Vodafone Business Insurance

Vodafone Business Insurance is underwritten by ACE European Group Limited and administered by Lifestyle Services Group Limited. Your contract for Vodafone Business Insurance is between you and ACE European Group Limited.

Vodafone Business Insurance is a policy specifically designed for Vodafone business customers who require Theft, Accidental Loss or Damage cover for a Device purchased from Vodafone. Your Device could be a Mobile Phone, Tablet, PDA, Data Card or Internet Dongle.

Depending upon Your needs, there are two different policy types of cover You can choose from:-

- Business Insurance Damage Cover (Damage Cover Only)
- Business Insurance Plus (Theft, Accidental Loss & Damage Cover)

These are the full terms and conditions that apply to this product. You should check Your documents to ensure that this insurance is correct for You. If You are unsure about the level of cover or policy type that You have purchased, please find details on Your airtime contract or monthly bill. Alternatively You can contact our customer services team on 191 who will be able to assist.

Which words mean what?

- a. Accidental Damage means physical breakage, destruction or failure of Your Equipment due to an unforeseen event which prevents it from operating correctly. Accidental Damage extends to include damage as a result of Your Equipment being in contact with water and other liquids
- b. Accidental Loss / Accidentally Lost means:
 - (i) You have accidentally or unintentionally left Your Equipment in any location and it has then disappeared; or
 - (ii) Your Equipment is in a known location, but You are not reasonably able to retrieve it; or
 - (iii) Your Equipment has disappeared and You are not sure how.
- c. Administrator means: Lifestyle Services Group Limited Assurant House, 6-12 Victoria Street, Windsor, Berkshire, SL4 1EN
- d. **Equipment/Device** means any voice mobile phone, tablet or data device that has been supplied to You by Vodafone and which contains Your Vodafone authorised SIM (unless removed temporarily for a legitimate reason), but does not include any accessories (battery covered) vehicle installation materials, fixed installation material, software, media and content downloads.
- e. Excess means the amount which shall be paid by You via the airtime contract following each successful claim.
- f. Malicious Damage means damage that has been deliberately caused to Your Equipment.
- g. We/Us/Our means ACE European Group Ltd.
- h. You/Your means a business customer and any employee or person who has been authorised to use the Equipment.

Summary of main features

This following is a summary of the main features & benefits that apply:

Event	Business Insurance Damage Cover	Business Insurance Plus	
	(Damage Cover Only)	(Theft, Accidental Loss, Damage Cover)	
Theft	Benefit Not Included in this Policy	We will replace it with a new or refurbished Device to a similar specification	
Accidental Loss	Benefit Not Included in this Policy	We will replace it with a new or refurbished Device to a similar specification	
Accidental/Malicious Damage	We will inspect and attempt to repair Your Device as Our first option. If it cannot be repaired, We will replace it with a new or refurbished Device to a similar specification	We will inspect and attempt to repair Your Device as Our first option. If it cannot be repaired, We will replace it with a new or refurbished Device to a similar specification	
Worldwide Cover	Up to 30 days per trip	Up to 30 days per trip	
Cover for other users	Anyone authorised by You to use the Device is also covered	Anyone authorised by You to use the Device is also covered	
Replacement timescales	Applicable to Damage claims only:	Applicable to Accidental Loss or Theft claims	
When a Damage claim is made by You, We will need to recover Your Device before We can make a final decision if the damage is fully covered by Your policy. When We have received Your Device in Our workshop, an inspection will be carried out by a qualified technician. If the Device has suffered damage that is not covered by Your policy (see exclusions section below), Vodafone may contact You to discuss any additional costs that are not covered by Your policy for the repair of Your Device. If the damage on inspection is covered by Your policy, We will repair or replace Your Device This timeframe is subject to stock availability and Your delivery location.	where a successful Accidental Loss or Theft claim is made with the Administrator before 5pm, Our goal is to deliver a replacement Device to You during the next business day (Monday-Friday excluding bank holidays). Our ability to deliver You a replacement Device within this timeframe is subject to Our stock availability and Your postal location. Applicable to Damage claims only: When a Damage claim is made by You, We will need to recover Your Device before We can make a decision if the damage is fully covered by Your policy. When We have received Your Device in Our workshop, an inspection will be carried out by a qualified technician. If the Device has suffered damage that is not covered by Your policy (see exclusions section		
		below), Vodafone may contact You to discuss any additional costs that are not covered by Your policy for the repair of Your Device. If the damage on inspection is covered by Your policy, We will repair or replace Your Device. This timeframe is subject to stock availability and Your delivery location.	

