

# Welcome to Orange Care

At Everything Everywhere we value Our customers, which is why We have put together Orange Care, a package of benefits to protect Your Mobile Device, just in case the unexpected happens.

This document and the Confirmation of Cover must be read together as they form the basis of Your contract with Us. Please keep both documents together in a safe place for future reference.

**Terms and conditions apply to the insurance and the warranty, these are set out below.**

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**For all your Orange Care queries and to make a claim, please use the following numbers:**

Calling From	Consumers	Small Business	Business Services
Orange phone	150	345	158
any other phone	07973 100 150	07973 100 345	07973 100 158

## The Insurance and Warranty

This is Your Orange Care terms and conditions and together with the Confirmation of Cover, forms Your Agreement with the Insurer and Us.

In return for the payment of Your premium, the Insurer will insure Your Mobile Device and We will provide warranty cover under the terms and conditions of this Agreement for an incident during the Period of Cover.

Copies of this document are available in Braille, audio and large print on request.

### Important information

- You can only purchase Orange Care if You are 18 years of age or over and live permanently in the United Kingdom.
- You may change the Mobile Device registered under Orange Care at a later date. Please refer to the section "How to change the Mobile Device on cover" for further details.
- The Mobile Device must be connected to an Orange Service Plan in Your name, but may be used by an Authorised User.
- Where You have Orange Care for more than one Mobile Device, each Mobile Device is subject to a separate Agreement with the Insurer and Us. You cannot claim for the same Mobile Device under 2 separate Orange Care Agreements.
- Cover will be provided whilst You own the Mobile Device connected to Your Orange Service Plan and You live permanently in the United Kingdom. A SIM free Mobile Device is only covered while the Mobile Device purchased as part of the bundle is connected to Your Orange Service Plan.

### Words with special meanings

Some of the words in this Agreement have specific meanings. These are explained below and have the same meaning wherever they appear throughout this Agreement.

Agreement	These Orange Care general terms and conditions between You, the Insurer and Us.
Authorised User	A person authorised by You to use the Mobile Device.
Confirmation of Cover	A document headed 'Confirmation of Cover' that is sent to You after Your purchase of Orange Care. Along with the terms and conditions, this document forms part of Your contract with the Insurer and Everything Everywhere.
Damage	The sudden and unexpected failure of Your Mobile Device caused by accidental Damage or malicious Damage that prevents Your Mobile Device from meeting its designed function.
Excess	The amount payable by You for each successful claim. The amount will vary depending on the type of Mobile Device You are claiming for and the number of claims you have previously made. The amount of the Excess can be found in the section "Conditions when making a claim".
IMEI Number	International Mobile Equipment Identity number. The serial number that uniquely identifies Your Mobile Device. You can find this by typing in *#06# into the keypad of Your Mobile Device (phones only).
Incident	An event or a series of events, which result in Damage or the Loss or theft, of Your Mobile Device resulting in a claim for repair or replacement.
Insurer	Allianz Insurance plc.
Loss	The disappearance of Your Mobile Device in circumstances that do not involve theft and its whereabouts remain unknown.

Manufacturer Warranty	The initial warranty provided by the manufacturer from the date You purchase Your Mobile Device.
Mechanical or Electrical Breakdown	The failure of Your Mobile Device due to any permanent mechanical or electrical defect causing replacement or repair before normal operation can be resumed.
Mobile Device	The device or high value device (e.g. mobile phone, USB modem, etc.), in use on Your Orange Service Plan, including the device and where provided: SIM Card, charger and battery included with the device in the box.  The Mobile Device must be the latest Mobile Device provided to You by Us or one of Our agents or, the Mobile Device that You have notified and registered with Us and We have accepted.  Mobile Device includes a SIM free device (e.g. Tablet) when purchased as part of a bundle with a device or high value device.
Orange Service Plan	A bundle of airtime and supplementary services offered by Us to You at agreed charges.
Period of Cover	A period of not more than 60 months from the Start Date of Your Agreement.
Start Date	The date You enter in to this Agreement.
Unauthorised Use	Any usage (i.e. calls, downloads, text messages) of Your Mobile Device by another person made without Your permission following the theft or Loss of Your device.
United Kingdom/UK	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
Warranty Period	The period of 36 months commencing on the Start Date.
We, Us, Our	Everything Everywhere Limited
You, Your	The person named on the Confirmation of Cover.

## What is covered

### The insurance provides:

The Insurer will provide worldwide cover for You for the repair or replacement of Your Mobile Device if it is:

- Lost
- Stolen
- Damaged

Whether being used by You or the Authorised User.

### The warranty provides:

We will provide worldwide warranty cover for a maximum of 36 months for You for the repair or replacement of Your Mobile Device if it suffers from:

- Electrical Breakdown
- Mechanical Breakdown

Whether being used by You or the Authorised User.

