



keyfacts

Commercial Identity Protection Policy Summary

This is a summary of cover only. Full terms and conditions are set out below. Terms and conditions are also provided at each policy renewal.

The Insurer

Commercial Identity Protection is arranged by Card Protection Plan Limited ("CPP"), acting as agent for the insurer, Homecare Insurance Limited.

About Commercial Identity Protection

Commercial Identity Protection provides protection for you and your business following an incident of identity theft. The policy covers the costs of rectifying the effects of the theft of the identity of you or your business, including communication and legal costs to correct or remove inaccurate information held about you. Cover also includes legal expenses of defending any claims made against you or your business as a result of identity theft.

Policies are sold for one year but will renew automatically until you tell us that cover is no longer required. To be eligible for cover, you must be over 18 years of age, live in England, Wales, Scotland or Northern Ireland and carry on a business either as a sole trader or through a limited company with an annual turnover that does not exceed £1 million per annum.

Principal features of Commercial Identity Protection

- Up to £100,000 cover against legal and other costs incurred when repairing credit report information, financial information and other commercial and personal information after identity theft and for dealing with claims against your business for goods or services obtained by deception (policy section B1)
- Unlimited online access to your personal credit reports including being alerted when there are significant changes to your credit report (policy section B3)
- Dedicated expert to assist in the resolution of identity theft (policy section B5)
- Registration of key documents and passport and driving licence cover.

Conditions and Exclusions

These are the most important conditions and exclusions only. Full details of all conditions and exclusions are listed in the policy document. You should refer to this if you want to decide if there are other conditions and exclusions that may be important to you.

- Legal expenses must be agreed by us before you incur costs (policy section B1)
- Cover is not available if identity theft is carried out by someone living at your address or employed or involved in the running of your business (policy section A2)
- Cover is not available for loss of business revenue arising from Identity Theft (policy section A2)
- An excess of £50 is payable on all claims (policy section B1)

Cancellation

You have a statutory 14 day right to cancel with a full premium refund. This also applies when your policy is renewed. To cancel, please call 0845 121 3913. If you cancel outside this 14 day period, no refund of your premium will be made.

Claims and Complaints

If you are unhappy with your policy, please telephone 0845 121 3913. If you remain unhappy following a complaint, you may be able to refer to the Financial Ombudsman Service (0845 080 1800). Please also call 0845 121 3913 if you want to make a claim. You will then be told what you should do and how you can provide the documents we need to process your claim.

Consumer Protection

CPP and Homecare are members of the Financial Services Compensation Scheme so you may be entitled to compensation if we cannot meet our obligations. Insurance advising and arranging is covered 100% for the first £2,000 and 90% for the remainder of the claim, without upper limit.

Terms and Conditions

Definitions

Where the following words are shown in this document they shall have the following meanings:

Business – any occupation, profession or trade carried on as a business either (i) as a sole trader or (ii) as a limited company registered in the United Kingdom with a turnover of less than £1 million per annum;

Certificate of Insurance – The certificate that we send you that shows the value of your cover and excess and the period of insurance.

CIFAS – A not for profit Membership Organisation dedicated solely to the prevention of financial crime in the United Kingdom.

Claim – Any claim that you make under this policy.

Communication Costs – The cost of a phone call, fax or postage (including registered post).

Cover – The benefits available to you under this policy.

CPP – Card Protection Plan Limited (registered in England number 1490503) acting as insurance intermediary for Homecare.

Excess – The first amount of each claim that you have to pay.

Experian – Experian Limited (registered in England number 653331), a leading credit reference agency in the United Kingdom.

Fee – The difference between the Price and the Premium
Identity – In relation to you and your Business those characteristics that uniquely identify you and your Business.

Identity Theft – The theft or unauthorised use of your Identity to obtain money, goods or services by deception.

Period of Insurance – A Year commencing from the Start Date and extended for any future periods of one Year for which you make a renewal payment

Policy – Your policy of insurance comprising the Certificate of Insurance and these terms and conditions and any changes that we may agree with you from time to time.

Premium – The amount payable to us for underwriting the Policy being £12.71 a Year or any other amount we agree with you from time to time.

Price – The total amount you pay for Commercial Identity Protection

Renewal Date – The renewal date shown in your certificate of insurance or which we agree with you from time to time.

Start Date – The start date shown in your certificate of insurance.

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

We, Us, Our, Homecare – Homecare Insurance Limited (registered in England number 2793290) whose registered office is at Holgate Park, York YO26 4GA.

Year – 12 months in a row.

You, Your – The person whose name appears on the certificate of insurance.

