

# ORANGE CARE GENERAL TERMS AND CONDITIONS (with effect from 1 May 2009)

## INTRODUCTION TO ORANGE CARE

"Orange Care" is a package of benefits available to owners of Orange approved and Orange branded phones. There are two parts to the package:-

- (1) **The Insurance** - the first part is insurance cover provided by Allianz Insurance plc (the "Insurer") which, in summary, **covers against theft of, loss of or damage to a phone**, subject to the detailed terms and conditions set out below.  
Orange arranges this insurance on behalf of the Insurer. Orange also collects the insurance premiums and handles claims on behalf of the Insurer. Where You have Orange Care for more than one phone, each phone is the subject of a separate contract of insurance with the Insurer.
- (2) **The Warranty** - the second part is a warranty product provided by Orange itself which, in summary, provides **cover against defects in a phone caused by faulty materials or workmanship**, subject to the detailed terms and conditions set out below. This warranty is additional to, and does not affect, the legal rights that an Orange customer may have under the general law against the retailer of the phone or under any separate warranty offered by the manufacturer of the phone.

An administration fee may be payable in respect of successful claims under Orange Care - see numbered paragraphs 5.11 and 9.6 and 9.7. Details will be set out in Your "Confirmation of Insurance Cover" document.

<i>Calling from</i>	Consumers	Small Business	Business Services
<i>Orange phone</i>	150	345	158
<i>any other phone</i>	07973 100 150	07973 100 345	07973 100 158

## CUSTOMER SERVICE NUMBERS

### GENERAL

Orange Care only applies to approved and Orange branded phones. If You change Your phone it is Your responsibility to check that it can still be covered by Orange Care. Orange Care is not available on SIM only connections.

To check whether Your Service Plan includes Orange Care or to purchase Orange Care as an optional extra, please call Your Customer Service Number.

Competitors' insurance products are not offered under the Orange Value Promise ("OVP"). Orange Care is not included in any OVP Plan, but OVP customers can purchase Orange Care as an optional extra by calling 150 from Your Orange phone or 07973 100 150 from any other phone. Orange reserves the right to move each phone on an OVP Plan to a separate account and to bill You separately for each phone.

Orange Care is not available in relation to any second line activated on Your Orange phone. Orange Care is subject to these terms and conditions. These terms and conditions shall supersede and take precedence over any previous terms and conditions with respect to Orange Care. These terms and conditions do not cover network services. Orange Network service is subject to Your Orange Network Terms.

### DURATION OF COVER & PAYMENT TERMS

Numbered paragraphs 1 to 7, 10, 11 and 12 below will apply to the provision of the Insurance element of Orange Care. Numbered paragraphs 1, 8, 9, 10, 11 and 12 will apply to the provision of the Warranty element of Orange Care.

#### Free or inclusive Orange Care

Where Your Service Plan provides free or inclusive Orange Care the Insurance and Warranty will come into force when You register the phone on the Orange network.

Unless terminated or cancelled under numbered paragraphs 2.5, 6.2, 6.3 or 6.5 below and as long as You remain connected to the relevant Service Plan, the Insurance and Warranty cover will continue to be provided for each month of the inclusive cover period. At the end of any free or inclusive cover period, if You remain connected to the Orange Network, whether under an existing Service Plan or after a Service Plan expires, then, unless You instruct us to cancel Your Orange Care it will continue as Optional Orange Care at the applicable monthly premiums. Orange will notify You of this prior to charging and give You the opportunity to cancel Your Orange Care at the time.

#### Optional Orange Care

Where Your Service Plan does not include Orange Care and You purchase, or receive Orange Care as an optional extra,

the Insurance and Warranty cover will come into force on the day that You call to request cover or 24 hours after Orange receives Your written request for Orange Care. Optional Orange Care will have a **minimum duration of four months** unless terminated under paragraph 6.4 below, subject to the terms and conditions below. This does not affect the Insurers' or Orange's rights to cancel under the terms of this policy. After the minimum period, Orange Care will continue unless terminated or cancelled under paragraphs 2.5, 6.2, 6.3 or 6.5.

Your Confirmation of Insurance Cover will be sent to You within seven working days of the day on which cover becomes effective. Where applicable, premiums will be invoiced monthly by Orange on behalf of the Insurer on Your Orange account and must be paid along with Your Orange charges.

