

Terms and conditions. **Please keep these in a safe place.**

Your Identity Protection policy is provided by the insurer, Homecare Insurance Limited ('Homecare'), through Card Protection Plan Limited ('CPP').

Please read this document carefully. It sets out:

- 1) 'Your contract with CPP' – the terms and conditions of your agreement with CPP for introducing you to Homecare;
- 2) 'Your policy with Homecare' – the terms and conditions of the insurance cover that Homecare, as the insurer will provide to you; and
- 3) 'General conditions of both contracts' which apply to both your contracts with CPP and Homecare.

When you purchase or renew an Identity Protection policy, CPP will collect your payment in the number of instalments set out in your certificate of insurance. This payment comprises both the premium payable to the insurer of £9.43 (including Insurance Premium Tax) and the fee payable to CPP for its intermediary services (see 'Your contract with CPP'). The fee is the difference between the premium and the total amount you pay. Both the fee and the premium are inclusive of Insurance Premium Tax. Your contracts may be cancelled if you do not pay your instalments on the date they are due.

Your contract with CPP

For its fee, CPP will, each year:

- i) act as intermediary by introducing you to Homecare and its product;
- ii) act as intermediary in connection with the making of your contract with Homecare; and
- iii) collect payments due from you and pay the premium to Homecare on your behalf.

While carrying out these activities, CPP must comply with English law and UK

regulation. Please see the 'Governing law' and 'Who regulates us' sections for more details.

When you purchase or renew the Identity Protection policy, you must pay CPP the fee set out above for introducing you to Homecare and carrying out the activities listed above. The fee due may change from time to time but it will not change for this policy until the renewal date.

CPP's contract with you is fulfilled when you continue the policy at the end of the cooling off period and when CPP pays the premium to Homecare. See the 'Cooling off periods' section for more details on your cancellation rights.

CPP's full company name is Card Protection Plan Limited (registered number 1490503) and the registered office address is Holgate Park, York YO26 4GA, United Kingdom.

Your policy with the insurer, Homecare

This section explains the terms and conditions of the cover that Homecare 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 Identity Protection policy is underwritten by Homecare Insurance Limited, Holgate Park, York YO26 4GA, United Kingdom. Registered number 2793290. All premiums paid in respect of your policy are deemed in law to have been paid to Homecare when received by CPP from you.

Homecare must comply with English law and UK regulation. Please see the 'Governing law' and 'Who regulates us' sections for more details.

Definitions

business – your occupation, profession, trade or other means of employment.

certificate of insurance - the certificate of insurance included in your welcome pack.

claim – any claim that you make under this policy.

communication costs - the cost of a phone call, fax, letter or registered post.

cover - the benefits available to you under this policy.

CPP - Card Protection Plan Limited (registered number 1490503) whose registered office address is Holgate Park, York YO26 4GA.

identity theft – the theft or unauthorised use of your personal identification or identity, which has or could reasonably result in the unlawful use of your identity.

period of insurance - The period of insurance starting on the start date and including any future periods for which you make a renewal payment.

policy – these terms and conditions of your contract with the insurer, your Certificate of Insurance and any changes that we may agree with you from time to time.

premium – £9.43 a year (including Insurance Premium Tax) or any other amount we agree with you from time to time.

renewal date – the renewal date shown in your Certificate of Insurance which we send you or which we tell you about at any other time.

start date – the start date shown in your Certificate of Insurance which we send you.

we, us, our - Homecare Insurance Limited

you, your – the person whose name appears on the certificate of insurance.

A Policy conditions, exclusions and limits

A1: Conditions

- a) You must provide full and accurate information in connection with your cover including changes to your personal details;
- b) In the event of identity theft, you must file a police report and notify your banks or building societies, payment card companies and issuers of other accounts of the identity theft;
- c) You must do all you reasonably can to avoid making a claim and keep your claims as low as possible;
- d) You must minimise any costs and losses arising from identity theft; and
- e) You may not make a claim unless you have paid for the policy..

A2: Exclusions and limitations

1. This policy does not cover you if:
 - a) the identity stolen is a commercial identity or your losses arise out of your business activity; or
 - b) the legal costs you are claiming have not been agreed by us before they are incurred by you; or

- c) the identity theft you are claiming for occurred before you purchased the policy and you were aware of it before you claimed. However, we will provide you with the benefits detailed after sections B1 and B2 of these terms and conditions in such instances.

2. This policy covers you in a personal capacity and not in relation to any business that you carry on in your name.

A3: Length of policy and premiums

1. This policy provides cover that begins on the start date and which continues for the period up to your renewal date in return for your premium. We will renew the policy on the renewal date unless you contact us before that date and ask us not to.

