Terms and conditions

Business Insurance for Mobile

From 30/09/2013
Insurance Contract No. 2040139.

orange™

05/2016

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Insurance contract n° 2040139 is taken out:

By the Proposer: Orange Belgium s.a. - Avenue du Bourget 3 – 1140 BRUSSELS, registered with Crossroads Bank for Enterprises under number 0456.810.810 .

Via the Broker: SPB S.A an insurance brokerage firm with a board of directors and supervisory board and share capital of €1,000,000, whose registered offices are based at 71 Quai Colbert, 76600 Le Havre, France, being registered at the Le Havre companies register (RCS) under number 305 109 779 and with ORIAS under no. 07 002 642 and acting under the freedom to provide services, hereafter referred to in these Terms and Conditions as "SPB". The Insurer fully authorises SPB to handle insurance claim management, reporting and monitoring.

About the Insurer: AIG Europe Limited. A company incorporated under English law. Company no: 01486260. Registered offices: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, UK. Registered with the UK Financial Services Authority (FSA registration number 202628). Belgian branch based at Boulevard de la Plaine 11, 1050 Brussels, RPM Brussels- VAT BE 0847.622.919. Hereafter referred to in these Terms and Conditions as "AIG" or "the Insurer".

1. Definitions

1.1. Policyholder: Orange business customer with one or more Orange SIM card(s) who pays the insurance premium and is registered as the Policyholder for the customer number of the subscriber attached to this SIM card. Conditions to be met to qualify as a business customer:

a) Must have a VAT number or business number.
b) The relevant SIM card(s) must be registered to a Orange business tariff.

1.2. Accidental Physical Damage: Any total or partial deterioration or destruction which interferes with the correct functioning of the Insured Device, and which results from a sudden, unpredictable event, being external to the Policyholder and the Insured Device and being the sole cause of the Accidental Physical Damage incurred by the Insured Device.

1.3. Insured Device:

- For all insurance contract cover from a Orange Belgium s.a. outlet:
  The Internet Everywhere modem/phone, purchased new a maximum of 7 (seven) days prior to the insurance contract start date, being the property of the Policyholder and with which Orange services are regularly used in accordance with Article 7.
- For all contracts signed up to through Orange Customer Services or via the website www.orange.be:
  The Internet Everywhere modem/phone, purchased new a maximum of 2 (two) months prior to the insurance contract start date, being the property of the Policyholder and with which Orange services are regularly used in accordance with Article 7.

1.4. Temporary Replacement Device: A device which remains the property of SPB and which is made available to the Policyholder for the period that the defective Insured Device is being repaired.

1.5. Replacement Device:

A reconditioned device of a model identical to the Insured Device;

Or in the event that the aforementioned Reconditioned Device is unavailable:

A new device of a model identical to the Insured Device;

Or in the event that the aforementioned new Device is unavailable:

A Reconditioned Device of a model equivalent to the Insured Device, having the same principal technical specifications **(excluding such features as brand, colour, weight, size or design)**;

Or in the event that the aforementioned Reconditioned Device is unavailable:

A new Device of a model equivalent to the Insured Device, having the same principal technical specifications (**excluding such features as brand, colour, weight, size or design**).

The value of the Replacement Device shall not exceed the purchase value of the Insured Device inclusive of all taxes (excluding network operator reductions) as of its date of purchase or its value as per the option chosen- the lower of these two amounts shall be taken as said limit.

1.6. Reconditioned Device: : A device restored to the same level of technical and operating (software) specifications as that of the manufacturer's new device, with the exception of its packaging and aesthetic qualities. Cables shall be supplied where required.