### **Pay As You Go Service Plan**

Orange Care is no longer available on pay as you go. If You are a pay as you go customer whose cover is coming to an end, or if You want to discuss insuring Your pay as you go phone please call 450 to discuss Your insurance needs. If You currently have Orange Care You don't need to worry – Your Orange Care will remain valid for the period agreed under the Orange Care General Terms and Conditions previously supplied.

## **1. INTERPRETATION AND DEFINITIONS**

**Authorised User** means

- a) You; and
- b) Your spouse/partner members of Your immediate family and domestic staff all of whom normally reside at Your address and Your Employees who use the Insured Property with Your permission; and
- c) where You are not an Orange Business Customer, other users notified to Orange by You and authorised by Orange;
- d) where You are an Orange Business Customer
  - (i) Employees of Your business notified to Orange by You and authorised by Orange.
  - (ii) Employees of Your business who use the Phone with the permission of an Employee who has been notified by You and authorised by Orange.
  - (iii) Third parties and their Employees contracted to carry out work for You and to whom You would normally expect to provide a Phone for that work.

**Employee(s)** means any person who is

- a) under a contract of service or apprenticeship with You;
- b) borrowed by or hired to You;
- c) a labour master or supplied by a labour master;
- d) employed by labour only sub-contractors;
- e) self-employed;
- f) under a work experience or training scheme;
- g) regarded as being in Your employment under the terms of any contract or agreement;
- h) a voluntary helper while working under Your control in connection with the business;
- i) an outworker or homeworker when engaged in work on Your behalf.

**HSBC** means HSBC Insurance Brokers Limited of Bishops Court, 27 – 33 Artillery Lane, London, E1 7LP registered no. 149013. HSBC is authorised and regulated by the Financial Services Authority.

**Minimum Connection Period** means the minimum period for which each Phone must remain connected to the Network as described in Your Orange Business Contract, or as determined by Your Service Plan or as otherwise agreed with Orange.

**Orange** means Orange Personal Communications Services Limited of St James Court, Great Park Road, Almondsbury Park, Bradley Stoke, Bristol, BS32 4QJ, registered no. 2178917.

**Orange Business Contract** means an Orange contract or Service Plan for the supply of one or more Phones designed for business customers.

**Orange Business Customer** means a business customer who is party to an Orange Business Contract, or a business Service Plan, or a consumer Service Plan but who is accepted by Orange as a business customer.

**Orange Network Terms** means Orange's standard network terms for the supply of Orange network services which are stated (as appropriate) at the back of Your Orange Phone user guide; or in Your Customer Information Form ("CIF") – Business/Small Business CIF, Orange Business Services Customer Agreement or Orange Business Services Master Agreement.

**Phone** means a mobile telephone or device approved by Orange for connection to its network consisting of a handset standard battery travel charger SIM card and where part of a standard package the memory card subject to clause 3.12 and other equipment as part of a standard package and agreed by the Insurer

- a) originally sold or supplied or provided by way of upgrade by Orange and/or their agents or
- b) originally sold or provided by way of upgrade by others provided that the Phone is connected to the Orange Network in Your name.

A Phone does not include accessories such as wrist straps carry cases or styluses which are not integral to or connected to the device and the like and shall not be defined so as to include a SIM Only connection. For the avoidance of any doubt, Orange Care is not available on SIM Only connections. For the avoidance of doubt, Orange Care shall only apply to Your most recently upgraded Phone.

**Service Plan** means a bundle of airtime and supplementary services offered by Orange to customers at agreed charges.

**The Insurer** means Allianz Insurance plc trading as Allianz Engineering, at Haslemere Road, Liphook, Hampshire, GU30 7UN, United Kingdom. Allianz Insurance plc, registered office number 84638: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance plc is authorised and regulated by the Financial Services Authority.

**Upgrade** means replacing a Phone in use with another Phone (as defined).

**You, Your** means the person in whose name a Phone is registered and connected to the Orange network, or Orange Business Customer who has entered into an Orange Business Contract.

## 2. PAY MONTHLY INSURANCE TERMS

- 2.1. The Insurance covers Your Phone for theft loss or damage anywhere in the World.
- 2.2. You will not be able to claim unless:
  - 2.2.1. at the time of loss theft or damage the Phone was in the possession of an Authorised User or in the possession of a third party in the presence of the Authorised User, and with the Authorised User's consent;
  - 2.2.2. Your Phone is registered and connected to the Orange network in Your name.
- 2.3. Your Phone will be insured while:
  - 2.3.1. You have an Orange Service Plan or Orange Business Contract which is inclusive of Orange Care; or
  - 2.3.2. You have purchased Orange Care as an optional extra.
- 2.4. The Insurance will continue from the date it first came into force and will be unaffected by the provision of a replacement phone under the terms of the Insurance.
- 2.5. Unless otherwise cancelled or terminated under these Orange Care General Terms and Conditions, the Insurance will terminate if a period of 60 months has elapsed from the date the Insurance first came into force.

