

Mobile Insurance from O₂ Damage and Breakdown Cover

What you need to know



O₂

Welcome to O₂



Contents

<u>We've got it covered</u>	<u>2</u>
<u>What to do if your Equipment is Damaged or Faulty</u>	<u>4</u>
<u>Your O₂ Mobile Insurance Policy - Terms & Conditions</u>	<u>5</u>

We've got it covered

Welcome to Your O₂ Mobile Insurance Policy. Here's where We quickly summarise the key points of Your policy. Then on page 5 You'll find all the important terms and conditions – please read these and keep this booklet safe.

As a consumer, You have legal rights in relation to goods that are faulty or not as described. If Your phone is faulty, You might be entitled to one of the following remedies from the manufacturer under the terms of a product warranty or the supplier of Your phone pursuant to Your legal rights as a consumer: a free of charge repair or replacement, or a full or partial refund.

For further details on these rights, please visit the Citizens Advice website www.citizensadvice.org.uk/consumer/common-problems-with-products/faulty-goods/if-the-goods-you-bought-are-faulty/ or call 03454 04 05 06.

Nothing in this insurance will affect Your legal rights. This policy provides protection in addition to, and not instead of, Your legal rights.

Should Your Equipment be faulty, You will have to exhaust the rights You have against the manufacturer (but not the supplier) before You can claim under this policy.

Things to note

- Your Policy covers You for Damage and Hardware Breakdown which is not covered by the Manufacturer's Warranty
- Your policy is for 24 months, if You change Your tariff or Your airtime agreement with O₂ is cancelled or You change Your network or service provider, Your entitlement under Your policy will end immediately, without notice
- Your policy covers Damage to Your Equipment and accessories (up to £300) purchased from O₂
- Your policy is underwritten by Telefónica Insurance S.A. UK Branch
- In the event of a successful Claim, We will, at Our discretion, either repair or replace Your Equipment. If replaced, it will be a model of a similar specification
- We may request You complete a Claim Form or provide additional information in order to progress Your Claim. Failure to do so may result in Your Claim being delayed

More about Your policy

Benefits – what You are covered for

- Accidental and Malicious Damage – including water and screen damage
- Hardware Breakdown which is not covered by the Manufacturer's Warranty
- Worldwide cover (includes free international delivery)
- Up to £300 worth of Accessory cover - Damage only

Main Exclusions – what You are not covered for

See full list on Page 7

Your policy does not cover:

- Loss or theft of Your Equipment
- Damage arising from an incident that is not reported to Us within 14 days of discovery (other than where extenuating circumstances prevent You from doing so)
- Faults that are not reported to Us within 14 days of You first noticing the fault (other than where extenuating circumstances prevent You from doing so)
- Malicious Damage in relation to which You do not provide Us with a crime reference number within 14 days of discovery (other than where extenuating circumstances prevent You from doing so)
- Damage or Hardware Breakdown 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
- Cost of repair or replacement where covered by the relevant Manufacturer's Warranty

Excess

In the event of a successful Claim there is a £55 Excess payable by You. This means You will need to pay a contribution to proceed with Your Claim and either receive Replacement Equipment or have Your Equipment repaired.

What if You change Your Equipment?

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

What to do if Your Equipment is Damaged or Faulty

You must contact O₂ on +44 (0) 344 809 0202 (free of charge from an O₂ phone or charged at the standard UK rate) and, where required, the relevant authorities within 14 days of Your Equipment being discovered Damaged or Faulty (other than where extenuating circumstances prevent You from doing so). See full details below.

If Your Equipment is:

Maliciously Damaged

Step 1: Contact the Police to obtain a crime reference number

Step 2: Call O₂ within 14 days of discovery to submit Your Claim

Accidentally Damaged

Step 1: Call O₂ within 14 days of discovery to submit Your Claim

Faulty

Step 1: Check to see if Your Equipment is still covered by the Manufacturer's Warranty

Step 2: If Your Equipment is not covered by the Manufacturer's Warranty, call O₂ within 14 days of first noticing the Fault to submit Your Claim

We may request You to complete a Claim Form or provide additional information in order to progress Your Claim. Failure to do so may result in Your Claim being delayed.