The Warranty Period will be unaffected if We replace Your Mobile Device and will continue to apply from the date Orange Care first came into force. The Excess may not be payable on warranty claims where the Mobile Device is less than 6 months old from the date it was purchased or upgraded at the time of a claim.

## What is not covered

1. Loss, theft or Damage as a result of Your Mobile Device being used by someone else other than You or an Authorised User.
2. Loss, theft or Damage to any accessories or other devices which are not defined as Mobile Device (see words with special meaning).
3. Loss, theft or Damage to Your Mobile Device where the Mobile Device was not on Your person or the Authorised User's person at the time of the Incident, unless the Mobile Device was securely locked away and the device or item containing/covering the device is kept out of sight. Proof of forced entry may be requested to support Your claim.
4. Deliberate Damage to, or neglect of, the Mobile Device which has been carried out by You or an Authorised User under the instructions of You or an Authorised User.
5. Any Mobile Device not registered with an Orange Service Plan at the time of the Incident, unless the device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of Our agents.
6. Any claim where the Orange SIM card registered under this Agreement was not inserted into the relevant SIM card area of Your Mobile Device at the time of the Incident, unless the device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of Our agents.
7. Any claim where you are unable to provide proof of purchase of a Mobile Device from Us or one of Our agents.
8. Any costs arising from Unauthorised Use of Your Mobile Device after it was lost or stolen.
9. Any Incident involving theft or malicious damage that results in a claim for Your Mobile Device and You do not report it to the Police and to Us within 48 hours of discovery.
10. Any Incident involving Loss, Damage, Mechanical or Electrical Breakdown that results in a claim for Your Mobile Device and You do not report it to Us within 48 hours of discovery.
11. Damage caused by any form of portable external storage media including but not limited to memory cards, USB memory sticks or other digital recording equipment.
12. Electrical Breakdown of a Mobile Device caused by a removable battery that is older than 6 months.
13. Wear and tear, rusting or climatic conditions or other deterioration due to normal use or exposure, or where You have failed to follow the manufacturer's instructions for Your Mobile Device.
14. Any software or data installed on Your Mobile Device, such as telephone numbers, ringtones, music, pictures, applications or videos, Damage caused as a result of a virus, or Damage caused by the installation of software or applications, or any costs incurred by You during reinstallation.
15. Malfunction caused by the routine servicing, inspection, maintenance, dismantling or cleaning of Your Mobile Device, or if repairs have been carried out by persons not authorised by Us.
16. Cosmetic Damage whether internal or external.
17. Any costs suffered by You as a result of not being able to use Your Mobile Device, or any costs other than the repair or replacement cost of Your Mobile Device.
18. Any claim relating to the confiscation or detention of Your Mobile Device by any government body or recognised authority, including but not limited to the Police or HM Revenue & Customs.
19. Any labour or other charges incurred where a fault cannot be found with Your Mobile Device.
20. Any costs or Damage caused to Your Mobile Device by war, invasion, revolution or any similar event.
21. Any claim where Your account with Us is not paid up to date in accordance with the Orange Network Terms or other applicable Agreement.

## How to make a claim

Follow the step by step instructions below to report a claim:

	<b><u>Incident type and claim timeframes</u></b>	
<b>Upon discovery of an Incident You or the Authorised User must:</b>	<b>Theft and Malicious Damage</b>	<b>All other claims</b>
<ul style="list-style-type: none"> <li>Register the claim with Us by calling Your Customer Service Number.</li> </ul> <p>For Loss and theft claims, We recommend that You call Us as soon as possible to limit the risk of any further Unauthorised Use being charged to Your account.</p>	Within 48 hours of discovery	Within 48 hours of discovery
<p><b>Outside of the UK</b></p> <ul style="list-style-type: none"> <li>Don't worry if You or the Authorised User are outside of the UK at the time of the Incident, contact Us to register Your claim within:</li> </ul>	48 hours of return to the UK or within 30 days of discovery in any event	48 hours of return to the UK or within 30 days of discovery in any event
<ul style="list-style-type: none"> <li><b>Report any theft or malicious Damage to the Police (or local Police if abroad at the time of discovery) and obtain a crime reference number and Police station details.</b></li> </ul>	Within 48 hours of discovery	Not required

To help Us deal with Your claim as quickly as possible please have the following to hand when You call:

- IMEI Number (You can find this on the box Your Mobile Device came in)
- The make and model of Your Mobile Device
- Crime reference number and the name of the Police station it was reported to (as applicable)
- Time and date of the Incident

If You do not have all of the above information please call Us to register Your claim and limit the risk of Unauthorised Use being charged to Your account.

Please also refer to the section 'Conditions when making a claim' below.