## 3. EXCLUSIONS

Your Phone will not be repaired or replaced where loss, damage or theft is caused by or consists of:

- 3.1. **Wear and Tear**  
normal wear and tear rusting or oxidisation atmospheric or climatic conditions or other deterioration due to normal use or exposure;
- 3.2. **Manufacturer's Guarantee or Warranty**  
damage which is covered under a manufacturer's guarantee or warranty or is the subject of a manufacturer's recall of faulty products;
- 3.3. **Wilful Act or Neglect**  
any wilful act neglect or failure to take reasonable care either by an Authorised User or carried out at the direction or instigation of an Authorised User;
- 3.4. **Loss of or Unauthorised Use of the Phone**  
any loss suffered as a result of not being able to use the Phone or any loss other than the Insured repair or replacement cost of the Phone;
- 3.5. **Network Service**  
breakdown or interruption of the network service;
- 3.6. **Maintenance or Faulty Workmanship**  
damage during any testing repairing adjusting servicing or maintenance operation or caused by improper or unauthorised repair maintenance or modification;
- 3.7. **Cosmetic Damage**  
damage which does not impair the normal functions of Your Phone;
- 3.8. **Theft from Motor Vehicles**  
theft of Your Phone from an unattended motor vehicle unless the vehicle is securely locked and the Phone is contained in a glove compartment, boot or similar and is out of sight or the securely locked vehicle is stolen;

- 3.9. **Loss or Theft from a Public Place**  
loss or theft of Your Phone when it has been left unattended in a public place;
- 3.10. **Loss or Theft from Temporary Premises**  
loss or theft of Your Phone from temporary premises is covered only where there is evidence of forcible and violent entry or exit;
- 3.11. **Manufacturer's Instructions**  
disregard of the manufacturer's instructions for operation and care of Your Phone;
- 3.12. **Memory Cards**  
memory cards will not be replaced unless sold as part of a standard package and lost or stolen at the same time as the Phone;
- 3.13. **Confiscation or Detention**  
confiscation or detention of Your Phone by any government body or recognised authority, for example, the Police or HM Revenue & Customs;
- 3.14. **Breakdown**  
loss of or damage to any mobile telephone or device caused by its own breakdown or derangement.

#### 4. GENERAL EXCLUSIONS

The Insurance does not cover:

- 4.1. **Sonic Bangs**  
damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- 4.2. **War and Kindred Risks**  
loss or damage directly or indirectly caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power confiscation nationalisation requisition or destruction of or damage to property by order of the Government or any Public Municipal or Local Authority;
- 4.3. **Radioactive Contamination**  
loss or damage directly or indirectly caused by or contributed to by or arising from:  
a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;  
b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 4.4. **Date Recognition**  
Additional expenditure arising directly or indirectly from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of You or Orange and whether occurring before during or after the year 2000  
a) to correctly recognise any date as its true calendar date;  
b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;  
c) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

#### 5. CLAIMS CONDITIONS

##### WHAT YOU SHOULD DO

- 5.1. **Tell Orange and the Police**  
On the discovery of any occurrence which may give rise to a claim under the Insurance the Authorised User must  
a) For loss or accidental damage  
i) notify Orange as soon as practicable but in any event within 48 hours of discovery of the occurrence by calling Your Customer Service Number.  
ii) if the loss or accidental damage occurs outside the UK it must be reported as soon as reasonably practicable.  
b) For theft, malicious damage or vandalism  
i) notify the Police and Orange within 48 hours of discovery of the occurrence.  
ii) if the loss occurred outside the UK notify the local police authority and Orange as soon as practicable.