Please ensure all blocks are removed from Your Equipment prior to Us arranging collection, this includes any personal pin lock or operator specific security system blocks. Failure to do so may result in Your Claim being delayed or Your Equipment being returned pending the block being removed.

Getting Tough on Crime

At O₂, We're committed to working closely with the Police to ensure that criminals do not benefit from their crimes. To prevent and detect fraud, We may share data with various organisations and involve external agencies of Our choice.

1. Your O₂ Mobile Insurance Policy – Terms & Conditions

You'll find everything You need to know about Your policy right here.

Your policy is underwritten by Telefónica Insurance S.A. UK Branch, 260 Bath Road, Slough, Berkshire, SL1 4DX, registered in UK No.FC029774, whose main business is general insurance. Telefónica Insurance S.A. UK Branch is authorised by Commissariat Aux Assurances in Luxembourg and regulated by the Financial Conduct Authority for the conduct of UK business.

What all the phrases mean:

Accidental Damage

Damage caused to Your Equipment due to a specific incident and/or external impact which prevents it from operating correctly, other than as a result of Malicious Damage or deliberate damage caused by You or Damage arising out of Your negligent behaviour.

Claim

A request by You for any of the entitlements and benefits under Your policy.

Damage/Damaged

Accidental Damage and/or Malicious Damage.

Equipment

The insured device, identified via the International Mobile Equipment Identity number (IMEI).

Excess

The amount payable by You towards each successful Claim.

Faulty/Faults

Your Equipment not operating correctly as detailed in the Manufacturer's specifications due to a Hardware Breakdown.

Hardware Breakdown

Your Equipment failing to operate as detailed in the Manufacturer's specifications due to a fault in the hardware, excluding Damage. Hardware Breakdown includes battery depletion of 50 per cent or more from original specification.

Malicious Damage

Damage deliberately caused to Your Equipment by someone other than You.

Manufacturer

The person or entity which first manufactured your Equipment.

Manufacturer's Warranty

Any warranty given to You by the Manufacturer in respect of Hardware Breakdown, whether express or implied.

Period of Cover

The Period of Cover is 24 months.

Replacement Equipment

Replacement Equipment that may be new, re-furnished, re-manufactured or re-packaged by a repair centre approved by Us.

Re-manufactured, re-furnished and re-packaged Equipment comes with the remainder of Your Equipment's Manufacturer's Warranty in place (up to 12 months). If Your Manufacturer's Warranty had less than 90 days left then the replacement still comes with a minimum of 90 days.

You/Your/You'll

This refers to the customer whose name appears on the airtime application form and any person authorised by that customer to use Your Equipment.

We/Us/Our

Telefónica Insurance S.A. UK Branch.

2. What You're entitled to with Mobile Insurance from O₂

In return for the premium paid to Us on Your behalf by O₂ you are entitled to the following cover:

Section a – Damage or Faulty

If Your Equipment is Damaged or Faulty during the Period of Cover, We, subject to the terms, conditions and exclusions below will at Our discretion either:

1. Repair Your Equipment
2. Replace Your Equipment with a product of similar specification

It is a condition of cover under this section of the policy that You must first ascertain whether the fault is covered under the Manufacturer's Warranty and cover will only be provided where it is not covered under the Manufacturer's Warranty.

Section b – Replacement Equipment

If You make a successful 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 c – Accessory Cover

If You make a successful Damage Claim and We replace Your Equipment, We will also replace any accessories which were Damaged in the same incident, which were purchased from O2, up to a total retail value of £300. This is on condition that You make Your Claim for accessories at the same time and You have proof of purchase.

