

# O<sub>2</sub> Insure - Full Cover

What you need to know



O<sub>2</sub>

# Your O2 Insure Full Cover Policy Summary

This is a summary of the cover provided by Your O2 Insure Full Cover 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, Stolen or Damaged during the term of the policy. 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 Accidental Loss, Theft or Damage anywhere in the world.
- Repairing or replacing Your accessories originally purchased from O2 which are Accidentally Lost, Stolen or Damaged at the same time as Your Equipment.
- Additional cover for faulty Replacement Equipment, equivalent to the manufacturer's warranty on 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 Policy Terms and Conditions on Page [8].

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 faulty or defective in design;
- (c) a malfunction of Your Equipment or the software downloaded to Your Equipment which is covered by a guarantee or warranty provided by the manufacturer of Your Equipment;
- (d) a malfunction of any software, application or other material downloaded to Your Equipment by You or anyone else using Your Equipment with Your permission;
- (e) the effect of any virus, "back door", "time bomb", "Trojan horse", "drop dead device" or malware on Your Equipment;
- (f) Your Equipment being left in an unattended vehicle unless You can demonstrate to Our reasonable satisfaction that (i) the vehicle was locked, (ii) You took reasonable care to conceal Your Equipment within the vehicle and (iii) there was forced entry to the vehicle;

- (g) Theft from any property unless You can demonstrate to Our reasonable satisfaction that there was forced entry to the property or the Theft took 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 Accidental Loss of any data, software, personalised ring tones, graphics, applications or other material downloaded to Your Equipment prior to it being Accidentally Lost, Stolen or Damaged.

## 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 the Premium. The subsequent Term of Cover will be the calendar month from the date of the first payment of the Premium. Thereafter, Your policy is a monthly renewable contract, renewing on each monthly anniversary of the first payment of the Premium.

Your policy will continue in force, subject to You continuing to pay the Premium, in accordance with the terms and conditions set out in this policy until five years 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 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 the 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 the 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.

## (c) Claim for Damage

Where Your Equipment is Damaged, You must within 14 days of the 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.

## (d) Claim for faulty Replacement Equipment

Where Your Replacement Equipment is faulty, You must within 14 days of first noticing the fault:

- 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 fault.

## 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 4 567

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/>

## 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, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

# Your O2 Insure Full Cover Policy - Terms and Conditions

## 1. Our Agreement with You

This document sets out the detailed terms and conditions of Your O2 Insure Full Cover 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, Stolen or Damaged 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, Theft, and Damage to Equipment purchased from O2, and who does not have Equipment covered under another insurance policy. 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

<p><b>Accidental Loss</b></p>	<p>loss of Your Equipment in one of the following circumstances:</p> <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> <p>and <b>Accidentally Lost</b> shall be construed accordingly.</p>
<p><b>Airtime Agreement</b></p>	<p>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.</p>
<p><b>Claim</b></p>	<p>a request by You for any of the entitlements and benefits under this policy.</p>

<b>Damage</b>	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 <b>Damaged</b> shall be construed accordingly.
<b>Exchange Service</b>	Our service whereby we exchange Your Damaged Equipment for Replacement Equipment and, if applicable, accessories at the place pre-arranged with you.
<b>Equipment</b>	either: (i) the insured device or smart watch, identified in Your Welcome Letter by the International Mobile Equipment Identity number (IMEI), excluding accessories; or (ii) following a successful 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.
<b>Excess</b>	the amount payable by You towards each successful 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, Stolen or Damaged 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, Theft and Damage

If Your Equipment is Accidentally Lost, Stolen or Damaged anywhere in the world 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; or
- (c) In the case of Damage We may give You the option to pay a higher Excess for the Exchange Service on the same terms as (b) above. Details of the higher Excess can be found at section 11.

### Section B – Accessory Cover

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

We will replace Your accessories with a product of the same or a similar specification, as determined by Us. This 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.

### Section C – Additional Cover for Faulty Replacement Equipment

If Your Replacement Equipment has been re-manufactured or re-furbished and proves to be faulty within the period for which Your Equipment would have been covered by the manufacturer's warranty We will, at Our discretion either:

- (a) Repair Your Replacement Equipment; or
- (b) Replace Your Replacement Equipment with a product of the same or a similar specification, as determined by Us. This 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.

The Additional Cover under this section C will last for a minimum period of 90 days and a maximum period which is equivalent to the remainder of Your Equipment's original warranty, up to 24 months from the date We send Your Replacement Equipment to You.

The exclusion set out at Clause 6(b) does not apply in respect of cover under section C.

Where a Claim is made under this section C no Excess will be payable.

## 5. Term of Cover and Payment of the 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 the Premium.

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

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

Your policy will continue in force, subject to You continuing to pay the Premium, in accordance with the terms and conditions set out in this policy until five years 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 the Premium.

Your first payment of the 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 the 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 the Premium provided (i) that You have missed no more than two payments of the Premium (ii) all outstanding Premium is paid within three calendar months of the last payment of the 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 faulty or defective in design;
- (c) a malfunction of Your Equipment or the software downloaded to Your Equipment which is covered by a guarantee or warranty provided by the manufacturer of Your Equipment;
- (d) a malfunction of any software, application or other material downloaded to Your Equipment by You or anyone else using Your Equipment with Your permission;
- (e) the effect of any virus, "back door", "time bomb", "Trojan horse", "drop dead device" or malware on Your Equipment;
- (f) 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;
- (g) 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;
- (h) confiscation of Your Equipment by any government or public authority;
- (i) any matter for which You have previously tried unsuccessfully to Claim under this policy;
- (j) routine servicing, maintenance or inspection of Your Equipment;
- (k) adjustment to or alteration of Your Equipment;
- (l) cleaning or restoring Your Equipment;
- (m) repairs to Your Equipment;
- (n) war, invasion, act of foreign enemy, hostilities, civil war, terrorism, rebellion, revolution or military or usurped power;
- (o) 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 cost of any calls, texts or data downloads made after Your Equipment was Accidentally Lost or Stolen.
- the Accidental Loss of any data, software, personalised ring tones, graphics, applications or other material downloaded to Your Equipment prior to it being Accidentally Lost, Stolen or Damaged.