2. The premium may change from time to time but it will not change for your policy until the next renewal date.

A4: Cancelling the policy

1. We will cancel your policy if we do not receive your premium and CPP does not receive its fee on the date they are due..
2. We will cancel your policy, and you will not be entitled to a refund, if you have at any time:

- a) given us false or incomplete information;
- b) agreed to help anyone try to take money from us or CPP dishonestly; or
- c) failed to meet the terms and conditions of this policy or to act openly and honestly towards us or CPP.

3. We have the right to cancel your policy by giving you at least 30 days' written notice at your last known address. If we cancel your policy under such circumstances, we will refund in full any premium you have paid on or after your most recent renewal date.

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 any benefit and later discover that your claim was dishonest, we will take steps to get the money back.

A7: Waiver of terms and conditions

If we choose not to enforce a term or condition of this policy at a particular time, this will not prevent us from relying on that term or condition in the future.

A8: Who is covered

Cover is only available to residents of the United Kingdom, Isle of Man, Jersey, Guernsey or the Falkland Islands who are over the age of 18 years and is applicable to the person whose name appears on the certificate of insurance only. Policies are non-transferable; this means that you cannot give your cover away to someone else.

A9: Claims

If you need to make a claim on your policy, please call us on the telephone number in your welcome pack. Please also remember that we need to approve claims for legal expenses before these costs are incurred.

If you do make a claim, you may be required to provide the following original documents to support it:

- requests or demands from the providers of finance or credit for the repayment of debt;
- receipts proving any expenses you may have incurred (for example, mail receipts or phone bills);
- invoices for any loan rejection or reapplication fees and associated application forms and rejection letters;
- statutory declarations and letters from your solicitor;
- invoices for any legal expenses being claimed;
- proof that you took, and that it was necessary for you to take, unpaid leave; and/or
- proof of earnings (for example, wage slips for the previous 3 months or an accountant's declaration); or
- proof of payment for credit reports from Equifax or Callcredit

If you don't provide the documents we ask for, your claim may be delayed or we may not be able to pay your claim at all.

If you are unhappy with a decision we have made about your claim, you can appeal. If you would like to appeal a claims decision, please write to:

The Appeals Team
Identity Protection Plan
Homecare Insurance Limited
Holgate Park
York
YO26 4GA

Please note that any amount due to you in settlement is not deemed in law to have been paid out until received by you.

B: Your cover and benefits

B1: Identity theft expenses insurance

What we will cover

In the event of an identity theft, we will pay a total of up to £60,000 for the following expenses:

- a) the communication costs you have to pay when you contact the police, credit agencies, financial service providers, other creditors, debt collection agencies or legal advisers regarding your case of identity theft ;
- b) any costs, including, but not limited to, communication costs that you have to pay for the signing of Statutory Declarations or similar documents following your identity theft;
- c) any administration fees you have to pay when a loan is rejected on the basis that the lender received incorrect credit information following identity theft, including any re-application fees you have to pay;
- d) your loss of earnings for any unpaid leave you have had to take to defend or resolve an identity theft;
- e) legal costs you have to pay to defend any case brought against you by debt collection agencies or similar; and
- f) legal costs you have to pay for the removal or deletion of any criminal or civil judgements incorrectly registered against you or to challenge any information in a credit report.

Exclusions and conditions of this cover

- We will pay a maximum of £60,000 for all claims under this section in each year.
- We must agree to beforehand any legal costs that we might be liable to pay under this policy.
- Loss of earnings cover will not exceed £500 per week and will cover a maximum of 6 weeks in a row.

B2. Passport and Driving Licence Cover

What we will cover

If your passport or driving licence is lost or stolen during the period of insurance we will reimburse you for any charges you have to pay for the issue of replacements, including the issue of an emergency replacement of your passport while you are abroad.

Exclusions and conditions of this cover

- We will pay a maximum of £200 for all claims under this section in each year.

- You must provide original documentary evidence to support your claim (for example, receipts from the issuing office or from a Consulate).

B3. Credit reports from Experian

What is provided

- 1) We provide access to your credit reports online from Experian, when you request them. You do this by going to the members-only area of our website (for address, please see your welcome letter). Experian Limited is a leading credit reference agency in the United Kingdom (registered in England with company number 653331).
- 2) By ordering a copy of your credit report you will receive the information that could be taken into consideration by a lender using Experian as a credit reference agency at the time when you request it. This will include public information and financial details. The credit report you receive is the statutory credit report produced by Experian under Section 7 of the Data Protection Act, 1998.
- 3) The content of this report is not guaranteed by us, it relies on third party information being passed to Experian, and it is accurate only at the time of publication.
- 4) A record of each of your requests will be retained by Experian and will be included on any future reports that are provided at your request. Your requests will only be visible to you and not to any lenders.