- 5.2. **Information that You must provide**  
You must provide the following information to Orange
- i) The crime reference number for claims involving theft malicious damage or vandalism.
  - ii) Full details of how the loss or damage occurred.
  - iii) Any other information or evidence reasonably requested by Orange regarding the loss or damage.
- 5.3. **Co-operation with the Insurer**  
You must at Orange's request and expense take or permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any repair or replacement is made under this Policy.
- 5.4. **Lost/Stolen Phone**
- 5.4.1. You must make a reasonable effort to recover a Phone which has been lost or stolen. If You do not do so a replacement Phone will not be provided. Where possible, lost or stolen Phones should be registered on the National Lost Property website [www.immobilise.com](http://www.immobilise.com).
  - 5.4.2. If You find or recover a Phone that has been reported lost or stolen before a replacement has been issued You must notify Orange immediately. If You do not do so Orange may impose a charge on You on the Insurer's behalf in respect of the cost of the attempt to deliver the replacement (see clause 5.7 Delivery Charges).
- 5.5. **Return of Phone to Orange**
- 5.5.1. Where a replacement has been supplied the original Phone is the Insurer's property and must be returned to Orange.
  - 5.5.2. This applies to
    - i) a lost or stolen Phone which is recovered after a replacement has been supplied;
    - ii) a Phone subject to accidental damage malicious damage or vandalism.
  - 5.5.3. Orange may at its discretion require You to return Your original Phone for examination before a replacement is issued.
  - 5.5.4. You may be charged the recommended retail price for any battery charger or antenna returned to Orange which was not originally supplied with the handset or for any handset which appears to have been deliberately damaged.
- 5.6. **Options for Claims Settlement**
- 5.6.1. All repairs to or replacement of the Phone shall be at the sole discretion of Orange as the Insurer's claims handling agent. If Your Phone is damaged Orange will at their option repair the damage or replace the Phone on behalf of the Insurer. Any repairs must be undertaken by or with consent of Orange and/or their agents.
  - 5.6.2. Replacement of any Phone will be made with an Orange product. The replacement will wherever possible be of the same or similar specification.
  - 5.6.3. A replacement Phone may be from refurbished stock that has been tested and is fully functional.
  - 5.6.4. You are entitled to a replacement Phone or repair of Your original Phone. There is no entitlement to have Your claim settled by payment of money.
- 5.7. **Delivery Charges**
- 5.7.1. Your Insurance includes the cost of delivery of a replacement Phone.
  - 5.7.2. Your Insurance does not include the cost of aborted deliveries, for example, where delivery is aborted because
    - i) You are not available to accept a replacement Phone at a pre agreed time and place or
    - ii) You fail to notify Orange that a Phone reported lost or Stolen has been recovered.
  - 5.7.3. Orange reserves the right to charge You on behalf of the Insurer for the aborted delivery.
- 5.8. **Fraudulent Claims**  
If the Insurer has reason to believe that You have made a fraudulent claim a replacement Phone or repair of Your original Phone will not be provided and this Insurance will be cancelled.
- 5.9. **Lack of Reasonable Care**  
If the Insurer believes that You have not taken reasonable care of Your Phone Your claim may be referred to a Chartered Loss Adjuster in order for them to carry out an investigation into the circumstances of the claim. No replacement or repair will be provided under the terms of this Insurance unless and until the loss adjusters

confirm that Your claim is acceptable.

- 5.10. **Compliance with Insurance Terms**  
A replacement Phone or repair of Your original Phone will not be provided if You have failed to comply with the terms of the Insurance.
- 5.11. **Administration Fee**  
Any claim accepted under the Insurance may be subject to an administration fee charged to Your account in advance of provision of the repair or replacement. Details of the applicable administration fee are set out on Your Confirmation of Insurance Cover.
- 5.12. **Compensation Arrangements**  
You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if the Insurer cannot meet its liabilities. For non compulsory insurance compensation of up to £2000 of the first part of the claim and 90% of the remainder of the claim may be available. Further information is available from the FSCS at [www.FSCS.org.uk](http://www.FSCS.org.uk) or on telephone number 0207 892 7300.

