



## WELCOME TO FULL COVER & DAMAGE COVER

### Introduction

Welcome to Your Insurance for Your Mobile Phone or Connected Device. This document and the confirmation of Your Insurance Cover form Your contract with the Insurer. Please read both to make sure the cover provided, and the terms and conditions meet Your needs. You should keep both documents together in a safe place.

The purchase of Insurance and Protection is not a requirement of Your Airtime Plan.

Please note that having insurance does not mean You can take risks with Your Mobile Phone or Connected Device that You would not take if it were not insured.

This Insurance does not cover any cost or losses that can't be resolved by the repair or replacement of Your Mobile Phone or Connected Device. We don't cover cyber risks, Unauthorised use of Your Mobile Phone or Connected Device (causing loss, damage or loss of profit to a third party or their property), or loss of opportunity, goodwill or similar losses.

The Insurer will insure Your Mobile Phone or Connected Device subject to these terms and conditions for the Period of Cover and while You continue to pay the total monthly insurance payment through Your Airtime Plan bill.

If You require these Terms and Conditions in large print, braille or audio, please call EE Customer Care on **150** from Your Mobile Phone or **07953 966 250** from any other phone.

### Your demands and needs

Full Cover would suit the needs of a customer who would like worldwide cover for their Mobile Phone or Connected Device in the event of Loss, Theft and Accidental Damage.

Damage Cover would suit the needs of a customer who would like worldwide cover for their Mobile Phone or Connected Device in the event of Accidental Damage.

### Regulatory status disclosure

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. Registered address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website (FS Register number 820988).

## What words mean

Some of the words and phrases in these terms and conditions have specific meanings. These are explained below and have the same meaning wherever they appear beginning with a capital letter

**Accidental Damage, Accidentally Damaged** - Your Mobile Phone or Connected Device stops working normally as the result of an accident (including a cracked screen and liquid damage) or a deliberate act by someone other than You or an Authorised User.

**Airtime Plan** - Your contract for services with EE.

**Authorised User** - A person You know and authorise to use Your Mobile Phone.

**Confirmation of Your Insurance cover** - A document headed 'Confirmation of Your Insurance Cover' that is sent to You after You purchase Full Cover or Damage Cover and contains Your details, Cover Start Date, the type of cover, Your mobile number, the IMEI number, serial number or unique device identifier (UDI) of Your Mobile Phone or Connected Device, the maximum Excess and the total monthly insurance payment that will be added to Your Airtime Plan bill.

**Connected Device** - A device supplied to You by EE or We have agreed to insure whose IMEI, serial number or unique device identifier (UDI) is shown on Your Confirmation of Your Insurance Cover or a replacement provided by Us after a successful claim.

**Cover Start Date** - The date You purchase insurance as shown on Your Confirmation of Your Insurance Cover.

**EE** - EE Limited.

**Excess** - The amount payable by You for each successful claim.

**In-Box** - The In-Box charging accessories that were supplied by the manufacturer in the Mobile Phone or Connected Device standard packaging. This does not include any other accessories given as part of a bundle with the Mobile Phone, even if the extra accessories were supplied free of charge to You and were for the purposes of charging Your Mobile Phone or Connected Device.

**IMEI number** - International Mobile Equipment Identity number. A serial number that uniquely identifies Your Mobile Phone or Connected Device. You can find this by typing in \*#06# into the keypad of Your Mobile Phone or by checking "settings" menu of Your Mobile Phone.

**Insurer and Administrator** - Chubb European Group SE.

**Loss, Lost** - The disappearance of Your Mobile Phone or Connected Device in circumstances that do not involve Theft and You are unable to recover it.

**Mobile Phone** - The Mobile Phone supplied to You by EE or We have agreed to insure whose IMEI number is shown on Your Confirmation of Your Insurance Cover or a replacement provided by Us after a successful claim.

**Period of Cover** - A period beginning on the Cover Start Date shown on Your Confirmation of Your Insurance Cover and ending at the earliest of one of the events listed in General Condition 6 – "When does this insurance end?".

**Proof of Ownership** - A document from a UK high street or online retailer showing the IMEI number, or serial number or unique device identifier for a brand new Mobile Phone or Connected Device.

**Security Features** - Locks, personal IDs, passcodes or PIN numbers, software, applications or other means which stop Us from accessing Your Mobile Phone or Connected Device in order to return it to its original factory settings and recycle it.