Conditions of this service

- 1) You agree that you may not reproduce, modify or in any way commercially exploit any information contained in your credit report including redistributing this information or removing any copyright or trademark applied to this information or creating a database in electronic or structured manual form by systematically downloading and storing this information.
- 2) Whilst we have not set a limit for the number of online Experian credit reports that we will provide you with, we reserve the right to refuse any such request at anytime during the period of insurance. If we do, we will tell you why we have done this and offer you the opportunity to cancel your agreement with us.
- 3) When you register with Experian, you will be required to agree to be bound by their terms and conditions and by their Privacy Policy which is summarised in the 'Data Protection Notice – Your personal details' section below.

B4: Credit reports expenses

What is provided

If you purchase a copy of your credit report from Equifax or Callcredit, we will reimburse you for the cost of acquiring two of those reports. Like Experian, Equifax and Callcredit are credit reference agencies who provide credit reports which include public information and financial details. For details on how to request the credit reports, go to www.equifax.co.uk or www.callcredit.co.uk. (We are not responsible for the content of these websites.)

Exclusions and conditions of this cover

- We will only reimburse the costs of a maximum of two credit report requests or £20, whichever is the lesser, under this policy section each year.
- You must provide the documents that we ask for to support your claim for costs.

B5: Credit Report Monitoring

If you ask us to, we will provide a notification service that will alert you if your Experian credit report is affected by any of the following:

1. Addition of credit account;
2. A change in payment history of a credit account;
3. Addition or deletion of County Court Judgements;
4. A search made on your credit report;
5. Addition or deletion of Notice of Correction; and
6. The settlement of an account.

Alerts will be sent by email or via SMS, dependant on your preference.

B6: Confidential helpline

We will provide you with a confidential helpline to assist and advise you if you have concerns about being or becoming a victim of identity theft. Please call us on the telephone number given in your welcome pack within the opening times stated.

B7: Fraud resolution services

If you become a victim of identity theft we will assign you with an individual caseworker to provide advice and assistance in addressing your identity theft. Your caseworker will provide you with your personalised action plan. If we think your case is complex enough, we may involve a third party to help resolve your case who may come to visit you at your home. We will

consult you before we contact the third party to gain your permission to share information with them.

B8: Protective Registration

If you lose your passport or driving licence or any other forms of identification, or you think your identity is being misused, we will, if you ask, register your personal details with CIFAS to reduce the risk of your identity being used unlawfully to obtain credit or funds in your name.

CIFAS is a not for profit membership organisation dedicated solely to the prevention of financial crime in the United Kingdom.

B9: Valuable Document Registration

We will store your valuable document numbers securely so that if you ever lose them, or need to refer to the numbers, we will make these available to you. Register your valuable document numbers with us by calling the telephone number in your welcome pack.

B10: Garlik monitoring services

What we will provide

- 1) We will give you access to an internet service which finds, tracks and monitors your personal information online. The service is provided by Garlik, (a company registered in England and Wales, with number 05357233) which is dedicated to helping individuals have more power over the use of their personal information.
- 2) In some cases, we may partially activate these services on your behalf when you take out a policy. To use the service fully, log on to the members section of our website using your password.
- 3) During the Garlik registration process you will be taken through a series of steps where they will ask you to provide them with information about yourself. Please ensure that the information you enter is accurate and complete so that the internet tracking they carry out for you is as effective as possible.

Conditions and exclusions of this service

- 1) When registering with Garlik, you are only allowed to register with them once per product/service at any one time.
- 2) When you register with Garlik to use the Data Patrol service, you will be required to agree to be bound by their terms and conditions and by their Privacy Policy which is summarised in the 'Data Protection Notice – Your personal details' section below.

3) The service Garlik offers to you is dependent on the availability of data. Garlik checks a large number of databases and websites but cannot guarantee that all available personal information that may exist about you will be found. Garlik will use a high level of care and skill when providing the service but Garlik does not guarantee the accuracy or completeness of any of the personal information that is made available to you as part of the service.

General conditions of both contracts

Cooling-off periods

Remember that you have a right to cancel your contracts. If you decide to cancel within 21 days of your start date or 14 days of your renewal date, please call us on the telephone number in your welcome pack or write to us at the address below. Your contracts will be cancelled immediately and any payment you have made refunded. Please note that if you choose to cancel your contracts outside of your cooling off periods, you will not be entitled to a refund.

General information

You should review your policy periodically to make sure it remains adequate for your needs.

You may have to pay other taxes or costs that are not paid or imposed by us.

Complaints

If at any time you have a problem with your policy, please call us on the telephone number in your welcome pack. Or you can write to the Complaints Manager at:

Identity Protection Plan
Homecare Insurance Limited
Holgate Park
York
YO26 4GA

We will do our best to answer your query within five working days. If no reply has been sent by then, you will be sent an acknowledgement letter to keep you informed of progress.

