

Mobile Insurance from O₂ Screen Replacement Cover

What you need to know



O₂

Your O2 Mobile Insurance Policy Covering Accidental Damage

Policy Summary

This is a summary of the cover provided by Your O2 Mobile Insurance Policy covering Accidental Damage. This summary does not contain the full terms and conditions. These can be found in the Policy Terms and Conditions document which includes the defined terms for words which commence with a capital letter in this summary. You should read these documents and keep them safe.

Your policy is underwritten by Telefónica Insurance S.A. UK Branch, 260 Bath Road, Slough, Berkshire, SL1 4DX, registered in the UK under company number FC029774.

Your policy covers You in the event that Your Equipment is Damaged during the Term of Cover. To be eligible for the cover you must be aged 18 or over and resident in the UK at the Start Date.

You may need to review and update the cover periodically to ensure it remains adequate.

Benefits – what You are covered for

- Repairing or replacing Your Equipment in the event of Damage – including water and screen damage;
- Repairing or replacing Your Accessories originally purchased from O2 (up to £300) which are Damaged at the same time as Your Equipment.

Main Exclusions – what You are not covered for

This is not a full list of the exclusions but is only a list of the significant ones. For the full list of exclusions, please see Section [6] of the terms and conditions on Page [4].

Your policy does not provide any cover in respect of Claims which are caused directly or indirectly by any of the following:

- (a) Loss or theft of Your Equipment;
- (b) A second or subsequent claim. The policy only covers one valid claim;
- (c) Damage caused intentionally by someone other than You in relation to which You do not provide Us with a crime reference number (other than where extenuating circumstances prevent You from doing so);
- (d) Damage in circumstances where You have not removed all blocks on Your Equipment, preventing us from being able to access the Equipment and/or assess the Damage;
- (e) You deliberately leaving Your Equipment unattended, unless you can demonstrate to Our reasonable satisfaction that reasonable precautions were taken to protect Your Equipment;
- (f) Your Equipment being faulty or defective in design;
- (g) a malfunction of Your Equipment or the software downloaded to Your Equipment;

- (h) a malfunction of any software, application or other material downloaded to Your Equipment by You or anyone else using Your Equipment with Your permission;
- (i) the effect of any virus, "back door", "time bomb", "Trojan horse", "drop dead device" or malware on Your Equipment;

In addition, You will have no cover for any of the following:

the loss of any data, software, personalised ring tones, graphics, applications or other material downloaded to Your Equipment prior to it being Damaged.

What if You change Your Equipment?

You'll need to call Us if You ever change Your Equipment. Only Your Equipment and accessories registered with O2 are covered.

Duration of the policy

Your policy is for a maximum term of 24 months. It will terminate automatically if You make a valid Claim.

Cancellation

Your rights to cancel this policy:

- You may cancel this policy without penalty by giving Us notice in accordance with section 11 of the terms and conditions that You wish to cancel within 14 days from the date that You receive the full policy documents from Us.
- You may cancel Your policy at any time after the initial 14 day period by giving Us 30 days' notice in accordance with section 11 of the terms and conditions.

Our rights to cancel this policy:

- We may cancel this policy by giving 30 days' notice in accordance with section 13 of the terms and conditions.
- If You change Your tariff or Your airtime agreement with O2 is cancelled or You change Your network or service provider or You have a valid Claim, the policy will then be cancelled automatically.

Making a claim

If You need to make a Claim You must do the following:

- contact the Police to obtain a crime reference number where the Damage is caused intentionally by someone other than You; and
- contact O2 on +44 (0) 344 809 0202 (free of charge from an O2 phone or charged at the national rate from a landline) to inform them of the Damage.

Significant Limitations in relation to Claims

Your right to Claim under the policy is subject to the Claims conditions set out in Section [8] of the terms and conditions.

Complaints

We are dedicated to providing You with a high quality service, and want to maintain this at all times. If You feel that We have not offered You a first class service or You wish to make an enquiry regarding a Claim made on Your policy, please call Us on +44 (0) 344 809 0202 (free of charge from an O2 phone or charged at the national rate from a landline), or write to Us by email at O2customersupport.uk@brightstar.com or by letter addressed to:

O2 Customer Relations Manager, Brightstar Insurance Services BV, Weston Road, Crewe, Cheshire, CW1 6BU clearly stating Your name, address, phone number and policy number.

