

Orange Care is no longer open to new customers.

Welcome to Orange Care

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

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

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

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For all Your Orange Care queries and to make a claim, please call Us on 158 from Your Orange phone, or 07973 100 158 from any other phone.

The Insurance and Warranty

Your Orange Care terms and conditions, together with the Confirmation of Cover and any notice of variation, forms Your Agreement with the Insurer and Us.

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

Important Information

- You can only purchase Orange Care if You are 18 years of age or over and live permanently in the United Kingdom.
- It is Your responsibility to provide complete and accurate information to Us when You take out Your Agreement and throughout the life of Your Agreement. It is important that You ensure all statements You make over the telephone are full and accurate. Please note, if You fail to provide complete and accurate information to Us, this could invalidate Your insurance cover and could mean that all or part of a claim may not be paid.
- Orange Care is subject to a minimum period of four months from the Start Date of Your Agreement. If You cancel Your Agreement during the term, you will need to pay any outstanding payments due for the remainder of this period.
- You may change the Mobile Device registered under Orange Care during the Period of Cover. Please refer to the section "How to change the Mobile Device on cover" for further details.
- Cover will be provided whilst You own the Mobile Device and it must be registered in Your name and connected by a SIM card to an Orange Service Plan to be eligible for cover. Your Mobile Device may be used by You or an Authorised User or person using the Mobile Device with permission.
- Where You have Orange Care for more than one Mobile Device, each Mobile Device is subject to a separate Agreement with the Insurer and Us. You cannot claim for the same Mobile Device under two separate Orange Care Agreements.
- You should review this Agreement from time to time to ensure the insurance and warranty it provides remain suitable for Your needs.

Words with special meanings

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

Agreement	These Orange Care general terms and conditions between You, the Insurer and Us.	Period of Cover	A period beginning on the Start Date and ending at the earliest of one of the events listed in the section "When does Orange Care end?"
Authorised User	A person authorised by You to use the Mobile Device.	Start Date	the Start date shown on Your Confirmation of Cover.
Confirmation of Cover	A document headed 'Confirmation of Cover' that is sent to You after Your purchase of Orange Care.	Theft, Stolen	Your Mobile Device being taken unlawfully from You an Authorised User or anyone using or storing Your Mobile Device with the permission of You or an Authorised User.
Damage	The sudden and unexpected failure of Your Mobile Device, caused accidentally, that prevents Your Mobile Device from meeting its designed function.	Unauthorised Use	Any usage (i.e. calls, downloads, text messages) of Your Mobile Device by another person made without Your permission following the Theft or Loss of Your Mobile Device.
Electrical or Mechanical Breakdown	The failure of Your Mobile Device due to any permanent Mechanical or Electrical defect requiring replacement or repair before normal operation can be resumed.	United Kingdom/UK	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
Excess	The amount payable by You for each successful claim. The amount will vary depending on the type of Mobile Device You are claiming for and the number of claims You have previously made. The amount of the Excess can be found in the section "Conditions when making a claim".	Warranty Period	The period of 36 months commencing on the Start Date.
IMEI Number	International Mobile Equipment Identity number. The serial number that uniquely identifies Your Mobile Device. You can find this by typing in *#06# into the keypad of Your Mobile Device (phones only).	We, Us, Our	EE Limited in respect of the Warranty. The Insurer in respect of the administration of the insurance or the handling of claims, but not in relation to the sale of insurance.
Incident	An event or a series of events, which result in Damage or the Loss or Theft, of Your Mobile Device resulting in a claim for repair or replacement.	You, You're	The person named on the Confirmation of Cover.
Insurer	Chubb European Group SE		
Loss, Lost	The disappearance of Your Mobile Device in circumstances that do not involve Theft and You are unable to recover it.		
Manufacturer Warranty	The initial warranty provided by the manufacturer from the date You purchase Your Mobile Device.		
Mobile Device	The device or high value device (e.g. mobile phone, USB modem, etc.), in use on Your Orange Service Plan, including the device and where provided: SIM Card, charger and battery included with the device in the box. The Mobile Device must be the latest Mobile Device provided to You by Us or one of Our agents or, the Mobile Device that You have notified and registered with Us and We have accepted. Mobile Device includes a SIM free device (e.g. Tablet) when purchased as part of a bundle with a device or high value device.		
Orange Service Plan	A bundle of airtime and supplementary services offered by Us to You at agreed charges.		

What is covered?