Get more support from Vodafone

You'll also get these valuable benefits from Vodafone, alongside your Business Insurance

Unauthorised calls (Business Insurance Plus policy holders only)	With the Business Insurance Plus policy, Vodafone will reimburse costs up to £1000 following a successful Accidental Loss/Theft claim. This is provided that Vodafone are notified within 24 hours of the event, to enable a bar to be placed on Your Device.	
	To bar Your phone and receive this benefit, You can contact Vodafone on 191 from a Vodafone Mobile or 03333 040191 from any other phone. Alternatively You can contact the Administrator on 0333 304 3346 from any phone, and if You are abroad call +44 7836 191 191 .	
Courtesy Phone	Free courtesy phone if Device needs an insurance repair. (This service is subject to device availability and can only be offered if You visit a Vodafone Store. This service excludes tablets or dongles.)	

Summary of Exclusions and Conditions

Exclusion/Condition	Detail	
Accidental Loss or Theft claims on Business Insurance Damage Cover	,	
Change of Device	Claims where a customer has changed their Device without informing Vodafone of the change	
Accessories	The battery is included, but all other accessories including memory cards, protective cases, chargers and so on are excluded.	
Excess	The amount of excess You need to pay towards any successful claim	
Accidental/Damage	Accidental Damage not reported to the Administrator within 14 days	
Malicious Damage	Malicious Damage not reported to the Administrator with 72 hours	
Breakdown	The cost of repairs covered by any manufacturer's warranty	
3 claims per year	Your policy will automatically expire in the event that 3 successful claims are made in a continuous 12 month period.	

Cost of Your cover

Your monthly premium depends upon the policy You have purchased. You can find this on Your invoice, monthly bill or You can check with Your sales advisor.

Policy	Cover	Monthly premium	Excess payable per claim
Business Insurance Damage Cover	Damage Only	£5.00*	£25 (Applicable to all Devices except iPhone/iPad) £50 (Applicable to iPhone/iPad Devices only)
Business Insurance Plus	Theft, Accidental Loss & Damage	£9.00*	£50 (Applicable to all Devices)

^{*}insurance premiums are inclusive of insurance premium tax (IPT) at the applicable rate.

Exclusions

1. General

- **a.** Loss of use or reconnection costs or subscription fees of any kind, any expense incurred as a result of not being able to use Your Equipment, or any loss other than the repair or replacement costs of Your Equipment.
- **b.** The cost of:
 - (i) Charges for which the manufacturer, supplier or distributor are liable in accordance with their standard contractual obligations.
 - (ii) Any process of cleaning, repair, alteration, restoration, delay, confiscation or detention by order of any government public or Police authority.
- **c.** Theft, Accidental Loss or Damage directly or indirectly caused by:
 - (i) War, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority:
 - (ii) Ionising radiations or contamination by the radioactivity from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (iii) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - (iv) Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss. For the purpose of this exclusion, terrorism means any act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear
- d. The battery is included, but all other accessories including memory cards, protective cases, chargers and so on are excluded.

2. Theft

- **a.** Theft of Your Equipment not equipped with Your Vodafone authorised SIM at the time of the incident, unless the SIM has been removed from Your Equipment for temporary and legitimate purposes;
- **b.** Theft of Your Equipment not reported to the Administrator within 72 hours after discovery unless extenuating circumstances apply;
- **c.** Theft from a vehicle unless forced entry to the vehicle is evident and Your Equipment has been secured in either the glove box or car boot. Proof will be requested that the vehicle has been forcibly entered;
- **d.** Theft from any property not accompanied by evidence of forced entry or exit;
- e. Theft of Your Equipment deliberately left away from Your person, unless reasonable precautions were taken
- f. Theft not reported to the Police within 72 hours after discovery, unless extenuating circumstances apply;

3. Accidental Loss

- **a.** Any Accidental Loss of Your Equipment not equipped with Your Vodafone authorised SIM at the time of incident, unless the SIM has been removed from Your Equipment for temporary and legitimate purposes;
- b. Loss of Your Equipment if this is a result of Your Equipment being deliberately left away from Your person unless reasonable precautions were taken to protect Your Equipment.
- **c.** Any Accidental Loss of Your Equipment not reported to the Administrator within 72 hours after discovery unless extenuating circumstances apply;

4. Damage

- **a.** Any cosmetic damage to Your Equipment including repairs to interior or exterior paintwork caused by scratching or chipping of paintwork or polished surfaces;
- b. Any damage to Your Equipment arising as a result of You not keeping Your Equipment in a proper state of repair;
- **c.** Any Accidental Damage to Your Equipment not reported to the Administrator within 14 days after discovery, unless extenuating circumstances apply;
- **d.** Any Malicious Damage to Your Equipment not reported to the Administrator within 72 hours after discovery, unless extenuating circumstances apply;
- **e.** Any Malicious Damage to Your Equipment not reported to the Police within 72 hours after discovery, unless extenuating circumstances apply;
- f. Any damage to Your Equipment caused by wear and tear, depreciation, insects, vermin, fungus or atmospheric or climatic conditions gradually operating cause;
- g. Any damage caused by Your Equipment failing to correctly recognise data representing a date in such a way it does not work properly or at all:
- h. Any damage to Your Equipment caused by a virus. For the purpose of this exclusion, 'virus' includes Trojan horses, worms, logic bombs or any program or software which prevents Your Equipment's operating system software or content download working properly or at all.

