

Mobile Insurance from O₂ Accidental Loss and Theft Cover

What You need to know



O₂

Welcome to O₂



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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.

Things to note

- Your Policy covers You for Accidental Loss and Theft only
- Unless You've chosen to pay Your premium for 12 months in advance, Your policy automatically renews every month
- Your policy covers Accidental Loss and Theft of Your Equipment and accessories (up to £300) purchased from O₂
- Your policy is underwritten by Telefónica Insurance S.A. UK Branch
- 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
- In the event of a successful Claim, We will replace Your Equipment with 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 Loss
- Theft
- Worldwide cover (includes free international delivery)
- Up to £300 worth of accessory cover

Main Exclusions – what You are not covered for

See full list on Page 7

Your policy does not cover:

- Accidental or malicious damage to Your Equipment
- Accidental Loss or Theft of Your Equipment if deliberately left away from Your person, unless reasonable precautions were taken
- Accidental Loss or Theft that is not reported to Us within 14 days of discovery (other than where extenuating circumstances prevent You from doing so)
- Theft 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)

Excess

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

	Excess
Theft Claims	£55
First Accidental Loss Claim	£55
Subsequent Accidental Loss Claims	£110

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 Accidentally Lost or Stolen

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 (i.e. Police, Transport for London) within 14 days of Your Equipment being discovered Lost or Stolen (other than where extenuating circumstances prevent You from doing so). See full details below.

If Your Equipment is:

Stolen

Step 1: Call O₂ to bar Your Equipment

Step 2: Contact the Police to obtain a crime reference number

Step 3: Call O₂ within 14 days of discovery to submit Your Claim

Accidentally Lost

Step 1: Call O₂ to bar Your Equipment

Step 2: Contact the Police or relevant authority (i.e. Transport for London) to obtain a loss reference number, where possible

Step 3: Call O₂ within 14 days of discovery 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.

Getting Tough on Crime

At O₂, We're committed to working closely with the Police to ensure that phone thieves 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

We are pleased You have chosen Mobile Insurance from O₂. 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 Loss / Lost

Where:

- a. You have accidentally or unintentionally left Your Equipment in any location and it has then disappeared; or
- b. Your Equipment is in a known location, but You are not reasonably able to retrieve it; or
- c. Your Equipment has disappeared and You are not sure how

Claim

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

Equipment

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

Excess

The amount payable by You towards each successful Claim.

Period of Cover

Where You have opted to pay the Premium monthly, provided Your payments are up-to-date, the Period of Cover is one calendar month. If You have paid Your annual Premium in advance, the Period of Cover is 12 months. The maximum period of cover is 24 months for Your Equipment.

Premium

The amount You agree to pay Us in return for the entitlements and benefits of the cover.

Replacement Equipment

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

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

Theft or Stolen

A known or unknown person taking Your Equipment without Your permission with the intention of permanently depriving You of it.

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 payment of the premium by You, You are entitled to the following cover:

Section a – Replacement Equipment

If You make a successful Claim during the Period of Cover, We, subject to the terms, conditions and exclusions below 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 make a successful Claim and We replace Your Equipment, We will also replace any accessories which were Accidentally Lost or Stolen 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. Accidental or malicious damage to Your Equipment
- b. Loss or Theft of Your Equipment deliberately left away from Your person, unless reasonable precautions were taken to protect Your Equipment
- c. Accidental Loss or Theft that is not reported to Us within 14 days of discovery (other than where extenuating circumstances prevent You from doing so)
- d. Theft 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. A Claim previously unsuccessful under this policy
- f. Theft of Your Equipment from a vehicle unless locked and forced entry to the vehicle is evident and reasonable care has been taken to conceal Your Equipment in a glove box or in the car boot. We will require proof that the vehicle has been forcefully entered
- g. Theft from any property not accompanied by evidence of forced entry or exit
- h. Any costs for calls, texts or data downloads made after Your Equipment was Accidentally Lost or Stolen
- i. Confiscation by any government or public authority
- j. Accidental Loss or Theft as a consequence of war, invasion, act of foreign enemy, hostilities, civil war, terrorism, rebellion, revolution or military or usurped power
- k. Loss of data or software or costs of replacing any personalised ring tones, graphics, downloaded material or applications

4. Excess

In the event of a successful Claim there is an Excess payable by You. This is the amount You will need to pay to proceed with Your Claim and receive Replacement Equipment.

	Excess
Theft Claims	£55
First Accidental Loss Claim	£55
Subsequent Accidental Loss Claims	£110

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 take out Your policy and continues for the Period of Cover.

Where You have opted to pay Your Premium monthly, the renewal is automatic, subject to Your continued payment of the Premium providing there is no break in the Period of Cover.

Where You have opted to pay the Premium monthly, 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.

Where You have opted to pay monthly, Your policy is subject to a maximum of 23 renewals. If You pay annually in advance You may only renew Your policy once.

The terms and conditions of Your renewed policy are the same as the original unless We advise You otherwise.

6. Cancellation

You can cancel Your policy within 14 days from the date that You receive full policy documents without penalty and We will refund any Premium paid providing You haven't made a Claim within this time.

Both You and Us can cancel Your policy at any time after the initial 14 day period by giving 30 days' notice. We will refund the amount for the unexpired Period of Cover following receipt of Your notice of cancellation.

Non-payment of the Premium will result in Your account being suspended with no ability to make a Claim. We may at Our discretion reinstate Your cover upon the payment by You of any outstanding Premium within two months of the original payment date. In the event that the Premium is not fully paid for two consecutive monthly payments Your policy will be cancelled and all benefits will end immediately. We're under no obligation to tell You if We haven't received payment.

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 Accidental Loss and Theft 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. Theft

Where Your Equipment has been Stolen, You must contact O₂ to bar Your Equipment and 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 Loss

Where Your Equipment has been Accidentally Lost, You must contact O₂ to bar Your Equipment and 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), where possible having contacted the relevant authority (i.e. Transport for London) to obtain a loss reference number.

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.

11. Settling Your Claim

In the event of a successful Claim, We'll be responsible for replacing Your Equipment 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 Equipment

If We replace Your Equipment or accessories, the originals become Our property. In the event that Your Equipment is found after a successful Claim, You will need to return them to Us.

13. Your responsibilities

a. Duty of Care

You should take reasonable precautions to protect Your Equipment against Loss or Theft. 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, prepay vouchers and call costs.

c. Information Provided

You must take reasonable care to ensure that 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 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.

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 Accidental or Malicious Damage to 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 website 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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