has been replaced and provide cover against the costs you have to pay for this.
- 3 We will pay up to £50 per incident for locksmiths' costs that you have to pay if your keys are accidentally locked inside your house, office or vehicle or if these are broken in a lock and you need to get in.
- 4 We will refund the cost of hiring a car or reasonable taxi fares or using public transport for up to 3 days.
- 5 We will provide cover against the costs that you have to pay if you have to replace infrared handsets for vehicle immobilisers or alarms when these are lost or stolen at the same time as your keys.
- 6 We will also provide cover for costs you have to pay to have immobilisers or alarms reprogrammed or otherwise reset as a result of the loss or theft of your keys (a maximum of one claim per year).

- 7 We will provide one key tag for every registered policyholder to add to their keys.

- We will not pay more than £500 for all claims under this section in each year.
- You must tell us about your need for transport at the time you report your car keys lost or stolen (and we must agree to it).
- You may not hire a car with an engine size of more than 1600cc.
- We will pay up to £30 per incident for replacement keys if the locks are not replaced.

B4: Handbag and wallet replacement

We will pay up to £200 per year for the cost of replacing personal belongings which are lost or stolen at the same time as the card while you are away from your home.

- We will not pay anything unless:
 - (a) you reported the loss to the local police immediately; and
 - (b) you have a Crime Reference Number from the police of making a report (if this number is not available, we must be satisfied that you reported the matter).
- We will not pay more than one claim per policyholder under this section in each year.
- We will not pay the first £25 of each claim.
- You must provide original documentary evidence for the replacement items (for example, replacement receipts).

B5: Paying emergency hotel bills

We will pay your hotel bill up to £3,000 per claim if:

- 1 you lose your card and report the loss to us while you are abroad; and
 - 2 you do not have any other way of paying the bill.
- You must ask us to pay the hotel bill when you ring us to report the card loss.
 - You must agree to us contacting a registered credit reference agency to check your credit status before we pay the bill. If we are not satisfied with the result of that check, we may refuse to lend you any money.
 - We will pay the hotel bill direct to the hotel. You must then repay the full amount of the hotel bill to us within 28 days.

B6: Replacement cash

We will pay the face value of any cash or banknotes which are lost or stolen at the same time as the card whilst you are abroad.

- We will not pay more than £200 for all claims under this section in each year.
- We will not pay anything unless:
 - (a) you have reported the loss to the local police immediately and
 - (b) you have written evidence from the police of making a report (if this evidence is not available, we must be satisfied that you reported the matter).
- You must provide original documents to prove that you had the cash or banknotes immediately before the loss or theft.

B7: Passport and driving licence

- 1 If your passport is lost or stolen while you are abroad, we will:
 - (a) help you to arrange an emergency replacement; and
 - (b) pay any charges you have to pay for the issue of the replacement while you are abroad.
- 2 If your driving licence is lost or stolen while you are abroad, we will pay any charges you have to pay for the issue of a replacement when you return home.
- 3 We will not pay anything unless the loss or theft of the passport or driving licence happens and is reported to us at the same time as the card loss.

- 4 You must provide original documentary evidence to support your claim (for example, receipts from a Consulate).
- 5 We will not pay more than £200 for claims under this section in each year.

B8: Personal items

If your personal items are lost or stolen, we will:

- 1 pay phone or postage costs for anyone who finds them to return them to us;
 - 2 let you know where the items are; and
 - 3 pay any costs you have to pay to get the items back to you.
- We will not pay anything unless the personal items have been tagged or marked with the identification labels we have provided.
 - You must tell us beforehand about, and we must agree to, the method of getting the items back to you.
 - We will not pay more than £200 for claims under this section in each year.
 - You must provide original documentary evidence showing the costs you have incurred (for example, receipts).

B9: Emergency cash

We will lend you cash up to £3,000 per claim to cover basic living expenses if:

- 1 some or part of your cash is lost or stolen at the same time as the card when you are away from your home; and
 - 2 you have no other way of getting credit or funds.
- You must ask us for the emergency loan within 48 hours of the time when you ring us to report the card loss.
 - You must agree to us contacting a registered credit reference agency to check your credit status before we provide the cash.

If we are not satisfied with the result of that check, we may refuse to lend you any money.

- You must repay us in full within 28 days.

B10: Replacement travel tickets

We will lend you cash up to £5,000 to replace travel tickets so that you can return to the destination nearest to your home.

We will do this if:

- 1 your travel tickets have been lost or stolen from somewhere other than your home at the same time as the card; and
 - 2 you apply for replacement travel tickets at the time you phone us to report the card loss.
- If we have to buy replacement tickets for you, we will treat this as an emergency cash loan in line with the terms and conditions set out under section B9 of this policy.

B11: Communication costs

We will pay any communication costs that you have to pay when you report a card loss or handset loss to us, the police and to any other insurer and also any communication costs you incur after your handset has been lost or stolen abroad.