### Conditions when making a claim

- We may ask for documentation to support Your claim including but not limited to: proof of purchase and evidence of violent or forcible entry (where appropriate). If You do not provide the documentation requested, We may decline Your claim.
- An Excess will be charged for each successful claim. Where applicable, the Excess will either be added to your Orange Service Plan and included in your next months bill or taken by card payment when you make the claim. We'll advise you of the method of payment at the time of claim. (If You have a SIM free Mobile Device, you will be required to pay the Excess at point of claim). Please see the table below for the details of the Excess payable:

Cost of Orange Care per month	£6 Excess	£12 Excess	£15 Excess
Each Successful Claim	£25	£50	£50

- If Your Mobile Device is lost, stolen or Damaged abroad, Your replacement Mobile Device will only be sent to an address within the United Kingdom.

- Your policy includes the cost of delivering a replacement Mobile Device to You. However, it does not include the cost of failed deliveries, for example, where delivery is aborted because:
  - o You are not available to accept the replacement Mobile Device at a pre agreed time and place; or
  - o You fail to notify Us that Your Mobile Device reported lost or stolen has been recovered.

We reserve the right to charge You for subsequent deliveries.

- If You make a claim that We think may be dishonest, We will refuse to settle it. If We settle Your claim but later discover it to be dishonest, We will take action to recover the costs of dealing with Your claim including the cost of the replacement Mobile Device.
- If you receive a replacement Mobile Device because Your Mobile Device is considered to be beyond economic repair, the Insurer may take possession of Your Mobile Device. We may at Our discretion, on behalf of the Insurer, request to examine Your Damaged Mobile Device before a replacement is issued.
- As the Insurer's claim handling agents, all repairs to or replacement of Your Mobile Device will be at Our discretion. If Your Mobile Device is Damaged We will at Our option repair the Damage or replace Your Mobile Device on behalf of the Insurer. The Mobile Device will remain Your responsibility until We have received it. If the Mobile Device is lost during delivery to Us, then You will still be liable for the cost of the Mobile Device. We recommend that You send the Mobile Device by secure means.
- If you receive a replacement device as a result of an accidental or malicious damage claim the damaged device must be returned to us.
- Replacement of Your Mobile Device will be made with an Orange branded product. The replacement product will wherever possible be of the same or similar specification at Our discretion. The replacement may be from refurbished stock that has been tested and is fully functional.
- There is no entitlement to have Your claim settled by payment of money.
- Where only part(s) of Your Mobile Device have been Damaged, lost or stolen, We will only replace the Damaged, lost or stolen part(s).

## **How to change the Mobile Device on cover**

If you purchase a new Mobile Device and want to transfer cover, please contact us immediately on Your Customer Number to update your details.

You can transfer cover to any Orange branded Mobile Device but this must be agreed by Us in advance of this Agreement being transferred.

In the event of a claim, this Agreement can be transferred to Your new Mobile Device. Please contact Us immediately on Your Customer Number to update Your details.

Only the registered Mobile Device is covered and only one Mobile Device can be covered at any one time. It is Your responsibility to ensure that this Agreement continues to meet Your needs.

## **Can Your Agreement change?**

The Insurer can review and change the premium, or change the terms and conditions of the insurance cover by giving You at least 30 days' notice in writing to Your last known address, via a bill message, through your online account or via Your email address You provided to Us. Everything Everywhere can change the terms and conditions of the warranty by giving You at least 30 days notice in writing to Your last known address, via Your e-bill or via Your email address. You will have the right to refuse any such changes and cancel Orange Care if You wish.

The circumstances that may give rise to a change in premium or to the terms and conditions of the insurance or the warranty include: significant adverse claims experience, significant increase in the Insurer's operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates.

## **How much does Orange Care cost?**

The cost of Orange Care is shown on Your Confirmation of Cover and includes any applicable taxes or additional charges. The monthly payment will be paid through Your bill.

Please note: Your first monthly payment will also cover the period from the Start Date of Your Orange Care (detailed on Your Confirmation of Cover) to Your first bill date.

## **Fraud**

If You or anyone acting on Your behalf makes any false or fraudulent claim or supports a claim by providing false or fraudulent documentation, device or statements, this policy shall be void and You will forfeit all rights under Orange Care and all cover will cease. In such circumstances, the Insurer retains the right to keep any monthly payments and to recover any sums paid by way of benefit under Orange Care. We may also share Your information with fraud prevention agencies to help combat fraud.

If We receive a claim under Orange Care We may ask You or the Authorised User to give written consent, during the claims process, to obtain specified information and material from the Police and to exchange information and material with them. The purpose of these measures is to help Us verify claims and to guard against fraud. If You or the Authorised User gives such consent You or the Authorised User will be given the opportunity to receive a copy of the information and material the Police release to the Insurer. Should You or the Authorised User decline to give such consent, the Insurer may in turn decline to settle the claim without the required information and material. We will not normally release information or material about the Authorised User to You without their consent.