## 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 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. 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 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. 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).

## **(c) Claim for Damage**

Where Your Equipment is Damaged, You must within 14 days of the 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).

## **(d) Claim for faulty Replacement Equipment**

Where Your Replacement Equipment is faulty, You must within 14 days of first noticing the fault:

- 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 fault. 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).

# **8. Claims Conditions**

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

- Damaged Equipment, Damaged accessories and faulty Replacement Equipment must be returned to Us and must include the IMEI and serial number panel. If You fail to return Equipment We will charge You for the cost of any Replacement Equipment We provide.
- all blocks must be removed from Your Equipment prior to collection by Us. This includes any personal pin locks or operator specific security system blocks, including Find My iPhone and any pairing settings for connected devices or smart watches. Failure to do so will result in Your Claim being delayed and/or Your Equipment being returned to You. If You opt for the Exchange Service and 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.
- If We return Your Equipment, due to You failing to remove any blocks which prevent Us from being able to use the handset for its intended purpose, access the Equipment and/or assess the Damage or fault, You shall be liable to Us for any Replacement Equipment and/or any additional collection, assessment and/or delivery costs incurred as a result of returning and/or redelivering/collecting Your Damaged Equipment.
- 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.

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; and
- where the Claim is for Damage or faulty Replacement Equipment, collect the Damaged Equipment and accessories or faulty Replacement Equipment 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. The Exchange Service is not available outside the UK.

The Exchange service applies to valid claims submitted before 7pm on a weekday and excludes Sundays and public holidays. The Exchange service is not available in Northern Ireland or selected postcodes in Scotland, Highlands, Guernsey, Isle of Man, and Scilly Isles.

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 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.

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, Theft and 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, prepay 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 or we reasonably suspect fraud, 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 successful 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 successful Claim We will not cover the Excess which must be paid by You.

Monthly Premium	£6.00	£8.50	£10.00	£12.50	£15.00
Excess	£10.00	£20.00	£30.00	£40.00	£60.00
Excess for Theft Accidental Loss and Damage with Exchange Service	£25.00	£45.00	£60.00	£70.00	£90.00

For smart watch claims the following excess charges apply:

Monthly Premium	£6.00
Excess for Damage	£30.00
Excess for Accidental Loss and Theft	£40.00

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.

## 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 General Data Protection Regulations)

We may collect the following personal information supplied by You during the formation and performance of Your policy:

- (a) Your name and contact details;
- (b) Information in relation to Your policy;
- (c) Information about any claims You make under Your policy;
- (d) Information on the device covered under Your policy;
- (e) Feedback on the services We provide to You; and
- (f) Records of any correspondence or details of any conversation between You and Us.

You can choose whether or not to provide the above information but if You decide not to, We will be unable to provide the services as set out under Your policy.

We will use the information supplied during the formation and performance of Your policy for policy administration, customer services, Claims management and fraud prevention. We also use the information supplied by You (where necessary) to pursue our legitimate purposes including statistical analysis, monitoring and improving our offerings and customer experience and service, risk evaluation and management and compliance with our legal obligations under the applicable law.

We may collect and use personal information about You from third parties, for example, We will receive Your name, contact information, customer number and policy information from Your mobile carrier (through whom You have procured this insurance product) to enable Us to administer and perform Your policy with Us.

In connection with the above purposes, We may share Your personal information with other group companies and Our partner companies and agencies, (such as Chubb European Group Limited and Brightstar Insurance Services BV) and their sub-contractors who help Us administer Your policy.

We will keep the information about You which We hold for such period of time as required and permitted 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.

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.

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 public authorities and fraud and law enforcement agencies in order for Us to comply with Our legal and regulatory obligations.

We may transfer Your personal data to countries outside the European Economic Area. Where We do so, We will ensure that similar standards of protection is afforded to it. This can be done in a number of different ways, for example:

- (a) only transferring Your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission;
- (b) using specific contracts approved by the European Commission with recipients giving personal data the same protection it has in Europe;
- (c) if We are transferring personal data to the US, ensuring the recipient is a part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US.
- (d) You may request for information about any international transfers of personal data by Us outside the European Economic Area by contacting Us using the details below.

We may contact You by post, mobile, phone, text or email to let You know about important changes to the services which We are providing, to obtain Your views on Our services and relevant offers and marketing information. You can change how We get in touch with You and what We may contact You about at any time You like using the following details: **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).

You have a number of legal rights in relation to the information We hold about You including a right of notice, access, data-portability, rectification, restriction of processing, erasure, and an objection right. You may exercise these rights at any time by submitting Your request in writing to the Data Protection Officer, Telefónica UK Limited, Correspondence Department, PO BOX 694, Winchester, SO23 5AP or by sending an email to **privacy.telefonicainsurance@telefonica.com**. Please note that the rights are not absolute and are subject to the limitations of local applicable law. You may address a complaint or any questions relating to the processing of Your personal information by Us at the above-mentioned contact details. You also have the right to make a complaint to the Information Commissioner's Office on 0303 123 1113 or <https://ico.org.uk/concerns/> if You think any of Your rights have been infringed by Us.

## 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, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

## 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 4 567

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.





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