**Theft, Stolen** - Your Mobile Phone or Connected Device being taken unlawfully from You, an Authorised User or anyone temporarily holding or storing it for You or an Authorised User.

**Unauthorised Use** - Calls, SMS messages, data downloads or any other use of Your Mobile Phone or Connected Device after it has been **Lost or Stolen**.

**United Kingdom / UK** - England, Scotland, Wales and Northern Ireland.

**We, Us, Our** - The Insurer.

**You, Your** - The person or business named on Your Confirmation of Your Insurance.

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## A summary of the features and benefits of the Insurance

There are two types of cover – Damage Cover or Full Cover. Your Confirmation of Your Insurance Cover will show the type of cover You have and the total monthly insurance payment You will pay each month.

You can also check Your level of cover online through the insurance section of Your My EE account, or by texting **COVER** to **150** from Your Mobile Phone, or calling EE Customer Care on 150 from Your Mobile Phone, or **07953 966 250** from any other phone.

Here is a summary of the insurance benefits:

	Damage Cover	Full Cover
Cover for Accidental Damage	Yes	Yes
Cover for Loss	Not included	Yes
Cover for Theft	Not included	Yes
Authorised User Included	Yes	Yes
Claims limit	Unlimited	<b>Damage</b> – Unlimited Loss and/or Theft – Maximum 2 accepted claims in a rolling 12 month period
Worldwide Cover	Yes	Yes
Next day replacement (terms and conditions apply)	Yes	Yes
Excess	<p>The Excess You pay will depend on the model of Your Mobile Phone or Connected Device on the date You purchased insurance. Your excess can be found on the Confirmation of Your Insurance cover, or online through the My Insurance section of Your My EE account.</p> <p>For both consumer and small business, see <a href="https://ee.co.uk/excessandcharges">ee.co.uk/excessandcharges</a> or contact EE Customer Care on <b>150</b> from Your Mobile Phone or <b>07953 966 250</b> from any other phone.</p>	

For full details of what's included and what's not included by Full Cover or Damage Cover, see 'If Your Mobile Phone or Connected Device is Lost, Stolen or Accidentally Damaged' sections below.

**PLEASE NOTE: Damage Cover and Full Cover are not available for all Mobile Phones or Connected Devices.**

## Help & support

If You need help or support, contact EE customer care on **150** from Your Mobile Phone or **07953 966 250** from any other phone.

# If Your Mobile Phone or Connected Device Is Lost, Stolen or Accidentally Damaged

(Cover for Loss or Theft only applies to customers who have chosen Full Cover)

## What's covered by the insurance?

We will replace Your Mobile Phone or Connected Device if:

- it stops working normally as the result of anything that happens by accident during the Period of Cover; or
- it stops working normally as the result of a deliberate act by someone other than You or an Authorised User.

In addition, for Full Cover customers, We will replace Your Mobile Phone or Connected Device if:

- it is Lost and disappears in circumstances that do not involve Theft and it cannot be recovered;
- it is taken unlawfully from You, an Authorised User or anyone temporarily holding or storing Your Mobile Phone for You or an Authorised User.

We will also replace any In-Box, manufacturer supplied charging accessories that are Lost, Stolen or Accidentally Damaged as result of an incident that leads to a successful claim for Your Mobile Phone or Connected Device.

## What's not covered by the insurance?

We will not replace Your Mobile Phone or Connected Device if it is Accidentally Damaged:

- deliberately by You, an Authorised User or anyone acting on the instructions of You or an Authorised User;
- while being repaired by someone not authorised by Us;
- by alteration or modification to any internal part or to the operating system;
- by dents, scratches or other marks that do not stop it working normally.

In addition, for Full Cover We will not replace Your Mobile Phone or Connected Device if:

- You or an Authorised User knowingly leave it in a place where You can't see it, but others can
- You do not report the Theft to the police (local police or authority if abroad) and do not obtain a report or crime reference number;
- You or an Authorised User knowingly leave it on display in an unattended vehicle;
- You or an Authorised User leave it in an occupied building where the windows are not closed, and/or doors are left unlocked.

## Is there a limit on the number of claims that can be made under this insurance?

There is no limit on the number of successful claims for Accidental Damage during the Period of Cover. On Full Cover We will accept a total of two successful claims in a 12 month period for Loss and/or Theft. The 12 month period begins on the date We accepted Your first successful claim.

