

Terms and conditions

Business Insurance for Mobile

As from 01/12/2018
Insurance contract N° 2.040.170.



Content

1. Definitions	3
2. Purpose of insurance guarantees	4
3. Limits on insurance guarantees	4
4. Territoriality of the insurance	4
5. Modifications	4
6. Exclusions	4
7. Adhesion modalities	5
8. Effective date, duration and cancellation of the adhesion	5
9. In the event of a Loss	5
10. Logistic	6
11. Insurance Premium	6
12. Disputes	6
13. Applicable law - Jurisdiction	7
14. Insurer's recourse	7
15. How we use personal information?	7
16. Language	7

The present insurance contract is concluded for subsequent periods of 1 year with a maximum of 5 years, unless one of the parties cancels the contract by registered letter, bailiff service or delivery of a cancellation letter against receipt to Orange Belgium customer service.

The Insured has the right to cancel his/her adhesion at any time-without charge- included within the first year of the adhesion, excepted during the first 6 (six) months of the adhesion.

The insurance contract no. 2.040.170 is underwritten:

By the Policyholder: Orange S.A. Belgium - Avenue du Bourget 3-1140 BRUSSELS, registered at the Crossroads Bank for Enterprises with number 0456.810.810.

Hereinafter "Orange Belgium" in these Terms and Conditions.

Through the Broker: SPB Benelux SPRL, Coebergerstraat 49a, 2018 Antwerp, authorized by the Financial Services and Market Authority (FSMA) under number 102042A. The FSMA is located rue du Congrès 12-14 1000 Brussels.

Manager Claims: SPB, acting in the name and on behalf of the Insurer as regards the Losses.

Hereinafter "SPB" in these Terms and Conditions.

With the Insurer: AIG Europe S.A. company under Luxembourg law (trade and companies register n° B 218806). Registered office: 35 D Avenue John F. Kennedy, L-1855 Luxembourg. Licensed by the Luxembourg Ministry of Finance and under the supervision of the Commissariat aux Assurances (CAA - 7, boulevard Joseph II, L-1840 Luxembourg, GH Luxembourg, Tel. : (+352) 22 69 11 - 1, caa @ caa. lu, HYPERLINK "https://protect-eu.mimecast.com/s/2S-SCwjNnhL2W7SqUYi2?domain=urldefense.proofpoint.com" http://www.caa.lu/). AIG Europe S.A., Belgian branch, Pleinlaan 11, 1050 Brussels, Belgium. RPR Brussels 0692.816.659. Registered with the National Bank of Belgium (NBB) under number 3084 (NBB - Berlaimontlaan 14, 1000 Brussels, HYPERLINK "https://protect-eu.mimecast.com/s/dte6CDROWlByk1HBIOdi?domain=urldefense.proofpoint.com" www.nbb.be.). Hereinafter "AIG" or "the Insurer" in these Terms and Conditions.

1. Definitions

1.1. Insured: Business customer Orange Belgium who is equipped with one or more SIM card (s) from Orange Belgium, who pays the insurance premium and who is registered as Insured based on the customer number of the subscriber, related to the SIM card. To be considered as business customer, the Insured must hold a VAT number or a company number.

1.2. Insured device:

- every mobile phone / Internet Everywhere modem, owned by the Insured and which is bought new:

- maximum 7 (seven) days before the date of adhesion to the insurance contract Business Insurance 16 for any adhesion to the insurance contract in an Orange Belgium point of sale.

- maximum 2 (two) months before the date of adhesion to the insurance contract Business Insurance 16 in a Orange Belgium point of sale with the Orange Belgium Customer Service (via an Account Manager) or on the website www.orange.be (via the Customer Zone).

- or any Substitution device;

- or any Replacement device provided to the Insured as indemnification of a Loss.

Provided that the Insured device is used for at least one call or a data (text or image) or a connection with the SIM Card Orange Belgium, during the period of validity of the guarantees (as defined in Article 8) and during 30 days prior to the date of the occurrence of the Loss and provided the SIM Card Orange Belgium is in the Insured device on the day of the Loss.

In addition, provided that the Insured device has not been subject to any changes to its original characteristics outside After Sale manufacturer Service or After Sale Orange Belgium Service or guarantee of the Insurer.

1.3. Replacement device:

- refurbished device with an identical model to the Insured device (except for the colour), or

- in case of unavailability of the abovementioned Refurbished device: a new device with an identical model to the Insured device (except for the colour), or

- in case of unavailability of the abovementioned new device: refurbished device with an equivalent model to the Insured device, with the same principal technical characteristics (except for the characteristics regarding the brand, the color, the weight, the size, the design), or

- in case of unavailability of the abovementioned Refurbished device: new device with an equivalent model to the Insured device, with the same principal technical characteristics except for the characteristics regarding the brand, the color, the weight, the size, the design).