If You remain dissatisfied with Our response, You can approach the Financial Ombudsman Service (FOS) for assistance.

The FOS website can be found at www.financial-ombudsman.org.uk

The FOS contact details are FOS, Exchange Tower, London E14 9SR.

Phone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

You may also have the option to refer Your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at <http://ec.europa.eu/consumers/odr/>

Financial Services Compensation Scheme (FSCS)

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if We cannot meet Our obligations, depending on the type of insurance and the circumstances of Your Claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, ~~10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU,~~

Your Mobile Insurance Policy Covering Accidental Damage Terms and Conditions

1. Our Agreement with You

This document sets out the detailed terms and conditions of Your O2 Mobile Insurance Policy covering Accidental Damage.

This policy is a contract of insurance between You and Us.

In consideration of You providing to Us Your details as requested when You purchased Your Equipment, We will provide cover, under the terms of this policy, in the event that Your Equipment is Damaged during the term of the policy.

This policy meets the demands and needs of an individual who requires protection against the risks of Damage to Equipment purchased from O2. Please check the terms of this policy carefully to make sure they give You the cover You want. If during the term of the policy You think that You no longer need the cover provided please contact Us immediately.

This policy is underwritten by Telefónica Insurance S.A. UK Branch, 260 Bath Road, Slough, Berkshire, SL1 4DX, registered in the UK under company number FC029774.

Telefónica Insurance S.A. UK Branch is authorised by the Commissariat Aux Assurances in Luxembourg and regulated by the Financial Conduct Authority for the conduct of UK business (FCA reference number 430933).

2. Definitions

In this policy the following words and phrases have the meanings set out below

Airtime Agreement	Your agreement with Telefónica UK Limited (O2) which sets out the terms of the purchase by You of Your Equipment and the provision of airtime by O2 for your Equipment.
Claim	a request by You for any of the entitlements and benefits under this policy.
Damage	physical damage to Your Equipment which is either: caused by an unexpected and unintended incident and/or impact; or caused intentionally by someone other than You that prevents it from working properly, and Damaged shall be construed accordingly.

Equipment	the insured device, identified in Your Welcome Letter by the International Mobile Equipment Identity number (IMEI), excluding accessories.
Manufacturer	The person or entity which first manufactured your Equipment.
Replacement Equipment	the items which We provide to You to replace any Damaged Equipment.
Start Date	The date on which the Term of Cover starts which is the date on which You purchase Your Equipment.
Term of Cover	A maximum period of 24 months, subject to cancellation pursuant to section 11 of this policy.
We/Us/Our	Telefónica Insurance S.A. UK Branch.
Welcome Letter	The letter which We send to You immediately after You purchase this policy.
You/Your	the policyholder named in the Welcome Letter and any person authorised by that person to use the Equipment.

3. Eligibility

You are eligible for cover under this policy if, at the Start Date:

- You are aged 18 or over; and
- You are resident in the UK.

4. Details of Your cover

Section A – Cover for Damage

If Your Equipment is Damaged during the Term of Cover, We will at Our discretion either:

- (a) Repair Your Equipment; or
- (b) Replace Your Equipment with a product of the same or a similar specification, as determined by Us. Replacement Equipment might be a different colour or model from a different manufacturer. It may be new, re-furbished, re-manufactured or re-packaged by a repair centre approved by Us.

If You make a valid Claim, We will provide You with Replacement Equipment. Wherever possible We will replace Your Equipment with a model of a similar specification – this might be a different colour or 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 of similar specification.

Section B – Accessory Cover

If You have a valid Claim for Damage under Section 4A and We repair or replace Your Equipment, We will also repair or replace any accessories which were Damaged in the same incident, provided:

- they were originally purchased from O2 and You have proof of purchase; and
- their total retail value does not exceed £300; and
- You make Your Claim in respect of Your accessories at the same time as Your Claim in respect of Your Equipment.

5. Term of Cover

The Term of cover commences on the Start Date and continues for the Term of Cover.

