Terms and conditions

Business Insurance for Tablet

From 30/09/2013
Insurance Contract No. 2040129

orange™

05/2016

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Insurance contract n° 2040129 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.

Claims manager: SPB, acting on behalf and for the account of the Insurer within the framework of the management of claims.

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 customer who pays the insurance premium and is registered as the Policyholder of the 'Orange/Business Insurance for tablet' insurance by Orange.

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: The tactile tablet, purchased new from Orange Belgium s.a., property of the Policyholder, **provided that the "Orange/Business Insurance for tablet" cover is taken out within a maximum period of 8 days counting from the date of purchase of the insured Device**.

1.4. 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)**.

However, 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 **and 1,000 € (one thousand euros) inclusive of all taxes - the lower of these 2 amounts shall be taken as said limit**.

1.5. Refurbished 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.

1.6. 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.

1.7. Breakdown: Damage resulting from internal electrical, electronic, electromechanical or mechanical failure, i.e. damage which interferes with the correct functioning of the Insured Device.

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

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

1.10. 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.

1.11. 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.

1.12. Third Party: Any person other than the Policyholder, other than their spouse or cohabitee, other than their ascendants or descendants, other than their 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

The insurance guarantees of the 12 € option cover, for the Insured Device, the following Incidents, damage and benefits:

- **Breakdown.**
- **Accidental Physical Damage.**
- **Burglary, Robbery, Pickpocketing.**

The Insured Device shall be exchanged for a Replacement Device.

3. Limits of insurance cover

The 12 € option is limited to two claims per annual cover period and to 1.000 € (one thousand euros) inclusive of all taxes per claim.

4. Insurance cover territory

The insurance cover is valid for the entire world.

5. Deductible and amendments

5.1. The deductible must be paid in cash by the Policyholder when he receives the Replacement Device. The deductible amounts to 50 € (fifty euros) inclusive of all taxes per Claim.

5.2. 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

- **Loss or disappearance 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/manufacturer's serial number cannot be supplied by the Policyholder to SPB.**
- **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. Insurance cover start date, duration and cancellation

7.1. 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.

7.2. 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.

7.3. 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 3 (three) 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 bill following the cancellation date. However, each month started is payable in full in accordance with Article 12.

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 subscription is cancelled. In such a case, cancellation will be effective as of the date of subscription cancellation.

8. Making a claim

8.1. As a private individual

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 and consequently either by telephone at 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 10002 Boulevard d'Avroy, 57 – B 4000 Liège. To avoid invalidating their right to cover, the Policyholder must:

In the event of Robbery, Burglary or Pickpocketing

- Call Orange Belgium s.a. at telephone number 5000 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).
- 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 10002 Boulevard d'Avroy, 57 – B 4000 Liège.

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. at telephone number 5000 from a mobile or at 0495 95 95 00
- Report the Incident to SPB: by telephone at 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.

8.2. As a company

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 and consequently either by telephone at 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 10002 Boulevard d'Avroy, 57 – B 4000 Liège. To avoid invalidating their right to cover, the Policyholder must:

In the event of Robbery, Burglary or Pickpocketing

- Call Orange Belgium s.a. at 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).
- 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 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. at telephone number 5995 from a mobile or at 0495 95 95 00
- Report the Incident to SPB: by telephone at 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.

In the event of Breakdown

- 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 10002 Boulevard d'Avroy, 57 – B 4000 Liège.
- Comply with SPB's instructions for the damaged Insured Device.

8.3. Supporting Documentation

The Policyholder shall, moreover, provide to SPB: 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 10002 Boulevard d'Avroy, 57 – B 4000 Liège, 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. Logistics

9.1. In the event of Accidental Physical Damage

Within the framework of the investigation of the file by SPB, the Policyholder must submit to SPB their damaged hardware as per the procedure outlined in the SPB incident declaration and at the Insurer's own cost.

9.2. 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 the 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.

10. Settlement of claims

Orange Insurance undertakes to replace the Insured Device after acceptance of the claim (within 24 hours in the BENELUX, within 48 hours in Europe outside the BENELUX), i.e. to settle the indemnity due in the conditions defined by the present Terms and Conditions, within a period of 10 (ten) working days as of the date on which SPB shall be in possession of all the elements necessary for settling the Claim file.

11. Property of the insurer

The Insured Device whose claim is accepted by the Insurer shall ipso jure become the property of the Insurer in case of replacement of the Insured Device by a Replacement Device.

12. Insurance premiums

The annual insurance premium corresponding to the 12 € per month insurance option 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-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 7.3.

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 7.3. Each month started is payable in full, and is subject to the relevant monthly debits for the cover premium corresponding to the 12 € per month insurance option selected by the Policyholder.

13. Disputes

13.1. Correspondence / telephone helpline

All requests for information, additional details or Incident reports should be addressed solely to SPB via email to
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 10002 Boulevard d'Avroy, 57 – B 4000 Liège.

13.2. 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.

13.3. 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.

14. 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.

15. 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.

16. Data protection

All personal data relating to the Policyholder (hereafter referred to as the "Data"), as sent to the Insurer are handled in accordance with the Belgian Data Protection Act of 8 December 1992. The 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 the 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 are available to be consulted 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, identifier of the device, as provided to the Insurer by Orange Belgium s.a.. The Insurer undertakes to treat this information as strictly confidential.

R.E. Cristina Zanchi, Orange Belgium s.a., Avenue du Bourget, 3 – B-1140 Bruxelles