

1. INTRODUCTION

We are pleased you have chosen our Protection Plan. You'll find everything you need to know about your plan right here.

This page sets out the Specific Terms on which (together with the General Terms and Order Terms forming part of the Agreement between us), we, Fonezone Telecommunications Limited trading as Barclay Communications, a company incorporated in Northern Ireland under registered company number NI040916, whose registered office is at Grove House, 145 - 149 Donegall Pass, Belfast, County Antrim, BT7 1DT ("**we**", "**us**" or "**our**") provide a Protection Plan for the Equipment (each as defined below), to you, as our client, being the person or company whose name appears on the Order Form you have signed with us ("**you**" or "**your**"), as may be more specifically set out within the relevant Order Terms. Unless otherwise defined, any terms used in these Specific Terms shall have the meaning attributed to them in the General Terms.

These Specific Terms apply to the Agreement between you and us for the provision of the Protection Plan. Please note that by requesting the Protection Plan, you agree to be bound by the terms of the Agreement. Where we provide any products or services to you other than the Protection Plan, the provision of such products or services shall be governed by the relevant Additional Terms applying to such products or services.

You should print a copy of these Specific Terms or save them to your computer for future reference. We may amend these Specific Terms from time to time as set out within the General Terms. Every time you sign a new Order Form for the provision of a Protection Plan please check these Specific Terms and the General Terms to ensure that you understand the terms which will apply to our Agreement at that time. These Specific Terms were most recently updated on 19th May 2014.

2. DEFINITIONS & INTERPRETATION

The following terms shall have the following meanings in these Specific Terms:

"Accidental Damage" means damage caused to your Equipment other than a result of Malicious Damage, malicious or deliberate damage caused by you or someone acting on your instructions, or damage arising out of your negligent behaviour. "Accidentally Damaged" shall be construed accordingly.

"Accidental Loss" means any situation where your Equipment was accidentally left by you in a location other than your home and you are permanently deprived of its use. "Accidentally Lost" shall be construed accordingly.

"Agreement" means the agreement between you and us for the provision of the Deliverables.

"Breakdown" means a situation where your Equipment fails to operate due to an internal, electrical or mechanical fault.

"Claim" means a request by you for any of entitlement or benefit under the Protection Plan.

"Commencement Date" means the date of signature of the Order Form.

"Crime Reference Number" means the unique official reference number that you will be provided with by the Police where you report any crime that has occurred.

"Equipment" means any mobile communication devices we have provided to you to which are covered by the Protection Plan.

"Excess" means the amount payable by you in respect of any successful Claim.

"General Terms" means our general terms and conditions for the supply of products and services, which shall apply between us in addition to these Specific Terms and any Order Terms.

"Malicious Damage" means damage deliberately caused to your equipment by someone other than you or someone acting on your instructions.

"Order Terms" means the Order Form, and any other documents issued by us which may expressly refer to, or be incorporated into, the Agreement between us.

"Premium" means the sum(s) payable by you for the cover provided under your policy.

"Protection Plan" means the extended warranty cover taken out by you in respect of your Equipment upon signing the Order Form entitling you to the repair or replacement of the Equipment.

"Reasonable Precautions" means the reasonable precautions we expect you to take to keep your Equipment safe from being stolen, lost or damaged. If you fail to take such reasonable precautions this may invalidate your claim or result in a higher Excess.

"Replacement Equipment" has the meaning given to it in Section 3(b).

"Section" means a section of these Specific Terms.

"Specific Terms" means, in respect of the provision of the Protection Plan outlined herein, the terms and conditions in this Schedule F.

"Theft" means the unlawful taking of your Equipment against your will by another party, with the intention of permanently depriving you of it. "Stolen" shall be construed accordingly.

3. WHAT YOU'RE ENTITLED TO WITH A PROTECTION PLAN FROM BARCLAY COMMUNICATIONS

If your Equipment undergoes Accidental Damage, Malicious Damage, Accidental Loss or Theft, in return for payment of the Premiums, we, subject to the terms of the Agreement, will, at our sole discretion, either:

- a. Repair your Equipment; or
- b. Replace your Equipment with a product of the same or similar specification ("**Replacement Equipment**") subject to payment of an Excess. See Section 5 below for further information.

You are covered for:

- a. **Accidental Damage (including Cracked Screens and Liquid Damage):** If your Equipment is damaged accidentally, and we feel you have taken Reasonable Precautions, we will repair it. We will not cover cosmetic damage to your Equipment.
- b. **Malicious Damage:** if your Equipment is deliberately damaged by an unauthorised individual we will repair it.
- c. **Theft:** If your Equipment is Stolen we will replace it.
- d. **Accidental Loss:** If your Equipment is Accidentally Lost then we will replace it.
- e. **Breakdown:** If your Equipment suffers a Breakdown we will repair your Equipment for you or replace your Equipment if it is deemed unrepairable.