Data Protection Notice – Your personal details

We will use the information you provide to:

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

CPP will use the information you provide to:

- collect payments when due.

If you report the loss or theft of important documents, such as but not limited to your passport or driving licence, we will, with your consent, register your personal details with CIFAS for the purposes of fraud prevention in the United Kingdom. This information will be made available to the members of CIFAS and participating fraud prevention agencies who may use and search these records to:

- help make decisions about credit and credit related services for you and members of your household;
- help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household;
- trace debtors, recover debt, prevent fraud and to manage your accounts or insurance policies; or
- check your identity to prevent money laundering, unless you provide satisfactory proof of identification.

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 said 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.

We may pass your personal information to our approved suppliers so that we can send correspondence to you.

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. phone or fax numbers, or e-mail addresses).

We and our approved suppliers 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 by phone, post or e-mail for these purposes. If you would prefer this not to happen, 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 allow our business partners 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.

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.

Your contract with CPP

You have a contract with CPP which is separate from your contract with us whereby CPP introduces you to us and acts as insurance agent in connection with the making of your contract for the Policy. If you take up the Policy you are obliged to pay CPP the Fee in consideration of its agency services. You have a separate contract with us for underwriting the Policy for which you pay the Premium. This means that you will have made contracts with both CPP and Homecare. 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

Cover is only available to residents of the United Kingdom who are over the age of 18 years and operate a Business. Cover under the Policy is applicable to the person whose name appears on the Certificate of Insurance only. The Policy is nontransferable.

Cooling-off periods

Remember that you have a right to cancel your Policy. If you decide to cancel within 14 days of the Start Date or Renewal Date please call us on 0845 121 3913 and we will cancel your Policy right away and refund the payment you have made.

Please note that if you choose to cancel your Policy outside of the cooling-off period 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 0845 121 3913. Or you can write to the Complaints Manager at:

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

We will do our best to answer your query within five working days. If we cannot reply 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 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 up with us.

Claims

If you need to make a claim please call us on 0845 121 3913. Please also remember that claims for legal expenses must have received our prior approval before being incurred.

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

- requests or demands from the providers of finance or credit for the repayment of debt;
- copies of receipts proving any expenses you may have incurred (for example, mail receipts or phone bills); requests or demands from suppliers of goods or services to your Business arising from Identity Theft
- 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;

Failure to provide the requested supporting documentation may prevent or delay your claim from being processed.

If you are unhappy with a decision we have made regarding a claim you may be entitled to 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

Who regulates us

Homecare and CPP are both 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 telephone 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 all our policyholders, including those with special needs. Our letters and other policy documents are all available in Braille, large text or on audio tape.

You can also contact us through TYPETALK if you need. If you would like to use any of these services, please contact us on 0845 121 3913. We will be happy to help.

Your Policy

Please read these terms and conditions carefully.

This policy sets out the cover that we 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.

CPP have made the arrangements for the sale of this Commercial Identity Protection policy in return for which you pay the Fee. The Policy is administered and managed by Homecare Insurance Limited. All Premiums paid in respect of your Policy are deemed in law to have been paid to Homecare when received by CPP.

A: General Conditions and Exclusions

A1: Conditions

Your Cover depends on you meeting the following conditions:

- a) You must meet all of our terms and conditions. This applies to the 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 full and accurate information in connection with your Cover.
- c) 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 as soon as possible.
- d) You must notify any of your Business customers or suppliers who may have been affected by the Identity Theft as soon as possible.
- e) You must do all you reasonably can to avoid making a Claim and keep your Claims as low as possible.
- f) You must take all reasonable action to prevent continued unauthorised use of your Identity.
- g) You may not make a Claim unless the Price has been paid.
- h) In order to be eligible for cover for lost or stolen passports and driving licences, you must have registered the document numbers with us prior to the loss or theft occurring.

A2: Exclusions and limitations

1. This Policy does not cover:

- a) Identity Theft committed by someone who lives at your home address or employed or involved in the running of your Business; or
- (b) loss of Business revenue arising from the Identity Theft including without limitation, lost business opportunities or damage to your Business reputation or goodwill; or

- c) legal costs that have not been agreed by us before they are incurred by you;
- d) a trademark infringement claim or claim for passing off; or
- e) losses incurred outside the Period of Insurance. However, we will provide you with the benefits detailed under sections B3 to B6 of these terms and conditions in such instances.

2. If your Identity is used abroad unlawfully, or the Identity Theft occurs while you are abroad, the amount of advice we provide may be limited.
3. An excess of £50 will apply to each Claim that you make under section B1 of these terms and conditions.