The value of the Replacement device shall not, however, exceed the purchase price including tax - excluding operator subsidies - of the Insured device on the date of its purchase.

1.4. Substitution device:

Device provided to the Insured by Orange Belgium for the purposes of the contractual guarantees of the manufacturer or distributor.

1.5. Refurbished device:

Device refurbished with the same level of technical characteristics and equipment (software's) than the level of technical characteristics and equipment of the new device from the manufacturer, except for the packaging and aesthetics defects.

1.6. SIM card:

The card issued by Orange Belgium to the Insured as its Orange Belgium offer with subscription, for use of the Insured device.

1.7. Damage:

Destruction or deterioration of the Insured device impairing its proper functioning, provided it does not originate from an internal phenomenon of the Insured device and subject to guarantee exclusions (mentioned in Article 6).

1.8. Amount regarding the option corresponding to the price of the Insured device on the day of purchase:

Orange Belgium purchase price including all reference taxes, at the effective date of adhesion and mentioned on the invoice of Insured:

Business Insurance 16 : (16 €) per month or (192 €) per year	Till 1700 Euros (All taxes included)
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1.9. Negligence:

The unintentional fault as the result of a lack of attention, vigilance or care by the Insured with regard to the Insured device. Leaving the Insured device in a place where it is not safe from any foreseeable risk of falling or deterioration, leaving the Insured device outside, under the influence of adverse weather conditions - including rain, snow or wind-, leaving the Insured device without direct and immediate supervision of the Insured, visible from the outside of a room, a house, a vehicle, vessel, aircraft, or visible in public and crowded place.

1.10. Oxidation:

Corrosion by chemical effect of the components of the Insured device impairing its proper functioning, provided that the corrosion does not originate from an internal phenomenon of the Insured device and subject to guarantee exclusions (mentioned in Article 6).

1.11. Loss:

Event that is likely, within the meaning of the insurance contract Business Insurance 16, to give rise to one or more guarantees.

1.12. Theft with assault:

Any threat, intimidation or physical violence exercised by a Third Party in order to deprive the Insured of the Insured device.

1.13. Burglary:

Forcing, deterioration or destruction of any external closure of a closed and covered immovable property or house, motorised land vehicle, boat or aircraft, committed by a Third party.

1.14. Snatching :

Fraudulent act committed by a Third party, involving theft of the Insured device by taking it without physical violence, threat or intimidation from a clothing pocket of a bag worn by the Insured on his/her body at the time of the theft.

1.15 Pickpocketing:

Theft of the Insured device by a Third party by seizing without violence, of the Insured device in the presence of the Insured, when the Insured device is placed in a radius of 2 (two) meters distance from the Insured.

1.16. Third party:

Any person other than the Insured, his/her spouse or his/her partner, his/her ascendants or descendants, his/her collaborators or agents when the Insured is a legal person, as well as any person not authorized by the Insured to use the Insured device.

2. Purpose of Insurance guarantees

The Business Insurance 16 (€ 16) guarantees cover the Losses, Damages and the following services for the Insured device:

■ damage, Oxidation or Theft with assault, Burglary, Snatching or Pickpocketing:

The Insured device will be replaced by a Replacement device.

■ fraudulent use of the SIM card in case of Burglary, or in case of Theft with assault, or in case of snatching or Pickpocketing

In case of Theft with assault, Burglary, Snatching or Pickpocketing, the guarantee includes, in case of fraudulent use of the SIM card by a Third party before registration by Orange Belgium of the request from the Insured to block the SIM card, the reimbursement:

- of the fraudulent communications and connections carried out within 48 (forty eight) hours following the data of the Loss, within the limit of 3 000 euros (three thousand euros) all taxes included per Loss;
- the costs related to providing the detailed invoice justifying the fraudulent communications or connections, in case of a covered Loss.

3. Limits on Insurance guarantees

Annual adhesion period shall mean the period between the effective date of adhesion and its first annual maturity date.

Then the period between two subsequent annual maturity dates of adhesion. Business Insurance 16 (16 €) is restricted to 2 (two) Losses per annual adhesion period and to 1 700 euro (thousand seven hundred euro) all taxes included per Loss.

4. Territoriality of the Insurance

Insurance guarantees are in force worldwide.