- We will not pay more than £100 for all claims under this section in each year in respect of card loss
- We will not pay more than £50 for all claims under this section in each year in respect of handset loss.
- We will not pay claims under this section in respect of handset loss unless you are abroad at the time of loss.
- You must provide original documentary evidence to support your claim (for example, telephone bills or receipts).

B12: Protective registration

If you lose personal documents at the same time as the card, we will register your personal details with CIFAS to reduce the risk of your identity being used unlawfully to obtain credit or funds or other products or services. CIFAS is a not for profit membership organisation dedicated solely to the prevention of financial crime in the United Kingdom.

Your contract with CPP

You have a contract with CPP separate from your contract with the insurer whereby CPP introduces you to the insurer and acts as intermediary in connection with the making of your contract contained in your policy. If you take up the policy you are obliged to pay CPP the fee in consideration of its introductory services. This means that you will have made contracts with both CPP and the insurer. The obligations of CPP under its contract with you are discharged by performance when you take up the policy at the expiry of the cooling off period.

Who is covered

Policies are for the main policyholder and up to four other people at the same address. All of these people must agree that we can release their details to the others insured under their policy. We collect the payments from a card which the main policyholder has told us is the pay card. If you no longer want your policy to cover this card, we will collect payments from any other card you have registered with us. The policy covers cards held by the policyholder(s) and one handset for each of the policyholders.

We may communicate with any policyholder, and ask permission from them on behalf of the other policyholders to:

- register cards and valuable documents onto the policy; or
- register handsets onto the policy; or
- report a lost card; or
- make contact with the card issuers; or
- provide permission for marketing purposes to the main policyholder; or
- process a claim.

However, we need permission from the main policyholder to amend the main policyholder's personal details, report a change of address, change the payment details and to cancel the policy or change its term. Please note, only the owner of the handset can report this to us as lost or stolen as network providers will not accept instructions from third parties.

Cooling-off periods

Remember that you have a right to cancel your policy. If you decide to cancel within 14 days of your start date or renewal date, please call us on **0844 848 2914** and we will cancel your policy right away and refund the payment you have made if you have not made a claim during that time. Please note that if you choose to cancel your policy outside of the cooling off periods shown above, you will not be entitled to a refund.

Complaints

If at any time you want to tell us about a problem with your policy, please call us on 0844 848 2914. Or you can write to the Complaints Manager at:

**Card Protection Plan
Holgate Park
York
YO26 4GA**

We will do our best to answer your query within five working days. If we have not replied to your complaint by then, we will send you an acknowledgement letter to keep you informed of progress.

If you are not happy with our reply, you can appeal to the Financial Ombudsman Service at:

**The Financial Ombudsman Service
Insurance Division
South Quay Plaza
183 Marsh Wall
London
E14 9SR**

Please note that the Ombudsman will not be able to help unless you have first brought your complaint to us and your subsequent appeal is made within 6 months of our final reply.

Claims

If you need to make a claim on your policy, please call us any time on **0844 848 2914**. We will then send you a claim form to fill in and return to us. Please note, in respect of handset loss, the loss must be made by the owner of the relevant handset as network providers will not accept instructions from a third party. All claims must be received within six months of the date of card or handset loss. Please remember to include all the documents that we ask for, including original receipts (not copies) for any expenses claimed for. If you do not, we will not be able to process your claim until we have received them. If we have received all the documents that we need, we aim to process claims within 14 days.

If you are unhappy with a decision we have made you have the right to appeal. If you would like to appeal, please write to:

The Appeals Team

Card Protection Plan Limited

Holgate Park

York

YO26 4GA

Please note that when processing and settling claims and appeals, CPP does so as agent for the insurer and not as agent for any policyholder. Accordingly, any amount due to you in settlement of a claim is not deemed in law to have been paid out until received by you.

Who regulates us

CPP and the insurer are authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on **0845 606 1234**.

Recording calls

We record all phone calls to us. We do this to:

- provide a record of the instructions we have received from you;
- allow us to monitor quality standards;
- help us with staff training; and
- meet legal and regulatory requirements.

All communications and policy documents will be in English unless otherwise agreed. We are committed to meeting the needs of our policyholders, including those with special needs. Our letters and other documents are all available in Braille, in large text or on audio tape. You can also contact us through Typetalk if you need to. If you would like to use any of these services, please contact us on **0844 848 2914**. We will be happy to help.

Definitions

Unless the context otherwise provides, where the following words are shown in this document, they shall have the following meanings:

Abroad - a country other than England, Wales, Scotland and Northern Ireland for UK residents; outside Guernsey for Guernsey residents; and outside Jersey for Jersey residents.

Airtime abuse - use of a registered contract handset by a third party without your permission following loss or theft

Card - Your credit, charge, cash, cheque, debit, store and othercards as shown in the schedule or reported to us before or at the time you report a card loss.

Card loss - loss by you or theft from you of a card during the period of insurance.

Commission - 5p a year.

Communication costs - The cost of a phone call, fax or letter.

Contract handset - a handset that is provided as part of a contract with a network provider.