Example: Your Mobile Phone or Connected Device is Stolen, and We accept Your claim on 1st May. This means We will only accept one more successful claim for Loss or Theft before 30th April in the following year.

## How to make a claim

Simply head over to My EE to start Your Accidental Damage claim at a time that suits You, or alternatively call EE Customer Care on **150** from Your Mobile Phone, or **07953 966 250** from any other phone.

If Your Mobile Phone or Connected Device has been Lost or Stolen You will need to call Us to claim.

We know events that cause a claim can be very different, We will consider everything You tell Us about Your claim before We make a decision. To find additional help and support on how to make a claim see [ee.co.uk/insuranceclaim](https://ee.co.uk/insuranceclaim) if You are a consumer or [ee.co.uk/smeinsuranceclaim](https://ee.co.uk/smeinsuranceclaim) if You are a small business customer.

## How We will deal with Your claim

**We will take the details of Your claim either online or over the telephone.**

We will collect information about Your Mobile Phone or Connected Device

- the IMEI number or UDI (For Mobile Phones You can find this on the box Your Mobile Phone came in, if Your phone is working enter \*#06# and it will be displayed; or
- the make and model, the colour and memory capacity of Your Mobile Phone or Connected Device; and
- if EE did not supply Your Mobile Phone or Connected Device, We will ask for Proof of Ownership. If You are unable to provide Proof of Ownership or details of Your Mobile Phone or Connected Device, We will not be able to process Your claim.

**We will collect information about Your claim**

- the time and date Your Mobile Phone was Lost, Stolen or Accidentally Damaged.
- We will ask You to provide a copy of the report or crime reference number from the police (local police or authority if abroad) if Your Mobile Phone or Connected Device has been Stolen;
- if You're abroad at the time of Your claim and cannot obtain a police report, We will ask You for travel documents to confirm the dates and period of Your trip.
- if You do not provide the information or documentation We ask for, We may decline Your claim.

**Once Your claim has been accepted or simultaneously to Your claim being accepted and based on the information You provide Us,**

- We will arrange the delivery of the replacement for a time and day, from a range of available options.
- You will need to confirm You have disabled any security features when claiming for Accidental Damage;
- charge Your Excess either to Your Airtime Plan Bill and collect it in the next monthly payment or collect it at the time of claim acceptance using an alternative payment method decided by Us.

If We replace Your Mobile Phone or Connected Device and You do not disable any Security Feature. We may apply a charge to Your Airtime Plan bill if You refuse to remove, when requested, any Security Features. See General Condition 5 'Cost of the insurance' for more information.

## About the replacement Mobile Phone or Connected Device

The replacement Mobile Phone or Connected Device will be of the same or similar specification, but it may be a different model or operating system.

The replacement will be from refurbished stock that has been tested and is fully functional. It will come either with the remaining period of the manufacturer's warranty from the original Mobile Phone or Connected Device, or with a 30-day warranty from EE, whichever is the longer.

Charges or restrictions that apply to the delivery of a replacement Mobile Phone or Connected Device.

For Theft and Loss claims We will only deliver a replacement Mobile Phone or Connected Device to Your address in the United Kingdom. If You are abroad at the time of Accidentally damaging Your Mobile Phone or Connected Device then a fulfilment will be arranged when You return to the United Kingdom.

The cost of delivering a replacement Mobile Phone or Connected Device is included in the claims service, however We may charge You for the cost of a failed delivery. For more information, see General Condition 5 'Cost of the insurance'.

To re-arrange a failed delivery, You must first follow the instructions on the card left by the courier and if this does not result in a new delivery, then call EE Customer Care on **150** from Your Mobile Phone or **07953 966 250** from any other phone.

If We do not have Your Mobile Phone or Connected Device in stock and cannot agree a suitable replacement, it will delay delivery of Your replacement.

We will not make a delivery on UK bank holidays or in exceptional circumstances, for example: public events, festivals and weather events where road, rail and air transport is disrupted.

## Are there any other conditions or exclusions that apply?

We will not pay any claim:

- for the costs of installing or re-purchasing any content such as data, music, photos, apps or software to the replacement Mobile Phone or Connected Device;
- for accessories, other than charging accessories supplied by the manufacturer in the box with Your Mobile Phone or Connected Device;
- where Your Airtime Plan bill is not paid and up to date in accordance with the Airtime Plan terms and conditions;
- for any damage caused by war, invasion, revolution or similar event.