3. Exclusions

Your policy doesn't cover You for the following:

- a. Loss or theft of Your Equipment
- b. Damage resulting from an incident that is not reported to Us within 14 days of discovery (other than where extenuating circumstances prevent You from doing so)
- c. Faults that are not reported to Us within 14 days of You first noticing the fault (other than where extenuating circumstances prevent You from doing so)
- d. Malicious Damage in relation to which You do not provide Us with a crime reference number within 14 days of discovery (other than where extenuating circumstances prevent You from doing so)
- e. 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
- f. Cost of repair or replacement where covered by the relevant Manufacturer's Warranty
- g. A Claim previously unsuccessful under this policy
- h. Costs incurred in Your Equipment being routinely serviced, inspected, adjusted or cleaned
- i. Any costs for repairing or replacing aerials, batteries or chargers where these items are the only part of Your Equipment Damaged
- j. Any costs for repairing or replacing aerials or chargers where these items are the only part of Your Equipment which are Faulty
- k. Any Damage as a consequence of war, invasion, act of foreign enemy, hostilities, civil war, terrorism, rebellion, revolution or military or usurped power
- l. Any Damage as a consequence of confiscation by any government or public authority
- m. Loss of data or software or costs of replacing any personalised ring tones, graphics, downloaded material or applications
- n. Normal wear and tear or deterioration, depreciation, rusting or oxidation of Your Equipment, caused by atmospheric or climatic conditions
- o. Damage to Your Equipment resulting from alterations, maintenance including cleaning and restoring

4. Excess

In the event of a successful Claim there is a £55 Excess payable. This is the amount You will need to pay to proceed with Your Claim and either receive Replacement Equipment or have Your Equipment repaired.

The amount of any Excess will either be added to Your airtime bill or collected upon Your Claim being accepted by another appropriate method decided by Us.

5. Term of Cover

Cover starts immediately when You purchase Your Equipment and continues for the Period of Cover.

If You change Your tariff or Your airtime agreement with O₂ is cancelled or You change Your network or service provider, Your entitlements and benefits under Your policy will end immediately, without notice.

6. Cancellation

You can cancel Your policy within 14 days from the date that You receive full policy documents without penalty.

Both You and Us can cancel Your policy at any time after the initial 14 day period by giving 30 days' notice.

In the event of Us changing the terms of Your policy, You will always have the right to cancel before the changes become effective.

7. Age and residence

You must be at least 18 years of age at time of Your policy inception and a UK resident.

8. Where You are covered

You are protected against Damage and Hardware Breakdown outside of the Manufacturer's Warranty anywhere in the world.

9. Replacement delivery address

If Your Claim is accepted, We will deliver Your Replacement Equipment to Your requested location worldwide. If You request delivery outside of the UK, it may take longer. Delivery to war zones or countries with political restrictions may not always be possible.

In specific circumstances, We may specify that Your Replacement Equipment is delivered to Your registered address.

10. Making a Claim

a. Malicious Damage

Where Your Equipment has been Maliciously Damaged, You must contact O₂ to make a Claim on +44 (0) 344 809 0202 (free of charge from an O₂ phone or charged at the standard UK rate) within 14 days (other than where extenuating circumstances prevent You from doing so), ensuring You have contacted the Police to obtain a crime reference number.

b. Accidental Damage

Where Your Equipment has been Accidentally Damaged, You must contact O₂ to make a claim on +44 (0) 344 809 0202 (free of charge from an O₂ phone or charged at the standard UK rate) within 14 days (other than where extenuating circumstances prevent You from doing so).

c. Hardware Breakdown

Where Your Equipment is Faulty, You must first ascertain whether the fault will be dealt with by the Manufacturer under the terms of its Warranty. In circumstances where the Hardware Breakdown is not covered by the Manufacturer's Warranty You must contact O₂ to make a claim on +44 (0) 344 809 0202 (free of charge from an O₂ phone or charged at the standard UK rate), within 14 days (other than where extenuating circumstances prevent You from doing so).

If We request that You need to fill in a Claim form, We will send You one which You need to complete and send back to Us within 30 days. We may choose to validate the information You have provided as part of the assessment of Your Claim.