## 6. CONDITIONS

- 6.1. **Assignment**  
You cannot assign or transfer the benefits under the Insurance to anyone else.
- 6.2. **Non Payment of Premium or Other Charges**
- 6.2.1. If You are on Optional Orange Care, Your insurance premium (including insurance premium tax) must be paid monthly. The Insurance will cease immediately if any premium is not paid when it is due unless the non-payment is due to a delay caused by a processing error by a clearing bank.
- 6.2.2. If You have free or inclusive Orange Care, Your account with Orange must be paid up to date in accordance with the Orange Network Terms or other applicable agreement. This Policy will cease immediately if any account with Orange is not paid when it is due unless the non-payment is due to a delay caused by a processing error by a clearing bank or due to a genuine dispute over amounts due on Your account.
- 6.3. **Reasonable Precautions**
- 6.3.1. Any Authorised User must at all times act with due care in looking after the Phone and take all reasonable precautions to safeguard it against loss or damage.
- 6.3.2. Your Insurance will be cancelled by the Insurer if Orange believes that You have persistently failed to comply with this Condition.
- 6.4. **Legal Cancellation Rights**
- 6.4.1. Clause 6.4 only applies to consumers (i.e. individuals acting in a private capacity rather than for business purposes) buying Orange Care through a distance sale (i.e. a sale, such as a telephone or internet sale, that is not made on a face to face basis).
- 6.4.2. You can cancel this Policy within the first 14 days of the start date or receipt of the Confirmation of Insurance Cover, whichever is the later. You will receive a full refund of all premiums paid in connection with the Orange Care Insurance cover and You will have no further obligation to pay any sums in respect of the Orange Care Insurance cover.
- 6.4.3. Any claims which You have made in the meantime will be rejected. If You have made a claim and received a replacement phone or accessories, You will be liable to pay Orange on behalf of the Insurer the full cost of the phone and any accessories provided unless You return the phone and any accessories in the original packaging and in saleable condition at Your own cost, no later than 30 days after the date on which You cancelled the policy.
- 6.4.4. If You do decide to cancel Your Orange Care insurance cover You must do so calling Your Customer Service Number or writing to Product Insurance Orange PCS Ltd, Senhouse Road, Darlington, DL1 4YG. If You do not cancel within this legal cancellation period the Orange Care Insurance cover will continue as defined by these terms.
- 6.5. **Premium Payment, Minimum Term and General Cancellation Rights**
- 6.5.1. Premium payment
- i) Premium for Optional Orange Care is charged one month in advance and included on Your usual monthly bill from Orange.
  - ii) Your first premium payment will also cover the period from the start date of Your Orange Care (detailed on Your Confirmation of Insurance Cover) to Your first bill date in respect of Orange Care.
  - iii) Your bill date is determined by Orange, and falls on the same date each month.

- 6.5.2. Four month minimum term
- i) Unless cancelled under paragraph 6.4, Orange Care is subject to a minimum duration of four months.
  - ii) If You want to cancel Orange Care at the end of the minimum period, You should give notice to Orange before the end of the fourth month of cover.
  - iii) Provided Orange receives Your notice of cancellation before the end of the fourth month of cover, Orange Care will be terminated at the end of the four month minimum term for Orange Care.
  - iv) Where the four month minimum term expires after You have paid the premium for the fifth month, the premium for the fifth month will be rebated on a pro rata basis on Your fifth bill. (Premium rebate may not occur until Your sixth bill if notice is not received in time for processing on Your fifth bill).
- 6.5.3. Cancellation after minimum term
- i) After expiry of the initial four month period, You may cancel Orange Care at any time by giving notice to Orange 10 days or more before Your next bill date under the applicable Service Plan or Orange Business Contract.
  - ii) If Your notice of cancellation is received by Orange less than 10 days prior to the applicable bill date, Orange Care will continue until the next following bill date and You will still have to make one further monthly premium payment.
- 6.6. **Applicable Law**  
English Law will apply to the Insurance and English Courts shall have exclusive jurisdiction in any dispute under the Insurance unless You and the Insurer agree otherwise.
- 6.7. **Variations in Terms and Premium**  
The terms of the Insurance and/or the premium may be varied after the Insurer has given You 90 days notice in writing or in another durable form.
- Your cancellation rights are unaffected.

## 7. COMPLAINTS PROCEDURE

- 7.1. Any complaint You have regarding Your Insurance should be addressed to Orange. Orange will deal with complaints on behalf of the Insurer. Call Your Customer Service Number. Please have Your Orange Account details ready to help deal with Your enquiry speedily. Alternatively You can write to Product Insurance, Orange PCS Ltd, Senhouse Road, Darlington, DL1 4YG.
- 7.2. Orange will always acknowledge receipt of Your complaint within five working days and do their best to resolve the problem within four weeks. If Orange cannot then Orange will let You know when an answer might be expected.
- 7.3. If the matter remains unresolved at the end of eight weeks then Orange will provide You with details of the Financial Ombudsman Service or the appropriate alternative disputes resolution facility.
- 7.4. Using the Insurer's complaints procedure or referral to the Financial Ombudsman Service does not affect Your legal rights.