1.7. Value of the option corresponding to the price of the Insured Device on its date of purchase: Orange Belgium s.a. sale price including all taxes, as per the policy start date and as shown on the Policyholder's purchase invoice:

Business Insurance for Mobile 6 (€6)
Up to €150, inclusive of all taxes

Business Insurance for Mobile 8 (€8)
Up to €500, inclusive of all taxes

Business Insurance for Mobile 12 (€12)
Up to €1,250, inclusive of all taxes

1.8. Negligence: The act of leaving the Insured Device in a place where it is not protected from all foreseeable risk of fall or damage, leaving the Insured Device outside, susceptible to adverse weather conditions (including rain, snow or wind) leaving the Insured Device outside of the direct and immediate supervision of the Policyholder, visible from outside any premises, residence, vehicle, boat, aircraft or leaving it visible in a busy or public place.

1.9. Incident: Event which may, within the scope of an insurance contract, result in one or more claims being made.

1.10 .Robbery: Any threat, intimidation or physical violence carried out by a Third Party with a view to depriving the Policyholder of their Insured Device.

1.11. Burglary: The forcing, damage or destruction of any external closure system on closed and covered premises, residence, terrestrial motor vehicle, boat or aircraft, as carried out by a Third Party.

1.12. Pickpocketing: Fraudulent act, committed by a Third Party, consisting of stealing the Insured Device by taking it without recourse to physical violence, threat or intimidation, from the pocket of a garment or a bag on the person of the Policyholder at the moment of theft.

1.13. Third Party: Any person other than the Policyholder, other than their spouse or cohabitee, other than their ascendants or descendants, other than their colleagues or agents where the Policyholder is a legal entity, or any person not authorised by the Policyholder to use the Insured Device.

2. Scope of insurance cover

2.1. Cover for Business Insurance for Mobile 6 (€6):

Insurance for the Insured Device covers the following Incidents, damage and benefits:

- **Accidental Physical Damage**
  The Insured Device shall be repaired by an SPB-approved service agent.
  When the cost of repair exceeds the Purchase Price of a Replacement Device, on the date of the Incident, the Insured Device shall be exchanged for a Replacement Device.
- **Burglary**
  The Insured Device shall be exchanged for a Replacement Device.

- **Fraudulent use of the SIM card in the event of a Burglary**
  The policy covers reimbursement of the cost of communications or connections fraudulently made by a Third Party in the period prior to Orange Belgium s.a. logging a request to bar the SIM card, to a limit of 500 euros (five hundred euros), inclusive of all taxes per Incident claim, and for communications or connections fraudulently made in the 48 (forty eight) hours following the date of the Incident plus any costs relating to the issuing of a bill detailing the fraudulent connections or communications, in the event of a settled Incident claim.

2.2. Cover for Business Insurance for Mobile 8 (€8):

Insurance for the Insured Device covers the following Incidents, damage and benefits:

- **Accidental Physical Damage**
  The Insured Device shall be repaired by an SPB-approved after-sales service.
  When the cost of repair exceeds the Purchase Price of a Replacement Device, on the date of the Incident, the Insured Device shall be exchanged for a Replacement Device.
- **Burglary, Robbery**
  The Insured Device shall be exchanged for a Replacement Device.
- **Fraudulent use of the SIM card in the event of a Burglary or Robbery**
  The policy covers reimbursement of the cost of communications or connections fraudulently made by a Third Party in the period prior to Orange Belgium s.a. receiving a request to bar the SIM card, to a limit of 1,500 euros (one thousand five hundred euros), inclusive of all taxes per Incident, and for communications or connections fraudulently made in the 48 (forty eight) hours following the date of the Incident plus any costs relating to the issuing of a bill detailing the fraudulent connections or communications, in the event of a settled Incident claim.

2.3. Cover for Business Insurance for Mobile 12 (€12):

Insurance for the Insured Device covers the following Incidents, damage and benefits:

- **Accidental Physical Damage**
  The Insured Device shall be repaired by an SPB-approved service agent.
- When the cost of repair exceeds the Purchase Price of a Replacement Device, on the date of the Incident, the Insured Device shall be exchanged for a Replacement Device.
- **Burglary, Robbery, Pickpocketing**
  The Insured Device shall be exchanged for a Replacement Device.
- **Fraudulent use of the SIM card in the event of Burglary, Robbery or Pickpocketing**
  The policy covers reimbursement of the cost of communications or connections fraudulently made by a Third Party in the period prior to Orange Belgium s.a. receiving a request to bar the SIM card, to a limit of 3,000 euros (three thousand euros), inclusive of all taxes per Incident, and for communications or connections fraudulently made in the 48 (forty eight) hours following the date of the Incident plus any costs relating to the issuing of a bill detailing the fraudulent connections or communications, in the event of a settled Incident claim

3. Limits of insurance cover

The annual cover period should be understood to run from the contract start date to the first annual expiry date.