We can take proceedings at Our own expense and for Our own benefit but in Your name to recover any payment We've made for replacing Your Equipment and accessories. We are also entitled to receive all necessary information, documentation and assistance from You.

Please ensure all blocks are removed from Your Equipment prior to Us arranging collection, this includes any personal pin lock or operator specific security system blocks. Failure to do so may result in Your Claim being delayed or Your Damaged / Faulty Equipment being returned pending the block being removed.

If We return Your Damaged / Faulty Equipment due to You failing to remove any blocks which prevent Us from being able to access Your Equipment and/or assess the damage / fault, You shall be liable to Us for any additional collection, assessment and/or delivery costs incurred as a result of returning and/or redelivering Your Replacement Equipment.

11. Settling Your Claim

In the event of a successful Claim, if We have decided to repair rather than replace, We'll 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.

If You are not satisfied with Your Replacement Equipment, You return it to us and We cannot find any fault with Your Replacement Equipment, You shall be liable to Us for any additional collection, assessment and/or delivery costs incurred as a result of returning and/or redelivering Your Replacement Equipment.

12. Your Damaged/Faulty Equipment

If We replace Your Equipment or accessories, the originals become Our property and You will need to return them to Us. Your Equipment must include the IMEI and serial number panel. Damaged chargers and/or other accessories will only be replaced if You are able to return the damaged items back to Us. If You fail to return Your original Equipment We will charge You for the cost of the Replacement Equipment.

13. Your responsibilities

a. Duty of Care

You should take reasonable precautions to protect Your Equipment against 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 insurance and trying to protect Your Equipment from these risks.

b. Airtime Agreements

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

c. Information Provided

You must take reasonable care to ensure the information provided to Us when You take out Your policy and throughout the life of Your policy 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 insurance cover and could mean that part or all of Your Claim may not be paid.

d. Deception, Fraud and Illegal Use

Your policy is void at Our discretion in the event of misrepresentation, deception or non-disclosure. If You make a fraudulent Claim, Your entitlements and benefits under Your policy 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.

14. Changes to terms and conditions

We may alter the terms and conditions of Your policy 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.

15. Confidentiality

We won't share 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 share 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.

16. Data Protection

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 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. 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 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 foregoing information 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.

17. Fraud Prevention

If false or inaccurate information is provided to Us by You and We suspect or identify fraud, details may be shared with 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. We, and other organisations both inside and outside the UK may access and use information recorded by fraud prevention agencies and other external organisations.

18. Demands and Needs

Your policy meets the demands and needs of an individual who wishes to purchase protection against the risks of Damage to Equipment and Faulty Equipment purchased from O₂.

19. General Information

Your policy is underwritten by Telefónica Insurance S.A. UK Branch, 260 Bath Road, Slough, Berkshire, SL1 4DX, registered in UK No. FC029774, whose main business is general insurance. Telefónica Insurance S.A. UK Branch is authorised by Commissariat Aux Assurances in Luxembourg and regulated by the Financial Conduct Authority for the conduct of UK business. It has appointed O2 as its agent. Your policy is administered by ACE European Group Ltd (which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Conduct Authority number 202803), and includes Claims handling, the distributions of policy terms and arranging the purchase or the renewal of an insurance policy. Full details can be found on the Financial Services Register at www.fca.org.uk or by contacting the Financial Conduct Authority on 0800111 6768.

20. 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.

21. 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 O₂ on +44 (0) 344 809 0202 (free of charge from an O₂ phone or charged at the standard UK rate), 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 customer account number.

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

Address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone:

0800 023 4567 (calls to this number are now free on mobile phones and landlines)

0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs)

+44 20 7964 0500 when calling from outside of the UK

Email:

complaint.info@financial-ombudsman.org.uk

Website:

www.financial-ombudsman.org.uk

Making a complaint does not affect your right to take legal action.

22. Law & Language

Your 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.



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