CPP - Card Protection Plan Limited (registered number 1490503).

Fee - The difference between the premium and the total amount you must pay.

Handset - A mobile phone covered under this policy and which is shown in the schedule or registered with us before the loss.

Handset loss - Loss by you or theft from you of a handset during the period of insurance.

Home - The place where you live, which you have given us the address for, before making any claim

Identification labels - the labels supplied to you by CPP for the purpose of identifying your personal items

Insurer - ACE European Group Limited (registered number 01112892) whose UK Head Office is at ACE Building, 100 Leadenhall Street, London EC3A 3BP.

Issuer - The issuers of the cards.

Main policyholder - The person you have told us is responsible for this policy.

Network provider - provider of the network to which your handset is connected.

Pay card - The card from which the payment will be collected.

Payment - the total amount you pay to us (the premium plus the fee).

Period of insurance - The period of insurance starting on the start date shown in your welcome pack. It includes any future periods for which you make a renewal payment.

Personal belongings - Your handbags, wallets, purses, briefcases or the like in which you kept the cards at the time of their loss or theft.

Personal items - Any personal item that is tagged or marked with our identification labels

Policy - These terms and conditions and the schedule, and any changes we may agree with you to such documents from time to time

Policyholder - each person you have registered with us in order to benefit from this policy.

Premium - 50p a year or any other amount we agree with you from time to time.

Renewal date - The renewal date shown in the renewal letter which we send you or which we tell you about at any other time.

Schedule - Computer printouts of card numbers, handset details and personal details which we send you from time to time.

Start date - The start date shown in your welcome letter which we send you.

Unattended - left by you so that you are not in a position to prevent any loss or theft of your handset

Unauthorised use - Use of a card by someone else other than you following card loss.

United Kingdom - England, Scotland, Wales and Northern Ireland.

We, us, our - Card Protection Plan Limited (registered number 1490503) acting as an agent for the insurer.

Year - A period of 12 months in a row.

You, your - The person or people whose names appear in the schedule.

Data protection notice

Your personal details

We will use the information you provide to:

- manage your insurance policy and provide the benefits described in these terms and conditions
- collect payments when due; and
- process any claim you make in connection with lost or stolen handset or cards.

We will collect the payment from the card that the main policyholder has told us is the pay card. Following a loss report, or if a payment is rejected from your pay card, we will collect your payments from any other card that is registered with us.

If you report a lost card to us, we will pass your name and address and the details of the card to the card issuer so that they can cancel it and provide a replacement. If you tell us that your address has changed, we will pass your new address details to your card issuers so that they can update their records.

We may ask your card issuers to tell us about changes in your address and other personal and financial details so we can update your policy records. This may include, but is not limited to, asking for updated or new card numbers or bank account details and for information about changes to any personal contact details (e.g. phone or fax or email addresses).

We may pass your personal information to our approved suppliers so that we can send correspondence to you. If you need a locksmith, your name and address will be disclosed to an approved subcontractor so that the required assistance can be provided.

If you report the loss of important documents, such as your passport or driving licence, we will, with your consent, pass your name and address and your date of birth onto CIFAS for the purposes of fraud prevention in the UK. CIFAS and other organisations may access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related accounts or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance; and
- Checking details of job applications and employees.

Please also note the following:

- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- Law enforcement agencies may access this information.
- CIFAS and other organisations may, from other countries, access and use the information recorded by fraud prevention agencies.
- The fraud prevention agencies that may process your information are Callcredit (phone: 0870 060 1414), Equifax (phone: 0870 010 0583), MCL Software Ltd (phone: 01704 501001) and Experian (phone: 0800 656 9000).

To help us assess whether you qualify for emergency financial help, we will check your credit rating with a credit-reference agency who will keep a record of this enquiry. Other organisations using the agency may then use this information for credit assessments or to trace debtors and prevent fraud.

We and our business partners may also use your personal information to contact you about goods and services that might interest you or invite you to take part in market research surveys. You may be contacted either by post, phone or email for these purposes. By taking out this policy you agree that we may contact you by these marketing methods, however if you would prefer this not to happen, please let us know when you register your cards or call us at any time if you change your mind.

To avoid contacting you unnecessarily about products you may already have, we will compare your details with information on prospect files prepared by our business partners. When we do this we may need to tell your card issuers that you have a policy with us and disclose enough personal data to enable your card issuers to identify you on these files.

By taking out this policy you consent that for the better performance of this contract we may transfer your data outside the European Economic Area. If we do transfer your data outside the European Economic Area we will make the appropriate checks to ensure your data is adequately protected. You have a right to see all the information we hold about you. If you would like to see this information, please write to:

**The Compliance Manager
Card Protection Plan Limited
Holgate Park
York
YO26 4GA**

Please note that there will be a separate administration charge for this service.

Card Protection Plan Limited. Registered Office: Holgate Park, York YO26 4GA. Registered in England No. 1490503. Authorised and regulated by the Financial Services Authority.