5. Modifications

The Insured is personally responsible for the timely notification to the Insurer of all modifications to the data upon which these Terms and Conditions are formed.

6. Exclusions

- damages resulting from failure, which means the damage affecting the proper functioning of the Insured device and resulting from a phenomenon internal to the Insured device, from electric, electronic, electromechanical or mechanical origin
- the loss or the disappearance of the Insured device
- damages resulting from non-compliance with instructions for use, connection, installation, assembly and maintenance listed in the manufacturer's instructions
- damage resulting from the modification of the original characteristics of the Insured device
- charges for an estimate or charges for repair incurred by the Insured without prior agreement of SPB
- damage occurring when the Insured device is entrusted to a repairer who is not authorised by SPB
- damage for which the Insured cannot provide the Insured damaged device
- damages caused by viruses introduced into the Insured device
- damages caused to the Insured device which are not detrimental to its proper functioning, such as scratches, chips, scrapes
- accessories, consumables and connectivity related to the use of the Insured device (headphones, headsets, hands free kits, headsets, bags, cases, consoles, chargers, batteries, power supplies, additional cards, cables, and more generally all accessories related to the Insured device)
- loss caused by the Negligence of the Insured or by any person other than a Third party
- breakdowns or malfunctions related to wear
- wear of the battery
- theft resulting from the Negligence of the Insured
- theft committed by any natural or legal person who/which is not a Third party or committed with the complicity of this person
- while transporting the Insured device (including vehicle parking period) the following damages and thefts are excluded:
 - committed without breaking into the vehicle,
 - committed to the Insured device if visible from outside the vehicle.
- the Insured device for which the manufacturer identification IMEI number cannot be communicated by the Insured to SPB
- the device, which is the purpose of the declaration of loss which has not been used for at least one call or a data (text or image) or a connection with the SIM Card Orange Belgium of the Insured during the period of adhesion, during thirty (30) days prior to the date of the occurrence of the Loss and the device which does not contain the SIM Orange Belgium on the day of the Loss
- direct or indirect consequences of the destruction or the loss of data bases, files or software's used or contained by the Insured device during or following a Loss
- recovery and reinstallation of databases, files, or softwares, following a Loss
- willful or intentional misconduct by the Insured or by any person other than a Third party
- the consequences of civil or foreign war or of insurrection or of confiscation by authorities
- atomic reactions, earthquakes, volcanic eruptions, floods or other natural disasters.

7. Adhesion modalities

The person wishing to benefit from the guarantees granted by insurance Business Insurance 16 (16 €) can adhere by three ways:

- by visiting an Orange Belgium sales point,
- by logging in the Customer Zone on the website,
- by contacting the Account Manager.

He/She can adhere after receiving the Terms and Conditions, having reading them and having accepted them.

8. Effective date, duration and cancellation of the adhesion

8.1. Effective date of the adhesion and of the guarantees:

Adhesion shall take effect when the Insured defined in Article 1 is registered by Orange Belgium as Insured, subject to the actual payment of the first monthly insurance premium.

8.2. Length of adhesion:

Adhesion is concluded for a period of 1 (one) year as from its effective date. It is then renewed at each annual maturity date of adhesion, by tacit agreement for subsequent periods of 1 (one) year, and without exceeding a total period of 5 (five) years.

8.3. Cancellation and Termination of the adhesion:

The Insured has the right to cancel without charge his/her adhesion at any time, including within the first year of adhesion except during the 6 (six) first months as from the effective date of the adhesion.

The cancellation will be made by registered letter, bailiff service or delivery of a cancellation letter against receipt to Orange Belgium customer service. It will be taken into account on the Orange Belgium invoice of the Insured following the cancellation date. However, every started month is due in accordance with article 11.

Adhesion ends upon cessation of payment of the insurance premium under the procedure as enshrined in articles 69 and following of the law of 14 April 2014 relating to insurances (hereinafter the "Insurance act").

Adhesion ends if the Insurer or the Insured exercises its/his/her right to cancel individual adhesion to the insurance contract after a Loss.

Adhesion ends in all other events as foreseen in the Insurance Act.

Adhesion ends upon cancellation of the Orange Belgium subscription of the Insured. In this case, the cancellation will take effect at the date of cancellation of the subscription.

9. In the event of a loss

9.1. Obligations in the event of a Loss:

In general, the Insured shall notify his/her Loss at the earliest, depending on the date of the knowledge of it, to SPB:

- by Internet: <https://orange-be.spb.eu>, or
- by e-mail: insuranceorangebe@spb.eu, or
- by phone: 078150523, or
- by mail: Business Insurance 16 - Postbus 32, Antwerpen Centraal Station - 2018 Antwerp

It should be recalled that the Insured should include a statement explaining the precise circumstances in which the Loss occurred.