A3: Length of Policy and Premiums

1. This Policy provides Cover that begins on the Start Date and which continues for a Year up to your Renewal Date in return for the Premium. We will renew the Policy on the Renewal Date unless you contact us before that date and ask us not to.
2. The Price may change from time to time but it will not change for your Policy until the next Renewal Date.
3. You must pay the Price on the date we notify you it is due.

A4: Cancelling this Policy

1. We will cancel your Policy if we do not receive the Price from you 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;
 - b) agreed to help anyone try to take money from us dishonestly; or
 - c) failed to meet the terms and conditions of this Policy or to act openly and honestly towards us.
3. We can cancel your Policy by giving you at least 14 days' written notice at your last known address. If we cancel your Policy under such circumstances, we will refund the amount you have paid for the remaining Period of Insurance.

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 then later discover that your Claim was dishonest, we will take steps to get the money back.

A7: Setting aside terms and conditions

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

A8: Governing law

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

B: Cover and benefits

B1: Identity Theft expenses

In the event of an incident of Identity Theft, we will pay a total of up to £100,000 for the following expenses:

- a) We will pay the Communication Costs you have to pay when you report an Identity Theft to, or when you engage in communication regarding an Identity Theft with, the police, suppliers to your Business, credit agencies, financial service providers, other creditors, debt collection agencies or legal counsel.
- b) We will pay any reasonable 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) We will pay any loan rejection fees and any reapplication administration fees for a loan when your original application for you or your Business is rejected on the basis that the lender received incorrect credit information following an Identity Theft.
- d) We will pay your reasonable legal costs of defending claims from suppliers of goods and/or services to your Business arising from orders placed as a result of Identity Theft.
- e) We will pay reasonable legal costs you have to pay to defend any case brought against you by debt collection agencies or similar.
- f) We will pay reasonable legal costs you have to pay for the removal or deletion of any criminal or civil judgements incorrectly registered against you or your Business or to challenge any information in a personal credit report.
- g) We will pay the reasonable costs of correcting Companies House information in relation to your Business that is required due to Identity Theft.
- h) We will pay the Communication Costs incurred by you with Banks and/or Building societies regarding the closure of accounts relating to your Business opened as a result of Identity Theft.

- We will not pay more than £100,000 for all Claims under this section in each Year.
- We must be informed of, and we must agree to beforehand, any legal costs that we might be liable to pay under this Policy.
- An excess of £50 will be applied to each Claim you make under this section.
- You must provide the documentary evidence that we ask for to support your Claim. If this documentation is not available at the time of your Claim we must be satisfied that such costs were incurred before we pay any benefit.

B2: Passport and Driving Licence 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 emergency replacements whilst you are abroad.

- We will not pay more than £200 for all Claims under this section in each Year.
- You must have registered your passport and/or driving licence with us prior to the loss or theft occurring.
- You must provide original documentary evidence to support your Claim (for example, receipts from the issuing office or from a Consulate).

B3: Personal credit reports

If you request a copy of your personal credit report it will be provided to you on-line from Experian.

- By ordering a copy of your personal credit report you will receive the information that could be taken into consideration by a lender using Experian as a credit reference agency. This will include public information and financial details.
- The personal credit report you shall receive having made a request under this section of your Policy is the statutory personal credit report produced by Experian under Section 7 of the Data Protection Act, 1998.
- 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.
- Due to the nature of the information provided, you acknowledge and agree that the value, accuracy, and/or relevance of the information may diminish after it is delivered. You agree that you may not reproduce, modify or in any way commercially exploit any information contained within your personal credit report including redistributing any such information or removing any copyright or trademark applied to any information or creating a database in electronic or structured manual form by systematically downloading and storing all or any such information.

B4: Personal Credit Report Monitoring

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

1. Addition or deletion 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 personal credit report;
5. Addition or deletion of Notice of Correction
6. The settlement of an account; and
7. A significant balance change on a revolving credit account opened within the last six months

B5: 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.

- Call 0845 121 3913 between the hours of 08:00 and 20:00, 7 days a week.

B6: 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 regaining your Identity. Your caseworker will provide you with your personalised action plan.

B7: 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, at your request, register your personal details with CIFAS to reduce the risk of your Identity being used unlawfully to obtain credit or funds in your name.

B7: Valuable Personal Document Registration

Register your valuable personal document numbers by calling 0845 121 3913 and we will store them securely on your behalf. If you ever lose your valuable documents or need to refer to the document numbers we will make these available to you.

Homecare Insurance Limited and Card Protection Plan Limited are members of the CPP group of companies and are both authorised and regulated by the Financial Services Authority.

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