Note: If you make a successful Claim, we will, in general (where applicable), first endeavour to repair your Equipment. If repair is unsuccessful or not possible, we will provide you with Replacement Equipment. Wherever possible we will replace your Equipment with a model of a similar specification. This may be a different model from a different manufacturer. In the event that we are unable to replace your Equipment with the exact model, we accept no responsibility for delay should you decide to wait for an exact replacement rather than accept a model with similar specifications.

4. EXCLUSIONS

Your Protection Plan does not cover you for the following:

- a. Any loss or Theft of your Equipment deliberately left away from your person.
- b. Any incident giving rise to a Claim involving Accidental Loss, Theft or Malicious Damage that is not reported to us within 72 hours of discovery (other than where extenuating circumstances prevent you from doing so).
- c. Any Claim involving Theft or Malicious Damage where you do not provide us with a Crime Reference Number for the incident

within 72 hours of discovery (other than where extenuating circumstances prevent you from doing so).

d. Any incident giving rise to a Claim involving Accidental Damage that is not reported to us within 14 days of discovery (other than where extenuating circumstances prevent you from doing so).

e. Cost of repair or replacement of your Equipment where it is covered by the relevant manufacturer's guarantee or warranty.

f. Theft of your Equipment from a vehicle unless locked and forced entry to the vehicle is evident and reasonable care has been taken to conceal your Equipment in a glove box or in the car boot. We will request proof that the vehicle has been forcefully entered.

g. Theft from any property not accompanied by evidence of forced entry or exit. We will request proof that a property has been forcefully entered.

h. Any costs for calls, texts or data downloads made after your Equipment was Accidentally Lost or Stolen.

i. Confiscation of your Equipment by any governmental or public authority.

j. Costs incurred where your Equipment is routinely serviced, inspected, adjusted or cleaned.

k. Any costs for repairing or replacing aerials, batteries or chargers where these items are the only part of your Equipment Accidentally Lost, Stolen or Damaged.

l. Any damage, Accidental Loss or Theft arising as a consequence of war, invasion, act of foreign enemy, hostilities, civil war, terrorism, rebellion, revolution or military or usurped power.

m. Any Claim where you are not a resident of the United Kingdom at the time of the incident giving rise to the Claim.

n. Loss of data or software or costs of replacing any personalised ring tones, graphics, downloaded material or applications.

o. Normal wear and tear or deterioration, depreciation, rusting or oxidation, atmospheric or climatic conditions affecting your Equipment.

p. Damage to your Equipment resulting from alterations and maintenance including cleaning and restoring, repairs, or faulty or defective design.

5. EXCESS

In the event of a successful Claim we will not cover the Excess payments, which must be paid by you. The relevant Excess payments are set out in the Appendix to these Specific Terms. All figures quoted within the Appendix are inclusive of VAT at the rate of 20%. Should the rate of VAT change at the time of Claim then we will adjust the Excess payments to match the correct rate (and you shall be payable to pay the corrected Excess payment).

In the event that your Apple® Equipment is to be repaired, a replacement Excess will apply due to the requirement to exchange your Equipment for a 'like for like unit'. Please note subsequent Claim fees are not dependent on Claim types but the amount of actual Claims previously accepted.

6. TERM OF COVER

This Agreement, and the period of cover for your Equipment shall commence on the Commencement Date. For the avoidance of doubt, your Equipment shall only be covered against loss or damage under the terms of the Protection Plan from the Commencement Date.

The minimum term of the Agreement shall be the minimum term (**Minimum Term**) applying to the contract you, as at the Commencement Date, have, or will concurrently with this Agreement, enter(ed) into with us for the provision of mobile telecommunication or Microsoft 365 ® services (your **Mobile Contract**), which Minimum Term shall be, in any event, no less than 24 months (calculated from the commencement date of your Mobile Contract). For the avoidance of doubt you shall not be able to enter into an Agreement with us for a Protection Plan covering Your Equipment without having entered into a Mobile Contract.

Subject to the other provisions of the Agreement, the Agreement shall continue in force for (the remainder of) the Minimum Term, and shall, as per the specific terms of your Mobile Contract, unless either party serves 3 months' prior written notice upon the other that they do not wish the Agreement to be renewed (such notice to expire no sooner than the end of the Minimum Term) be renewed annually thereafter for successive terms of 2 years each (**Extended Terms**), unless and until terminated by either party giving to the other no less than 3 months' prior written notice, such notice to expire no sooner than the end of the relevant Extended Term, or otherwise until the termination of the Agreement in accordance with any of its provisions.

