

# Mobile Insurance from O<sub>2</sub> Accidental Loss and Theft Cover

What you need to know



O<sub>2</sub>

# Your O2 Mobile Insurance Policy Covering Accidental Loss and Theft

## Policy Summary

This is a summary of the cover provided by Your O2 Mobile Insurance Policy. 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 Accidentally Lost or Stolen 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

- replacing Your Equipment in the event of Accidental Loss or Theft anywhere in the world.
- replacing Your Accessories (up to £300) originally purchased from O2 which are Accidentally Lost or Stolen 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) You deliberately leaving Your Equipment unattended, unless you can demonstrate to Our reasonable satisfaction that reasonable precautions were taken to protect Your Equipment;
- (b) Your Equipment being left in an unattended vehicle unless You can demonstrate to Our reasonable satisfaction that (i) the vehicle was locked, (ii) You had taken reasonable care to conceal Your Equipment within the vehicle and (iii) there was forced entry to the vehicle;
- (c) Theft from any property unless You can demonstrate to Our reasonable satisfaction that there was forced entry to the property or the Theft had taken place despite You taking reasonable precautions to protect Your Equipment.

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

- the cost of any calls, texts or data downloads made after Your Equipment was Accidentally Lost or Stolen;
- the loss of any data, software, personalised ring tones, graphics, applications or other material downloaded to Your Equipment prior to it being Accidentally Lost or Stolen.

## Duration of the policy

The initial Term of Cover is the period between the Start Date and the date on which You make the first payment of Premium. The subsequent Term of Cover will be the calendar month from the date of the first payment of Premium. Thereafter, Your policy is a monthly renewable contract, renewing on each monthly anniversary of the first payment of Premium.

Your policy will continue in force, subject to You continuing to pay Premium, in accordance with the terms and conditions set out in this policy until 24 months from the Start Date unless terminated in one of the circumstances set out in section 5 of the terms and conditions.

## Price

The Premium amount is set out in the Welcome Letter that we will send to You and is payable monthly at the same time as Your payment in respect of Your Airtime Agreement.

## Cancellation

Your rights to cancel this policy:

- You may cancel this policy without penalty by giving Us notice in accordance with section 14 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. We will refund any Premium You have already paid provided You haven't made a Claim within this time.
- You may cancel Your policy at any time after the initial 14 day period by giving Us 30 days' notice in accordance with section 14 of the terms and conditions. We will refund the amount of Premium You have already paid for the part of the Term of Cover after the date of cancellation.

Our rights to cancel this policy:

- We may cancel this policy by giving 30 days' notice in accordance with section 14 of the terms and conditions. We will refund the amount of Premium You have already paid for the part of the Term of Cover after the date of cancellation.

## Making a claim

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

### (a) Claim for Accidental Loss

Where Your Equipment is Accidentally Lost, You must within 14 days of the Accidental Loss:

- Obtain a Loss Reference Number from a relevant authority such as the Police or Transport for London; 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 Accidental Loss.

### (b) Claim for Theft

Where Your Equipment has been Stolen, You must within 14 days of the Theft:

- contact the Police to obtain a crime reference number; 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 Theft.

## 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](mailto: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](http://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](mailto: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](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

# Your Mobile Insurance Policy Covering Accidental Loss and Theft Terms and Conditions

## 1. Our Agreement with You

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

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

In return for You paying the Premium, We will provide cover, under the terms of this policy, in the event that Your Equipment is Accidentally Lost or Stolen during the term of the policy.