Making a claim

If Your device has been:	Step 1	Step 2	
Stolen	Customers should call the Administrator to bar the phone and report their claim. You should do this as soon as possible and within 72 hours of discovery, where possible.	Customers must notify the police within 72 hours to get a crime reference number.	
Accidentally Lost	Customers should call the Administrator to bar the phone and report their claim. You should do this as soon as possible and within 72 hours of discovery, where possible.	N/A	
Maliciously Damaged	Customers should call the Administrator to report their claim within 72 hours of discovery, where possible.	Customers must notify the police within 72 hours to get a crime reference number	
Accidentally Damaged	Customers should call the Administrator to report their claim within 14 days of discovery, where possible.	N/A	

You may be asked to complete a claim form or provide additional information in order to progress Your claim. Failure to do so will result in Your claim not being processed. Simply call **0333 304 3346** from any phone or, if You are abroad call **+44 7836 191 191**.

General Terms & Conditions

a. Term of cover

Your policy will extend automatically every month up to a maximum of 59 months provided You pay the required premium set out in the airtime contract or unless terminated in accordance with Our conditions, or the policy expires as a result of 3 claims in any continuous 12 month rolling period. If You terminate Your airtime agreement with Vodafone, Your entitlements and benefits under Your policy will end immediately without notice.

b. Indemnity

We may choose to either repair, or replace, Your Equipment with an equivalent specification, as close as possible, in Our opinion.

c. Reasonable precautions

You shall take all reasonable precautions to protect Your Equipment and keep it in a proper state of repair.

d. Not telling the truth

- (i) If You (or anyone acting for You) makes a claim under Your policy knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any Theft or, Accidental Loss or Damage caused by Your wilful act or with the intent to defraud Us, then Your claim will be declined and Your policy will be cancelled without notice with no refund of premium;
- (ii) We may be entitled to recover from You the cost of any claim already paid under Your policy (if necessary the cost may be recovered through the instigation of court proceedings). We may also be entitled to recover from You the cost of any investigation into a fraudulent claim under Your policy (if necessary the cost may be recovered through the instigation of court proceedings) and;
- (iii) We may inform the Police, Government or regulatory bodies of the circumstances. Details of fraudulent claims will be put on a register of claims through which insurers share information to prevent fraudulent claims. A list of participants' names and addresses are available on request.

e. Automatic Expiry of the Policy

The policy will automatically expire in the event that 3 successful claims are made in any continuous 12 month period and We will write to You to confirm that this has happened.

f. Making a claim

As soon as You discover any incident that You need to claim for under Your policy You must, if reasonably possible:

In the case of Theft or Malicious Damage, where possible notify the Police (or if You are abroad, the local equivalent of
the Police) within 72 hours of the discovery of the Theft, or Malicious Damage and obtain a crime reference number or a

Police report where available/required and also contact the Administrator by calling on 0333 304 3346 or if You are abroad calling +44 7836 191 191.

- In the event of any Accidental Loss claim under this policy, where possible notify the Administrator no later than 72
 hours after the discovery of the Accidental Loss. You can do this by calling the Administrator on 0333 304 3346 or if You
 are abroad calling +44 7836 191 191.
- In the event of any **Accidental Damage** claim under this policy, where possible notify the Administrator but no later than 14 days after the discovery of the Accidental Damage. You can do this by calling the Administrator on 0333 304 3346 or if You are abroad calling +44 7836 191 191.

It is a condition precedent to liability of Us that when any event occurs which gives rise to a claim under Your policy Your Equipment must be repaired or replaced by Us or an authorised repairer nominated by Us. If You don't do this, any liability to Us that would have arisen as a result of such claim shall be forfeited;

When You report the Theft or Accidental Loss of Equipment to Vodafone, We shall be entitled to request Vodafone to blacklist the Equipment.