## **When Your Orange Care ends**

This Agreement will end automatically at the earliest of the following:

- You no longer live permanently in the UK
- You no longer own the Mobile Device or disconnect it from the Orange network
- You, Us or the Insurer cancel the Agreement
- at the end of the 60th month after the Start Date shown on Your Confirmation of Cover
- if You switch from a pay monthly service plan to a pay as you go service plan

## **Cancelling Orange Care**

### **Distance Sales – Your additional rights to cancel**

This paragraph applies to customers (i.e. individuals acting in a private capacity rather than for business purposes) 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), You have the right to cancel Orange Care within 14 days of the Start Date or receipt of Your Confirmation of Cover and terms and conditions, whichever is later. If You have not made a claim We will refund any payments You have made on a pro-rata basis.

If You have made a claim during this period, We will refund any payments You have made on a pro-rata basis, however You may be required to pay for any replacement Mobile Device You have received.

After the initial 14 days You (this includes those who have not purchased through a distance sale) can cancel Orange Care at any time subject to the following:

### **Orange Care minimum four month term**

- If You cancel Your Agreement within the minimum four month term, You will be required to pay any monthly payments due for the remainder of this period.
- If You do not want to receive Orange Care after the minimum four month term period, You must let Us know before the end of the fourth month of cover. We will then terminate Your Agreement once the minimum four month term has finished.
- If You have already paid the premium for the fifth month before the minimum four month term has expired, this will be refunded on a pro rata basis on Your fifth bill. (This may be refunded on Your sixth bill if notice is not received in time before Your fifth bill is processed).

### **Cancellation after four month minimum term**

If Your notice of cancellation is received less than 10 days before the next billing date, this Agreement will continue until the following month and You will have to make a further monthly payment.

If you decide to cancel Orange Care call Your Customer Service Number or write to Us at: Care Compliance Team, Everything Everywhere Limited, Senhouse Road, Darlington DL1 4YG quoting Your Everything Everywhere account number shown on Your Confirmation of Cover.

We and the Insurer may cancel Your Agreement by providing You with 30 days notice by sending a registered letter to You at Your last known address or an email to the email address You have provided to Us. Additionally, if You provide Us with fraudulent or inaccurate information, or for any other valid reason We and the Insurer may terminate immediately. Any refund will be at Our discretion.

## **Which law applies?**

This Agreement shall be governed by and construed in accordance with laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

## **What to do if You need to make a complaint**

We aim to get it right, first time, every time. If We do make a mistake We will try to put it right as soon as We can. If You wish to make a complaint, please call Us on Your Customer Service Number or alternatively You can write to: Care Compliance Team, Everything Everywhere Limited, Senhouse Road, Darlington DL1 4YG.

We will always acknowledge receipt of Your complaint within five working days or sooner and do Our best to resolve the problem within four weeks. If We cannot, We will let You know when an answer may be expected.

If We have not sorted out the situation within eight weeks, We will provide You with information about the Financial Ombudsman Service.

Using the Insurer's complaints procedure or referral to the Financial Ombudsman Service does not affect Your legal rights.

## **Financial Services Compensation Scheme**

If the Insurer is unable to meet their liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100.

## **Data Protection**

The details You supply will be stored by Us, Lifestyle Services Group Limited (LSG) and the Insurer to administer Your Agreement. Your personal details may be transferred outside of the EEA. They will be held securely and handled with the utmost care at all times and in accordance with all principles of English law. The Insurer may exchange Your details with other insurers through various databases to help the Insurer check information provided and also to prevent fraudulent claims. Your details will not be kept for longer than necessary.

### **Notice to customers – call recording**

You are advised that any telephone calls made to Everything Everywhere Administration and claims handling units may be recorded. These recordings may be used to monitor the accuracy of information provided by You and Our own staff. They may also be used to allow additional training to be provided to Our staff or to prove that Our procedures comply with legal requirements.

## **Insurer and FSA details**

This insurance is underwritten by Allianz Insurance plc: Registered in England No. 84638. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB United Kingdom (ACS1575).

Allianz Insurance plc (FRN121849) is authorised and regulated by the Financial Services Authority (FSA). The authorisation can be confirmed by the FSA by calling 0300 500 5000 or at [www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register).

The Warranty element of this Agreement is provided by Everything Everywhere Ltd: Registered in England No 02382161. Registered office: Hatfield Business Park, Hatfield, Hertfordshire AL10 9BW,

Administered by Lifestyle Services Group Limited (LSG): Registered in England No. 5114385. Registered Office: Osprey House, Ore Close, Lyndale Business Park, Newcastle under Lyme ST5 9QD acting as Insurance Brokers.