To give us notice that you do not wish the Agreement to be renewed (as set out above) you must:

- Inform us in writing of same and receive written confirmation in return. Written confirmation from us will be deemed confirmation that your notification has been received. Where we have not received notice in writing on the terms set out above, we reserve the right to continue to deduct Premiums for the remainder of the Minimum Term or Extended Term (as appropriate).
- It is your responsibility to give us notice if you do not wish the Agreement to be renewed. Please note that this Agreement shall not be effected by the cancellation of any other contract for the provision of other products or services to you, including any Mobile Contract.
- All notices should be forwarded in writing to *Customer Services, Barclay Communications, Grove House, 145-149 Donegal Pass, Belfast, BT7 1DT*. Please obtain proof of postage in respect of any such notice.

7. PAYMENTS OF PREMIUMS

Payments of Premiums for the Protection Plan shall be charged monthly for the duration of the Minimum Term and any Extended Terms. Payments will appear on your bank statement as "Fonezone Telecommunications Ltd". Your first payment may include payments due over the first two months of cover from the Commencement Date, but shall in any event include the total amount of any backdated Premiums payable over the duration of the Minimum Term, calculated at the amounts payable per month from the commencement date of your Mobile Contract to the Commencement Date. For the avoidance of doubt, although you shall be required to pay the backdated Premiums, your Equipment shall only be covered against loss or damage under the terms of the Agreement from the Commencement Date. Premiums will be taken on either the 5th or 25th of each month dependent on what has been agreed between you and us.

Failure to maintain your Premiums will invalidate the Protection Plan. We reserve the right not to honour any Claim where Premiums are due and have not been paid. If you stop paying your Premiums without providing either taking advantage of your right to cancel within the first fourteen days of your Protection Plan (as outlined within Section 9 below), or giving us due and proper notice that you do not wish the Agreement to be renewed us then you will be liable to pay all Premiums due until you meet the terms of the cancellation policy. All Premiums are quoted as inclusive of VAT at the rate of 20%. Should the rate of the VAT change then we will adjust the Premiums to match the correct rate.

8. HOW TO CLAIM

a. To make a Claim please call us on **02890-960366**. To help us deal with your Claim as quickly as possible please have the following information to hand:

- IMEI Number
- The make/model of your Equipment

- Proof of purchase
- Time and date of incident and details of the incident
- Crime Reference Number (if applicable)

b. Send us your Equipment (where it has not been Accidentally Lost or Stolen). We cannot process a claim without it.

c. To make a claim in respect of Accidentally Lost or Stolen Equipment you must report this within 3 days of discovery. You must report the Theft of any Equipment to the Police in order to obtain a Crime Reference Number to support your Claim. If this Crime Reference Number cannot be verified, we will request a police report. We cannot proceed with a Claim until we have this information.

d. Before any Claim can be processed, you must pay the stated Excess (see Section 5).

e. If we provide you with Replacement Equipment, your damaged or lost Equipment becomes our possession. If your Equipment is found you must notify us and send it to us if we ask you to.

Please be aware it is your responsibility to send your Equipment to us when you make a Claim. Please note that the cost of postage and packaging is not covered with under the Protection Plan. Prepaid envelopes can be arranged but will be invoiced to you.

Please be aware that the Equipment that you make a Claim on must match the IMEI number that we have on record for your account. This number will be confirmed in a letter to you. If for whatever reason this IMEI number changes, it is your responsibility to inform us of this change.

9. CANCELLATION AND LIQUIDATED DAMAGES – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION

You have the right to cancel the Agreement within fourteen days of the Commencement Date. This cancellation right is subject to no claims having been made under the Protection Plan. If a Claim has been made you will be deemed to have waived said cancellation rights.

To cancel the Agreement you must:

- Inform us in writing of such a cancellation and receive written confirmation of such a cancellation in return. Written confirmation from us of acceptance of cancellation will be deemed confirmation that the notification has been received in writing from you. We reserve the right to continue to deduct Premiums on a monthly basis until we receive the cancellation notification required as set out above.
- It should be noted that it is your responsibility to cancel the Agreement. Please note that this Agreement shall not be effected by the cancellation of any other contract for the provision of other products or services to you, including any Mobile Contract.
- All notices of cancellation should be forwarded in writing to *Customer Services, Barclay Communications, Grove House, 145-149 Donegal Pass, Belfast, BT7 1DT*. Please obtain proof of postage in respect of any such notice.

Save where you have exercised your right to cancel the Agreement within 14 days of the Commencement Date (as set out above), or given us notice that you do not wish the Agreement to be renewed under Section 6 above, if you wish to cancel the Agreement during the Minimum Term, you shall be liable to pay the total Premiums due over the remainder of the relevant Minimum Term as liquidated damages (**Liquidated Damages**).

By agreeing that these Specific Terms and the General Terms govern the Agreement between you and us, you confirm and we confirm that this sum represents a genuine and reasonable pre-estimate of our loss, based upon our experience of the industry and the nature of the costs we may incur.