**IMPORTANT NOTE: Paragraphs 8 and 9 below detail the terms and conditions of the Warranty provided by Orange. The Warranty cover is additional to, and does not affect, the legal rights that You may have under the general law against the retailer of Your phone (which may or may not be Orange) and/or under any separate warranty offered by the manufacturer of Your phone.**

## 8. WARRANTY TERMS AND CONDITIONS - DEFECTIVE MATERIALS OR WORKMANSHIP

- 8.1. If Your Phone (or parts thereof) becomes defective due to faulty materials or workmanship Orange will (at its option) repair or replace it at no charge, other than payment of the administration fee referred to at paragraph 9.6 below, provided that:
- 8.1.1. Your Phone is no more than 36 months old;
  - 8.1.2. it has been used in accordance with the operating instructions;
  - 8.1.3. any repairs which may have been, or are to be undertaken have been arranged by Orange;
  - 8.1.4. You have complied with the foregoing terms and conditions;
  - 8.1.5. the Phone is registered and connected to the Orange network in Your name;
  - 8.1.6. Batteries only have a 6-month warranty;
  - 8.1.7. If You exercise the right to cancel the Insurance set out in paragraph 6.4 above, or if the Insurance is cancelled or terminated for any other reason, the warranty cover provided by Orange under this paragraph 8 will also cease.

## **9. GENERAL**

- 9.1. It is a condition of the Warranty that the replacement of any Phone will only be made with an Orange product. Wherever possible, reasonable efforts will be made to ensure that the replacement phone is of the same or similar specification.
- 9.2. Replacement phones may be supplied from refurbished stock that have been tested and are fully functional.
- 9.3. In the event of a claim You are only entitled to repair or replacement (at the option of Orange) of Your Phone. There is no entitlement to any monetary settlement.
- 9.4. The Warranty period will be unaffected by the replacement of Your Phone and will continue to apply from the date Orange Care first came into force.
- 9.5. Where a replacement phone is issued the original Phone must be returned to Orange.
- 9.6. Any claim accepted will be subject to an administration fee charged to Your account by Orange in advance of any repair or replacement being undertaken. Details of the administration fee are set out on Your Confirmation of Insurance Cover.
- 9.7. The administration fee will not be payable where the defective material or workmanship has been brought to Orange's attention within 6 months of the date of purchase of the Phone.
- 9.8. If You cancel the Insurance under Your rights in paragraph 6.4 and where You have paid an administration fee during the period from the start date to the date of cancellation, Orange will refund that administration fee to You.
- 9.9. The terms of the Warranty may be varied after Orange has given You 90 days notice in writing or in another durable form.

## **10. SWITCHING BETWEEN SERVICE PLANS**

- 10.1. If You switch between Pay Monthly Service Plans both of which include Orange Care then Orange Care will continue unaffected.
- 10.2. If You switch between Pay Monthly Service Plans which do not include Orange Care then any purchased Orange Care would continue unaffected.
- 10.3. At the end of any free or inclusive cover period, if You remain connected to the Orange Network, whether under an existing Service Plan or after a Service Plan expires, then, unless You instruct us to cancel Your Orange Care, or as otherwise agreed, Your Orange Care will continue as Optional Orange Care at the applicable monthly premiums. Orange will notify You of this prior to charging and will give You the opportunity to cancel Your Orange Care at the time.
- 10.4. If You switch to a Service Plan inclusive of Orange Care from one which did not have Orange Care included then You will be covered by Orange Care from the point of switching Service Plans.
- 10.5. If You switch from a Pay Monthly Service Plan to a Pay As You Go Service Plan Orange Care will automatically cease and You will not be entitled to any refund of premiums paid.

## **11. UPGRADING**

- 11.1. If You Upgrade Your Phone and start a new Service Plan then Your entitlement to Orange Care will depend on Your new Service Plan.
- 11.2. For Orange Business Customers, if You Upgrade Your Phone without changing Your Service Plan and:
  - 11.2.1. start a new Minimum Connection Period then Your Orange Care will restart with the new Minimum Connection Period; or
  - 11.2.2. do not restart Your Minimum Connection Period, then Your Orange Care will continue unaffected.

## **12. DATA PROTECTION**

- 12.1. Any personal information provided by You may be held by Orange, HSBC and the Insurer in relation to Your Insurance cover. It may be used by Orange, HSBC or the Insurer's relevant staff in making a decision concerning Your Insurance and administering claims. Information may be passed to loss adjusters and reinsurers for these purposes. This may involve the transfer of Your information to countries which do not have data protection laws.
- 12.2. Under data protection legislation, You can ask us in writing for a copy of certain personal records held about You. A charge may be made.