## General Conditions (applying to all sections of this insurance)

### 1. Changes to Your personal details You must tell Us about

If You change Your email or postal address, You should contact EE Customer Care on **150** from Your Mobile Phone, or **07953 966 250** from any other phone, to provide the new details.

### 2. Changes the Insurer can make to this insurance

The Insurer can review and change the total monthly insurance payment, the Excess, or these terms and conditions during the Period of Cover. These can be found online through My EE on Your mobile app or using a web browser.

You will be given at least 30 days' notice in writing of any change and this will be sent to You

either 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 this insurance if You wish.

The circumstances that may give rise to a change in the total monthly insurance payment or to the terms and conditions of the insurance include: significant adverse claims experience, significant increase in the Insurer's operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates. If Insurance Premium Tax or any other taxes related to this insurance change, this will affect the amount You pay each month.

### 3. Cancelling this insurance

You can cancel Your insurance within 14 days of receiving Your policy documents and receive a full refund, unless You have made a successful claim. After the 14 day period, You can cancel Your insurance from the next bill date whether You have made a successful claim that month or not, providing You give Us a minimum of one day's notice. If You do not provide Us with at least one day's notice Your insurance will be cancelled from the following month's bill date.

You can view Your next bill date by logging on to Your My EE account through the app or at [ee.co.uk](http://ee.co.uk).

If You or the Insurer cancels the insurance, all other features of Your Insurance from EE will be terminated. For full details of the services that will end please see [ee.co.uk/insuranceterms](http://ee.co.uk/insuranceterms) for consumer and [ee.co.uk/business/terms](http://ee.co.uk/business/terms) for small business.

If You decide to cancel, You can either contact EE Customer Care on **150** from Your Mobile Phone, or **07953 966 250** from any other phone or contact Us through the insurance section of Your My EE account. Alternatively, You can write to Us at: **EE Insurance Team PO Box 5568 MANCHESTER M61 0TG** quoting Your mobile number shown on Your Confirmation of Your Insurance Cover.

The Insurer can cancel the insurance without notice if You do not pay the total monthly insurance payment when due or if You make a claim We believe to be fraudulent. Otherwise, the Insurer can cancel Your insurance by giving You 30 days' written notice by post to Your last known address or an email to the email address You have provided.

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

If We have enough reason, based on claiming patterns, to suspect that You are not taking reasonable care of Your Mobile Phone, We reserve the right to cancel Your policy with 30 days' written notice.

#### 4. Changing Your Mobile Phone or Connected Device or Airtime Plan

You cannot transfer this insurance to another Mobile Phone or Connected Device.

If You upgrade Your Mobile Phone or Connected Device all cover under this insurance will end.

If You receive a replacement Mobile Phone or Connected Device as a result of a successful claim, You will continue to be covered by this insurance for the remaining Period of Cover.

If You change Your Airtime Plan, including moving to a SIM Only Pay Monthly Airtime Plan, please text **COVER** to **150** from Your Mobile Phone, or call EE Customer Care on **150** from Your Mobile Phone, or **07953 966 250** from any other phone, to confirm Your insurance is still in place.

#### 5. Cost of the insurance

##### Total Monthly insurance payment

The total monthly insurance payment for this insurance will depend on the type of cover You have. The type of cover and the total monthly insurance payment is shown on Your Confirmation of Your Insurance Cover. Your first payment will cover the number of days from the Cover Start Date until the end of the first billing period and for all the next billing period. Your first billing payment therefore may be up to twice the monthly premium depending on Cover Start Date of the insurance and the airtime billing cycle.

Your total monthly insurance payment will be charged to Your Airtime bill and includes any insurance taxes or additional charges which may apply. If Insurance Premium Tax or any other taxes related to this insurance change, this will affect the amount You pay each month.

##### Excess

You will be charged an Excess for each successful claim which will either be added to Your Airtime Plan bill or collected simultaneously when Your claim is accepted using an alternative payment method decided by Us. The Excess You pay will depend on the model of Your Mobile Phone or Connected Device on the date You purchased insurance. Your excess can be found on the Confirmation of Your Insurance cover, or online through Your My EE account.

For both consumer and small business, see [ee.co.uk/excessandcharges](https://ee.co.uk/excessandcharges) or contact EE Customer Care on **150** from Your Mobile Phone or **07953 966 250** from any other phone for further details.