Then the period between the two successive annual cover expiry dates.

- **Business Insurance for Mobile 6 (€6)**: Business Insurance for Mobile 6 (€6) is limited to two Incident claims per annual cover period and to a value of 150 (one hundred and fifty) euros inclusive of all taxes per Incident.
- **Business Insurance for Mobile 8 (€8)**: Business Insurance for Mobile 8 (€8) is limited to two Incident claims per annual cover period and to a value of 500 (five hundred) euros inclusive of all taxes per Incident.
- **Business Insurance for Mobile 12 (€12)**: Business Insurance for Mobile 12 (€12) is limited to two Incident claims per annual cover period and to a value of 1,250 (one thousand two hundred and fifty) euros inclusive of taxes per Incident.

4. Insurance cover territory

The insurance cover is valid for the entire world

5. Amendments

The Policyholder is personally responsible for notifying the Insurer in a timely fashion of any changes to their personal information to which these Terms and Conditions apply.

6. Exclusions

- **Damage resulting from internal electrical, electronic, electromechanical or mechanical failure, i.e. damage which interferes with the correct functioning of the Insured Device.**
- **Damage resulting from a failure to comply with the instructions for use, connection, installation, assembly and maintenance as outlined in the manufacturer's instructions.**
- **Damage related to the use of external devices, consumables or accessories which are non-compliant or incompatible with the Insured Device.**
- **Damage resulting from changes made to the Insured Device's original specifications.**
- **Estimate or repair costs incurred by the Policyholder without the prior approval of SPB.**
- **Damage occurring when the Insured Device has been sent to a non-SPB-approved engineer or repairer.**
- **Damage for which the Policyholder cannot supply the damaged Insured Device.**
- **Damage caused by viruses introduced into the Insured Device.**
- **Damage to the Insured Device which does not interfere with its correct functioning, such as scratches, scrapes or chips.**
- **Accessories, consumables and cabling relating to the functioning of the Insured Device (headphones, earpieces, hands-free kits, bags, cases, consoles, chargers, batteries, power supplies additional cards, lanyards and in general all related accessories for the Insured Device).**
- **Incidents resulting from the Policyholder's Negligence, or that of any person other than a Third Party.**
- **Breakdown or failure relating to wear and tear or oxidisation.**
- **Battery deterioration.**
- **Oxidisation which does not result from Accidental Physical Damage.**
- **Theft other than: Burglary, Robbery, Pickpocketing.**
- **Theft resulting from the Policyholder's Negligence.**

- **Theft committed by any person or entity not defined as a Third Party or committed with the complicity of said person or entity.**
- **Whilst the Insured Device is in transit (including periods where the vehicle is stationary) the following are excluded from damage and theft:**
  - **those committed without breaking and entering a vehicle;**
  - **those committed when the Insured Device is left visible from the exterior of the vehicle;**
- **An Insured Device whose IMEI identification number cannot be supplied by the Policyholder to SPB.**
- **Devices for which a claim is submitted, which have not been used with the Orange SIM card of the relevant Policyholder account during the cover period, for 30 (thirty) days prior to and including the date on which the incident occurred – at least one call or data (text or image) transmission.**
- **Any damage or financial losses indirectly incurred by the Policyholder, during or following an Incident.**
- **The direct or indirect consequences of the destruction or loss of the database, files, or software used or contained by the Insured Device during or following an Incident.**
- **The recovery and reinstallation of the databases, files or software, following an Incident.**
- **The deliberate tortious or fraudulent intent of the Policyholder or of any person other than a Third Party.**
- **The consequences of civil war, foreign invasion, insurrection or confiscation by the authorities.**
- **Nuclear reaction, earthquake, volcanic eruption, flood or other natural disaster.**

7. Conditions of cover

Cover is valid for Insured Devices for which Orange services are systematically purchased by use of the SIM card registered with SPB.