The insurance provides:

The Insurer will provide worldwide cover for You for the repair or replacement of Your Mobile Device being used by You or an Authorised User during the Period of Cover if it is:

- | | |
|----------------|---|
| Lost | The disappearance of Your Mobile Device in circumstances that do not involve Theft and You are unable to recover it. |
| Stolen | Your Mobile Device being taken unlawfully from You an Authorised User or anyone using or storing Your Mobile Device with the permission of You or an Authorised User. |
| Damaged | The sudden and unexpected failure of Your Mobile Device caused accidentally or maliciously that prevents Your Mobile Device from meeting its designed function |

The warranty provides:

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

- Electrical Breakdown
- Mechanical Breakdown

Whether being used by You or the Authorised User.

The Warranty Period will be unaffected if We replace Your Mobile Device and will continue to apply from the Start Date of this Agreement. The Excess may not be payable on warranty claims in the first six months after the purchase or upgrade of a new Mobile Device registered to this Agreement.

What is not covered?

1. Loss, Theft or Damage as a result of Your Mobile Device being used by someone else other than You, an Authorised User or anyone using or storing Your Mobile Device with the permission of You or an Authorised User.
2. Loss, Theft or Damage to any accessories or other devices which are not included in the explanation of a Mobile Device (see "words with special meaning").
3. Theft, where Your Mobile Device is knowingly left on display and outside the view of You, an Authorised User or anyone using or storing Your Mobile Device with the permission of You or an Authorised User.
4. Theft where Your Mobile Device was left in a building or other property, unless force resulting in Damage to the building or premises was used to gain entry or exit.
5. Deliberate Damage to Your Mobile Device by You or an Authorised User under the instruction of You or an Authorised User.
6. Any Mobile Device not registered with an Orange Service Plan at the time of the Incident, unless the device is a SIM free device purchased as part of a bundle with a Mobile Device from Us or one of Our agents.
7. Any costs arising from Unauthorised Use of Your Mobile Device after it was Lost or Stolen.
8. Any claim for Theft that You do not report to the police and for which You do not obtain a valid crime reference number.
9. Damage caused by any form of portable external storage media including but not limited to memory cards, USB memory sticks or other digital recording equipment.

10. Electrical Breakdown of a Mobile Device caused by a removable battery that is older than 6 months
11. Wear and tear, rusting or climatic conditions or other deterioration due to normal use or exposure, or where You have failed to follow the manufacturer's instructions for Your Mobile Device.
12. Any software or data installed on Your Mobile Device, such as telephone numbers, ringtones, music, pictures, applications or videos, Damage caused as a result of a virus, or Damage caused by the installation of software or applications, or any costs incurred by You during reinstallation.
13. Malfunction caused by the routine servicing, inspection, maintenance, dismantling or cleaning of Your Mobile Device, or if repairs have been carried out by persons not authorised by Us.
14. Cosmetic Damage whether internal or external unless it impairs Your usage of the Mobile Device.
15. Any costs suffered by You as a result of not being able to use Your Mobile Device, or any costs other than the repair or replacement cost of Your Mobile Device.
16. Any claim relating to the confiscation or detention of Your Mobile Device by any government body or recognised authority, including but not limited to the Police or HM Revenue & Customs.
17. Any labour or other charges incurred where a fault cannot be found with Your Mobile Device.
18. Any costs or Damage caused to Your Mobile Device by war, invasion, revolution or any similar event.
19. Any claim where Your Orange Service Plan is not paid and up to date in accordance with the terms and conditions of the Orange Service Plan Agreement.

How to make a claim

Follow the step by step instructions below to report a claim and read the next section "Conditions when making a claim":

- | | |
|-----------------|--|
| Search | Where possible, contact the owner or management of the last known location of Your Mobile Device to see if it has been handed in as lost property. |
| Report | Report any Theft to the police (or local police if outside of the UK at the time of the Incident) and obtain crime reference number and police station details. |
| Protect | If Your Mobile Device has the functionality, activate the Mobile Device location feature to assist You in retrieving Your Mobile Device. This may also enable You to Lock and Wipe the data stored on Your Mobile Device. Please speak to Us if You need any assistance with this. |
| Register | Register the claim with Us as soon as possible by calling Your Customer Service Number. We encourage You to report Your claim within 30 days to reduce the time You are without Your Mobile Device and to limit Unauthorised Use for Loss or Theft. |

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

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

Conditions when making a claim

- We may ask for documentation to support Your claim including but not limited to proof of purchase and evidence of violent or forcible entry (where appropriate). If You do not provide the documentation requested, We may decline Your claim.
- An Excess will be charged for each successful claim. Where applicable, the Excess will be added to Your Orange Service Plan and included in Your next month's bill:

Cost	Excess
Orange Care £5	£25
Orange Care £6	£25
Orange Care £7.99	£25
Orange Care £12	£50
Orange Care £15	£50

- If Your Mobile Device is Lost, Stolen or Damaged abroad, Your replacement Mobile Device will only be sent to an address within the United Kingdom.
- Your policy includes the cost of delivering a replacement Mobile Device to You. However, it does not include the cost of failed deliveries, for example, where delivery is aborted because:
 - o You are not available to accept the replacement Mobile Device at a pre agreed time and place; or
 - o You fail to notify Us that Your Mobile Device reported Lost or Stolen has been recovered.