For the avoidance of doubt, your payment of the Liquidated Damages shall be without prejudice to any of our other rights and remedies and shall not affect your liability to pay any other amount which may be due under the terms of the Agreement, including without limitation, any accrued interest in respect of any overdue payments.

10. LOAN PHONES/ REPAIR

If your Equipment requires repair then we reserve the right to provide you with a loan phone, upon your request, during the repair period, subject to your payment of a £50 deposit, which shall cover the costs of postage & packaging. Please note the loan phone will only be sent to you once the deposit has been paid, and that these loan phones will only have basic specifications in order to permit basic communications during the repair period.

11. RETURNING YOUR LOAN PHONE

You shall have 2 weeks (10 working days) to return the loan phone to us once you have received your repaired Equipment or Replacement Equipment, otherwise, at any point, we may request that you return the loan phone to us, either verbally or in writing, and you shall be required to do so within 7 working days. If the loan phone is not returned to us within this period we reserve the right to invoice you for the device. The costs charged to you will be the costs to replace the loan phone with that of similar make and model. Payment will be due within 7 working days of the date the loan phone was due to be returned. We reserve the right to withhold the delivery of any repaired Equipment or Replacement Equipment until the loan phone is returned.

12. DAMAGE TO LOAN PHONES

All loan phones should be returned to us in the same condition as when they were dispatched. Failure to maintain the loan phone to the same condition as when it was dispatched will result in you being liable for the:

- cost of repairing the loan phone to return it to its original condition; or
- cost of replacing the loan phone with a phone of similar make and model; or
- The £50 deposit being retained towards the replacement of the loan phone.

13. CHANGES TO YOUR EQUIPMENT

Only Equipment registered with us shall be covered under the Protection Plan. If you wish to change or upgrade your Equipment you will need to inform us in writing of the change.

If you do not inform us any such upgraded or changed equipment will not be covered by the Protection Plan, and we shall not be liable to return any Premiums paid by you after the date of such an upgrade or change. Where you do give us notice of such an upgrade or change we will advise you of any changes in Premiums that may apply as a result.

14. REPLACEMENT DELIVERY ADDRESS

If your Claim is accepted, we will deliver your repaired equipment or Replacement Equipment to your requested location worldwide (delivery charges apply). If you request delivery outside of the United Kingdom, this may take longer to fulfil. Delivery to war zones or countries with political restrictions may not always be possible. In specific circumstances, we may specify that your repaired Equipment or Replacement Equipment is delivered to any

registered address which may be set out within any Order Form or otherwise held on record by us.

staff. It may also be used for training purposes and for the detection and prevention of fraud, deception or illegality. A record may also be kept of any correspondence we may have with you.

15. YOUR RESPONSIBILITIES

You should take Reasonable Precautions to protect your Equipment against Accidental Loss, Theft and Accidental 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 Equipment from these risks.

19. DISCLAIMER

We shall not be held responsible for any loss of data, pictures or any other type of information that may be stored on any Equipment in our possession.

a. Airtime Agreements

You are responsible for all costs associated with keeping your Equipment fully operational including line rental, prepay vouchers and call costs.

b. Information Provided

You must take reasonable care to ensure that the information provided to us when you take out your Protection Plan and throughout the life of the Agreement 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 Protection Plan and could mean that your Claim may be wholly or partly unsuccessful.

c. Deception, Fraud and Illegal Use

Your Protection Plan shall be void, at our discretion, in the event of misrepresentation, deception or non-disclosure of relevant information. If you make a fraudulent Claim, your entitlements and benefits under your Protection Plan will be forfeited and information may be forwarded to the police, government or other regulatory bodies. Your policy is also void in the event that your Equipment is used wholly or partly in the course of, or to facilitate, a criminal activity.

16. CHANGES TO THESE SPECIFIC TERMS

We may alter the terms and conditions of the Agreement 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 a durable medium, using contact details held on our system or any alternative communication method accessible to us. It is your responsibility to ensure all contact details maintained by us are up to date.

17. CONFIDENTIALITY

We will not pass any details about you or your Equipment to any third party except our appointed agents and any claims administrator appointed by us without your permission, save where we are required to do so by law or in connection with investigating or preventing fraud, deception or illegality. Please note that we may also pass information about your Claim to the police or other relevant authorities or agencies to, among other things, support the detection, prevention and identification of fraud.

18. DATA PROTECTION

We will use the information supplied during the formation and performance of your Protection Plan for the purposes of policy administration, customer services, paying Claims and fraud prevention. We will keep this information for a reasonable period, insofar as it is necessary for these purposes. Where you disclose sensitive personal data to us, including any medical or criminal record information, we will also use this information for the above purposes. You are advised that any call to us, our agents or claims handlers may be monitored or recorded. This is to monitor the accuracy of information provided by our customers and our own