The Policyholder expressly authorises SPB and the Insurer to request Orange Belgium s.a. to make a consistency check on the IMEI number, identifying the Insured Device, and the insured SIM card used during the cover period, for the 30 (thirty) days prior to and including the date on which the Incident occurred – at least one call or data transmission (text or image).

8. Insurance cover start date, duration and cancellation

8.1. Start Date of Policy and Cover

The policy is effective from the point at which the Policyholder as defined in Article 1 is registered with Orange Belgium s.a. as the Policyholder, subject to actual payment of the first month's insurance premium.

8.2. Contract Duration

The contract is signed for the duration of 1 (one) year, effective from its start date. It shall be subsequently renewed on a tacit basis on each annual expiry date, for successive periods of 1 (one) year, and may not exceed a total duration of 5 (five) years.

8.3. Cancellation and Termination of the Cover

The Policyholder has the right to cancel their cover at no cost, at any time, including during the first year of cover, except during the first 6 (six) months, effective from the cover start date.

Cancellation shall be done through the Orange Customer Service team and will be shown on the Policyholder's next Orange Belgium s.a. bill following the cancellation date. However, each month started is payable in full in accordance with Article 11.

The cover shall be terminated in the event of cancellation of the payment of monthly premiums in accordance with the correct legal procedures.

Cover shall be terminated if the Insurer exercises their right to terminate the individual insurance contract cover after an Incident.

Cover shall be terminated in all other cases covered by the Belgian insurance contracts act.

Cover shall be terminated in the event that the Policyholder's Orange Belgium s.a. subscription is cancelled. In such a case, cancellation will be effective as of the date of subscription cancellation.

9. Making a claim

Generally speaking, the Policyholder must report their Incident claim to Orange Belgium s.a. as soon as possible after the date on which they become aware of it to Orange Belgium s.a. and consequently either by telephone on 078 15 05 23 or via e-mail to SPB: assurancesorangeBE@spb.eu (FR) verzekeringenorangeBE@spb.eu (NL) or via fax to: 078 15 20 51 (FR) and 078 15 75 25 (NL) or via written correspondence to: SPB Belgium – Orange Insurance – BP 32, Quellinstraat 6, 2018 Antwerp. To avoid invalidating their right to cover, the Policyholder must:

- **In the event of Robbery, Burglary or Pickpocketing:**
  - Call Orange on telephone number 5995 from a mobile or 0495 95 95 00 from another phone to bar the relevant SIM card.
  - In the event of theft, as soon as the loss is discovered, a report shall be made to the competent police authorities, including details of the Insured Device, the circumstances of the theft, as well as the relevant details of the Insured Device (brand, model, serial number/IMEI, etc).
  - Report the Incident to SPB: by telephone 078 15 05 23 or e-mail: AssurancesorangeBE@spb.eu (FR) VerzekeringenorangeBE@spb.eu (NL) or by fax to: 078 15 20 51 (FR) and 078 15 75 25 (NL) or via postal correspondence to: SPB Belgium – Orange Insurance – BP 32, Quellinstraat 6, 2018 Antwerp.
- **In the event of Fraudulent Use of the SIM card:**
  - In the first instance call Orange Belgium s.a. on telephone number 5995 from a mobile or 0495 95 95 00 from another phone to bar the relevant SIM card.
  - Report the Incident to SPB: by telephone on 078 15 05 23 or e-mail: AssurancesorangeBE@spb.eu (FR) VerzekeringenorangeBE@spb.eu (NL) or by fax to: 078 15 20 51 (FR) and 078 15 75 25 (NL) or via postal correspondence to: SPB Belgium – Orange Insurance – BP 32, Quellinstraat 6, 2018 Antwerp.
- **In the event of Accidental Physical Damage:**
  - Do not attempt to repair the device yourself.
  - Do not appoint your own agent to perform repairs.
  - In the first instance, call Orange Belgium s.a. on telephone number 5995 from a mobile or on 0495 95 95 00.