Your policy will continue in force, in accordance with the terms and conditions set out in this policy until 24 months from the Start Date unless:

- You cancel this policy in accordance with section 11 in which case the Term of Cover will cease at the end of the period of notice which You are obliged to give to us;
- We cancel this policy in accordance with section 11 in which case the Term of Cover will cease at the end of the period of notice which We are obliged to give to you;
- the policy terminates automatically because You change Your tariff or Your airtime agreement with O2 is cancelled or You change Your network or service provider, or You make a valid Claim in which case Your entitlements and benefits under Your policy will end immediately, without notice.

6. Exclusions

We will not provide any cover in respect of Claims which are caused directly or indirectly by any of the following:

- (a) Loss or theft of Your Equipment;
- (b) A second Claim;
- (c) Damage caused intentionally by someone other than You in relation to which You do not provide Us with a crime reference number (other than where extenuating circumstances prevent You from doing so);
- (d) Damage where You have not removed all blocks on Your Equipment, preventing us from being able to access the Equipment and/or assess the damage;
- (e) You deliberately leaving Your Equipment unattended, unless you can demonstrate to Our reasonable satisfaction that reasonable precautions were taken to protect Your Equipment;
- (f) Your Equipment being faulty or defective in design;
- (g) a malfunction of Your Equipment or the software downloaded to Your Equipment which is covered by a Manufacturer's Warranty;
- (h) a malfunction of any software, application or other material downloaded to Your Equipment by You or anyone else using Your Equipment with Your permission;
- (i) the effect of any virus, "back door", "time bomb", "Trojan horse", "drop dead device" or malware on Your Equipment;
- (j) confiscation of Your Equipment by any government or public authority;
- (k) any matter for which You have previously tried unsuccessfully to Claim under this policy;
- (l) routine servicing, maintenance or inspection of Your Equipment;
- (m) adjustment to or alteration of Your Equipment;
- (n) cleaning or restoring Your Equipment;
- (o) repairs to Your Equipment;
- (p) war, invasion, act of foreign enemy, hostilities, civil war, terrorism, rebellion, revolution or military or usurped power;
- (q) normal wear and tear or deterioration, depreciation, rusting or oxidation, atmospheric or climatic conditions.

In addition, You will have no cover for any of the following:

- the loss of any data, software, personalised ring tones, graphics, applications or other material downloaded to Your Equipment prior to it being Damaged.

7. Making a Claim

If You need to make a Claim You must do the following:

(a) Claim for Damage

- contact the Police to obtain a crime reference number where the Damage is caused intentionally by someone other than You; and
- contact O2 on +44 (0) 344 809 0202 (free of charge from an O2 phone or charged at the national rate from a landline) to inform them of the Damage. They will transfer Your call to Our claims handlers so that You can notify us of Your Claim. This call will be free of charge from an O2 phone or charged at the national rate from a landline).
- You should inform the call handler at this stage if You are also Claiming in respect of Damage to Accessories.

8. Claims Conditions

Your right to Claim under this policy is subject to the following conditions:

- Damaged Equipment and Damaged accessories must be returned to Us and must include the IMEI and serial number panel.
- You must provide Us with all information, documentation and assistance reasonably required by Us to validate and handle Your Claim. You agree that We shall be entitled to contact O2 to confirm details of Your Equipment.
- Your Equipment has not been used for any criminal purpose.
- You must remove all locks, security features, pin codes, software applications from any claimed-for device that prevent us from being able to use the device for its intended purpose, assess the damage or fault or to allow us to return it to its original factory settings. If you fail to do this, or you do not return the claimed-for device, we may charge you for the full replacement costs of the claimed-for device.

9. How We will deal with Your Claim

When We are notified of Your Claim We may decide to require You to complete a Claim Form in order to provide us with all the detail we need to assess Your Claim. We will send this to You and You will need to complete it and send it back to Us within 30 days from the day on which You received it. We will be entitled to request any further evidence reasonably required by Us to validate the information You provide to us.

In certain circumstances We may arrange to collect Your Equipment at a time convenient for You in order to inspect the device and determine whether You have a valid Claim.

When We are satisfied You have a valid Claim We will contact You, via the preferred method of contact You provided Us with when notifying Your Claim, to arrange repair or replacement.