If you are not happy with our reply, you can take the matter to:

**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 taken your complaint to CPP and your subsequent appeal is made within six months of our final reply.

Governing law

These contracts are governed by and must be interpreted in accordance with the laws of England and Wales, unless you live in Scotland (in which case Scottish law will apply) or unless you and Homecare agree otherwise. You and we agree that policy terms and all other communications will be issued in English.

Who regulates us

CPP and Homecare 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 or by contacting the FSA on 0300 500 5000. Firm Reference Number for CPP is 311489 and for Homecare is 202880.

Consumer protection

CPP and Homecare are covered by the Financial Services Compensation Scheme so you may be entitled to compensation if we cannot meet our obligations. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS. Contact them at www.fscs.org.uk or call them on 0207 892 7300.

Recording calls

We record all phone calls from policyholders and other consumers. This is to:

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

Special needs

We are committed to meeting the needs of all our policyholders, including those with special needs. Letters and other documents

are all available on request in Braille or large text or on audio tape. Hearing and speech-impaired policyholders who wish to speak to us and have a textphone available can do so by using the RNID's Typetalk Relay service. This is available 24 hours a day, seven days a week and allows our customers who find this convenient to contact us via a Typetalk Operator who will relay instructions and other requests verbally to our call centre staff. Please note that to use Typetalk Relay, you must have or be able to get access to a textphone. If so, just dial 18001 and then dial our number; once the call is connected, a Typetalk Operator will join the call to relay your message. Our responses will then appear as text on your textphone. For Typetalk, please call 18001 0844 848 2942. For all other services, including requests for Braille, large print or audio versions of any of our documents, please call 0844 848 2942. In all cases, we'll be happy to help.

Data Protection Notice – Your personal details

Homecare Insurance Limited

We will use the information you provide to:

- manage your policy; and
- process any claim you make in connection with identity theft.

If you use a payment card to pay for your policy, we may ask the issuer of that card to tell us about changes in your address and other personal and financial details so that we can update your policy records. This may include, but is not limited to, asking for new card or account numbers and for information about changes to any of your personal contact details (e.g. telephone, mobile phone or fax numbers, or e-mail addresses).

Homecare may use your details to invite you to take part in market research and to let you know about other goods or services that might interest you.

Homecare may pass your personal information to other members of the CPP group of companies or other organisations acting for members of the CPP group of companies. They may contact you by post, phone or by email. By taking out this policy and by giving Homecare your address, phone number and email address, you

agree that Homecare, other members of the CPP group of companies, and other organisations acting for members of the CPP group of companies, may contact you using these methods. If you do not want your details to be used for these purposes, please let us know at any time.

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 our business partners that you have a policy with us and disclose enough personal data to enable our business partners to identify you on these files.

We will record your information on relevant databases and registers for the purposes of crime prevention and detection. If you make a claim, we may record your information on relevant insurance industry databases and registers for future claims administration and further fraud prevention and detection purposes, and may share your information with other insurers and fraud prevention agencies to prevent fraudulent claims.

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.

We will share your information with Card Protection Plan Limited to collect payments when due.

CIFAS

If you report the loss of important documents, such as your passport or driving licence, CPP will, with your consent, pass your name and address and your date of birth to 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 and use the information
- CIFAS and other organisations may access and use from other countries 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), Experian (phone: 0800 656 9000), Synectic Solutions and EDA.

Experian

If you request a copy of your credit report, your personal details will be passed to Experian so they can provide you with a copy of this report. Experian will verify your identity by checking the details you provide against details held on databases to which they have access. Experian will keep a record of this check which may be used by other organisations for verification and fraud prevention services. If you have requested a copy of your credit report, we may ask Experian to provide us with your updated personal and contact information to ensure that our records remain accurate.

Garlik

When you take out a policy, we pass your personal details to Garlik to provide the services described in Section B above. Garlik's 'Privacy Policy' can be found on their website and will explain how they use your personal information. To summarise, they will never sell, rent, or otherwise provide your personally identifiable information to any third parties for marketing purposes, unless they have your consent to do so. They will only share your personally identifiable information with third parties to carry out your instructions and to provide specific services. All communications between you and the Garlik website, while logged in, are protected through secure socket layer (SSL) encryption. All information provided to them by you or by us is stored on their secure servers. Garlik asks for your permission before sending you email marketing communications, you have the right to unsubscribe at any time by sending an email to support@garlik.com.

You have a right to see all the information we hold about you. If you want to see this information, please write to:

The Compliance Manager
Homecare Insurance Limited
Holgate Park
York
YO26 4GA

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