- Report the Incident to SPB: by telephone on 078 15 05 23 or e-mail: AssurancesorangeBE@spb.eu (FR) VerzekeringenorangeBE@spb.eu (NL) or by fax to: 078 15 20 51 (FR) and 078 15 75 25 (NL) or via postal correspondence to: SPB Belgium – Orange Insurance – BP 32, Quellinstraat 6, 2018 Antwerp.
- Comply with SPB's instructions for the damaged Insured Device.

9.1. Supporting Documentation:

The Policyholder shall, moreover, contact SPB: by e-mail: AssurancesorangeBE@spb.eu (FR) VerzekeringenorangeBE@spb.eu (NL) or by fax: 078 15 20 51 (FR) and 078 15 75 25 (NL) or via postal correspondence to: SPB Belgium – Orange Insurance – BP 32, Quellinstraat 6, 2018 Antwerp, supplying the following supporting documentation:

- **In all cases:**
  - The original invoice for the Insured Device, for which the claim is being made:
  - Full bank account details (BIC/IBAN).
- **Additional Supporting Documentation in the event of Accidental Physical Damage:**
  - A sworn statement.
- **Additional Supporting Documentation in the event of Robbery, Burglary or Pickpocketing:**
  - An official report of the theft with the competent authorities.
- **Additional Supporting Documentation in the event of Fraudulent Use of the SIM card:**
  - A detailed invoice showing the total sum of communications fraudulently made by a Third Party.
  - An official report of the theft with the competent authorities.

And more generally, any document which the Insurer deems necessary to assess the validity of the claim for compensation.

9.2. Settlement of Claims:

Orange insurance undertakes to either repair the Insured Device, or to exchange the Insured Device, or to settle compensation due (for the Fraudulent Use of the SIM card) as per the terms set out in these Terms and Conditions within 10 (ten) working days (extended by a further 5 (five) working days in the event of out-of-stock manufacturers' parts or components) from the date on which SPB deems to have all the requisite information with which to proceed with the Incident claim.

9.3. Property of the Insurer:

The Insured Device for which an Incident claim is handled by the Insurer shall, ipso jure, become the property of the Insurer in the event that the Insured Device is replaced by a Replacement Device.

10. Logistics

10.1. In the event of Accidental Physical Damage:

The Policyholder must send their damaged hardware to SPB as per the procedure outlined in the SPB incident declaration and at the Insurer's own cost.

In the event that SPB accepts a device claim, a Temporary Replacement Device may be made available to the Policyholder at their request via SPB within 24 hours of SPB's acceptance of the device during the repair period for the broken or damaged Device.

The Policyholder shall return the Temporary Replacement Device to SPB upon supply by the latter of the repaired Insured Device or a Replacement Device.

The Temporary Replacement Device remains the property of SPB and has no insurance cover. Should it come to the attention of SPB that the Temporary Replacement Device has been damaged, lost or stolen by the Policyholder, SPB shall invoice the Policyholder for the purchase price of the Temporary Replacement Device.

10.2. In the event of Burglary, Robbery, Pickpocketing:

Where the Policyholder reports the Incident whilst based within Benelux, SPB shall, once it agrees to compensate the Policyholder, undertake to deliver a Replacement Device to the Policyholder within 24 hours. This delivery shall be made within the area of BENELUX specified by the Policyholder.

Where the Policyholder reports the Incident whilst based outside Benelux, but within Europe, SPB shall, once it agrees to compensate the Policyholder, undertake to deliver a Replacement Device to the Policyholder within 48 hours, subject however to the destination, time of day and any bank holidays or other national holidays in the country of destination.

Where the Policyholder reports an Incident whilst based outside Europe, SPB shall, once it agrees to compensate the Policyholder, agree with the Policyholder a delivery date for the Replacement Device, undertaking to ensure this delivery is made as rapidly as possible.