In circumstances where We have decided to repair Your Equipment (and, where relevant, accessories) We will arrange for Your Equipment and accessories to be collected at an agreed time unless they have previously been collected.

The Equipment (and, where relevant, accessories) will be repaired by Us and returned to You.

We will be responsible for collection, repair and delivery costs only.

You may incur a delivery and administration charge if You are not able to take delivery at the arranged time and place You agreed.

In circumstances where We have decided to replace Your Equipment (and, where relevant, accessories) We will arrange to:

- send Replacement Equipment and accessories to You;
- where the Claim is for Damage collect the Damaged Equipment and accessories from You unless they have previously been collected; and
- collect the Damaged Equipment and accessories from You unless they have previously been collected.

You may incur a delivery and administration charge if You are not able to take delivery at the arranged time and place You agreed.

If You request collection from or delivery to a location outside the UK, it may take longer. Delivery to war zones or countries with political restrictions may not always be possible.

At Our discretion, We may require that Your Replacement Equipment or repaired Equipment is delivered to the address which is stated on Your Welcome Letter.

Damaged Equipment and accessories and faulty Replacement Equipment which have been replaced become Our property.

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 of similar specification as determined by Us.

In circumstances where You are not satisfied with Your Replacement Equipment because of a fault and You return it to Us, if We cannot find any fault with it, You shall be liable to Us for any additional collection, assessment and/or delivery costs incurred in returning and/or redelivering Your Replacement Equipment.

10. General Conditions

(a) Care of Your Equipment

You must:

- take reasonable precautions to protect Your Equipment and accessories against Damage; and
- use and maintain Your Equipment in accordance with the manufacturer's instructions.

(b) Airtime Agreements

You are responsible at all times for all costs associated with keeping Your Equipment fully operational including line rental, prepaid vouchers and call costs payable pursuant to Your Airtime Agreement.

(c) Information Provided

You must take reasonable care to ensure that the information provided to Us when You take out Your policy is complete and accurate and that no facts are misrepresented to Us. If any fact is misrepresented to Us or if You fail to answer a question in full, or fail to provide the requested information to Us, this could invalidate Your insurance cover and could mean that part or all of Your Claim may not be paid. Your policy is void at Our discretion in the event of a misrepresentation by You which is deliberate or reckless.

(d) Fraudulent Claims

If You make a fraudulent Claim, We will not be liable to pay the Claim, We will be entitled to recover any sums paid to You in respect of the Claim, and We may by giving You notice treat this policy as having been terminated with effect from the time of the fraudulent act.

(e) Subrogation

When We have settled Your Claim, We shall be entitled to take proceedings at Our own expense and for Our own benefit but in Your name to recover any payment We have made for replacing or repairing Your Equipment and accessories.

11. Cancellation

Your rights to cancel this policy:

- You may cancel this policy without penalty by giving Us notice in accordance with section 13 that You wish to cancel within 14 days from the date that You receive the full policy documents from Us.
- You may cancel Your policy at any time after the initial 14 day period by giving Us 30 days' notice in accordance with section 13.

Our rights to cancel this policy:

- We may cancel this policy at any time where there is a valid reason for doing so by giving 30 days' notice in accordance with section 13. Valid reasons may include but are not limited to: serious or repeated breach by You of these policy terms and conditions; where We reasonably suspect fraud; where We are required to do so because of any legal or regulatory requirements; or You display threatening or abusive behaviour towards any person providing service under Your policy.

Automatic cancellation:

This policy will be cancelled automatically and You will receive no notice if:

- You change Your tariff or Your airtime agreement with O2 is cancelled or You change Your network or service provider;
- You make a valid claim.

12. Changes to terms and conditions

We may alter the terms and conditions of Your policy at any time where there is a valid reason for doing so by giving You no less than 45 days' notice in accordance with section 13. Valid reasons may include but are not limited to: Our reasonable response to any changes or anticipated changes: (i) to any legal or regulatory requirements or codes of practice; (ii) to respond to a decision of a court, ombudsman or regulator; (iii) to our costs, including administrative costs, costs involved in providing services or facilities; (iii) in technology; or to correct any mistakes in the way Your policy is drafted or to change the drafting to make Your policy fairer or clearer.