You may be asked to complete a Claim Form or provide additional information in order to progress Your claim. Failure to do so may result in Your claim not being processed.

g. Your age and where You live

You must be at least 18 years of age at the time of purchasing Your policy and a permanent resident in the United Kingdom at the start of Your policy and at all times during the Period of Insurance.

h. Letting Us know if You change Your Equipment

If You change Your Equipment You must tell Vodafone. You can contact Vodafone on 191 from a Vodafone Mobile or 08700 700 191* from any other phone. We will not be liable for the cost of repairing or replacing any Equipment not registered with Vodafone under Your policy.

i. Cancelling Your policy

You have a right to cancel Your policy which extends for -30days from the later of:

(i) The day You are informed that Your policy has commenced.

or

(ii) The day on which You receive the full terms and conditions of Your policy. On receipt of the notice to cancel You will receive a refund of any premiums already paid unless We have already been notified of a claim. You need to contact Vodafone on 191 from a Vodafone Mobile or 08700 700 191* from any other phone or write to: Vodafone Limited PO Box 549 Newbury Berkshire RG14 2DQ.

After the initial 30 days, You or We may cancel Your policy by giving 30 days' notice to each other. We won't refund the premium for the period Your policy was valid prior to such a cancellation.

j. Changes to Your policy

We may alter the terms and conditions of Your policy, including but not limited to the premium, excess charges, claims processes or cancellation rights for future periods of cover at any time giving You no less than 30 days' notice.

k. What to do if You're not happy with Us

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 this insurance, please contact Our Administrator by phone on 0333 304 3346, by email at <u>Vodafone.insurancecomplaints@lifestylegroup.co.uk</u> or write to them at: Vodafone Insurance, Lifestyle Services Group Limited, PO Box 98, Blyth, NE24 9DL.

The Administrator will try to resolve Your concerns within 24 hours. If this is not possible they will acknowledge Your complaint within 5 working days of receipt and provide a final response within 8 weeks. You may be able to approach the Financial Ombudsman Service (FOS) if You remain dissatisfied. You will need to contact the FOS within six months of the final response from the Administrator. Their contact details are: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR, Telephone: +44 (0) 800 023 4567 (free from most landlines, charges may apply from a mobile phone) +44 (0) 300 123 9 123 (calls charged at the same rate as 01 or 02 numbers on a mobile phone)

E-mail: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above.

l. Your insurer

This insurance is underwritten by ACE European Group Ltd whose main business is general insurance. ACE European Group Limited Registered No 01112892 is registered in England at Registered Office 100 Leadenhall Street, London, EC3A 3BP and

Vodafone Business Insurance ACE European Group Limited Terms & Conditions April 2016

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm Reference Number 202803.

Claim and Complaints under Your policy will be administered by LSG who is authorised and regulated by the Financial Conduct Authority, Firm Reference Number 315245.

Full details of both Us and the Administrator can be found on the FCA's website by visiting http://www.fsa.gov.uk/register/home.do or by contacting the FCA on 0800 111 6768

m. Details of compensation schemes

In the unlikely event of being unable to meet Our liabilities, You may be entitled to compensation under the Financial Services Compensation Scheme.

Their contact details are: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU Tel: 0800 678 1100 Fax: 020 7741 4101

n. Keeping Your personal data personal

ACE, Vodafone and the Administrator will use the information supplied during the formation and performance of Your policy for policy administration, customer services, paying claims and fraud prevention including passing details to other insurers and regulatory bodies. ACE, Vodafone and the Administrator may disclose information to its subsidiary companies, service providers, agents and suppliers for these purposes. All personal information supplied by You will be treated in confidence by ACE, Vodafone, the Administrator and their subsidiary companies, service providers, agents and suppliers. It will not be disclosed to any other third parties except where Your consent has been received, where permitted by law or regulatory requirements or to assist in the prevention and detection of fraud. ACE may transfer Your personal information to a country located outside of the European Economic Area (EEA) for the purposes outlined above. If ACE transfers Your information outside the EEA it will take steps to ensure that Your privacy rights continue to be protected in accordance with the requirements of the Data Protection Act 1998.Where You have provided information about another person in connection with the purchase and performance of Your policy You confirm that they have appointed You to act for them, that they have consented to the processing of their personal data and they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from ACE. Individuals whose information has been supplied to ACE, Vodafone and or the Administrator have a right to ask for a copy of that information and to have any inaccuracies corrected. Telephone calls may be recorded to make sure instructions are correctly followed and for staff training purposes.

o. What laws apply

This policy is to be governed by English law. English law applies to this insurance and all communication with You will be in English

p. Other Taxes or Costs

We are required to notify You that other taxes or costs may exist which are not imposed or charged by Us.

A.J. Kendrick

President

ACE European Group Limited

^{*}Vodafone standard call charges apply to calls from a Vodafone Mobile to 0870 or 0845 numbers. For call charge information please see **www.vodafone.co.uk**. Charges from other networks may vary