The Insured shall:

■ in case of Damage or Oxidation:

- refrain from making repairs himself;
- refrain from appointing for the repairs an after sales service of his choice;
- notify SPB of the Loss:
 - by Internet: <https://orange-be.spb.eu>, or
 - by e-mail: insuranceorangebe@spb.eu, or
 - by phone: 078150523, or
 - by mail: Business Insurance 16 - Postbus 32, Antwerpen Centraal Station - 2018 Antwerp
- comply with the instructions of SPB concerning the damaged Insured device.

In case of violation of the abovementioned obligations, the Insurer can reduce its deliverables up to the damage it has suffered.

■ in case of Theft with assault, Burglary, Snatching or Pickpocketing:

- notify the Loss to SPB:
 - by Internet: <https://orange-be.spb.eu>, or
 - by e-mail: insuranceorangebe@spb.eu, or
 - by phone: 078150523, or
 - by mail: Business Insurance 16 - Postbus 32, Antwerpen Centraal Station - 2018 Antwerp
- call Orange Belgium on the number 5000 from a mobile phone or on 02 745 95 00 from another phone that will block the relevant SIM card,
- as soon as possible and from the knowledge of the Loss, file a complaint, with the competent police authorities in which should be mentioned the theft of the Insured device, the circumstances of the theft, as well as the references of the Insured device (brand, model, serial number / IMEI),

■ in case of fraudulent use of the SIM Card:

- call Orange Belgium on the number 5000 from a mobile phone or on 02 745 95 00 from another phone that will block the relevant SIM card.
- notify the Loss to SPB:
 - by Internet: <https://orange-be.spb.eu>, or
 - by e-mail: insuranceorangebe@spb.eu, or
 - by phone: 078150523, or
 - by mail: Business Insurance 16 - Postbus 32, Antwerpen Centraal Station - 2018 Antwerp

Warning:

Before sending the Insured device to the SPB authorised repairer, the Insured shall:

- if the Insured device contains files, personal data, databases or softwares that the Insured has recorded, he shall perform an external back up and then delete them from the Insured device. **If not, the personal data will be destroyed by the repairer upon receipt of the Insured device;**
- if the Insured device has the following function and/or this account, deactivate the function "localisation of the Insured device" and/or "cloud" account (or its equivalent). **If not, the repairer will not be able to perform the repair in case the Loss is covered.**

In case of non compliance with these modalities, neither SPB's responsibility, nor the responsibility of the SPB authorised repairer nor the Insurer's responsibility could be sought by the Insured on any basis whatsoever.

9.2. IMEI Control:

In order to enable SPB to verify whether the device for which the Insured notifies the Loss is effectively the Insured device, the Insured is deemed to have given his/her express consent in order for SPB to ask Orange Belgium to check whether:

- this device has been used for at least one call or a data (text or image) or a connection with the SIM Card Orange Belgium, during the period of validity of the guarantees (as defined in Article 8) during 30 days prior to the date of the occurrence of the Loss;
- and the Orange Belgium SIM Card has been in the Insured device on the day of the Loss.

9.3. Supporting documents:

The Insured should moreover provide to SPB:

- by Internet: <https://orange-be.spb.eu>, or
- by e-mail: insuranceorangebe@spb.eu, or
- by mail: Orange Insurance - Postbus 32, Antwerpen Centraal Station - 2018 Antwerp

the following supporting documents:

- in every case :
 - the original purchase invoice of the Insured device, object of the Loss.
- additional supporting documents in case of Theft with assault, Burglary, Snatching or Pickpocketing:
 - the police report from the competent authorities regarding theft.
 - a solemn declaration about the circumstances in which the Loss occurred.
- additional supporting documents in case of Fraudulent use of the SIM card:
 - detailed invoice justifying fraudulent communications made by a Third party.
 - the police report from the competent authorities regarding the theft.

And more generally, any document that the Insurer considers necessary in order to assess the merits of the claim.

9.4. Settlement of the Losses:

Through the Business Insurance 16, the Insurer will either exchange the Insured device for a Replacement device or pay the due compensation – because of the Fraudulent use of the SIM card – under the conditions as defined by these Terms and Conditions and within 10 (ten) working days - extended for 5 (five) days in case of stock shortage regarding materials or original components from the manufacturer – as from the date when SPB is provided with all the necessary elements for settlement of the Loss.