We reserve the right to charge You for subsequent deliveries.

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

How to change the Mobile Device on cover

For all Your Orange Care queries and to make a claim, please call Us on 158 from Your Orange phone, or 07973 100 158 from any other phone.

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

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

Only the registered Mobile Device is covered and only one Mobile Device can be covered at any one time. If You have more than one Mobile Device that You wish to be covered, a separate Orange Care Agreement will be needed for each Mobile Device.

It is Your responsibility to ensure the insurance and warranty provided by this Agreement continues to meet Your needs.

Can Your Agreement change?

The Insurer can review and change the monthly payment or the terms and conditions of this Agreement. You will be given at least 30 days' notice in writing and this will be sent to You by SMS message, by letter to Your last known address, via a bill message, through Your online account or via the email address You provided to EE. You have the right to refuse any such changes and cancel Orange Care if You wish.

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

How much does Orange Care cost?

The cost of Orange Care depends on the make, model and type of Your Mobile Phone and can be found on Your Confirmation of Cover. The monthly payment includes any applicable taxes or additional charges.

Please note: Your first monthly payment will cover the number of days from the Start Date until the end of the first billing period and the end of the next bill period.

After the minimum four month term, Orange Care will continue for up to 56 months or until the earliest of one of the events listed in "When Your Orange Care ends?" The monthly payment will be added to the bill for Your Orange Care Service Plan.

Fraud

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

If We receive a claim under Orange Care We will access data from other insurers and other financial businesses. We may ask You or the Authorised User to give written consent, during the claims process, to obtain specified information

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

When Your Orange Care ends

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

- You no longer live permanently in the UK
- You no longer own the Mobile Device or disconnect it from the Orange network
- You, Us or the Insurer cancel the Agreement
- At the end of the 60th month after the Start Date shown on Your Confirmation of Cover
- If You switch from a pay monthly service plan to a pay as You go service plan
- The date We decline a claim for Loss or Theft

Cancelling Orange Care

Distance Sales – Your additional rights to cancel

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

If You have made a claim during this period, We will refund any payments You have made on a pro-rata basis for the Period of Cover used.

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

Orange Care minimum four month term

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

Cancellation after four month minimum term

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

If You decide to cancel Orange Care please call Your Customer Service number or write to Us at: EE Insurance Team PO Box 5568 MANCHESTER M61 0TG quoting Your mobile number shown on Your Confirmation of Cover.

After the four month minimum term period, EE and the Insurer can cancel Your Agreement by giving You 30 days written notice by post to Your last known address or an email to the email address You have provided to Us.

The circumstances that may give rise to the cancellation of Your Agreement are: significant adverse claims experience, significant increase in EE or the Insurer's operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates.

Additionally, if You provide Us with fraudulent or inaccurate information, or for any other valid reason We and the Insurer may terminate immediately. Any refund will be at Our discretion.

Which law applies?

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

How to make a complaint

Our aim is to get it right, first time every time. If You have a complaint We will try to resolve it straight away. If We are unable to, We will confirm We have received Your complaint within five working days and do Our best to resolve the problem within four weeks. If We cannot We will let You know when an answer may be expected.

If We have not resolved the situation within eight weeks We will issue You with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If You have a complaint, please call Your Customer Service number or write to: EE Insurance Team PO Box 5568 MANCHESTER M61 0TG

You have the right to refer Your complaint to the Financial Ombudsman, free of charge – but You must do so within six months of the date of the final response letter.

If You do not refer Your complaint in time, the Ombudsman will not have Our permission to consider Your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Website: financial-ombudsman.org.uk

Telephone: 0800 023 4567 / 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Using Our complaints procedure or contacting the FOS does not affect Your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If You choose to submit Your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit ec.europa.eu/odr to access the Online Dispute Resolution Service

Alternatively, You can contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

If the Insurer is unable to meet their liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at fscs.org.uk by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Data Protection

The Insurer uses personal information supplied by You supply for underwriting, policy administration, claims management and other insurance purposes, as further described in the Insurer's Master Privacy Policy, available at: <https://www2.chubb.com/uk>. You can ask for a paper copy of the Privacy Policy at any time, by contacting the Insurer at dataprotectionoffice.europe@chubb.com.

Insurer and Regulator details

Chubb European Group SE (CEG) is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. CEG has fully paid share capital of €896,176,662.

UK business address: 100 Leadenhall Street, London EC3A 3BP. Authorised and supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority (FS Register number 820988).

Details about the extent of the Insurer's regulation by the Financial Conduct Authority are available from the Insurer on request.