13. Notices

Notices that We wish to serve on You will be sent by post, email or SMS text message using the details You provide to Us when purchasing Your Equipment and as updated by You during the Term of Cover.

If You wish to serve a notice on Us this can be done by:

- post to: O2 Insure, Brightstar Insurance Services, Weston Road, Crewe, CW1 6BU;
- email to: O2customersupport.uk@brightstar.com; or
- phone on: +44 (0) 344 809 0202 (free of charge from an O2 phone or charged at the national rate from a landline).

14. Confidentiality

We won't pass any details about You, Your Equipment or accessories to any third party except Our appointed agents and any claims administrator appointed by Us without Your permission. This is with the exception of when We are required to do so by law or in connection with investigating or preventing fraud, deception or illegality. Please note that in order to assist the police to reduce phone crime, We may pass information about Your Claim on to the police or other relevant authorities or agencies to support the detection, prevention and identification of fraud.

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 staff. It may also be used for training purposes and for the detection and prevention of fraud, deception or illegality.

15. How We use Your personal data (as defined in the Data Protection Act 1998)

We will use the information supplied during the formation and performance of Your policy for policy administration, customer services, paying Claims and fraud prevention. We may also contact You to inform You about new products and services we are offering.

We will keep the information about You which we hold for a reasonable period or as required by law, 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. If You contact Us, We may keep a record of that correspondence or details of any conversation We may have with You. Calls may be recorded.

We may use information supplied by You in searches with credit reference agencies which may result in the agencies recording details of the search and whether or not the application for the specific product proceeds. We may also receive information about You from such credit reference agencies and may use it to assess Your Claim. This information may be linked with other information which is provided to Us and/or the credit reference agencies, about You and those with whom You are linked financially. The information we hold about You may be made available to other organisations to make decisions about the provision and administration of credit, insurance and other financial services to You and Your financial associates. It may also be accessed by fraud and law enforcement agencies.

We may transfer certain information to countries that do not provide the same level of data protection as the UK for the above purposes. Where We do so, We will ensure that similar standards are applied to the processing of the personal data as apply in the UK.

If You are providing Us with personal or sensitive data about third parties other than You, both during the formation and performance of Your policy, please ensure that those third parties consent to the supply of this information to Us for processing this data, including sensitive personal data, for the above purposes.

16. Fraud Prevention

If false or inaccurate information is provided to Us by You and We suspect or identify fraud, details may be passed to fraud prevention agencies and may be recorded by Us or by them. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example: when reviewing applications for products from Us; or when taking steps to recover payments due to Us inside or outside the UK.

17. Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if We cannot meet Our obligations, depending on the type of insurance and the circumstances of Your Claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, ~~10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU~~.

18. Complaint Procedures

We are dedicated to providing You with a high quality service, and want to maintain this at all times. If You feel that We have not offered You a first class service or You wish to make an enquiry regarding a Claim made on Your policy, please call Us on +44 (0) 344 809 0202 (free of charge from an O2 phone or charged at the national rate from a landline), or write to Us by email at O2customersupport.uk@brightstar.com or by letter addressed to:

O2 Customer Relations Manager, Brightstar Insurance Services BV, Weston Road, Crewe, Cheshire, CW1 6BU clearly stating Your name, address, phone number and policy number.

If You remain dissatisfied with Our response, You can approach the Financial Ombudsman Service (FOS) for assistance.

The FOS website can be found at www.financial-ombudsman.org.uk

The FOS contact details are FOS, Exchange Tower, London E14 9SR.

Phone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

You may also have the option to refer Your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at <http://ec.europa.eu/consumers/odr/>

Nothing in these terms and conditions, including referral to the Financial Ombudsman Service, affects Your right to take legal proceedings.

19. Law & Language

This policy shall be governed and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute. All communication of and in connection with Your policy shall be in the English language.

A dynamic splash of water against a blue gradient background. The water is captured in mid-air, with numerous bubbles and droplets of varying sizes. A large, prominent droplet is visible in the center-right, reflecting light. The overall composition is energetic and fresh.

O2.co.uk

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