The replacement of the Insured device is made within the limits of the guarantee as set out in Article 3.

9.5. Property of the Insurer: The Insured device whose Loss is supported by the Insurer will become automatically the property of the Insurer in case of replacement of the Insured device by a Replacement device or in case of compensation.

10. Logistic

10.1 In case of Damage or Oxidation:

The Insured must send to SPB his/her damaged equipment in accordance with the procedure specified in the declaration of Loss by SPB and at the expense of the Insurer.

10.2 In case of Burglary, Theft with assault, Snatching or Pickpocketing:

If the Insured notifies the Loss while being in the Benelux, as soon as SPB agrees to indemnify the Insured, SPB will send within 24 hours a Replacement device to the Insured. This delivery will take place in the locality of Benelux that the Insured has indicated.

If the Insured notifies the Loss while being out of the Benelux, but in Europe, as soon as SPB agrees to indemnify the Insured, SPB will send within 48 hours a Replacement device to the Insured subject however, to the place of destination, time of day and commemoration days in the destination country.

If the Insured notifies the Loss while being outside of Europe, as soon as SPB agrees to indemnify the Insured, SPB will agree with the Insured on the date of delivery of a Replacement device, by seeking in any case to proceed to this delivery in the shortest possible time.

11. Insurance Premium

The insurance premium for Business Insurance 16 (16 €) per month or (192 €) per year is paid monthly by the Insured with his/her express consent, as from the date of adhesion, before the deadline regarding the withdrawal period, and this by monthly payment on the Orange Belgium invoice. The Insured may, however, notify his/her refusal to debit by cancelling his/her adhesion in accordance with the modalities mentioned in article 8.3.

The amount of the premium as well as the other contractual terms can be changed at each adhesion year. In this case, the Insured will be informed thereof at least 4 (four) months before such anniversary date of adhesion. The Insured may, however, notify his/her refusal to modify the annual premium by cancelling his/her adhesion in accordance with the modalities as defined in article 8.3. Every started month is due, and the payment related to the monthly part of the insurance premium corresponding to Orange Business Insurance 16 (16 €) per month chosen by the Insured is debited.

12. Disputes

12.1 Correspondence:

Any request for additional information and any declaration of loss, must be addressed solely to SPB:

- by e-mail: insuranceorangebe@spb.eu, or
- by mail: Orange Insurance - Postbus 32, Antwerpen Centraal Station - 2018 Antwerp

12.2 Complaints:

If the responses do not meet the Insured's expectations, he/she can write to AIG Europe S.A., Belgian branch belgium.complaints@aig.com by e-mail or by mail at 11 Boulevard de la Plaine - 1050 Brussels.

12.3. Ombudsman for Insurances:

The Insured can also address the Ombudsman for Insurance at de Meeussquare 35, 1000 Brussels - phone number 02 547 5871 - fax 02 547 5975 - info@ombudsman.as - www.ombudsman.as

Filing a complaint does not prejudice the possibility for the Insured to start legal proceedings.

13. Applicable law - Jurisdiction

The pre-contractual relations, the collective insurance contract as well as the adhesion of the Insured shall be governed and construed by Belgian law.

The Belgian courts shall have exclusive jurisdiction for any dispute regarding the execution or interpretation of the pre-contractual relations, the execution and/or interpretation of the insurance contract and/or the adhesion.

14. Insurer's recourse

In accordance with article 95 of the Insurance Act, the Insurer is subrogated, up to the compensation paid by him, to the rights and actions of the Insured against Third parties.

15. How we use Personal Information?

We are committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) to share their Personal Information with us.

The types of Personal Information we may collect and why - Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) or (where we require it and are legally permitted to collect it) information about criminal convictions, as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Assessments and decisions about the provision and terms of insurance and the settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis
- (Internal) audit

Sensitive Personal Information – In connection with the provision of insurance and the assessment of a claim, we will collect, use and disclose certain Sensitive Personal Information concerning your health and medical conditions. Where we do this, we will do so with your explicit consent and as otherwise permitted by law.

Sharing of Personal Information - For the above purposes, Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of your Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to request that we correct inaccurate data, erase data, or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator in your country. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at <http://www.aig.be/privacy> or you may request a copy by writing to: Data Protection Officer, AIG Europe, Pleinlaan 11, 1050 Brussels or by email at: dataprotectionofficer.be@aig.com.

16. Language

The language in which the terms and conditions are communicated, as well as the preliminary information is English.

For the duration of the adhesion all communications will be in English.