This policy meets the demands and needs of an individual who wishes to purchase protection against the risks of Accidental Loss to and Theft of 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

|                          |   |
|--------------------------|---|
| <b>Accidental Loss</b>   | loss of Your Equipment in one of the following circumstances:<br><ul style="list-style-type: none"><li>a. You have unintentionally left Your Equipment in any location and it has then disappeared;</li><li>b. Your Equipment is in a known location, but You are not reasonably able to retrieve it;</li><li>c. Your Equipment has disappeared and You are not sure how</li></ul> and <b>Accidentally Lost</b> shall be construed accordingly. |
| <b>Airtime Agreement</b> | 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.   |
| <b>Claim</b>             | a request by You for any of the entitlements and benefits under this policy.  |

|                              |  |
|------------------------------|--|
| <b>Equipment</b>             | <p>either:</p> <p>(i) the insured device, identified in Your Welcome Letter by the International Mobile Equipment Identity number (IMEI), excluding accessories; or</p> <p>(ii) following a valid Claim under this policy the Replacement Equipment, identified by the International Mobile Equipment Identity number (IMEI), recorded on Our system and included in the covering letter We send to You with Your Replacement Equipment.</p> |
| <b>Excess</b>                | the amount payable by You towards each valid Claim.  |
| <b>Premium</b>               | the amount You must pay Us in return for the entitlements and benefits of the cover as stated in Your Welcome Letter.  |
| <b>Replacement Equipment</b> | the items which We provide to You to replace any Accidentally Lost or Stolen Equipment.  |
| <b>Start Date</b>            | The date on which the Term of Cover starts which is the date stated in the Welcome Letter.   |
| <b>Stolen</b>                | taken from You in the circumstances set out in the definition of Theft.  |
| <b>Theft</b>                 | your Equipment being taken without Your permission by a third party who intends to permanently deprive You of Your Equipment.  |
| <b>Term of Cover</b>         | the term for which this policy is valid pursuant to the terms of section 5 of this policy.   |
| <b>We/Us/Our</b>             | Telefónica Insurance S.A. UK Branch.   |
| <b>Welcome Letter</b>        | The letter which We send to You immediately after You purchase this policy.  |
| <b>You/Your</b>              | 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 Accidental Loss and Theft

If Your Equipment is Accidentally Lost, or Stolen anywhere in the world during the Term of Cover, We will 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-furnished, re-manufactured or re-packaged by a repair centre approved by Us.

### Section B – Accessory Cover

If You have a valid Claim under Section 4A and We repair or replace Your Equipment, We will also replace any accessories which were Accidentally Lost or Stolen 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 and Payment of Premium

The Term of cover commences on the Start Date.

The initial Term of Cover is the period between the Start Date and the date on which You make the first payment of Premium.

The subsequent Term of Cover will be the calendar month from the date of the first payment of Premium.

Thereafter, Your policy is a monthly renewable contract, renewing on each monthly anniversary of the first payment of Premium.

Your policy will continue in force, subject to You continuing to pay Premium, 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 12 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 12 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;
- Your Airtime Agreement with O2 is cancelled in which case the Term of Cover will cease on the date Your Airtime Agreement is cancelled; or
- You fail to make a Premium payment in which case the Term of Cover will cease at the end of the monthly Term of Cover in respect of which You have paid Premium.

Your first payment of Premium will be collected together with Your first payment in respect of Your Airtime Agreement and on the date stipulated for payment of the amount due under Your Airtime Agreement.

Subsequent payments of Premium will be collected from You in the same way.

You have an obligation to ensure that Your Premium is kept up to date to ensure continuation of cover.

We may, at Our discretion, reinstate Your cover following a non-payment of Premium provided (i) that You have missed no more than two payments of Premium (ii) all outstanding Premium is paid within three calendar months of the last payment of Premium and (iii) You confirm there have been no incidents during the period for which there has been no cover in place which would give rise to a Claim under this policy.