11. Insurance premiums

The annual insurance premium for Business Insurance for Mobile 6 (€6) per monthly payment, Business Insurance for Mobile 8 (€8) per monthly payment or Business Insurance for Mobile 12 (€12) per monthly payment as selected by the Policyholder shall be settled each month by the Policyholder, with their express authorisation, as of the insurance cover start date, i.e. before the end of the cancellation period, by Orange Belgium s.a.-billed monthly payments. The Policyholder may nevertheless indicate their wish to stop these debits by cancelling their policy cover as per the terms of Article 8.3.

The cost of premiums and other contractual terms and conditions are subject to change on every subsequent annual cover renewal date. Where this is the case, the Policyholder shall be informed of the fact at least 4 (four) months prior to said annual cover date. The Policyholder may however indicate their objection to changes to the annual cover premium by cancelling their policy cover as per the terms of Article 8.3. Each month started is payable in full, and is subject to the relevant monthly debits for the cover premium for Business Insurance for Mobile 6 (€6), Business Insurance for Mobile 8 (€8) or Business Insurance for Mobile 12 (€12).

12. Disputes

12.1. Correspondence/telephone helpline

All requests for information, additional details and Incident reports should be addressed solely to SPB
via email at:
AssurancesorangeBE@spb.eu (FR)
VerzekeringenorangeBE@spb.eu (NL)
or by fax to 078 15 20 51 (FR) and 078 15 75 25 (NL)

or by postal correspondence to SPB Belgium – Orange Insurance – BP 32, Quellinstraat 6, 2018 Antwerp.

12.2. Appeals

Should the Policyholder be dissatisfied with responses communicated by telephone, they may write to AIG Europe Limited, Belgian office, 11 Boulevard de la Plaine – 1050 Brussels.

12.3. Ombudsman

If the Insurer does not offer the Policyholder a satisfactory solution and where the Policyholder's complaint relates to insurance administration, the Policyholder may take up the matter with the Ombudsman des Assurances, de Meeussquare 35, 1000 Brussels - TEL 02/5475871 - FAX 02/5475975 - info@ombudsman.as. The lodging of a complaint does not affect the Policyholder's right to take further legal proceedings.

13. Applicable law - jurisdiction

The collective insurance policy and cover for the Policyholder are governed by Belgian law.

Any disputes relating to the execution or interpretation of said policy shall fall solely within the jurisdiction of the Belgian courts.

14. Insurer's right of recourse

In accordance with the terms of Article 41 of the Belgian Statute on Non-Marine Insurance, the Insurer is subrogated, up to the amount of the claim against it, to the rights and actions of the Policyholder against Third Parties.

15. Data protection

All personal data relating to the Policyholder (hereafter referred to as "Data"), as sent to the Insurer are handled in accordance with the Belgian data protection law of 8 December 1992. Data shall be processed so as to ensure, inter alia, the efficient management and optimal use of the Insurer's services, including risk assessment, management and execution of contracts, claim management and the prevention of crime such as fraud, as well as to enable the Insurer to comply with its legal obligations. In order to attain these aims and with a view to providing a good service, the Insurer may communicate Data to other companies within the Insurer's group, its subcontractors or partners. These companies, subcontractors or partners may be situated in countries outside the European Economic Area, and may not necessarily offer the same level of protection as Belgium. The Insurer shall take all precautionary measures to ensure the highest possible Data security. A complete list and, more generally, the Insurer's data protection Policy is available to consult at www.aig.be/be-privacy-policy

In accordance with the law, individuals have the right to access, amend or (where there is due cause) object to the processing of their personal Data. To exercise these rights, the individual concerned may contact the Insurer in writing at the following address: Boulevard de la Plaine 11, 1050 Brussels.

For security purposes, the Insurer may verify, inter alia, identifying data for the Policyholder's Device, such as the IMEI number, as provided to the Insurer by Orange Belgium s.a.. The Insurer undertakes to treat this information as strictly confidential.