##### Failed Delivery

We may charge You for the cost of a failed delivery, if:

- You are not available to exchange Your Mobile Phone or Connected Device at the time agreed with Us; and
- Your Mobile Phone or Connected Device is not ready to be immediately taken by the courier; or
- You are not available to accept Your replacement Mobile Phone or Connected Device at the time agreed with Us.

You will be notified if a charge will be applied to Your Airtime Plan bill for a failed delivery when You call to rearrange the delivery. For more details for both consumer and small business see [ee.co.uk/excessandcharges](https://ee.co.uk/excessandcharges)

##### Security Features

If Your Mobile Phone or Connected Device is being replaced and You refuse to disable any Security Feature which stop Us from accessing Your Mobile Phone or Connected Device in order to return it to its original factory settings and recycle, We reserve the right to apply a charge to Your Airtime Plan bill. For details of these charges for both consumer and small business, see [ee.co.uk/excessandcharges](https://ee.co.uk/excessandcharges).

##### Call costs

Calls to EE Customer Care are free from an EE Pay Monthly phone. Calls from an EE Pay as You Go phone cost 25p. If calling from another provider, please check call charges with Your provider.

## 6. When does this insurance end?

This insurance will end, and all cover and benefits will cease at the earliest for the following:

- the date You upgrade or change Your Mobile Phone or Connected Device;
- the date We decline a claim for Loss or Theft;
- the date You enter into any payment plan to repay outstanding debt on Your Airtime Plan;
- the date You transfer the ownership of Your Airtime Plan;
- when Your Mobile Phone or Connected Device is no longer connected to an EE Pay Monthly Airtime Plan;
- You or the Insurer cancel this insurance (see General Condition 3 'Cancelling this insurance');
- at the end of the 60th month after the Cover Start Date shown on Your Confirmation of Your Insurance Cover.

## 7. Return or recovery of a Damaged, Lost or Stolen Mobile Phone or Connected Device

If Your claim is accepted and Your Mobile Phone or Connected Device is replaced, the Damaged, Lost or Stolen Mobile Phone or Connected Device will become the legal property of the Insurer or Our appointed Subcontractors.

If Your Mobile Phone or Connected Device is Accidentally Damaged, You must return the Damaged Mobile Phone or Connected Device to Us. This will normally take place as an exchange at the delivery of the replacement Mobile Phone or Connected Device.

If Your Mobile Phone or Connected Device is found or recovered after a successful claim for Loss or Theft, You must legally return it to Us.

Please call EE Customer Care on **150** from Your Mobile Phone or **07953 966 250** from any other phone, who will provide details for You to return it to Us. We will take action to recover the cost of the replacement if We find out You have found or recovered the Mobile Phone or Connected Device after We have settled a claim.

## 8. Law

English law applies to this insurance and all communication with You will be in English.

## 9. Fraud

If We suspect You or anyone acting on Your behalf makes a claim which is in anyway false or fraudulent or supports a claim with any false or fraudulent statement or document, You will lose all benefit and any payments You have made for this insurance. We may also seek recovery of any successful claims We have settled under this insurance if We later discover or suspect claims to be fraudulent.

If You fraudulently provide Us with false information, statements or documents, We will record this on anti-fraud databases and may also notify other organisations. See the section "How We use Your data" for more details.

We may choose not to offer cover in the future to You or anyone connected with You if We suspect fraudulent activity on this or any other associated insurance policy.

## 10. Sanctions

We will not provide coverage or pay any claim or provide any benefit that would expose the Insurer, to any sanction, prohibition or restriction implemented pursuant to the resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

## 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, You can either contact Us through the insurance section of Your My EE account, or contact EE Customer Care on **150** from Your Mobile Phone, or **07953 966 250** from any other phone. Alternatively, You can write to: **EE Insurance Team PO Box 5568 Manchester M61 0TG**

If You are not satisfied with Our resolution to Your complaint, 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 Our final response letter.

If You do not refer Your complaint within this 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: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: **0800 023 4567 / 0300 123 9123**

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using Our complaints procedure or contacting the Financial Ombudsman Service does not affect Your legal rights.

## How We use Your data

Chubb uses and will share Your personal information which You supply to Us for underwriting, policy administration, claims management and other insurance purposes and other policy benefits, as further described in Our Master Privacy Policy, available at: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>. You can ask Us (Chubb) for a paper copy of the Privacy Policy at any time, by contacting Us at [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com)

## Financial Service 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](http://fscs.org.uk) by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.