## 6. Exclusions

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

- (a) You deliberately leaving Your Equipment unattended, unless you can demonstrate to Our reasonable satisfaction that reasonable precautions were taken to protect Your Equipment;
- (b) Your Equipment being left in an unattended vehicle unless You can demonstrate to Our reasonable satisfaction that (i) the vehicle was locked, (ii) You had taken reasonable care to conceal Your Equipment within the vehicle and (iii) there was forced entry to the vehicle;
- (c) Theft from any property unless You can demonstrate to Our reasonable satisfaction that there was forced entry to the property or the Theft had taken place despite You taking reasonable precautions to protect Your Equipment;
- (d) confiscation of Your Equipment by any government or public authority;
- (e) any matter for which You have previously tried unsuccessfully to Claim under this policy;
- (f) war, invasion, act of foreign enemy, hostilities, civil war, terrorism, rebellion, revolution or military or usurped power;

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

- the cost of any calls, texts or data downloads made after Your Equipment was Accidentally Lost or Stolen;
- the loss of any data, software, personalised ring tones, graphics, applications or other material downloaded to Your Equipment prior to it being Accidentally Lost or Stolen.

## 7. Making a Claim

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

### (a) Claim for Accidental Loss

Where Your Equipment is Accidentally Lost, You must:

- Obtain a Loss Reference Number from a relevant authority such as the Police or Transport for London; 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 Accidental Loss. They will place a bar on Your Equipment preventing any further use and 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).

### (b) Claim for Theft

Where Your Equipment has been Stolen, You must:

- contact the Police to obtain a crime reference number; 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 Theft. They will place a bar on Your Equipment and 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).

## 8. Claims Conditions

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

- You must provide Us with all information, documentation and assistance reasonably required by Us to validate and handle to 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.

## 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 or Accidental Loss Declaration 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.

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 replacement.

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.

If You request 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 is delivered to the address which is stated on Your Welcome Letter.

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.

## **10. General Conditions**

### **(a) Care of Your Equipment**

You must take reasonable precautions to protect Your Equipment and accessories against Accidental Loss and Theft.

### **(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) Recovered Equipment**

If Your Accidentally Lost or Stolen Equipment is found or returned to You after a valid Claim, You are required to contact Us to arrange for Your Equipment to be returned to Us. We will provide You with instructions for returning Your original Equipment when You contact Us. If You fail to return Your original Equipment to Us You may be charged for the cost of the Replacement Equipment.

### **(f) Subrogation**

When We have settled Your Claim, We shall be entitled 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. Excess

In the event of a valid Claim there is an Excess charge payable by You.

|                 |     |     |
|-----------------|-----|-----|
| Monthly premium | £5  | £7  |
| Excess          | £55 | £75 |

The amount of any Excess will either be added to the amount payable under Your Airtime Agreement or collected upon Your Claim being accepted by another appropriate method decided by Us.

## 12. Cancellation

Your rights to cancel this policy:

- You may cancel this policy without penalty by giving Us notice in accordance with section 14 that You wish to cancel within 14 days from the date that You receive the full policy documents from Us. We will refund any Premium You have already paid provided You haven't made a Claim within this time.
- You may cancel Your policy at any time after the initial 14 day period by giving Us 30 days' notice in accordance with section 14. We will refund the amount of Premium You have already paid for the part of the Term of Cover after the date of cancellation.

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 14. Valid reasons may include but are not limited to: serious or repeated breach by You of these policy terms and conditions; non-payment of Premium; 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. We will refund the amount of Premium You have already paid for the part of the Term of Cover after the date of cancellation.

Automatic cancellation:

- This policy will be cancelled automatically and You will receive no notice if You move to a tariff that is not eligible for Free Screen Replacement offer or Your airtime agreement with O2 is cancelled or You change Your network or service provider.
- You fail to make a Premium payment in which case the Term of Cover will cease at the end of the monthly Term of Cover in respect of which You have paid Premium.

## 13. 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 14. 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.

## 14. 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 policy 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](mailto: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).

## 15. 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.

## 16. 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.

## 17. 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.

## 18. 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](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

## 19. 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](mailto: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](http://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](mailto:complaint.info@financial-ombudsman.org.uk)

If You purchased Your policy online 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.

## 20. 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, with numerous bubbles and droplets of varying sizes. The water is captured in mid-air, creating a sense of movement and freshness. The background transitions from a lighter blue at the bottom to a darker blue at the top.

# O2.co.uk

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